




(Remunerative Project Cell)

16th Floor, Civic Centre
Minto Road, New Delhi-110002
Tel.No.23226602

No. DC/RP Cell/2015/D- 134

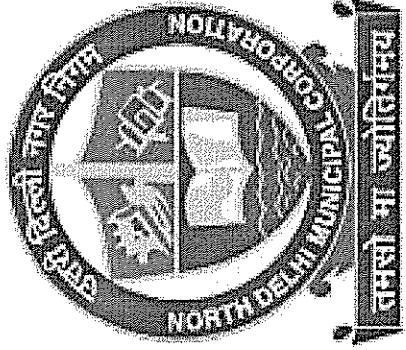
Dated: 7.05.2015

1. The Administrative Officer, Remunerative Project Cell, North Delhi Municipal Corporation (North DMC), for and on behalf of the Commissioner, North DMC, invites sealed bids in two bid system (Technical Bid and License Bid) from adult citizen of India / partnership firm / public limited company / private limited company / consortium firm (of not more than 03 entities with the condition that one should be principal entity with more than 50% stakes in the consortium)/ registered society / registered co-operative society / registered marketing association / registered RWA capable of entering into license agreement, who has / have cleared all up to date outstanding dues of erstwhile MCD / North DMC for allotment of authorized parking sites of North DMC.
2. The Tender Document, containing instructions to bidders, bid formats and terms and conditions of contract etc, can be obtained from 08th May, 2015 to 18th May 2015, from the Office of Administrative Officer, Remunerative Project Cell (R.P. Cell), North DMC, upon payment of a Non-refundable amount of Rs.1,000/- (Rupees One Thousands only), in the form of a Bank demand Draft/Pay Order of a nationalized/scheduled bank, payable at "Delhi" towards the cost of tender Document Alternatively, the tender document can also be downloaded from the MCD website www.mcdonline.gov.in. In case the tender document is downloaded from the MCD website www.mcdonline.gov.in then while submitting the Bids, a Bank Demand Draft/Pay Order, for Rs.1,000/- (Rupees One Thousands only) (Non-refundable), of a nationalized/scheduled bank, drawn in favour of "Commissioner, North Delhi Municipal Corporation", payable at "Delhi" must be submitted along with the Technical Bid.
3. Pre-bid meeting 11.05.2015 at 12:00 hours
4. Date of issue of corrigendum/ addendum : 14.05.2015
5. Last date for submission of bids 19.05.2015 up-to 1:00 P.M.
6. Date of opening of Technical Bid 19.05.2015 at 2:00 P.M.
7. Date of opening of license fee will be inform separately to the technically qualified bidders
8. It must be noted that the Tender Document is not transferable.
9. The Technical and license Bids complete in all respects must be submitted in tender box in the Office of Administrative Officer, (R.P. Cell) on or before 01:00 P.M. of 19th May 2015.


Admin. Officer
R.P. Cell/North DMC

Administrative Officer
North Delhi Municipal Corporation
Remunerative Project Cell

North Delhi Municipal Corporation



Document_Parking_Ots 08.05.2015

Tender Document
for
"Allotment of North Delhi Municipal Corporation Authorized Parking
Sites on Monthly License Fee Basis"

8th MAY, 2015

Date of Issue	Issued To (Name & Address)	Cost of Tender Document	Payment Details			Signature of Issuing person
			DD No.	Name of the Bank	Branch	
08.05.2015		Rs. 1000/-				

Office of the Deputy Commissioner (R. P. Cell),
North Delhi Municipal Corporation,
16th Floor, E1 Block, Dr. SP Mukherjee Civic Centre,
Minto Road, New Delhi-110002.
Tel. No. 01123226602
Phone No.: 011-2322 6602
Email: adc-rpc-ndmc@mcd.gov.in

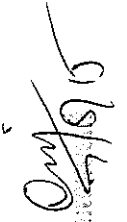

NP Cell
North Delhi Municipal Corporation
Civic Centre, Minto Road, N. Delhi

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RFP Document - Parking Lots 08.05.2015

S. K. Singh
 Sr. Officer
 North Delhi Municipal Corporation
 15/1, Connaught Place, New Delhi

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Section 1 - Invitation for Bids

