



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

Dr. Shyama Prasad Mukherjee Civic Centre (25<sup>th</sup> Floor),  
Jawaharlal Nehru Marg, New Delhi-110002, Ph. No. 011-2322-7514

**TERMS & CONDITIONS OF TENDER & LICENSE AGREEMENT FOR ALLOTMENT OF SDMC  
AUTHORIZED PARKING SITES ON MONTHLY LICENSE FEE BASIS.**

**TENDER NOTICE**

No: RPC/2013-14/04

Dated:

**TENDER FOR ALLOTMENT OF AUTHORISED PARKING SITES UNDER THE JURISDICTION OF  
SOUTH D.M.C. THE SCHEDULE SHALL BE AS FOLLOWS:**

Date of issue of Tender	03.03.2014 AT 11.00 , Hours onwards
Pre Bid Meeting	13.03.2014 at 12:00 Hours at 25 <sup>th</sup> Floor, Conference Hall, Civic Centre, New Delhi-110002
Date of issue of Corrigendum/Addendum	13.03.2014
Location of Tender submission boxes	From 9.00 Hrs onwards on 14.03.2014 till 24.03.2014 at 15.00 Hrs at 3 locations in Civic Center. (Locations) Office of Addl. Cm.-1 (6 <sup>th</sup> Flr) Office of DC, RP Cell (9 <sup>th</sup> Flr. Office of AC, RP Cell (25 <sup>th</sup> Flr)
Last Date Of Submission of Tender Documents	† 24.03.2014 Till 1500 Hours
Date & Time of opening of Qualification bid	25.03.2014 At 1100 Hours
Date & Time of Opening of Financial Bid	26.03.2014 At 1100 Hours

Parking contractors registered with South-DMC may only submit their tender documents along with requisite Earnest Money and other documents as mentioned in the prescribed tender document, which can be obtained/ downloaded through SDMC's website [www.mcdonline.gov.in](http://www.mcdonline.gov.in), for which the requisite Fee of Rs 1,000/- (Rupees One Thousand Only) shall be deposited by way of demand draft/pay order payable at Delhi drawn in favour of Commissioner, SDMC along with submission of the application. Last date of receipt of any application for no dues, fresh registration or any document related to tender is 17.00 Hrs on 20.02.2014.

Any tender document without the tender fee shall be summarily rejected.

Sd/-  
Assistant Commissioner (RP Cell)

## **BIDDING CRITERIA AND ESSENTIAL PRE-REQUISITES OF PARKING CONTRACTS**

### **1. Eligibility criteria for participation:**

Only registered parking contractor with South Delhi Municipal Corporation shall be eligible to participate in the tenders for allotment of contracts for parking of SDMC.

### **2. Site Details:**

Details of parking sites put to tender in this NIT and their Minimum Reserve Price is specified in 'ANNEXURE -1'.

### **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-2'.
- 2) Copy (self attested) of Certificate of Registration with SDMC.
- 3) No Dues Certificate issued under the signatures of Assistant Commissioner (RP Cell)
- 4) Earnest Money Deposit (EMD). (Details given in 'Annexure 5' of terms and conditions.)
- 5) Basic information about Bidder and parking site for which the Bid has been submitted in format given at 'Annexure 6'.
- 6) 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.
- 7) 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 authorized parking sites 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 parking Site in the Format given at 'ANNEXURE-3'
- 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 authorized parking sites 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. Separate tender should be submitted for each site. Any parking contractor who has been /is associated in any manner with a Firm/Company/Organisation, 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 :**

- a) *If an 'parking contractor/agency' is bidding for more than one site of the NIT, single qualification bid will be acceptable however, separate financial bid(s) & separate tender fees shall be submitted for each individual site.*
- b) *Only H-1 bidders shall submit an undertaking by way of affidavit on a stamp paper of Rs 100/- duly notarized to the effect as per 'Annexure 4'.*

### **4. BID – Roles and Responsibilities:**

#### **(a) Supporting infrastructure to be provided to the selected bidder by SDMC:**

- 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 parking contractor shall assist/cooperate SDMC to implement the e- parking solution.
- 2) **The Parking contractor shall be responsible for damage caused to the public/property during operation of 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 Parking 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 parking contractor in maintaining the site property.

