



**SOUTH DELHI MUNICIPAL CORPORATION
OFFICE OF THE DEPUTY COMMISSIONER (RP CELL)**

Dr. Shyama Prasad Mukherjee Civic Centre (25thFloor),
Jawaharlal Nehru Marg, New Delhi-110002, Ph. No. 011-2322-7514

**OPEN TENDER FOR ALLOTMENT OF AUTHORIZED PARKING SITES ON
MONTHLY LICENSE FEE BASIS**

OPEN TENDER NOTICE

No: RPC/SDMC/2018/ D-224

Dated: 05/06/2018

Bids are invited on behalf of Commissioner, SDMC from eligible bidders for allotment of authorized parking sites under the jurisdiction of SDMC on monthly license fee basis in two bid system (Technical and Financial) **for a period of Five Year (3 Years + 2 Years).**

The eligible bidder may submit their bids containing the tender documents duly signed on each page along with requisite Earnest Money and other documents as mentioned in the tender document, which can be obtained from the office of Deputy Commissioner, (RP CELL), Dr. Shyama Prasad Mukherjee Civic Centre (25thFloor) Jawaharlal Nehru Marg, New Delhi-110002 on payment of Rs. 1000/- on any working day during office hours up to **26/06/2018 on 5:00 P.M.**

The tender documents may also be downloaded through SDMC's website www.mcdonline.gov.in, for which the requisite tender Fee of **Rs 1,000/- (Rupees One Thousand Only) per parking site** shall be deposited by way of demand draft/pay order payable at Delhi drawn in favour of Commissioner, SDMC along with submission of the bid.

The bids shall be received up to **11:00 AM on 27/06/2018** at the R.P. Cell, SDMC, 25th Floor, SPM Civic Centre, JLN Marg, New Delhi- 110002 and technical bids shall be opened on the same day at 3.00 PM in the conference room at 6th Floor, Dr. Shyama Prasad Mukherjee Civic Centre, Jawaharlal Nehru Marg, New Delhi-110002.

A pre-bid meeting in respect of the aforesaid tender shall held at **3.00 PM on 18/06/2018** in the conference room at 6th Floor, Dr. Shyama Prasad Mukherjee Civic Centre, Jawaharlal Nehru Marg, New Delhi-110002

Prospective bidders are advised to regularly scan through SDMC website as corrigendum/amendments/clarification/reply to pre-bid query (if any), will be notified on the official website only and no separate advertisement/communication in any other form will be made for this purpose.

Any bid not accompanied with the tender fee and Earnest Money is liable to be summarily rejected.

Asst. Commissioner (RP Cell)

Assistant Commissioner
Remunerative Project Cell, SDMC
25th Floor, Civic Centre
New Delhi-110002

SECTION-1:

ELIGIBILITY CRITERIA AND ESSENTIAL PRE-REQUISITES

1. **Criteria for participation:**

Any individual, Sole Proprietorship Firm, Partnership Firm, Registered Society/Registered Co-operative Society, Public Limited Company or a Private Limited Company, subject to fulfilling the eligibility criteria given in the document elsewhere is eligible to bid for authorized parking sites under the jurisdiction of SDMC.

2. **Site Details:**

Details of 12 (Twelve only) parking sites put to tender and their Reserve Monthly License Fee (RMLF) payable per month is specified in '**Annexure 1**'. Scanned copies of layout plans of various parking sites along with approximate areas are annexed as '**Annexure 14**'.

3. **Eligibility Criteria**

- a. The bidder entity should be in business at least for the last three financial years i.e. from FY 2014-15 onwards.
- b. The firm or the business entity should not have made any losses in the last three financial years. Their net worth should be positive. These shall be calculated and ascertained from the documents mentioned in Para 'c' below.
- c. The financial turnover of the bidder has to be from any legal business activity. The turnover of the bidder shall be ascertained from the following documents which the bidder is required to submit along with his bid:
 - i. Audited Financial Statement of the firm/ company for the preceding three financial years showing the annual turnover duly certified by a Chartered Accountant; (FY 2014-15 onwards)
 - ii. Audited Balance sheet of the firm/ company for the preceding three financial years showing the annual turnover duly certified by a Chartered Accountant; (FY 2014-15 onwards)
 - iii. Income Tax Returns of the firm/company/individual for the preceding three financial years;
 - iv. Details of bank account (as reflected in the I.T. Returns) with bank statement of the firm/company/individual for the last 12 months
- d. The eligibility of a bidder to bid for the number of parking sites shall be decided as under:

The highest financial turnover in the last three financial years (rounded off to nearest thousand rupees) shall be considered for this purpose (i.e. FY, 2014-15, 2015-16 and 2016-17). **This highest financial turnover shall be multiplied by a factor of 5 to arrive at the Annual "Financial Capability" of a bidder.**

Turnover & Net worth should be submitted by the contractor, duly verified by the Chartered Accountant.