1. The North Delhi Municipal Corporation (hereinafter also referred to as "North D.M.C.") intends to allot the authorized parking sites under its jurisdiction by way of award of license which shall be awarded through open tender to highest bidder who fulfills the requisite criteria and submits all the requisite documents and laid down earnest money deposit, etc. Accordingly, this invitation to Tender is for "Allotment of North Delhi Municipal Corporation Authorized Parking Sites on Monthly License Fee Basis".
2. Bidders are advised to study the Tender Document carefully. Submission of Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications. Sealed offers prepared in accordance with the procedures enumerated in Clause 1 of Section 2 should be submitted to the Deputy Commissioner (R.P. Cell) not later than the date and time laid down, at his address given in the Schedule for Invitation to Tender under Clause 5.
3. All Bids must be submitted with the requisite Earnest Money Deposit (EMD) i.e., three times the reserve Monthly License fee of respective site enclosed with the Pre-Qualification Bid.
4. This Tender document is not transferable.
5. Schedule of Invitation for Bids
 - a) Name of the Office:
Commissioner, North D.M.C acting through Deputy Commissioner (R.P. Cell), North D.M.C.
 - b) Addressee and Address at which Bids to be submitted:
Shri Dharmendra Kumar,
Deputy Commissioner (R.P. Cell),
North Delhi Municipal Corporation,
16th Floor, E1 Block, Dr. SP Mukherjee Civic Centre,
Minto Road, New Delhi – 110 002.
 - c) Last time and date for receipt of Tender
On or before 13.00 hours on 19 day of May 2015
 - d) Place, Time and Date of opening of Pre-Qualification Bids:
25th Floor, Conference Hall, Civic Center,
North Delhi Municipal Corporation,
E1 Block, Dr. SP Mukherjee Civic Centre,
Minto Road, New Delhi – 110 002.
at 14.00 hours on 19 day of May, 2015
 - e) Name of the Contact person for any clarification:
Shri Kaushish Kumar,
Administrative Officer (R.P. Cell),
North Delhi Municipal Corporation,
16th Floor, E1 Block, Dr. SP Mukherjee Civic Centre,
Minto Road, New Delhi – 110 002.
Tele No. 011-23226605
E-mail : adc-rpc-ndmc@mcd.gov.in
 - f) Date till which the response to the Tender should be valid:
90 days from the date of opening of the Pre-Qualification Bids.

S. No.	Activity	Date
1	Date of Issue/ Release of Tender	08.05.2015
2	Pre- Bid Meeting	11.05.2015 at 12.00 Hours at 25th Floor, Conference Hall, Civic Centre, New Delhi- 110002.
3	Date of Issue of Corrigendum/ Addendum	14.05.2015
4	Date of placement of Tender Box at 16th Floor for submission of bids	19.05.2015, 9.00 Hours onwards
5	Last date for submission of bids	19.05.2015, Till 13.00 Hours
6	Date of Opening of Pre-Qualification Bids	19.05.2015 at 14.00 hours at 25th Floor, Conference Hall, Civic Centre,

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		New Delhi- 110002.
7	Date of Opening of Financial Bids	Will be informed separately to the Qualified Bidders

g) Important dates :

The following table provides information regarding the important dates of the Tender process for Project:

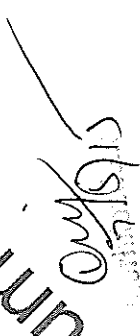
h) Period from which Parking Services have to commence

The work should commence within 15 (fifteen) days from the date of Letter of Award of License to the successful Bidder.

6. The Bidder is required to pay **Rs. 1,000/- (Rupees One Thousand Only)** towards Tender Document Fee, at the time of submission of the Bids, in the form of a Bank Demand Draft/ Pay Order **failing which the Bids submitted by the Bidder shall not be entertained and shall be rejected out-rightly.** The Bank Demand Draft/ Pay Order must be drawn in favor of **"Commissioner, North Delhi Municipal Corporation"** and payable at **"New Delhi"** and enclosed in the **Qualification Bid. The Tender Document Fee is Non-Refundable.** If, however, the Tender Document was purchased from the office of North DMC or Bank Demand Draft/ Pay Order if the Tender Document was downloaded from the website **"www.mcdonline.gov.in"** of North D.M.C, the Bidder must enclose the **Proof of Payment (copy of G8 Receipt) or DD** in the Qualification Bid.

Note: The North D.M.C shall not be responsible for non-receipt / no-delivery of the Bid documents due to any reason whatsoever.

RFP Document - Parking Lots 08, 09, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100


 NP Cell
 North Delhi Municipal Corporation
 15/16, Connaught Place, Minia Road, New Delhi

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Section 2 - Instructions to Bidders

1. **Eligibility & Procedure for submission of Bids**
 - a. Any adult citizen of India / partnership firm / public limited company / private limited company / consortium firm (of not more than 03 entities with the condition that one should be principal entity with more than 50% stakes in the consortium)/ registered society / registered co-operative society / registered marketing association / registered RWA capable of entering into license agreement, who has / have cleared all up to date outstanding dues of erstwhile MCD / North DMC , if any, shall be eligible to participate in the tender for allotment of parking sites on license basis as per terms and condition of this tender.
 - b. For the purpose of site having Reserve Monthly Licence Fee (RMLF) of above Rs. 2.00 Lac, the bidder must have experience of running / managing parking site for at least one year as in the month previous to the month in which Notice Inviting Tender NIT is issued. For sites having RMLF upto Rs. 2 lacs no experience will be required.
 - c. Any individual / partnership firm / public limited company / private limited company / consortium firm / registered society / registered co-operative society / registered marketing association / registered RWA whose license has been cancelled / black listed / debarred in the past by any Central / State Govt. department all over India, is any, or any of its partner / proprietor / director / member have been blacklisted for breach of terms and conditions of the agreement, shall not be eligible for offering tenders and the individual / partnership firm / Public Limited Company / Pvt. Limited Company / consortium firm/ registered society / registered co-operative society / registered marketing Associations / registered RWAs shall be required to furnish an undertaking to this effect along with tender form.
 - d. Any person/ party/ firm or registered parking contractor who is disqualified or ineligible to participate in the tender according to the aforesaid conditions shall not be qualified to offer the tender in the name of its associate concern subsidiaries/ principals/ front and the commissioner/authorized officer on his behalf may declare the tenderer disqualified on this ground, if he is of the opinion that the said tenderer is acting in collusion with for the benefit of any other party who would have been disqualified to participate in tender of his own.
- 1.1. It is proposed to have a **Two Cover System** for this Tender process as under:
 - a) **Part I - Pre- Qualification Bid; and**
 - b) **Part II - Financial Bid.**
- 1.2. Each copy of Pre-Qualification Bid and Financial Bid of the Bidder should be put in separate sealed covers super scribing the wordings "**Envelope A – Part I - Pre-Qualification Bid**" and "**Envelope B – Part II - Financial Bid**" respectively. **Each copy of Pre- Qualification Bid** should also be marked as "**Original**" and "**Copy**". In the event of discrepancy between the original and the copy, the **Original** shall prevail. For financial bid, only single (original) copy should be put in sealed cover.
- 1.3. The copies, of each Bid, must be put in a single sealed cover super scribing the wordings "**Part I - Pre-Qualification Bid**" and "**Part II - Financial Bid**" as the case may be.