- 3) **The Parking contractor to intimate change of address/E-mail ID:** 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 registration certificate. Otherwise a communication sent at the address given to the SDMC shall be deemed to have been received by the Parking contractor.
- 4) **No subletting of parking rights:** No subletting of the parking site is permissible. The Parking contractor shall manage the Parking site by himself/hisself or through his/his 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 with the approval of competent authority.

#### **(b) Terms & Conditions and Important Instructions:**

The other terms & conditions and important instructions for management of parking sites are as specified in 'ANNEXURE-5'.

#### **(c) Responsibility of bidder:**

- 1) The bidder shall be given the parking site on 'as is where it' 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.
- 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 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 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.

#### **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 the document (all pages) must be signed by the authorized signatory of the bidder, as intimated at the time of Registration.
- 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 Municipal Corporation.

**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/registered parking contractors 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.

Each bidder must mention his registration number while submitting queries for the pre-bid meeting. Amendments necessitated, if any, as a result of the pre-bid meeting or otherwise shall be made available to participating bidders through email only. 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. That 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 parking contractor 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. 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).

**9. Allotment Letter:**

The offer made by the registered parking contractor/agency 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 parking contractor/agency. 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 parking contractor/agency. Any offer/permission granted by the competent authority 'may/can' be withdrawn, any time without assigning any reason thereof.

**10. 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 1<sup>st</sup> Class Magistrate or Notary which is to be purchased and provided by the bidder within 7 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 discretion 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 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 not be allowed any extension on any ground whatsoever. Any loss of revenue to the parking contractor 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, 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 situations.

#### 15. **Termination of Contract:**

- a) The SDMC may at any time terminate the Contract by issuing a written notice to the parking contractor 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 parking contractor in writing about all the issues where the performance is below the required level or is not satisfactory and the selected parking contractor 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 parking contractor/agency.
- c) The contract shall not be terminated for failure to discharge responsibilities due to force majeure situations.
- d) That no consequential damages shall be payable by SDMC upon termination of the contract.

#### 16. **Disputes:**

All legal matters 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 this behalf are true and correct to the best of his knowledge and nothing has been concealed there from.

-sd-  
Assistant Commissioner  
(RP Cell)



## List of parking sites available for NIT

S. NO.	PARKING NAME	MRP proposed for next NIT	Category
1.	DTDC Defence Colony	1,35,000/-	C
2.	H Block Sarita Vihar	94,500/-	C
3.	Mahavir Vardha, Darya Ganj	94,500/-	C (For Ex-Defence Personnel)
4.	Sales Tax Office TPO	1,24,200/-	C
5.	B-7, Darya Ganj	63,900/-	C
6.	Banaras House, Kaikaji	54,000/-	C
7.	Defence Colony Under Flyover	1,49,400/-	C
8.	B-10 Vasant Kunj	65,700/-	C
9.	Pushpa Bhawan, Madangar	1,35,000/-	C
10.	Gulmohar Park CC	1,35,000/-	C
11.	Under flyover Munirka	1,35,000/-	C
12.	Shekh Sarai Transport Authority	1,12,500/-	C
13.	Qutub Institutional Area	2,25,000/-	C
14.	BRT Corridor, Madangir	2,29,500/-	C
15.	Outside DDA Park Haur Khaz	1,80,000/-	C
16.	Sonia PVR Vikas Puri	1,35,000/-	C (For Ex-Defence Personnel)
17.	Community Center Mayapuri Ph-I	90,000/-	C

18.	1- Block Rajouri Garden	1,69,200/-	C
19.	Okhla Industrial area-II	3,15,000/-	C
20.	CC Vasant Vihar Priya	8,55,000/-	B
21.	SDA Rose Garden	1,80,000/-	C
22.	Balaji Estate	90,000/-	C

**NOTE:**

The prospective bidder can only bid against the parking site/ category for which the contractor / bidder is registered or below that category, with parking department of SDMC. E.g. if a parking contractor is registered under category A, he can bid against all the three categories i.e. A, B & C. Similarly, a parking contractor registered under category B, can only bid against the parking site of category B & C. The same way a parking contractor registered under category C, can only bid against the site listed under category C.