Note: The bidders shall work out their financial capability based on above criteria and submit along with tender documents. However, the decision of SDMC on the manner and amount of calculation of the financial capability of the bidder shall be final and binding on all the parties.

A bidder may submit his bids for as many parking sites as he wishes to bid. However, the number of sites allotted shall be limited to his Financial Capability.

4. **Documents to be submitted with tender form:**

Part-I, Bid Application: The Bid Application should be submitted in the format stated below & should be kept in a separate sealed cover super scribing '**Part I - Bid Application - "Tender for allotment of authorized parking sites under the jurisdiction of SDMC"**'. This sealed cover shall contain

- 1) Bid Application in Format given at '**Annexure 2**'.

- 2) Complete tender document, each page duly signed & stamped by the authorized signatory including corrigendum and reply of pre-bid meeting, if any.
- 3) Power of Attorney in the name of the Authorized Signatory in Format given at **'Annexure 6'**.
- 4) Requisite earnest money in the form of Bank Draft in favour of Commissioner, SDMC for the amount specified for each site as given **'Annexure 9'**.
- 5) Complete Office address including Phone Number, Fax Number & E-mail ID.
- 6) Similarly in case one tender documents has been physically purchased by any intending bidders and the same is used for tendering purpose by the bidder for more than one parking site, in that case the bidder shall deposit tender fee @ Rs. 1000/- per site. Tender fee @ Rs 1,000/- (Rupees One Thousand Only) **per site** by way of Bank Draft in favour of Commissioner, SDMC, in cases where the tenderers have downloaded the tender document from SDMC website and are using the same for tender purposes.
- 7) Calculations of eligibility Criteria along with all the documents mentioned in para 3 (eligibility criteria) above.
- 8) During opening of the Technical Bids, the Bids found to be not accompanied with Tender "Fees and requisite EMD cost, shall be summarily rejected.

Part-II, Technical Bid: The Bidder shall be required to submit following certificates/undertakings and documents in the technical bid.

- 1) No Dues Certificate issued under the signatures of ASSISTANT COMMISSIONER (RP Cell), SDMC, in case the bidder has been associated with any RP Cell project in the past.
- 2) Undertaking by way of affidavit on a stamp paper of Rs 100/- duly notarized to the effect as per **'Annexure 4'**.
- 3) The bidder/s shall mention his order of preference of parking sites in **Annexure '13'** which shall be considered for order of opening of his financial bid/s for parking sites till his financial capacity exhaust.
- 4) Basic information about Bidder and parking site (s) for which the Bid has been submitted in the format given in **Schedule-A, B, C & D**.

Part-III, Financial Bid: Bidder shall be required to submit the following certificates/undertakings and documents in the financial bid:

1. For each parking site, separate Financial Quote is required in the Format given at **'ANNEXURE-3'**.
2. Financial bid for every site shall be in format required for financial bid & shall be sealed in a separate sealed cover for each parking site super scribing Financial Bid for **Sl. No. "....." Parking site "....."**. All such financial bid(s) shall be kept in separate sealed cover super scribing **'Part III - Financial Bid - "Tender for allotment of authorized parking sites under the jurisdiction of SDMC"**.
3. All the three envelopes as stated above i.e. Part-I, Part-II and Part III shall be further sealed and kept in an envelope super scribing **'Bid - "Tender for allotment of authorized parking sites under the jurisdiction of SDMC"**, clearly mentioning the name, address of the agency/contractor submitting the bid. Any tender not accompanied with any of the above mentioned documents/information/certificates/undertakings/earnest money/tender cost, is liable to be rejected, summarily.
4. Any parking contractor who has been/is associated in any manner with a Firm/Company/Organization, who has not cleared past dues, if any, of SDMC or has been black-listed by either erstwhile MCD or SDMC/NDMC/EDMC, shall not be eligible to participate in the tender and such participation will be rejected, summarily.

Note : If an 'parking contractor/agency' is bidding for more than one site of the NIT, single Technical bid will be acceptable however, separate financial bid(s) & separate earnest money and tender fee shall be submitted for each individual site failing which the bid shall be liable to be rejected.

5. Pre-Bid Meeting

- a. SDMC shall hold a pre-bid meeting with the prospective bidders on date & time and at Address of the Venue mentioned on the data sheet.
- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach at the address specified in Data Sheet by post, facsimile or e-mail on or before Date & time specified in the data sheet.

6. Response to Pre-Bid Queries and Issue of Corrigendum

- a. SDMC will endeavor to provide timely response to all queries. However, SDMC takes no responsibility or guarantee as to the completeness or accuracy of any response made in good faith, nor does SDMC undertake to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, SDMC 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 way of corrigendum.
- c. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the website mentioned on data sheet and e-mailed to all participants of the pre-bid conference. The said communication shall not be made in any other form with any of the intending bidder/firms.
- d. Any such corrigendum shall be deemed to be incorporated into this tender document.
- e. In order to afford prospective Bidders reasonable time in which to take the corrigendum into account in preparing their bids, SDMC may, at its discretion, extend the last date for the receipt of bids.