It must be noted that License Fee quoted should not be indicated in the Pre- Qualification Bid and must be indicated in the Financial Bid only.
- 1.4. The cover containing Two copies of Pre-Qualification Bid and the cover containing single copy of Financial Bid, prepared in accordance with **Clause 1.3**, must be put in another envelope and this envelope should be clearly marked "**Allotment of North Delhi Municipal Corporation Authorized Parking Sites on Monthly License Fee Basis**". The Bid Covers are to be kept in a single sealed cover super scribed with Tender Number, Due Date, Item number and the wordings "**DO NOT OPEN BEFORE 14.00 hours on 19 May, 2015**".
- 1.5. The cover thus prepared **must also indicate clearly the name, address and telephone number of the Bidder**, to enable the Bid to be returned unopened in case it is declared "**Late**".

1.6. Each copy of each of the Bid should be a complete document and should be bound as a volume. **The document should be page numbered and appropriately flagged and contain the list of contents with page numbers. Different copies must be bound separately.** The deficiency in documentation may result in the rejection of the Bid.

1.7. The Bidder must also provide the Pre-Qualification and Financial Bids in the respective covers, **in soft copy in MS Excel/ MS Word format only**, in the form of a non-re-writable CD (Compact Disc).

- o Two copies of CD containing the Pre-Qualification Bid
- o Two copies of CD containing the Financial Bid

1.8. The CD's would be sealed along with the hard copies of the respective Pre-Qualification and Financial Bids. **In case of any discrepancy in the contents of the documents, the information furnished on original paper document shall prevail over the soft copy.**

2. Cost of Tender Document

2.1. The Bidder shall bear all costs associated with the preparation and submission of its Bids, including cost of presentation for the purposes of clarification of the Bids, if so desired by the North D.M.C. The North D.M.C will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tender Process.

3. Contents of the Tender Document

3.1. The Schedule of Requirements & Scope of Goods/ Services of the Goods/ Services required, Bid procedures and Contract terms are prescribed in the Tender Document. In addition to **Section 1 - Invitation for Bid**, the Tender Document includes:

- a) **Section 2** - Instructions to Bidders;
- b) **Section 3** - This Section comprises of following Sections:
 - Section 3A** - Agreement Form
 - Section 3B** - General Conditions of Contract
- c) **Section 4** - This Section comprises of following Sections:
 - Section 4.1** - Pre-Qualification Bid
 - Section 4.2** - Financial Bid
- d) **Section 5** - This Section comprises of following Appendices
 - Appendix A** - Format for Power of Attorney for Signing of the Bid.
 - Appendix B** - Format for Information Regarding Any Conflicting Activities and Declaration Thereof.

3.2. The Bidder is expected to examine all instructions, forms, general terms & conditions, and Schedule of requirements in the Tender Document. **Failure to furnish all information required by the Tender Document or submission of a Bid not substantially responsive to the Tender Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.**

4. Amendment of Tender Document

4.1. At any time prior to the last time and date for receipt of Bids, the North D.M.C, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by an amendment.

4.2. The amendment will be notified **in writing or by e-Mail** to all the prospective Bidders who have sought clarification on the Tender Document and will be binding on them. **The amendment will also be uploaded on the Website "www.mcdonline.gov.in"** of North D.M.C.

4.3. In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the North D.M.C may, at its discretion, extend the last date for the receipt of Bids.

5. Language of Bids

5.1. The Bids prepared by the Bidder and all correspondence and documents relating to the Bids exchanged by the Bidder and the North D.M.C, shall be written in the **English language**.

6. Documents Comprising the Bids

6.1. The Bids prepared by the Bidder shall comprise of the following components:

- a) **The Pre-Qualification Bid** should comprise of **Annex 4.1.1, Annex 4.1.2 and Annex 4.1.3** along with Documents/ Supporting Documents to be enclosed in respect of

conditions of eligibility for Pre-Qualification (Please refer to Clause 13 of Section 2 – Instructions to Bidders).

b) The Financial Bid (Section 4.2 - Financial Bid) comprising of Annex 4.2.1 along with "Schedule of Rates and Duration".