 21/3/19



ANNEXURE 2

"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 AUTHORISED PARKING SITES 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 ..... drawn on ..... for Rs ..... with this letter.
5. I/We have enclosed towards Tender fee a demand draft/pay order Number ..... Dated ..... drawn on ..... for Rs 1000/- with this letter.

Name and Signature  
(Designation)

NB: 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 therefrom. 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 parking site at the allotted site is 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)



203/c

**ANNEXURE - 3**

**FORMAT FOR FINANCIAL BID**

**ON COMPANY LETTERHEAD**

To,

The Commissioner,  
South-DMC,  
New Delhi-110002

**SUBJECT: FINANCIAL BID - TENDER FOR ALLOTMENT OF AUTHORISED PARKING SITES UNDER THE JURISDICTION OF SDMC**

Dear Sir,

With reference to the invitation to Bid in MIT 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:

S. NO. OF SITE IN ANNEXURE - I	LOCATION /NAME OF PARKING SITE	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: \_\_\_\_\_

## ANNEXURE-4

## 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 I am a registered parking contractor with SDMC and my registration number is \_\_\_\_\_
3. That the applicant firm/company has never been penalized/ blacklisted by the SDMC/ erstwhile MCD in the past.
4. That the applicant firm/company shall abide by the terms and conditions of NIT/Guidelines for registration of parking contractor in SDMC 'framed/approved' by the SDMC, in this regard of parking contractor, from time to time and shall make no representation whatsoever in this regard.
5. 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.
6. 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.
7. That I/we shall abide by all rules, regulations, and instructions, issued by SDMC from time to time.
8. 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.
9. 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.
10. That my/our PAN Number is \_\_\_\_\_
11. 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.
12. That the ID Proof / Photo of the person signing the document is attached with this affidavit and duly attested.
13. 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 parking site conditions at the said site.
14. 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.
15. That payment of monthly license fees for the said parking site does not create any lien on the said site for us. That we have been assigned the place 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.
16. 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.
17. 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 parking site temporarily to any other existing contractor, at the same MLF 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.
18. That I/we shall put display boards as directed by SDMC at the time of issue of work order. That the same shall be complied 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.
19. That we shall pay license fee rates as approved by SDMC from time to time.
20. 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 parking site. That I/we shall completely indemnify SDMC on any liability arising on this count.
21. That I/we shall comply with directions of Delhi Police in respect of safety and security of public at large.
22. 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.
23. 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.
24. That I/we undertake that in case of surrender of 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.
25. 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.
26. 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.

201/c

- 27. That I/we shall intimate SDMC in case the address of the establishment changes within 7 days of such change taking place.
- 28. 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.
- 29. That I/we shall manage the said site our self and shall not outsource the work to any third party.
- 30. That I/we shall abide by the parking policy as approved by SDMC from time to time.
- 31. 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.
- 32. That I/we shall undertake to fulfill all statutory tax compliances as may be in vogue from time to time.
- 33. 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 \_\_\_\_\_, 2013 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



Annexure-5



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

Dr. Shyam Prasad Mukherjee Civic Centre (25th Floor)  
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**TERMS & CONDITIONS FOR AWARD OF CONTRACT OF PARKING SITES**

