



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

Dr. Shyama Prasad Mukherjee Civic Centre (25th Floor),
Jawahar Lal Nehru Marg, New Delhi-110002, Ph. No. 011-2322-7514

OPEN TENDER NOTICE

No: RPC/2014-15/61

Dated: 05-01-2015


**TENDER FOR OPERATION, MAINTENANCE AND TRANSFER OF UNDERGROUND MULTILEVEL
PARKING SITE AT HAUZ KHAS UNDER THE JURISDICTION OF SOUTH-D.M.C**

Date of issue of Tender	05/01/2015 , 11:00 AM onwards
Pre Bid Meeting	14/01/2015 at 03:00 PM at 25 th Floor, Conference Hall, Civic Centre, New Delhi- 110002
Date of issue of Corrigendum/Addendum	20/01/2015
Date of placement of Tender Box at 25 th floor for submission of bids	22/01/2015 , 11:00 AM onwards
Last Date Of Submission of Tender Documents	27/01/2015 Till 03:00 PM
Date & Time of opening of Qualification bid	30/01/2015 At 11:00 AM
Date & Time of Opening of Financial Bid	30/01/2015 At 02:30 PM Hours

The tender conditions and documents can be obtained/downloaded from SDMC's website www.mcdonline.gov.in. Eligible Contractors/firms may submit the duly filled bids with tender documents along with requisite Earnest Money and other documents as mentioned in the prescribed tender documents, and tender Fee of Rs. 5,000/- (Rupees Five Thousand Only) shall be deposited by the way of demand draft/pay order payable at Delhi drawn in favour of Commissioner, South Delhi Municipal Corporation along with submission of the application.

Prospective bidders are advised to regularly scan through SDMC website as corrigendum/amendment/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.

Any tender document without the requisite tender fee/earnest money shall be summarily rejected.


Assistant Commissioner (R.P. Cell)
South D.M.C.

Sd/-
Assistant Commissioner (RP Cell)

BIDDING CRITERIA AND ESSENTIAL PRE-REQUISITES

1. Eligibility criteria for participation:

- a. The companies registered under the companies act with a minimum annual turnover of Rs 2 (two) crore for last three financial years shall be eligible participants.
 - b. The work experience of at least two years of similar nature of work which should specifically be in the name of bidding company and not in the name of subsidiary/associate/group Company etc.
 - c. Experience of having successfully completed work (detailed below) during last three years ending last day of month previous to one in which applications are invited.
 - Construction of One multilevel underground building along with associated works such as electrical, fire Fighting, Plumbing etc.
- or
- Having experience of operation/Maintenance of underground multilevel parking with associated services such as electrical, fire fighting, Plumbing etc.
 - d. The tenderer should have substantially in house manpower to cover requirements of Formats at Annexure 11 and Annexure B.
 - e. The successful tenderer would be required to establish its office within the site of the work in the space provided by the SDMC.

2. Site Details:

Multilevel Parking at Hauz Khas, Delhi, MRP – Rs.8,75,000/-

Total Capacity of cars: 320 ECS (approx.)

3. Documents to be submitted with tender form:

a) Qualification Bid: Bidder shall be required to submit the following certificates/undertakings and documents.

1. Bid Application in Format given at ANNEXURE-1.
2. Notarized and self-attested copy of ITR of last three financial years.
3. Audited Balance sheets and financial statements duly certified & attested by Chartered Accountant.
4. Registered MOU of the company.
5. Registration certificate of company duly notarized and self-attested.
6. Detail of directors with address proof and Pan No of each and the company.
7. Earnest Money Deposit (EMD), (Details given in Annexure 4 of terms and conditions.)
8. Experience certificate in Format given at Annexure-10.
9. Declaration in respect of no Blacklisting and no financial embezzlement with any other government organization, what-so-ever at Annexure 12.
10. Proof of office address.
11. Brief Description of the Firm in Format given at Annexure-5.



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Joint Commission (J.P. Cell)
South D.M.C.

12. Tender Fee (non refundable) of Rs 1,000/- (Rupees One Thousand Only) by way of demand draft/pay order payable at Delhi drawn in favour of Commissioner, SDMC separately for each site which is bid for.
13. Qualification bid should be submitted in the format required for Qualification Bid & should be kept in separate sealed cover super scribing 'Part I - Qualification bid - Tender for allotment of Underground Multilevel parking site at Hauz Khas under the jurisdiction of SDMC'.

b) Financial Bid : Bidder shall be required to submit the following certificates/undertakings and documents:

1. Financial Quote for the underground multilevel parking site in the format given at 'ANNEXURE-2'
2. Financial bid to be submitted in format required for financial bid & should be kept in separate sealed cover super scribing 'Part II - Financial Bid - Tender for allotment of underground multilevel parking sites at Hauz Khas under the jurisdiction of SDMC'.