7. Monthly License Fee

7.1 The Bidder shall indicate in the format prescribed at Annex 4.2.1 of Section 4.2, the Monthly License Fee for providing Parking Services, it proposes to provide under the Contract. **Transparent Cellophane Tape should be pasted over the Total Amount quoted, in figures and words, failing which the Financial Bid may be treated as non-responsive.**

7.2 In the absence of above information, as requested in Clause 7.1, a Bid shall be considered as incomplete and summarily rejected.

7.3 There shall be a minimum reserve Monthly License Fee fixed for each parking site which shall not be less than Rs.10,000/- in any case.

7.4 There will be separate minimum Reserve Monthly License Fee (RMLF) for each of the parking site as per their size/ economic potential etc. as mentioned against the site in the NIT (Notice Inviting Tender). The same is reproduced below:

S. No.	Parking Site Description	Reserve Monthly License Fee (in Rupees)	Maps available in appendix D of Tender Documents
1	Church Mission Road	1680000	MLUG
2	New Mori Gate, Bus Truck Parking	1522750	C1
3	Ajmal Khan Part-1	3380700	C2
4	Ajmal Khan Part-2	324169	C3
5	Meena Bazar	295313	C4
6	Tank Road Prasad Nagar	274500	C5
7	Near Police Post ISBT	225000	C6
8	Qutab Road Near Sadar Bazar Railway	225000	C7
9	Karam Pura Commercial Complex	191250	C8
10	MLUG Model Town-IK	168750	MLUG
11	Jagat Cinema Murgu Mkt.	150000	C9
12	Jeevan Mala Hospital	112500	C10
13	Bhagirath Palace	109688	C11
14	Parking Outside Around Saroj Hospital	100575	C12
15	Videocon Tower Jhandewalan	92813	C13
16	Radha-Mohan club	90000	C14
17	JD Block Pitampura	84375	C15
18	Old Rajender Nagar Market	76781	C16
19	Kotla Road Bal Bhawan	67500	C17
20	Everbake Restaurant to Prabhu Dayal	50625	C18
21	LSC D Block Prashant Vihar	50625	C19
22	Outside Sunder Lal Jain Hospital	33750	C20
23	East & West Patel Nagar	33750	C21
24	Railway Reservation Office Rohini Sec-17	33750	C22
25	Commercial Complex Pentamide Hospital Gujrawalan Town	33750	C23
26	Around Ajmal Khan Park	27844	C24
27	Trinagar to Inderlok Metro Station	25313	C25
28	T-Point, Naraina Inder Puri	18750	C26
29	Z-Block Loha Mandi	18750	C27
30	Tempo Parking Opposite Delhi Stock Exchange	16875	C28
31	Around M2k Rohini Commercial Complex	16875	C29
32	Bhagwan Mahavir Hospital Pitampura	16875	C30
33	BQ Market Shalimar Bagh	16875	C31
34	Telephone Exchange Near Jaipur Golden Hospital	16875	C32

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8. Earnest Money Deposit (EMD)/ Bid Security

- 8.1 The Bidder shall have to deposit an amount equal to three times the reserve monthly licence fee fixed for the site as Earnest Money Deposit (EMD)/ Bid Security, by way of Bank Draft along with the **Pre-Qualification Bid**.
- 8.2 The EMD shall be denominated in Indian Rupees, and shall be in the form of a Bank Demand Draft/ Pay Order issued by a **Nationalized/ Scheduled Bank**. The Bank Demand Draft/ Pay Order must be drawn in favor of "**Commissioner, North Delhi Municipal Corporation**" and payable at **New Delhi**.
- 8.3 The EMD is required to protect the North D.M.C against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to **Clause 8.6**.
- 8.4 The EMD will be kept as security deposit in case of the **Successful Bidder** and shall not be adjustable towards **Monthly License Fee (hereinafter referred to as "MLF")**. The EMD of successful Bidder will be refunded to him after successful completion of contract agreement period, without any interest on it.
- 8.5 Bids submitted **without the Earnest Money Deposit (EMD)/ Bid Security will be rejected summarily**.
- 8.6 The EMD will be forfeited:
- a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Bid; or
 - b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to execute the Agreement in accordance with **Clause 26**; or
 - (ii) to furnish Contract Performance Security in accordance with **Clause 27**.
- 8.7 Earnest money in respect of unsuccessful Bidder will be refunded/ returned without any interest, unless the same is forfeited for some other reasons.
- 9. Period of Validity of Bids**
- 9.1 The validity of the offer shall be 90 days from the date of opening of Pre-Qualification Bids prescribed by the North D.M.C and the same cannot be withdrawn by the Bidder before the expiry of validity period, otherwise EMD shall be forfeited and the Bidder shall be blacklisted for further tenders, besides other action being taken against him. **A Bid valid for a shorter period shall be rejected by the North D.M.C as non-responsive.**
- 9.2 In exceptional circumstances, the North D.M.C may solicit the Bidder's consent to an extension of the period of validity of the Bids. The request and the responses thereto shall be made in writing or by e-Mail. A Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request will not be required nor permitted to modify its Bid.
- 10. Format and Signing of Bid**
- 10.1 The Bidder shall prepare two copies of each Bid, clearly marking each "**Original**", and "**Copy**" as appropriate in accordance with **Clause 1**. In the event of any discrepancy between them, the original shall govern.
- 10.2 The "Original" and "Copy" of the Bid shall be typed or written in indelible ink. The "**Original**" and "**Copy**" shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder's Firm/ Company to the Contract. **The authorization shall be indicated by written Power-of-Attorney, as per the format prescribed in Appendix A, accompanying the Pre-Qualification Bid. All pages of the Pre-Qualification and Financial Bid shall be initialled and stamped by the person or persons signing the Bid.**
- 10.3 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.
- 11. Revelation of License Fee**
- 11.1 **Monthly License Fee in any form or by any reason before opening of the Financial Bids must not be revealed, failing which the Bid shall be liable to be rejected.**