Clause No	Terms	Description
1	Eligibility	Only the parking contractor duly registered with the SDMC under any of the parking categories, holding valid Registration on the date of submission of tender, shall be eligible to participate in the tenders for allotment of contract of parking sites of SDMC. The list of Parking sites is contained in Annexure-1.
2	Title	SDMC is and shall continue to be the absolute owner of the Parking sites.
3	Mandatory obligation of Parking Contractor	The contract shall be governed by the guidelines, provisions of DMCA Act (amended to date), terms and conditions of NIT, Agreement, guidelines of registration/renewal, 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 Parking sites, 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. The parking contractor is bound to get his registration renewed till the time he is in contract with SDMC.
4	Description of work	The contractor shall operates the parking sites allotted on 'as is where is' basis as per the terms and conditions contained in Annexure-5 as well as the guidelines for registration of parking contractors.
5	Display of parking contract information at site	The contractor shall display SDMC Logo, Site name, Name of the contractor, parking contractor's registration number & validity period of the contract alongwith site map and other mandatory details as given in the Annexure-7 at entry of parking and at 3 other prominent points. In case any site is found without an information board it shall be treated as an unauthorized site and penal action including cancellation of the contract shall be taken as per guidelines for registration of parking contractors and other relevant provisions.
6	Possession of allotted site	Possession of the parking site shall be given as may be determined by the Commissioner, SDMC or any other officer authorized by him. Whenever any stay order has been passed by any court of law in respect of any parking sites or the previous contract is continuing or has been extended by the MCD/SDMC, in favour of the prospective contractor, possession of such 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.
7	License with agency authorized by SDMC for e-parking solution	In future SDMC may implement for better management of parking sites, an e-parking solution through any authorized agency. In this regard the parking contractor will be bound to implement and incorporate the e-parking solution w.r.t his site, under the jurisdiction of SDMC.
8	Period of Concession	The contract period shall be for a period of <b>THREE YEARS</b> and 10% enhancement in MLP at the time of every renewal, with no further extension. 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 parking sites to the Commissioner, SDMC or any other person authorized by him.
9	Allotment	The levy and recovery of license fee will start automatically from the effective date as notified in these terms and conditions or at the time of allotment of the contract. In case the previous contractor fails to vacate the allotted site, after the expiry of the contract period or any unauthorized parking is operating at the allotted site, the new contractor or the SDMC shall have the right to cause such operation to be vacated for which the previous contractor or the unauthorized operator, as the case may be, shall have no right to claim any damages.
10	Parking charges	Details of parking charges to be collected from ead user/parking users, per vehicle according to duration, are given in Annexure-B. The said parking charges are inclusive of Service Tax. Parking contractor is authorized to collect only the specified amount of parking charges against categories of vehicles mentioned in the Annexure-B. The contractor shall properly print the parking receipts as :
11	Monthly License Fee	<b>Parking Charges : Rs. 7 (For two wheeler) /Rs.10 (For four wheeler)</b> <b>Service Tax : Rs.1</b> <b>Levied by Ministry of Finance, Govt of India.</b> The successful tenderer / contractor shall be liable to pay monthly license fee in the form of bank draft / pay order at the rates offered by him and in the manner approved by the