Any tender not accompanied with any of the above mentioned documents/information/certificates/undertakings, is liable to be rejected, summarily. Any firm which 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, shall not be eligible to participate in the tender and such participation will be rejected, summarily.

Note: Only H-1 bidders will submit an undertaking by way of affidavit on a stamp paper of Rs 100/- duly notarized to the effect as per 'Annexure 3'.

4. BID - Roles and Responsibilities:

- 1) **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 contractor/firm shall assist/cooperate SDMC to implement the e-parking solution.
- 2) **The Contractor/firm shall be responsible for damage caused to the public/property during operation of underground multilevel parking site:** SDMC shall not be responsible or liable or made a party to any damages to people or vehicles or thefts or accidents which may happen at the site. The contractor shall be liable and responsible for any loss of life and / or physical harm/ any other loss to the public or any other agency including Government on account of negligence on the part of contractor/firm in maintaining the site property.
- 3) **The Contractor/firm to intimate change of address/E-mail ID:** The Contractor/firm shall keep RP Cell of SDMC informed of change in his address. E-mail ID, change in constitution, closure of Bank A/c etc. Otherwise a communication sent at the address given to the SDMC shall be deemed to have been received by the Contractor/firm.
- 4) **No subletting of parking rights:** No subletting of the underground multilevel parking site is permissible. The Contractor/firm shall manage the Underground multilevel 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.

- 5) Parking site alongwith all the services/property must be maintained and returned in proper condition at the time of handing over the car parking site to SDMC after completion of the contract period.

(a) Terms & Conditions and Important Instructions:

The other terms & conditions and important instructions for operation and maintenance of multilevel underground site are as specified in '**ANNEXURE-4**'.

(b) Responsibility of bidder:

- 1) 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 underground multilevel 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 underground multilevel parking site's condition.
- 2) 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 underground multilevel 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.
- 3) 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 underground multilevel parking site to understand the underground multilevel parking site w.r.t operations and maintenance. The process is fully in public domain and no separate information shall be given to any bidder by the SDMC on this account.

5. Bid Submission Instructions:

a) Submission Procedure:

The duly filled bid application should either be submitted in tender box or sent by registered post (which shall be valid only if received on or before the due date), in case on due date if any holiday is declared then due date will be next working day on same time and venue.

- 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.
- Any interlineations, erasures, over-writing, alterations, additions, etc., will disqualify the Tender.
- That each and every page of the tender documents should bear the stamp and signature of the authorized representative and shall be filled without exception.
- 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 proposal not substantially responsive to all the

requirements of the tender shall be at Bidder's own risk and may be liable for rejection.

- No bidder is allowed to modify, substitute, or withdraw the Proposal after its submission.
- 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:

- If he has made misleading or false representations in the tender document submitted by him.
- If he has any pending dues with erstwhile MCD or SDMC.
- Any bidder who has been blacklisted by SDMC/NDMC/EDMC due to any reason.
- Any bidder who is found to have any interest in the disqualified/blacklisted agency/person/company.
- 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.
- In the absence of any document as required, the concerned party shall be considered as not eligible and in that eventuality their tender shall not be considered.
- Failed to provide clarifications related thereto, when sought.
- Any delay in receipt of tender documents through post / courier shall render the tender invalid. Telegraphic / fax/ e-mail tender etc shall be summarily rejected.
- 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.
- The Qualification Bid proposal should not include any financial bid information. A Qualification Bid proposal containing any financial bid information shall be summarily rejected.
- Any superfluous document(s) not related to the mandatory criteria in company profile shall not be taken into account. No weightage 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 work.
- 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 SDMC.



6. Pre Bid Meeting:

The SDMC may convene a pre-bid meeting to address any Tender related queries. However, it be clear that the SDMC shall entertain only those questions which have been submitted in writing on the letter head of participating bidders duly received in the department of SDMC at least 2 working days in advance to the pre bid meeting. No questions other than that submitted in writing shall be entertained.

It shall be the responsibility of the bidders to fine tune their proposals incorporating the amendments so communicated through the email. The SDMC shall not be responsible for any oversight or negligence on part of the bidders on the amendments to the terms and conditions of the tender document and notified through the email. The SDMC shall not be responsible for communicating the same through phone or post.