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12. Local Conditions

- 12.1 The Bidder shall inspect the parking site which will be given on 'as is where is' basis and may obtain necessary clarification, if any, regarding the same to his full satisfaction before offering bid for the same. The Bidder shall acquaint himself of all the local conditions and the parking sites conditions.
- 12.2 The Bidder should bid the amount by considering its entire potential to attract the customers (vehicle owners). North D.M.C will not be responsible for any decline in the potential of revenue at the parking site for any reason whatsoever.

13. Conditions for Eligibility and Pre-Qualification of Bidders

- 13.1 The conditions for Eligibility and Pre-Qualification of Bidders are prescribed in **Annex 4.1.3 of Section 4.1 of this Tender Document**. Accordingly, for the purpose of Pre-Qualification of Bidders, the Bidder must enclose in their **Pre-Qualification Bid**, statement of qualification as per format prescribed in **Annex 4.1.3, duly supported by necessary documentary evidences**, as applicable.
- 13.2 **Failure to meet all the conditions prescribed in Annex 4.1.3 for Eligibility and Pre-Qualification of Bidders and/ or failure to submit all the information supporting documents may render the Bidder not being Pre-Qualified.**

14. Sealing and Marking of Bids

- 14.1 The Bidders shall seal and mark the Original and each Copy of the Bid strictly in accordance with **Clause 1**.
- 14.2 If the outer cover of the Bid is not sealed and marked as required by **Clause 1**, the North D.M.C will assume no responsibility for the Bid's misplacement or premature opening.

15. Last Date for Receipt of Bids

- 15.1 Bids will be received by the North D.M.C at the address specified under **Clause 5(b) of Section 1** not later than the time and date specified in **Clause 5(c) of Section 1**. In the event of the specified date for the receipt of Bids being declared a holiday for the North D.M.C, the Bids will be received up to the appointed time on the next working day.

- 15.2 **The North D.M.C may, at its discretion, extend the last date for the receipt of Bids by amending the Tender Document in accordance with Clause 4, in which case all rights and obligations of the North D.M.C and Bidders previously subject to the last date will thereafter be subject to the last date as extended.**

16. Late Bids

- 16.1 Any Bid received by the North D.M.C after the last date and time for receipt of Bids prescribed by the North D.M.C, pursuant to **Clause 5(c) of Section 1, will be rejected and/or returned unopened to the Bidder.**

17. Address for Correspondence

- 17.1 The Bidder shall designate the official mailing address, place, e-Mail and fax number to which all correspondence shall be sent by the North D.M.C.

Original
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Call
North Delhi Municipal Corporation
City Centre, Minto Road, N.D.C.

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18. **Opening of Bids by North D.M.C**

- 18.1 On the basis of information furnished in the **Pre-Qualification Bid**, pursuant to **Clause 13**, Bidders will be pre-qualified. The Bid of Bidders, who do not qualify at this stage, will not be taken up for further evaluation, and the sealed **Financial Bid of such Bidders will be returned unopened immediately.**
- 18.2 **Bids of only Pre-qualified Bidders will be taken up for further evaluation of their Financial Bid.**
- 18.3 The North D.M.C will open the Bids, in the presence of the representatives of the Bidders who choose to attend, at the time, date and place, as mentioned in **Clause 5 of Section 1** of this Document.
- 18.4 **The Bidders' names, modifications, Bid withdrawals and the presence or absence of the requisite Tender document fee, EMD and such other details as the North D.M.C, at its discretion, may consider appropriate will be announced at the Bid opening.**
- 18.5 **The North D.M.C will prepare minutes of the meeting held for opening of the Bids.**

19. **Clarifications**

- 19.1 When deemed necessary, the North D.M.C may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or price quoted.

20. **Preliminary Examination**

- 20.1 The North D.M.C will examine the Bids to determine whether they are complete, whether required Tender Document Fee and EMD have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- 20.2 **Arithmetical errors will be rectified on the following basis:** In the event of any difference between figures and words, the amount indicated in words shall prevail. If the Bidder does not accept the correction of errors, its Bid will be rejected.
- 20.3 **A Bid determined as not substantially responsive will be rejected by the North D.M.C and may not subsequently be made responsive by the Bidder by correction of the non-conformity.**
- 20.4 The North D.M.C may waive any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

21. **Contacting the North D.M.C**

- 21.1 No Bidder shall contact the North D.M.C on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded.
- 21.2 Any effort by a Bidder to influence the North D.M.C's Bid evaluation, Bid comparison or Contract award decisions may result in the rejection of the Bidder's Bid.