7. Bid Submission Instructions:

A. Submission Procedure:

The duly filled bid documents should either be submitted in tender box(s) kept at mentioned in the Data Sheet or may be sent by registered post (which shall be valid only if received on or before the due date and time) to the address mentioned in Data Sheet. In case the due date is declared a holiday then due date will be next working day on same time and venue.

- (i) Tender form should be clearly filled in ink/duly typed giving full name and address of the party and in English Language only. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English.
- (ii) Any interlineations, erasures, over-writing, alterations, additions, etc. will disqualify the Tender.
- (iii) That the bid document, including the documents/certificates/undertakings etc. (all pages) must be signed by the authorized signatory of the bidder.
- (iv) The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the tender in his own interest. Failure to furnish all the necessary information as required or submission of a bid not substantially responsive to all the requirements of the tender shall be at Bidder's own risk and may be liable for rejection.
- (v) No bidder is allowed to modify, substitute, or withdraw the Proposal after its submission.
- (vi) Bidders shall submit their Proposals at the given address on or before the last date and time for receipt of proposals mentioned in the tender documents.

B. Rejection of Bids:

SDMC reserves the right to reject any/all bids without assigning any reason thereof and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision. The SDMC may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder on any of the following grounds:

- (i) If he has made misleading or false representations in the tender document submitted by him.

- (ii) If he has any pending dues with erstwhile MCD or SDMC/NDMC or EDMC
- (iii) Any bidder who has been blacklisted by MCD or SDMC/NDMC/EDMC due to any reason.
- (iv) Any bidder who is found to have any interest in the disqualified/blacklisted agency /person /company for which the decision of the SDMC shall be final and binding on all the parties.
- (v) Tries to influence the tender process through direct contact with any official involved in the tender process or through manipulative news reports against any competing bidder / complaints against competing bidders from known or unknown sources.
- (vi) Absence or omission of any document as required as per the tender documents, the concerned bidder shall be declared as not eligible and in that eventuality their financial bid shall not be considered.
- (vii) Fails to provide clarifications related thereto, when sought by SDMC within reasonable time.
- (viii) Any delay in receipt of tender documents through registered post/Speed post / courier shall render the tender invalid. Telegraphic / fax/ e-mail tender etc shall be summarily rejected. Decision of SDMC in this regard shall be final and binding upon.
- (ix) Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any bidder or any other persons not officially concerned with such process until the selection process is over.
- (x) The Technical Bid proposal should not include any financial bid information. A Technical Bid proposal containing any financial bid information shall be summarily rejected.
- (xi) Any superfluous document(s) not related to the mandatory criteria in company profile shall not be taken into account and no weight-age shall be given and shall result in summary rejection of bids. All participating bidders are clearly instructed to attach documents which are relevant to the scope of work / mandatory criteria as specified in the tender document and not any other document.
- (xii) Any bidder found indulging in malicious campaign or disinformation campaign or personal character assassination/vilification against any official of the SDMC or any other bidders either directly or through third parties, at any time after publication of the NIT, shall be liable for rejection of bids and other legal actions as per law. Such bidders may also be blacklisted by the Municipal Corporation.

8. Opening of Tender :

Tender shall be opened at the date and time specified in the **Data Sheet** in the presence of intending bidders/their representatives, who may like to be present at that time. In case Tender opening date is declared HOLIDAY, Tender shall be received and opened on next working day at the same time specified in the **Data Sheet**.

9. Bid Evaluation:

a. Technical Bid Evaluation

- Responsiveness of bids submitted by all the Bidders shall be first examined with respect to Bid application, earnest money and tender fee, immediately after opening of the bids. Requirement of earnest money shall be assessed with respect to the number of parking sites bids by the bidder. Information about the parking sites and the earnest money shall be clearly spelt in the bid application as per '**Annexure 2**'.
- Technical bids of all the responsive bids shall be evaluated as per criteria given in Para 3 (Eligibility criteria) above. All the technically qualified bidders shall be notified indicating their "**Financial Capability**" as ascertained by the documents / information furnished by the bidders in their technical bid(s).

b. Financial Bid Opening/Evaluation:

- i. Financial bids of the technically qualified bidders shall be opened strictly as per the order of preference as submitted by the bidders in 'Annexure 13' for parking sites till the financial capacity of bidder exhausts.
- ii. H1 Bidder would be selected as per para 'i' above and bidders shall be ranked H-1, H-2, H-3 etc. in decreasing order of their financial offers for respective parking sites. However, in the event that two or more Bidders quoting exactly the same bid amount for a particular site, the H1 bidder shall be decided by way of a draw amongst the said bidders then and there itself.
- iii. If there is a case of any discrepancy in quoted amount in words and figures, then the amount quoted by the bidder in words shall be considered. The decision of SDMC in this regard shall be binding and final on the all the party/bidders.
- iv. While opening the financial bids, a particular bidder shall be allowed to win parking sites with aggregate of quoted MLF equal to or less than his "Financial Capability", meaning thereby that once the sum total of his quoted MLF for the parking sites (where the bidder has been declared H1) is equal to his "Financial Capability", his further financial bids shall not be opened.