7. Acceptance of Tender/Bid:

- (a) The validity of the offer given by the contractor/firm shall be for **180 days** 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) being taken 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 bidder 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. But, no bid quoting MLF less than the minimum Reserve MLF will be accepted.
- (d) In case, there are two successful highest bidders, with matching bids the H-1 will be decided by lucky draw system under the supervision of competent authority of the SDMC in the presence of both the bidders. During such a draw either the bidder or his authorized representative along with authorization certificate shall be allowed to contest in the draw and decision of authorized representative in this regard shall be binding on the party/bidder.

8. Opening of Tender:

Tender shall be opened in the presence of intending bidders/their representatives, who may like to be present at that time alongwith authority letters, 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 NIT (Notice Inviting Tender).

All the persons attending the bid process must submit their authorization letters from their respective companies.

9. Allotment Letter:

The offer made by the tenderer/firm shall be subject to acceptance by the Commissioner, SDMC or any other officer authorized by him. The offer once accepted, shall be final and binding upon the tenderer. The agency shall be liable

to complete all the requisite formalities, as specified in offer letter, within seven days of issue of the same and thereafter a formal allotment letter shall be issued to the H-1 contractor/firm/agency. Any offer/permission granted by the competent authority 'may/can' be withdrawn, any time without assigning any reason thereof.

10. Agreement:

The tenderer/firm' 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 1st Class Magistrate or Notary which is to be purchased and provided by the bidder within 7 days of issue of the offer letter and will be duly registered with requisite stamp duty to be paid by the bidder, 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 canceled 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 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 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 by the Contractors.

11. Premature closure of contract:

In case of implementation of any new comprehensive parking policy for Delhi or any direction by Court of law or underground multilevel 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 contractor/firm will not be allowed any extension on any ground whatsoever. Any loss of revenue to the contractor/firm on above conditions shall not be borne by SDMC.

12. 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.

13. EXCLUSIVITY:

The successful bidder shall have exclusive right for the implementation of the said project for the time period as defined above.

14. 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, meteors, 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 situations.

15. Termination of Contract:

- a. The SDMC may at any time terminate the Contract by issuing a written notice to the contractor/firm if it becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company/Partnership.
- b. The contract may also be terminated due to non-performance of the contractor during the period of execution of Contract, in such case the SDMC shall intimate the contractor/firm in writing about all the issues where the performance is below the required level or is not satisfactory and the selected contractor/firm shall be given a time of 15 days to rectify the same. Failure to rectify the same shall result in termination of the contract. In the event of non-performance of the contract a part/full of the 'Performance Guarantee/Security Deposit' 'may/can' also be deducted by SDMC and decision of the competent authority shall be binding upon the contractor/firm/agency. However, force majeure causes shall be treated as exceptions, however, with the approval of Commissioner, SDMC.
- c. That no consequential damages shall be payable by SDMC consequent upon termination of the contract.

16. Disputes:

All legal matters and disputes shall be subject to Delhi jurisdiction, only.

17. 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.

18. Undertaking/Affidavit:

The H-1 bidder will have to submit an Affidavit declaring therein that the statements made by him and all the facts stated in connection with the tender and documents submitted in his behalf are true and correct to the best of his knowledge and nothing has been concealed there from.



-sd-
Assistant Commissioner
(RP Cell)

"BID APPLICATION FORMAT: ON COMPANY LETTERHEAD"

Date: _____



To,

The Commissioner, SDMC
Dr. Shyama Prasad Mukherjee Civic Centre
New Delhi-110002

SUB: TENDER FOR ALLOTMENT OF CONTRACT OF UNDERGROUND MULTILEVEL PARKING SITES AT HAUZ KHAS UNDER THE JURISDICTION OF SDMC

Sir,

1. I/We, the undersigned, have carefully examined the referred tender and offer to participate in the same, in full conformity with the said tender along with all the terms and conditions.
2. I/We agree to abide by this Proposal as per tender terms and conditions, and our offer is valid for a period of 180 days from the date fixed for submission of Proposals as stipulated in the tender and it shall remain binding upon us and may be accepted by SDMC at any time before the expiration of that period.
3. I/We understand SDMC is not bound to accept any proposal it receives and not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.
4. I/We have enclosed towards EMD a Demand Draft/Pay Order no./Bankers cheque/Bank Guarantee no. Dated with this letter.
5. I/We have enclosed towards Tender fee a demand draft/pay order Number Dated drawn on for Rs1000/- with this letter.