22. **Evaluation of Bids**

22.1. **Phase I: Evaluation of Pre-Qualification Bids**

Pre-Qualification Bids will be opened in the presence of representatives of the Bidders who choose to be present as per the date indicated by the North D.M.C. A detailed analysis will be subsequently carried out by the North D.M.C.

Pre-Qualification Bids which meet the above mentioned criteria will be eligible for consideration in the subsequent round(s). If required, the North D.M.C may seek specific clarifications from any or all Bidder(s) at this stage. The North D.M.C shall determine the Bidders that qualify for the next phase after reviewing the clarifications provided by the Bidder(s).

22.2. **Phase II: Evaluation of Financial Bids**

In this phase, the Financial Bids of the Bidders, who are pre-qualified in Phase I, shall be opened in the presence of representatives of the Bidders who choose to be present as per the date indicated by the North D.M.C.

Criteria for Determination of the Best Evaluated Financial Bid

The Bidder, who has quoted the **highest Monthly License Fee in its Financial Bid**, will be evaluated as the **Best Evaluated Bid (H1)**.

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23. **North D.M.C's Right to Accept Any Bid and to Reject Any or All Bids**

23.1 The North D.M.C reserves the right to accept any Bid, and to annul the Tender process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the North D.M.C's action.

24. **Acceptance of Tender/ Bid:**

24.1 The officer opening the tenders may without assigning any reason cancel the tender bid or negotiate with the highest Bidder.

24.2 The offer/ bid made by the Bidder shall be subject to acceptance by the Competent Authority of North D.M.C or any other officer authorised/ delegated by him.

24.3 Parking license will be given to the highest bidder, even if there is valid single bidder. But, no bid quoting MLF less than the minimum Reserve MLF will be accepted.

24.4 In case, there are two successful highest bidders, with matching bids, the H-1 will be declared by lucky draw system under the supervision of competent authority of the North D.M.C in the presence of both the bidders.

24.5 In case H- 1 fails to accept the offer within 15 days and refuses to take possession of the site within the stipulated period then the site will be offered to H-2 bidder if he is willing to operate the site at the same amount as offered by the H-1 bidder. However, if H-2 also does not accept the offer or take possession then the site will be re-tendered.

24.6 Prior to the expiry of the period of Bid validity, the North D.M.C will issue an Offer Letter to the successful Bidder in writing by registered letter or by e-Mail, to be confirmed in writing by a registered letter, that its Bid has been accepted.

25. **Agreement to be executed**

25.1 The successful Bidder shall execute an agreement with the North D.M.C in the format to be supplied by the North D.M.C on a non-judicial stamp paper of Rs. 50/- duly attested by 1st Class Magistrate or Oath Commissioner, to be purchased and provided by the said Bidder within 10 days of acceptance of the offer, failing which the earnest money shall be forfeited and offer by the North D.M.C shall be deemed to have been cancelled.

26. **Remaining EMD/ Security Deposit/ Bank Guarantee/ F.D.R.**

26.1 Within 15 days of the issuance of offer letter the successful bidder shall have to deposit

- a) the difference of amount of quoted MLF for 03 months and reserve monthly licence fee for 03 months (i.e., EMD(Amount) as part of Security Deposit over and above the EMD already deposited along with the bid by way of demand draft in favour of Commissioner, North DMC, payable at New Delhi.
- b) Bank Guarantee or Fixed Deposit in the name of Commissioner, North DMC by a Scheduled/ Nationalized Bank of the amount equivalent to the 3 (three) times of the quoted Monthly License Fee (MLF) valid for the entire period of the license agreement plus six months thereafter.

26.2 Failure of the successful Bidder to comply with the requirement of Clause 26 and/or Clause 27 shall constitute sufficient grounds for the annulment of the offer and forfeiture of the EMD, in which event the North D.M.C may award the Contract to the next best evaluated Bidder or call for new Bids.

27. **Litigation History**

Any entity which has been debarred/ blacklisted by any Central/ State Government, or any entity controlled by it, from participating in any assignment/ project, and the bar subsists as on the date of Application (even if the litigation is pending on the same dispute (debarred / blacklisted) under the jurisdiction/ arbitration/ laws), shall not be eligible to submit the Bid.

28. **Fraud and Corrupt Practices**

(i) The Bidders and their respective officers, employees, agents shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained herein, North D.M.C may reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the selection process.

(ii) Without prejudice to the rights of North D.M.C hereinabove, if the Bidder is found by

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North D.M.C to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, such Bidder shall not be eligible to participate in any of Tender issued by North D.M.C during a period of 2 (two) years from the date such Bidder is found by R.P. Cell / North D.M.C to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

(iii) For the purposes of this, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **“Corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the selection process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the North D.M.C who is or has been associated in any manner, directly or indirectly, with the selection process or the Offer Letter or has dealt with matters concerning the agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the North D.M.C, shall be deemed to constitute influencing the actions of a person connected with the selection process); or (ii) engaging in any manner whatsoever, whether during the selection process or after the issue of the Offer Letter or after the execution of the agreement as the case may be, any person in respect of any matter relating to the project or the Offer Letter or the agreement, who at any time has been or is a legal, financial or technical adviser of the North D.M.C in relation to any matter concerning the Project;
- (b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the selection process;
- (c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the selection process;
- (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the North D.M.C with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or (ii) having a Conflict of Interest; and
- (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

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R.P. Cell
Municipal Corporation
B. Castro, Minto Road, N.D.C.