10. Acceptance of Tender/Bid:

- a. The validity of the offer given by the parking contractor shall be for **Three year (extendable up to further two more year)** from the date of submission of bid 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 future tenders, besides other action(s) that the SDMC may decide to take against him.
- b. The offer/bid made by the bidder shall be subject to acceptance by the competent authority, SDMC or any other officer authorized / designated by the competent authority. Earnest money in respect of unsuccessful bidders will be refunded / returned without any interest, unless the same is forfeited for some other reasons.
- c. Parking contract may be given to the highest bidder (at the discretion of the competent authority), even if there is valid single bidder.
- d. In case, there is more than one highest bidder, with matching bids, successful H-1 bidder will be decided by lucky draw system under the supervision of competent authority of the SDMC in the presence of the bidders. During such a draw either the bidder or his authorized representative along with authorization letter/ certificate shall be allowed to appear/witness in the draw and decision of authorized representative in this regard shall be binding on the party/bidder.

11. Conflict of Interest

Applicants shall not have a conflict of interest (the "Conflict of Interest") that affects the tender process. Any Applicant found to have a Conflict of Interest will be disqualified. An Applicant may be considered to have a Conflict of Interest that affects the RFP Process, if:

- (a) Such Applicant (or any constituent thereof) and any other Applicant (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Applicant or a constituent thereof in the other Applicant(s) (or any of its constituents) is less than 1% of its paid up and subscribed capital; or
- (b) A constituent of such Applicant is also a constituent of another Applicant; or
- (c) Such Applicant receives or has received any direct or indirect subsidy from any other Applicant, or has provided any such subsidy to any other Applicant; or

- (d) Such Applicant has the same authorized representative for purposes of this Proposal as any other Applicant; or
- (e) Such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Applicant; or such Applicant has participated as a consultant to SDMC in the preparation of any documents, design or technical specifications of the Project.

12. Negotiations:

H-1 bidder may be called for negotiations (if any) at the sole discretion of SDMC. If required the bidders may also be asked to extend his validity of rates beyond stipulated period i.e. 180 days.

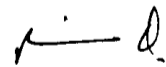
13. Allotment Letter:

The bid (including negotiations, if any) submitted by the agency shall be subject to acceptance by the Commissioner, SDMC or any other officer/authority authorized under DMC Act. The offer once accepted, shall be final and binding upon the parking contractor/agency. The agency shall be liable to complete all the requisite formalities (including but not limited to deposition of security deposit/performance guarantee, advance MLF as mentioned in **Annexure -9**), as specified in working letter, within seven days of issue of the same and thereafter a formal allotment letter shall be issued to the H-1 parking contractor/agency. Any offer/permission granted by the competent authority 'may/can' be withdrawn, any time without assigning any reason thereof.

14. Agreement:

The 'parking contractor/agency' shall be liable to enter into an agreement with SDMC prior to issuance of allotment letter. The agreement is to be executed on a non-judicial stamp paper of Rs. 100/- duly attested by Notary which is to be purchased and provided by the bidder within 7 working days of issue of the offer letter, failing which the earnest money shall be forfeited along with levy of penal action as per penalty clause and offer so issued by the SDMC can be cancelled at the prerogative of SDMC. Agreement format shall be provided by the department along with offer letter and the agreement shall be subject to the provisions contained in the NIT/Tender documents and Act/Rules/Regulations /Bye-laws, as in force from time to time. The decision of the competent authority in SDMC shall be final and binding on any issue arising out of the Agreement. Any supplementary agreement shall be entered on need or circumstantial basis subject to the requirements of SDMC. The bid documents (bid application, technical bid, financial bid and negotiation letter, if any) submitted by the bidder, reply to pre-bid query, if any, addendum/corrigendum, etc. shall form part of the agreement.

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



Assistant Commissioner
Remunerative Project Cell, SDMC
25th Floor, Civic Centre
New Delhi-110002

SECTION-II:

INSTRUCTIONS TO BIDDERS

1. Roles and Responsibilities of the bidder:

- a. **Liaison with agency authorized by SDMC for e-parking solution:** In future SDMC may authorize any agency for implementation of IT based e-parking solution. In this regard the parking contractor shall assist/cooperate SDMC to implement the e- parking solution.
- b. **The Parking contractor shall be responsible for damage caused to the public/property during operation of parking site:** The Parking contractor shall be liable and responsible for any theft of vehicle / accessories and the damages / losses caused to the vehicles during its parking at the site. SDMC will not be responsible or liable on any account for the same and SDMC will not be made a party to any cycles/scooter/motorcycle/car etc. against loss, theft, damages riots, fire and /or other natural accidents. Parking contractor shall obtain a valid insurance policy in respect of any such claim during the operation of the contract and thereafter and pay the premium thereon regularly in respect of insurance company and submit receipt to the DC/ADC (RP Cell) along with the photocopy of such insurance policy premium receipt for verification. Parking contractor will make good the losses due to theft, fire damages etc. to the owner of the vehicles. Parking contractor will get the insurance policy renewed from time to time during the contract/license period failing which his license/contract will be liable to be cancelled / terminated.
- c. The Parking contractor shall be liable and responsible for any loss of life and / or physical harm to the public on account of negligence on the part of parking contractor in maintaining the site properly. In case of multi storied/enclosed parking site, the Parking contractor shall ensure that all the exit gates are open and escape routes are operational round the clock.
- d. The Parking contractor shall not cause any damage to the SDMC property either by himself or through his employees or general public. The Parking contractor shall repair immediately, at his own cost, the damages that may have been (if any) caused to the parking wall/boundary/gate/advertisements etc. as a result of negligence during the parking of vehicles. The decision of Dy. Commissioner RP Cell will be final and binding upon the Parking contractor with regard to liability and quantum of damages to be paid by him.
- e. The Parking contractor shall be liable and responsible for a loss/damage caused in the parking or arising out of the parking sites and he shall indemnify and keep indemnified the SDMC in respect of the losses or damages or expenses of litigation at the SDMC may have to incur in connection with the parking sites.
- f. The parking contractor shall be liable & responsible for any encroachment after allotment.

- 2. The Parking contractor to intimate change of address/E-mail ID:** While submitting his bid, the applicant should mention address of his registered office/ Head office & Branch Office, if different. In case his office is away from Delhi, **after award of work, the parking contractor shall be required to have his registered office/ branch office within the territorial limits of GNCTD.** The Parking contractor shall keep RP Cell of SDMC informed of change in his address, E-mail ID, change in constitution, closure of Bank A/c etc. The intimation of change of address shall be given to the Department for necessary amendments in the SDMC records. Otherwise a communication sent at the address given to the SDMC shall be deemed to have been received by the Parking contractor.

- 3. No subletting of parking rights:** No subletting of the parking site is permissible. The Parking contractor shall manage the Parking site by himself/itself or through his/its

employees but shall not be allowed to sublet the Parking site to any other person/agency/firm. If at any point of time it is found that the Parking site has been sub-let the license, as well as current contract shall be liable for cancellation/termination with the prior approval of competent authority. The bidder shall be given the parking site on 'as is where is' basis and it shall be responsibility of the bidder to **inspect the parking site** and obtain necessary clarification, if any, to his satisfaction before offering to bid for the same. The bidder shall acquaint himself of all the local conditions and the parking site's condition.

4. The bidder should bid the amount by considering its entire revenue potential. SDMC 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 SDMC without any kind of response to the licensee & the licensee shall not be entitled to make any claim / remission on that account.
5. The bidder must conduct survey of the existing processes and make independent evaluation of the scope of work. No bidder can hold the SDMC responsible for non understanding of the scope of work. Bidders are free to visit the said parking site to understand the field operations and current revenue administration. The process is fully in public domain and no separate information shall be given to any bidder by the SDMC on this account.
6. **Premature closure of contract:** In case of implementation of any new comprehensive parking policy for Delhi or any direction by Court of law or parking site being required by Government / Corporation, SDMC retains the right to cancel the license agreement of parking contracts by giving one month's notice in writing and the parking contractor will have to vacate the site. Any claim whatsoever on account of alleged loss of revenue to the parking contractor on above conditions shall not be entertained by SDMC.
7. **Successor Body:** In case, if there is a change in the constitution of the implementing agency, its successor body shall be bound by the agreement during its tenure.
8. **Exclusivity:** The successful bidder shall have exclusive right for the implementation of the said project for the time period as defined above.
9. **Force Majeure:**
 - a) The bidders shall not be responsible for failure or delay in performing their obligations under pressure(s) due to force majeure, which shall include but not be limited to war (invasion, armed conflict or act of foreign enemy, blockade, revolution, riots, insurrection, civil commotion, act of terrorism, or sabotage), Act of God, epidemic, cyber terrorism / cyber criminals, lightning, earthquake, cyclone, whirlwind, flood, tempest, storm, drought, lack of water or other unusual or extreme adverse weather or environmental conditions, action of the elements, meteorites, fire or explosion.
 - b) If the circumstances leading to force majeure occur, the affected party shall give a notice thereof to the other party. The notice shall include full particulars of the nature of Force Majeure event, the effect it is likely to have on the Affected Party's performance of its obligations and the measures which the Affected Party is taking, or proposes to take, to alleviate the impact of the Force Majeure Event and restore the performance of its obligations. The obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure.
 - c) That Security Deposit/Performance guarantee shall not be invoked in case of force majeure situation(s).