Name and Signature
(Designation)

NOTE: SDMC reserves the right to make any change in the document anytime for which the decision of the Commissioner SDMC shall be final and binding on the bidder/licensee. At the time of the tender this undertaking shall be signed by the bidder and submitted along with the prescribed tender form as proof of acceptance of all terms & conditions of licensee agreement in the event of the bidder being successful in the process.

DECLARATION/UNDERTAKING:

I/we have gone through and understood the contents of this tender document carefully. The information furnished by me/us is true & to the best of my/our knowledge and nothing has been concealed there from. I/We have also read and understood carefully the terms & conditions of allotment annexed herewith which I/we shall abide by. I/We agree to the allotment of underground multilevel parking site at the allotted site it being made on "as is where is" basis and accept all the terms and condition of the tender and shall be bound by the conditions given in the document.

Seen and accepted.
Signature and name of the Authorized Signatory
(With Office Rubber Stamp)

[Signature]
Asst. Commissioner (R.P. Cell)
Gauhati D.M.C. 9

FORMAT FOR FINANCIAL BID

ON COMPANY LETTERHEAD

To,

The Commissioner,
South-DMC,
New Delhi-110002

SUBJECT: FINANCIAL BID - TENDER FOR ALLOTMENT OF UNDERGROUND MULTILEVEL PARKING SITE AT HAUZ KHAS UNDER THE JURISDICTION OF SDMC

Dear Sir,

With reference to the invitation to Bid in NIT No. Dated for the above-mentioned tender, we hereby offer our rates as per the scope of work mentioned in the bid documents. We understand that the Competent Authority is not bound to accept the highest offer and reserves the right to reject any or all offers without assigning any reason. The financial rates are detailed as under:

MONTHLY LICENSE FEE QUOTED (In Figures)	MONTHLY LICENSE FEE QUOTED(In words)

We understand that SDMC shall not accept those Bids, which are not in conformity to the prescribed terms and conditions.

Thanking you,

Signature & Name of Authorized Signatory with Seal:



Date: _____

*Asstt. Commissioner (R.P. Cell)
South D.M.C.*

FORMAT FOR AFFIDAVIT (To be submitted by H-1 bidders)

(To be executed on a non-judicial stamp paper of Rs.100/- and duly attested by Notary Public)

I, _____ s/o _____ resident of _____ do hereby solemnly affirm and declare as under:-

1. That neither I nor any proprietor/partner/director/dependant family members of M/s _____ has been directly or indirectly associated in any manner with any other such Company/Agency/Firm which has been blacklisted by SDMC/erstwhile MCD or has any dues payable to SDMC/erstwhile MCD. That if at any stage it is found that any dues are outstanding I shall be liable to clear the same within stipulated time.
2. That the applicant firm/company has never been penalized/ blacklisted by the SDMC/ erstwhile MCD in the past.
3. That the applicant firm/company shall abide by the terms and conditions of NIT.
4. That the applicant firm/company shall pay all the taxes/fees and other dues to the SDMC or designated ministries/office/any other Govt agency.
5. That the said bid is not a Benami bid on behalf of any blacklisted / barred person / firm/ company / associated firms or companies or family members of such persons. If at any stage this comes to the notice of SDMC the tender shall be cancelled and all security deposit shall stand forfeited.
6. That I/we shall abide by all rules, regulations, and instructions, issued by SDMC from time to time.
7. That the email id..... is our valid email ID for all communications to SDMC and all correspondence sent by SDMC to this email ID shall be considered to have been received by us.
8. That once we are selected through the bid process, we shall provide a Current Bank A/c from which all payments shall be made to SDMC be it license fees or any security deposit. That in case of any default in payments we are liable for action under NI Act.
9. That my/our PAN Number is
10. That I/we shall furnish a performance guarantee/security deposit in form of Demand Draft/Pay order/Bankers Cheque/Bankers Guarantee of the amount that SDMC directs us to submit.
11. That the ID Proof / Photo of the person signing the document is attached with this affidavit and duly attested.
12. That I/we have inspected the said sites under offer and are ready to take the site on 'as is where is basis' and have acquainted us with all the local conditions and underground multilevel parking site conditions at the said site.
13. That I/we shall not hold SDMC responsible for decline in the potential of revenue from the said site due to any reason whatsoever and shall not claim any reduction/remission in monthly license fees payable to SDMC under any condition.
14. That payment of monthly license fees for the said underground multilevel parking site does not create any lien on the said site for us. That we have been assigned the piece for parking purpose only and it does not create any tenancy rights for us. That I/we understand that the land at the said site shall always be the property of SDMC/Government authorities and I/we shall not claim any right / title / interest or any nature of easement in relation to or respect thereof.