RFP Document

7 of 8

Section 3A - Agreement

LICENSE AGREEMENT

(All notes should be deleted in final text)

THIS AGREEMENT (hereinafter called the "Contract") made the [day] day of the month of [month], [year]

Between

The **North Delhi Municipal Corporation** acting through Deputy Commissioner/ Addl. Deputy Commissioner (R.P. Cell), **North Delhi Municipal Corporation** (hereinafter "**the North D.M.C** ") of one part and shall be deemed to include any other representative authorized by the Commissioner, North Delhi Municipal Corporation

And

_____(Name of the Selected Bidder) (hereinafter called "**the Licensee**") of the other part and shall be deemed to include the Second Party's successors, representatives (approved by the **First Party**), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the Contract, having its registered office at _____

WHEREAS

- (a) the North D.M.C has requested the Licensee to provide certain Services as defined in this Contract (hereinafter called the "**Parking Services**");
- (b) the Licensee, having represented to the North D.M.C that it has the required professional skills, and personnel and resources, has agreed to provide the Parking Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) **Annexure A** – List of Parking Site (s)
 - (c) **Annexure B** – Monthly License Fee
2. The mutual rights and obligations of the North D.M.C and the Licensee shall be as set forth in the Contract, in particular:
 - (a) the Licensee shall provide Parking Services at the Parking Site (s), as per **Annexure A**, in accordance with the provisions of the Contract; and
 - (b) the Licensee shall make payments towards the Monthly License Fee, as per **Annexure B**, to the North D.M.C in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed, Sealed and Delivered for & on behalf of the Licensee	Signed, Sealed and Delivered for and on behalf of the Commissioner, North D.M.C
--	---

Signed Name : _____
 Designation : _____
 Date : _____
 Place : New Delhi

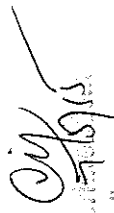
in the presence of :

Name : _____
 Designation : _____
 Date : _____
 Place : New Delhi

Signed Name : _____
 Designation : _____
 Date : _____
 Place : New Delhi

in the presence of :

Name : _____
 Designation : _____
 Date : _____
 Place : New Delhi



AP Cell
 North Delhi Municipal Corporation
 25th, Centre, Minto Road, N.D.C.

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Section 3B – General Conditions of Contract (GC)

1 General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in India.
- (b) **“North D.M.C.”** means the North Delhi Municipal Corporation and shall be deemed to include any other representative authorized by the Commissioner, North Delhi Municipal Corporation.
- (c) **“Licensee”** means any individual / partnership firm / public limited company / private limited company / consortium firm (of not more than 03 entities with the condition that one should be principal entity with more than 50% stakes in the consortium)/ registered society / registered co-operative society / registered marketing association / registered RWA etc. that will provide the Parking Services at the Parking Sites under the North D.M.C under the Contract.
- (d) **“GC”** means these General Conditions of Contract.
- (e) **“Contract”** means the License Agreement signed by the Parties and all the attached documents listed in its Clause 1 of the License Agreement, that is, the General Conditions (GC) and the Annexures.
- (f) **“Monthly License Fee”** means the License Fee to be paid by the Licensee to the North D.M.C, for providing Parking Services at the Parking Sites under the jurisdiction of North D.M.C, in accordance with Clause 7 of GC.
- (g) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause 2 of GC.
- (h) **“Local Currency”** means the currency of India.
- (i) **“Party”** means the North D.M.C or the Licensee, as the case may be, and **“Parties”** means both of them.
- (j) **“Personnel”** means persons deployed/ hired by the Licensee and assigned for providing the Parking Services or any part thereof under this Contract.
- (k) **“Services”** means the Parking Services to be provided by the Licensee at the Parking Sites under the jurisdiction of North D.M.C pursuant to this Contract.
- (l) **“In writing”** means the communication in written form with proof of receipt.

1.2 Interpretation

In this Contract unless a contrary intention is evident:

- (a) the clause headings are for convenient reference only and do not form part of this Contract;
- (b) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- (c) unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- (d) a word in the singular includes the plural and a word in the plural includes the singular;
- (e) a word importing a gender includes any other gender;
- (f) a reference to a person includes a partnership and a body corporate;
- (g) a reference to legislation includes legislation repealing, replacing or amending that legislation;
- (h) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- (i) in the event of an inconsistency between the terms of this Contract and the Tender and the Bid, the terms hereof shall prevail.

1.3 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.

1.4 **Language**

This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5 **Notices**

1.5.1 Any notice, request, letter or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, letter or consent shall be deemed to have been given, made or delivered, when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified through registered post, e-mail ID, etc.

1.6 **Parking Sites**

The Parking Services shall be performed at such Parking Sites as are specified in Annexure A hereto.