10. Term of the contract:

- a. The parking site/sites shall be allotted for a period of Five Year (3 year + 2 years) from the date of signing of agreement/handing over of possession of the parking site to the contractor (whichever is earlier).

10. (A) Termination of the contract:

- a) SDMC shall also have the right to terminate this Agreement by giving thirty (30) days prior written notice to the Contractor without assigning any reason to the Contractor.
- b) In the event, the land of the Parking Lot is required or taken from SDMC by any Government Authority under any Applicable Laws, then in that case, the said Agreement shall automatically stand terminated and Contractor have no right to claim any damages, cost or expenses etc. from SDMC in any manner.

(B) In the following events, SDMC shall have the right to terminate this agreement after intimating the parking contractor about various issues where his performance is not satisfactory. Failure to rectify the same shall result in termination of the contract with immediate effect without further notice:

- i. If the parking contractor becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company/Partnership.
- ii. Contractor is in Material Breach of its obligations under this Agreement and, in the case of such breaches capable of being remedied, fails to remedy that breach within seven days of receiving notice of such breach from SDMC (such notice to specify that it is given under this Article); or
- iii. Contractor or its personnel/ representative/ affiliate takes any action which leads to or which has the potential to adversely affect the reputation or goodwill of SDMC, its affiliates, associates, promoters, directors and key personnel;
- iv. Contractor fails to obtain, renew or maintain any license/contract or approval required by law in connection with the execution of the obligations under this Agreement, or if any such license, approval shall be revoked, suspended, terminated, or shall otherwise expire.
- v. In case of habitual over-charging/Misbehavior/Misuse of the parking rates/fee/site (as mentioned in **Annexure-8** of this document).
- vi. If Contractor fails to pay advance of MLF or violates any applicable law or regulation. Decision of the Commissioner in this regard shall be final and binding.

11. Termination of this Agreement under clause 10(B) will result in the following consequences:

- i. SDMC will be entitled to en-cash the Bank Guarantee/Performance Security deposited by the Contractor by way of Performance Guarantee/Security Deposit with SDMC and decision of the competent authority shall be final and binding upon the parking contractor/agency.
- ii. Upon termination the Contractor shall handover the Parking Lot immediately to the SDMC without any demur or protest.
- iii. No consequential damages shall be payable by SDMC upon termination of the contract.

12. Governing Law:: This Agreement being signed at Delhi shall be governed by and construed in accordance with the laws of India. The Courts at Delhi shall have the exclusive jurisdiction to determine any question, issue, dispute or claim between the parties including any application to be made under the Arbitration and Conciliation Act 1996 as amended and re-enacted from time to time.

13. Interpretation: For interpretation of any clause in the Tender or project functionalities during project execution phase, the interpretation as adopted by the SDMC shall be final and binding.

14. Payment of Taxes: Service tax, TDS/GST/TCS or any other tax as applicable presently or levied by the Central/State Government/any other statutory body in future shall be payable by the Contractor directly to the concerned authorities. The MLF payable to SDMC shall be exclusive of any such tax/levy i.e. Service tax, TDS/GST/TCS etc.

15. Penal Action:

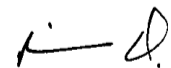
a. The Parking contractor shall have to abide by all the relevant provisions of the DMC Act, Bye-laws framed there under, Orders /Directions of the Courts of law, the Terms & Conditions of the contract and also of the Notice Inviting Tender (NIT), as may be applicable from time to time. Noticing any above violations the Competent Authority shall have the right to levy the under mentioned penalty(s), suspend business with him for any period, debar him from future works/contracts with SDMC and/or black-list him, after following due process of law. The decision of the Competent Authority in this behalf shall be final and binding.

Minor Violations	Penalty
A. Non wearing of Uniform and name badge B. Non maintaining of complaint register/box C Not keeping the premises clean	For every Minor violation mentioned from (A) to C the Parking contractor shall be levied a fine of Rs.25000/- per violation. Repeated violations may entail cancellation of contract

b. In the event of any major violation by the contractor, SDMC may levy heavy fines as listed below and may decide to cancel the contract by following due process of law..

Major Violations	Penalty
A. Overcharging/ Non installation of CCTV B. Non-use of hand-held device for issuing parking slips. C. Covering parking space more-than allowed/ parking of the vehicles beyond permitted area D. Non-display of Notice board. E. Non marking of Yellow line. F. Any Violation of contents affirmed in the Affidavit submitted along with the Tender/Bid. G. Any violation other than listed above as decided by the competent authority H. Non- establishment of PUC Centre	1.First instance of violation 20% of the monthly license fee 2. Second instance of violation 30% of the monthly license fee. 3. Third instance of violation 50% of the monthly license fee 4. Fourth instance of violation 75% of license fee. 5. In the event of violation at fifth instance the parking contract shall be cancelled and no further opportunity shall be given.

c. The contractor at all times is expected to provide parking facilities at the rates agreed upon after deploying properly trained experienced and educated staff. The contractor and his employees have to be courteous to all its patrons and provide services to their satisfaction. All the employees have to be in a specified uniform with their name tags imprinted in the dress. A complaint register and a large complaint box is required to be installed near his office and this information has to be prominently displayed at all sites. Violation of any of these provisions may lead to cancellation of the contract. However in case of minor violations listed above, SDMC may allow the contractor to provide services subject to deposit of fines levied without prejudice of its right to cancel the contract. The decision of SDMC in this regard shall be final and binding.