15. That we give the free and unhindered right to SDMC to forfeit the Performance Guarantee/Security Deposits/other deposits in case any declaration given by us in the tender is found to be incorrect or misleading.
16. That I/we understand that in case our contract is cancelled by SDMC at any stage before the scheduled period, SDMC has the right to grant rights to operate the underground multilevel parking site temporarily to any other existing contractor, of the same MUF as H-1 till the finalization of fresh tender which shall be done at the earliest possible instance. That the decision of SDMC in this regard shall be final and binding on all participating bidders.
17. That I/we shall put display boards as directed by SDMC at the time of issue of work order. That the same shall be compiled within prescribed time from the date of issue of allotment letter. That a penalty as prescribed by SDMC shall be levied on me/us for non-compliance.
18. That we shall pay license fee rates as approved by SDMC from time to time.
19. That I/we shall acquire an insurance policy for the said site and renew the same on annual basis for the period of the contract. That the said insurance policy should specifically cover any liability arising out of fire / damage / any legal matter arising out of the underground multilevel parking site. That I/we shall completely indemnify SDMC on any liability arising on this count.
20. That I/we shall comply with directions of Delhi Police and Delhi Fire Service in respect of safety and security of public at large.
21. That I/we understand that in case any damage is done to any property/government assets etc due to our site, I/we shall get the same repaired at our own cost.
22. That I/we shall handover the possession of the said site for a limited period as desired by SDMC for any purpose at any time.
23. That I/we undertake that in case of surrender of underground multilevel parking site/termination of contract of the site, I/we shall be debarred to participate in the future tender process for this site for at least two consequent years.
24. That I/we shall extend full cooperation for any civil work by SDMC or any Government agency related to water / sewer /telecom / repair etc. at the said site.
25. That I/we shall hand over the possession of the said site peacefully to SDMC at the time of completion of the said contract or at the time of termination of the contract by SDMC.
26. That I/we shall intimate SDMC in case the address of the establishment changes within 7 days of such change taking place.
27. That I/we understand that officials of SDMC have the right to inspect the said site at any time and I /we shall extend full cooperation in this regard.
28. That I/we shall manage the said site our self and shall not outsource the work to any third party.
29. That I/we shall abide by the parking policy as approved by SDMC from time to time.
30. That in case of cancellation/expiry of contract or surrender of site before expiry of contract I/we have to continue operations till the alternative arrangement are done and the decision of the competent authority shall be binding upon me/my firm.
31. That I/we shall undertake to fulfill all statutory tax compliances as may be in vogue from time to time.
32. That I also undertake that all the facts and documents submitted by me are genuine. In case any of the documents and/or information furnished is found to be false or is objected to by any of the persons concerned, the SDMC will be at liberty to cancel the registration.



Name & Signature

Deponent

VERIFICATION:

Verified at Delhi on this _____ day of _____, 2014 that the contents of the above affidavit are true to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.



Name & Signature

Deponent

P. Gupta
ASST. Commissioner (R. P. Cell)
Bulandshahr D.I.M.C.



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

Dr. Shyama Prasad Mukherjee Civic Centre (25th Floor),
Jawahar Lal Nehru Marg, New Delhi-110002, Ph. No. 011-2322-7514