1.7 **Taxes and Duties**

1.7.1 The Licensee, and their Personnel shall pay such direct/ indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of India.

1.7.2 **TCS u/s 206 C (IC) of IT Act 1961:** As per the provision of section 206C(1C) inserted by the Finance 9 no. 2) Act, 2004 w.e.f. 01.10.2004 of Income Tax 1961, the Licensee shall be required to deposit TCS @ 2% alongwith surcharge and Education cess on license fee as applicable from time to time.

1.7.3 The liability of all applicable taxes cess and fee or which may be made applicable due to change in Law or whatever reason shall vest with the Licensee being service provider at the rates notified/ revised by the Govt. of India or any agencies from time to time. The liability to pay the service tax rests on the parking contractor and he/she will pay the service tax to the GOI and accordingly his/ her quotation of MLF should be made taking this into account.

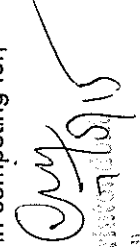
1.8 **Fraud and Corruption**

1.8.1 It is the North D.M.C's policy to require that the North D.M.C as well as the Licensee observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the North D.M.C:

- (a) defines, for the purpose of this provision, the terms set forth below as follows:
 - (i) **"corrupt practice"** means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in Contract execution;
 - (ii) **"fraudulent practice"** means a misrepresentation or omission of facts in order to influence a selection process or the execution of a Contract;
 - (iii) **"collusive practices"** means a scheme or arrangement between two or more Agencies, with or without the knowledge of the North D.M.C, designed to establish prices at artificial, non-competitive levels;
 - (iv) **"coercive practices"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract;

1.8.2 **Measures to be taken by the North D.M.C**

- (a) The North D.M.C may terminate the Contract if it determines at any time that representatives of the Licensee were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that Contract, without the Licensee having taken timely and appropriate action satisfactory to the North D.M.C to remedy the situation;
- (b) The North D.M.C may also sanction against the Licensee, including declaring the Licensee ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the Licensee has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an North D.M.C-financed Contract.



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2. Duration of License :

The license will be for duration of **two years** with effect from the date of handing over the site to the licensee but the agreement shall be **renewed after the expiry of one year with the enhancement of monthly license fee by 10% (ten percent) for the next year**, subject to the satisfactory completion of period of first year of contract. *Satisfactory completion implies that there should not be any dues pending against the contractor.* However, if the allottee/ licensee continue to operate the site after expiry of period, he shall be liable to pay to the corporation the misuse/damages charges @ double the monthly license fee for such period of unauthorized occupation.

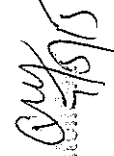
3. Earnest Money/ Security Deposit / Bank Guarantee/ Monthly License Fee:

(a) There shall be a minimum monthly reserve license fee fixed for each parking site which shall not be less than Rs.10,000/- in any case. There will be separate minimum reserve price for each of the parking site as per their size/ economic potential etc. and same will be mentioned against the site in the Notice Inviting Tender (NIT). The tenderer shall have to deposit an amount equal to three times the Minimum Reserve Monthly Licence Fee (RMLF) for the site as Earnest Money Deposit (EMD), by way of Bank Draft along with tender form. The Security Deposit to be paid by the successful bidder shall be the three months quoted MLF. Accordingly, the successful bidder shall deposit the difference of amount of quoted MLF for 03 months and reserve monthly licence fee for 03 months (i.e. EMD Amount) as part of Security Deposit over and above the EMD already deposited along with the bid. These earnest money deposit(s) shall have to be made through demand draft in favour of Commissioner, North DMC, payable at New Delhi and within fifteen days of the issuance of offer letter. **This will be kept as security deposit in case of H1 and not adjustable towards MLF which will be refunded to him after successful completion of contract agreement period, without any interest on it.** Tenders submitted without the earnest money will be rejected summarily. The EMD will be forfeited in case the tenderer does not accept the offer of allotment from the NORTH DMC / RP Cell within 15 days (fifteen days) of issue of offer letter.

(b) A Bank Guarantee or Fixed Deposit in the name of Commissioner, North DMC by a Scheduled/ Nationalized Bank of the amount equivalent to the 3 (three) times of the quoted Monthly Licensee Fee (MLF) valid for the entire period of the license agreement plus six months thereafter has to be made within 15 days of issue of offer letter.

(c) The successful bidder/ Licensee shall deposit, within 05 days (five days) from the date of issuance of allotment letter/ handing over of the parking site - the proportionate monthly license fee in the form of DD (payable to Commissioner, North DMC) for the month in which allotment is made and one calendar advance MLF. For instance, if the allotment letter is issued on 9th of October, the licensee shall deposit proportionate license fee for October and full MLF for the month of November by 14th October. Payments thereafter for subsequent months shall be deposited by the licensee in advance on monthly instalment basis before the end of the month for which the advance MLF is already paid and in no case beyond the **5th of every next month (called the last due date)** vide a demand draft drawn in favour of Commissioner, North DMC.

(d) The above said procedure for deposition of MLF on monthly basis will be followed by the contractor for the second year of the contract, if extended, with 10% enhancement in MLF of the first year.


RP Cell
North District Municipal Corporation