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16. Surrender:

- a. In the event of surrender of parking license by the Parking contractor the right of acceptance or rejection solely rests with the competent authority, SDMC.
- b. In the case of surrender of the parking without approval of the competent authority of SDMC, Security deposit shall not be adjusted against the license fee of remaining months and shall be either forfeited or refunded after the determination of the license.
- c. **Forfeiture of Performance Guarantee-** in case of Termination/Cancellation of the contract except for force majeure conditions the performance guarantee shall be forfeited.
- d. The Parking contractor, who has surrendered a site, shall not be eligible to participate in the tender process of the same site again at least for two consecutive terms/tenders. To this effect an undertaking shall be given by the parking contractor.
- e. If, any contractor surrenders any site under SDMC on three different occasions, he shall be debarred from participating in future NITs of SDMC for a period as determined by competent authority.
- f. The above mentioned conditions shall not apply in case of force majeure where the surrender is on account of reasons beyond the control of the contractor.

17. Important Instructions:

- a. The buses/**tempo/HMV/LMV** shall not be allowed to be parked at the parking sites, where it has not been specified.
- b. The Parking contractor is expected to install and maintain computers, at all sites to capture all data of parking. At parking sites where the quoted monthly license fee is more than Rs 5 Lakhs, it is mandatory to provide these with uninterrupted power backup, at his own cost. Similarly barriers at entry & exit points of the parking site shall be provided to ensure proper and undisputed monitoring the duration of time of the vehicle parked for charging the parking fee from the owners of these vehicles and also for keeping the record of the vehicles parked.
- c. The Parking contractor shall charge the parking fee only in conformity with the prescribed rates. The Parking contractor shall maintain the record of vehicles parked and parking fee charged for parking the vehicles and inform RP Cell (SDMC) and concerned police authorities every four months about the details of unclaimed vehicles.
- d. Official/Sticker labeled vehicles of South/North/East Delhi Municipal Corporations, GNCTD and Govt. Of India, Hon'ble MPs, Hon'ble MLAs of Govt. of NCT of Delhi, All International Diplomat & Municipal Councilors of all the three Corporations of Delhi and accredited journalists shall be allowed free parking. The contractor must issue free parking slips for these vehicles.
- e. 3% of the parking area at -each parking site (preferably at the entrance of the parking site) shall be reserved for the vehicles belonging to the disabled category. The said areas shall be clearly marked on ground with road marking paint. Also a board/board(s) indicating the same shall be placed at appropriate place(s) including entry and exit of the parking site.
- f. The contractor shall be responsible for clearly marking out the parking area by putting 6 inches wide strips of thermoplastic paint. This is to be done within 4 weeks of taking over of site for parking operation.
- g. The parking contractor shall install barrier(s) at the entry and exit gate of the parking, except the places, where doing so shall not be feasible. In case of such exceptional site, due permission shall be taken from SDMC.
- h. It is understood that the parking site(s) shall be handed over to the contractor on "As is where is" basis and the parking contractor shall be entirely responsible for maintenance of the parking site including repair/filling of potholes (if any) during the contract period of the parking site. The contractor shall ensure that the sites are kept neat and clean. The areas should be properly levelled to ensure comfortable parking.

i. **Timings:-**

The parking shall remain open round the clock and the Parking contractor shall allow parking of vehicles at all times except on valid reasons else non-availability of parking space.

j. **Parking slips to be issued by the Hand Held Device mandatorily:**

- i. The slips mentioning parking fee shall be issued to the commuters only through the Hand-Held Device, to record the time of entry, the time of exit, amount of parking fee charged and the registration number of the vehicles and such other details. This is mandatory and expenses in this regard are to be incurred by each Parking contractor. Certificate to this effect using hand held device to be submitted to the RP Cell within a week after taking over the parking site. SDMC may require the data of the said hand held device to be transmitted to it. The parking contractor shall produce documentary evidence of having procured these machines before the start of parking operations. If it is found at any stage that the Parking contractor is issuing manual parking slips heavy penalties as mentioned elsewhere in the agreement shall be levied leading to termination.
- ii. Parking slips shall have the details showing its Sl. No. of SDMC authorized parking site, Registration number of the vehicle, time of entry and name and address of the Parking contractor along with the period of availability of license along with other details with bold letter whereas the other details which the contractor deems fit in conformity with the terms and conditions of the license which may be printed in small font.
- iii. The records of the computerized slips for hand held device shall be maintained by the Parking contractor and SDMC shall have the right to demand/check this record at any time and the Parking contractor shall be bound to furnish the same within the given time.