TERMS & CONDITIONS FOR AWARD OF CONTRACT OF UNDERGROUND MULTILEVEL PARKING SITES

Clause No	Terms	Description
1	Title	SDMC is and shall continue to be the absolute owner of the underground multilevel parking sites.
2	Mandatory obligation of bidder/firm	The contract shall be governed by the guidelines, provisions of DMC Act (amended to date), terms and conditions of MIF Agreement, any other law for the time being in force and any other order, direction or guideline as may be issued by the Hon'ble court or Commissioner, SDMC from time to time. The intending tenderer shall inspect the description of the Underground multilevel parking site(s), before submitting tenders and may obtain clarification, if any, before submission of the tender. No objection/grievance/dispute in this behalf shall be entertained, subsequent to submission of the tender. Also no remission in license fees will be given, in this regard.
3	Description of work	The contractor shall operate and maintain the underground multilevel parking site allotted on 'as is where is' basis, as per the terms and conditions contained in Annexure-4.
4	Display of parking contract information at site	The contractor shall display SDMC Logo, Site name, Name of the contractor/firm, validity period of the contract along with site map and other mandatory details as given in the Annexure-6 at entry of parking and at 3 other prominent points at every floor. In case any site is found without an information board it shall be treated as an unauthorized site and penal action shall be taken as per relevant provisions of penalties.
5	Possession of allotted site	Possession of the underground multilevel parking site shall be given as may be determined by the Commissioner, SDMC or any other officer authorized by him. Wherever any stay order has been passed by any court of law in respect of any underground multilevel parking sites or the previous contract is continuing or has been extended by the MCD/SDMC, in favour of the previous contractor, possession of such underground multilevel parking sites shall be handed over to the prospective contractor, subject to vacation of stay by the court of competent jurisdiction or expiry of the contract period / extended contract period.
6	Union with agency authorized by SDMC for e-parking solution	In future SDMC may implement for better management of underground multilevel parking sites, an e-parking solution through any authorized agency. In this regard the contractor/firm will be bound to implement and incorporate the e-parking solution w.r.t. his site under the jurisdiction of SDMC.
7	Period of Concession	The contract period shall be for a period of THREE YEARS and further extendable by Two years . The extension of two years will be subject to enhancement of 10% in MLF for each subsequent year. No further extension of contract beyond two years will be allowed. However, under unforeseen circumstances, the

		<p>decision of SDMC shall be final and binding. The extension will be based on satisfactory performance of three years of contract and will be at the discretion of competent authority, and cannot be availed as a matter of right.</p> <p>After expiry of the contract period, either on account of completion of the concession period or pre-termination of the contract on any account whatsoever, the contractor shall hand over possession of the underground multilevel parking sites to the Commissioner, SDMC or any other person authorized by him.</p> <p>The levy and recovery of license fee will start automatically from the next day of allotment of contract, in compliance to the terms and conditions of this NF at the time of allotment of the contract.</p>
8	Allotment of contract	<p>Details of parking charges to be collected from end user/parking users, per vehicle according to duration, are given in Annexure-7. The said parking charges are inclusive of Service Tax. Contractor/firm is authorized to collect only the specified amount of parking charges against categories of vehicles mentioned in the Annexure-7.</p>
9	Parking charges	
10	Monthly License Fee	<p>The successful 'tenderer / contract holder' shall be liable to pay monthly license fee in the form of 'bank draft / pay order' at the rates offered by them and in the manner as approved by the department.</p> <p>Monthly license fee shall be payable in the manner as prescribed in Annexure-8, by the 'tenderer / contract holder' till handing over of vacant and peaceful possession of the underground multilevel parking site, after complying with necessary terms & conditions of contract.</p>
11	Deposit of License Fee	<p>The contractor/firm shall deposit advance monthly license fee as prescribed in Annexure-8 through 'demand draft/pay order' with a condition to deposit advance MLF for the succeeding quarter. In the last month of the preceding quarter i.e after depositing advance MLF for the first quarter (say Jan-March) the contractor/firm shall be liable to deposit advance MLF for the next quarter (April-June) latest by 31st of March. Monthly license fees shall be payable by the contractor from the date of commencement of contract.</p> <p>All correspondence and payments should be made in the Office of Deputy Commissioner, RP Cell, SDMC, 25th Floor, Civic Centre, Minla Road, New Delhi-110002, against proper receipt.</p>
12	Non-payment of License Fee:	<p>If the payment is not made in the manner stipulated above i.e. if payment of MLF of the succeeding quarter is not made by the last day of the preceding quarter, the contractor/firm shall be liable to deposit MLF with 2% interest within first 30 days of the succeeding quarter, failing which the contract shall be deemed to have been terminated and security forfeited.</p> <p>However, the Commissioner, SDMC or any other officer authorized by him, in this behalf, may, on consideration of a representation (at the previous contractor) restore the underground multilevel parking site, subject to deposition of a restoration fees of 5% of the annual value of contract along with license fee and interest, penalty etc, for the intervening period & provided that the request for restoration (of contract) is made within 10 days of the rescission of contract by the previous contractor.</p> <p>The decision of the Commissioner or any other officer authorized by him, after rescission / termination of the contract and to charge restoration fee or any other amount as may be</p>



		<p>prescribed for the purpose, shall be final and binding upon all. Any dues in this regard will be recoverable as arrears of MLF, if any.</p>
13	Maintenance of Accounts	<p>The contractor shall maintain proper books of accounts of the underground multilevel parking sites and submit details of the same as and when specifically required by the Department. The contractor/firm, has also to submit quarterly Self Declaration/Status Report at the end of each quarter in the format given at Annexure-9. However, non-filing of the same shall amount to major violation and shall be dealt according to the provisions given in the penalty clause.</p>
14	Earnest Money	<p>Minimum Reserve Price (MRP) for each of the underground multilevel parking site as per their location and revenue potential etc. is mentioned in the NIT. The bidder shall have to deposit Earnest Money deposit in the manner prescribed in Annexure-8 of NIT for each site separately, with tender form. Tenders submitted without the earnest money will be rejected, summarily. The earnest money of unsuccessful bidder will be refunded on written request of the bidder within 10 days from concluding the NIT. The EMD of successful bidders, if paid by DD/Pay order, can be adjusted against security deposit on specific request of the contractor.</p> <p>The Earnest Money shall be forfeited on account of any of the following reasons:</p> <ul style="list-style-type: none"> • If the bidder does not accept the offer of allotment within 7 days (seven days) of issue of offer letter for any reasons whatsoever, or if the bidder withdraws the proposal during the validity period specified in tender. • On account of false/unverifiable statement in tender documents, • If the bidder does not respond to request for clarification of its proposal. • If the bidder fails to provide required information during the evaluation process. • If the bidder resorts to malpractices with an ulterior motive to affect the chances of rival bidders which includes sudden complaints/malicious Newspaper reporting about competing bidders post the phase when the tender has been published.
15	Security deposit/ performance guarantee.	<p>Payment of Security Deposit/ Performance Guarantee is to be made in the manner prescribed in Annexure-8 before the underground multilevel parking site is handed over to successful highest bidder. The security deposit will not be adjusted against MLF of the current site/contract but the same will be either adjusted against the dues liability of other sites of the same contractor/firm, with SDMC or will be refunded after successful completion of contract period, without any interest upon it however, subject to deductions/ forfeiture which may be applicable on account of non-performance, as the case may be. The decision of the competent authority, in this regard shall be final and binding upon all.</p>
16	Revision of parking charges and MLF	<p>In the event of enhancement in parking rates, during the period of contract, the existing contractor shall be liable to deposit the revised MLF and other deposits in proportion of enhancement of parking rates as decided by Commissioner, SDMC and the decision of Commissioner, SDMC shall be final and binding upon all.</p>

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17	<p>Penalty Clause</p> <p>The Parking contractor shall have to abide by all the relevant provisions of the DMC Act, Bye-laws framed there under, and Orders/Directions of the Courts of law, instructions of the Terms & Conditions of the contract and also of the Notice inviting tender, as may be applicable from time to time. Noticing any violations the Competent Authority shall have the right to demote a Parking contractor, suspend business with him for any period, debar him or black-list him; after following due process of law. The decision of the Competent Authority in this behalf shall be final and binding.</p> <p>The mentioned below penalties shall be leviable with the approval of competent authority:</p> <table border="1" data-bbox="694 175 1646 1034"> <thead> <tr> <th data-bbox="694 603 761 1034">Minor Violations</th> <th data-bbox="694 175 761 603">Penalty</th> </tr> </thead> <tbody> <tr> <td data-bbox="761 603 996 1034"> <p>A. Non wearing of Uniform</p> <p>B. Non maintaining of complaint register</p> <p>C. Vehicle Without Parking Slip [Except Those Exempt from Payment of Parking Fees</p> </td> <td data-bbox="761 175 996 603"> <p>A. For every minor violation mentioned from (A) to (C) the Parking contractor shall be levied Penalty charges of Rs.5000/- per Violation.</p> </td> </tr> <tr> <td data-bbox="996 603 1646 1034"> <p>Major Violations</p> <p>A. overcharging</p> <p>B. Non-use of hand-held device for issuing parking slip.</p> <p>C. Covering parking space more-than allowed/ parking of the vehicles beyond permitted area</p> <p>D. Non-display of Notice board showing map, parking charges and other instructions.</p> <p>E. Any violation other than listed above as decided by the competent authority</p> </td> <td data-bbox="996 175 1646 603"> <p>Penalty (for every major Violation from A to D)</p> <p>1. First instance of violation 25% of the monthly license fee</p> <p>2. Second instance of violation 30% of the monthly license fee</p> <p>3. Third instance of violation 75% of the monthly license fee</p> <p>4. Fourth instance of violation One month license fee.</p> <p>5. Fifth instance of violation, Termination of contract.</p> </td> </tr> </tbody> </table>	Minor Violations	Penalty	<p>A. Non wearing of Uniform</p> <p>B. Non maintaining of complaint register</p> <p>C. Vehicle Without Parking Slip [Except Those Exempt from Payment of Parking Fees</p>	<p>A. For every minor violation mentioned from (A) to (C) the Parking contractor shall be levied Penalty charges of Rs.5000/- per Violation.</p>	<p>Major Violations</p> <p>A. overcharging</p> <p>B. Non-use of hand-held device for issuing parking slip.</p> <p>C. Covering parking space more-than allowed/ parking of the vehicles beyond permitted area</p> <p>D. Non-display of Notice board showing map, parking charges and other instructions.</p> <p>E. Any violation other than listed above as decided by the competent authority</p>	<p>Penalty (for every major Violation from A to D)</p> <p>1. First instance of violation 25% of the monthly license fee</p> <p>2. Second instance of violation 30% of the monthly license fee</p> <p>3. Third instance of violation 75% of the monthly license fee</p> <p>4. Fourth instance of violation One month license fee.</p> <p>5. Fifth instance of violation, Termination of contract.</p>
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18	<p>Surrender</p> <p>In the case of surrender of the parking contract, the contractor/firm shall have to give at least 90 days prior notice, but not before the lapse of 9 months of start of the contract, so as to enable SPMC to examine the notice and to take decision and to make alternative arrangement for running the underground multilevel parking site to safeguard the municipal revenue.</p> <p>In case of surrender of the site, the amount deposited towards 'Performance Guarantee/Security deposit' shall not be adjusted against the license fee of the remaining months and shall be forfeited, refunded or adjusted, as the case may be, after the determination of the contract. The decision of the competent authority shall be final and binding upon all.</p>						