18. Parking contractor to hand over peaceful possession, if so required by the SDMC:

- a. In case the site is required by the Commissioner for a Municipal / public purpose, the Parking contractor shall have to hand over the vacant possession of the site at once. In case the site is required for any particular period for the above purpose and the parking site remains closed with prior permission of the competent authority which is beyond control of Parking contractor during the period of agreement, a proportionate amount of license fee for the vacant period may be refundable to him, as per rules, if due. Further, at the time of peaceful vacant possession all plants, tools, fixtures installed/exhibited by the contractor shall become the property of SDMC.
- b. SDMC reserves the right to revise the area and change the site of parking space / place in the vicinity during the currency of the license. In case of revision of size of parking area during the currency of the license the Parking contractor fee well stand revised in the same proportion for the remaining period of the license.
- c. The Parking contractor shall not interfere with the work of construction by the SDMC or any other Govt. agency of any drain, pipe of cable etc. and shall repair at his own cost damage which may be caused to such works to the entire satisfaction of the SDMC.
- d. On the expiry of the period of license/ termination of the license the Parking contractor shall peacefully hand over possession of the parking site to SDMC.

19. Determination of Parking contractor:

At the determination of agreement for whatever causes the Parking contractor shall restore the land in the condition in which it stood immediately before the Parking contractor took it over and shall peacefully hand over the possession of the said site to SDMC. In the event of determination of license, SDMC, reserves the right to ask the Parking contractor to run and maintain the parking site on the terms & conditions of the agreement or as modified temporarily for a specific period as specified by SDMC and in such an event the Parking contractor shall be bound to run the said parking

site till the period SDMC requires and to handover possession of the parking site to SDMC as and when asked.

20. No tenancy rights / title / interest:

- a. This is a license for a limited period and a limited use of parking vehicle only and it shall not create tenancy rights enjoyable by the Parking contractor.
- b. No subletting or its assign of the parking site is permissible. The parking contractor shall manage the parking by himself/itself or through his/its employees but shall not be allowed to sublet the parking site to any other person/agency/firm. In case of violation / breach of the parking agreement the license shall be liable to be cancelled. If at any point of time it is found that there is a reason to believe that the parking site has been sub-let the license shall be liable for cancellation.
- c. The land under site shall always remain the property of SDMC and the Parking contractor shall not claim any right / title / or interest to any right or any nature of easement in relation to or respect thereto.

21. Compliance of any change / revision in the policy / rates of fee

- a. Notwithstanding anything contained in this contract, SDMC reserves the right to revise the rates of parking fee at any time. In case of revision of rates of parking fee for different category of vehicles during the currency of the present contract, the monthly license fee will be payable by the Parking contractor with proportionate increase / decrease, depending upon the percentage of increase / decrease in the rates of parking fee, from the date of implementation of such revised rates of parking fee.
- b. Any change in the parking policy by SDMC during the period of license, will be applicable to the present contract and binding on all, including the parking contractor. Non-compliance of the same for any reason whatsoever, will lead to imposition of penalty applicable from time to time. Any remission on account of introduction of odd-even formula on regular basis shall not be accepted.
- c. In case of implementation of any new comprehensive parking policy for Delhi, SDMC retains the right to cancel the license agreement of parking contracts by giving one month's notice in writing and the contractor will not be allowed any extension on any ground under any condition whatsoever.
- d. No remission shall be allowed on account of having any festival / mela / strike etc. however, in exceptional circumstances involving natural calamity which may occur beyond control of any person, keeping parking site closed as per approval of competent authority SDMC may consider the request on facts and circumstances. This shall be in rarest of rare circumstances. The decision of competent authority in this regard shall be final and binding.
- e. In parking sites where civil work is going on by any of the agencies viz. DMRC, PWD or any other Government agency, in such cases, remission will be allowed to the contractor on pro-rate basis, based on the area occupied due to civil work during the period in which the site has been affected by such work.

22. Personnel employed at the parking site:

The contractor shall ensure and be responsible for the following at the time of employment of its personnel at the Parking Lot:

- a) Before deputing the Personnel at the Parking Lot, the contractor shall conduct background investigation (identity verification and criminal history check) of each personnel and provide a copy of the background investigation report to SDMC.
- b) The contractor shall not depute any personnel at the Parking Lot whose identity could not be verified or who has a criminal history or who was dismissed from the previous employment on the ground of indiscipline/behavior.
- c) The contractor, shall, furnish such reports and information as required by SDMC. If SDMC receives any unsuitable report regarding Contractor's personnel employed at the Parking Lot, the person will be immediately removed from the Parking lot and shall be replaced with other personnel to the satisfaction of SDMC.
- d) Personnel employed by the contractor at the Parking Lot shall conform to such