	<p>The contractor/firm, 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 years. To this effect an undertaking shall be given by the contractor/firm, at the time of surrender.</p> <p>If any contractor/firm surrenders underground multilevel parking site under SDMC on three different occasions within a period of 1 year, he shall be debarred from participating in future NITs of SDMC for a period of 3 years.</p> <p>In the event of determination of license/surrender, SDMC reserves the right to ask the contractor/firm 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 contractor/firm shall be bound to run the said parking site as and when asked and in such an event the contractor/firm will be bound by the terms and conditions of the respective NIT, Agreement executed thereupon, provision of DMIC Act & Registration guidelines.</p> <p>The surrender notice shall not be treated as 'valid/accepted/approved' unless up-to-date clearances of dues including the dues for the notice period are paid on the date of receipt of such notice.</p> <p>The surrender once applied will be treated as irrevocable.</p> <p>Exception: Provisions of clause 17.</p>
<p>19</p> <p>Responsibility of the contractor and (Security and installation of CCTV and use of Hand Held Device)</p>	<p>Any theft, damage, of the vehicles parked in the authorised underground multilevel parking site, shall be the responsibility of the contractor and the corrective action shall be taken by the contractor, during the contractual period, at its own cost. The SDMC shall not be responsible for damage or theft of the vehicles parked at the site.</p> <p>The contractor shall obtain electricity connection from the respective Discoms for operation of CCTV and charging points of Hand Held Devices in his own name or install solar energy system, for which SDMC shall provide him necessary No Objection Certificate, on his specific request. However, no remission shall be extended for usage of solar renewable energy. In this regard, all charges/dues shall be payable by the contractor directly to the concerned electricity company. However, CCTV should be backed up with power and the same should have a backup memory of 180 days. Non-maintenance of CCTV installations and HDD may result into termination of the contract and taking over possession of the underground multilevel parking sites by the department. Non-working of CCTV or Hand Held Device shall be treated as major violation and shall attract relevant penalties, as envisaged in Guidelines for Registration of Contractor/firms.</p> <p>The contractor/firm shall always be responsible for any injury or damage or theft caused to or suffered by any person or property arising out of operation of the underground multilevel parking site and the consequential claim or claims shall be borne by the contractor/firm who will also indemnify and safeguard the SDMC in respect of any such claim or claims. Round the clock security arrangement shall be provided by the contractor by his trained man-power who shall be polite and courteous to the people using the underground multilevel parking site, especially women and senior citizens, and will not allow any unlawful activities within the underground multilevel parking site.</p> <p>SDMC also reserves the exclusive rights to allow any advertisement etc in the underground multilevel parking site. The backup security and providing the required back up/clip is the</p>