		department, for each and every parking site. Monthly license fee shall be payable in the manner prescribed in Annexure-9, by the contractor till handing over of vacant and peaceful possession of the parking site, after complying with necessary terms & conditions of contract.
12	Deposit of License Fee	The parking contractor shall deposit advance monthly license fee as prescribed in Annexure-9 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 parking contractor 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. However, if the parking contractor fails to get his registration renewed on time, he shall be liable to pay twice the amount of MLF for the period during which he performs contract without getting his registration renewed. All correspondence and payments should be made in the Office of Deputy Commissioner, RP Cell, SDMC, 25th Floor, Civic Centre, Minto Road, New Delhi-110002, against proper receipt.
13	Non-payment of License Fee:	If the payment is not made in the manner stipulated above in, if payment of MLF of the succeeding quarter is not made by the last day of the preceding quarter, the parking contractor 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. However, the Commissioner, SDMC or any other officer authorized by him, in this behalf, may, on consideration of a representation (of the previous contractor) restore the parking site, subject to deposition of a restoration fee 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. 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 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.
14	Maintenance of Accounts	The contractor shall maintain proper books of accounts of the parking sites and submit details of the same as and when specifically required by the Department. The parking contractor has also to submit quarterly Self Declaration/Status Report at the end of each quarter, in the format given at Annexure-10. However, non-filing of the same shall amount to major violation and shall be dealt according to the provisions of approved guidelines for registration of contractors.
15	Earnest Money	<b>Minimum Reserve Price (MRP)</b> for each of the parking site as per their location and revenue potential etc. is mentioned in the Annexure-1 of NIT. The bidder shall have to deposit Earnest Money deposit in the manner prescribed in Annexure-9 of NIT for each site, separately, with tender form. Tenders submitted without the earnest money will be rejected, summarily. The earnest money of unsuccessful bidders shall 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. The Earnest Money shall be forfeited on account of any of the following reasons: <ul style="list-style-type: none"> <li>• 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.</li> <li>• On account of false/unverifiable statement in tender documents.</li> <li>• If the bidder does not respond to request for clarification of its proposal.</li> <li>• If the bidder fails to provide required information during the evaluation process.</li> <li>• If the bidder resorts to malpractices with an ulterior motive to effect the chances of rival bidders which includes; sudden complaints/malicious Newspaper reporting about competing bidders post the phase when the tender has been published.</li> </ul>
16	Security deposit/ performance guarantee.	Payment of Security Deposit/ Performance Guarantee is to be made in the manner prescribed in Annexure-9 before the 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 parking contractor, 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.
17	Revision of parking charges and MLF	<b>The procedure that will be adopted in case SDMC revises the parking charges /fee shall be as follows:</b> In case the Corporation revises the prescribed rates for Parking charges /fee in the mid course of the Contract, the following procedure shall be adopted: 4) The Corporation shall issue fresh tenders for each of the sites on the basis of revised parking rates to seek bids for revised MLF.

		<p>b) The current licensee shall be given <b>RIGHT OF FIRST REJECTION</b> to match the H1 that would be arrived at, on the basis of new bids received. It should be borne in mind that there shall not be any conflict of interest between existing contractor and the H1.</p> <p>c) In case the current licensee agrees to match the said H1 MLF rate, the current contract shall be continued for the balance period on the revised MLF (remaining terms &amp; conditions remaining the same). The Licensee shall be required to deposit the revised Performance Guarantee amount (based on new MLF).</p> <p>d) In case, the current licensee does not agree to match the H1 rate, the site shall be deemed to be treated as surrendered by the licensee. The existing contract shall be closed as surrendered, and the site shall be allotted to the H1 bidder.</p> <p>e) The current licensee shall be continued to operate the parking site till such time the revised rates are finalized (or contract is over, whichever is earlier). For the period -[From the date of notification of revised rates; up to the date of revision of contract (new MLF) or closure of contract, as the case may be].The current licensee shall be liable to pay MLF equal to the H1 rate with effect from date of notification of revised rates and its implementation that would be arrived at, in the revised bids, irrespective whether the current licensee accepts the right of first rejection or not.</p> <p>f) <b>Provisional payment of revised MLF by the current licensee:</b> From the date of revision of parking rates, the licensee shall be required to hike the MLF payable to the corporation provisionally by X% (calculation of X defined in next Para). This provisional payment would, be subject to adjustment on the basis of final MLF that would be arrived at as per previous Para. If the MLF rate arrived through tender system is more than the provisional payment, the Licensee shall be required to pay the balance amount. In case of reverse, Corporation shall adjust the excess payment from the future payment due from the contractor.</p> <p><b>New MLF = Old MLF * [1 + X (%)/100]</b></p> <p><b>g) To calculate 'X' following standard formula shall be applied:</b></p> $X = \frac{[(B-A)/A] * 100\%}{\text{Where -}}$ <p>A = Old parking Rate for Car/SUV; parking for 3 Hours.          B= New parking rate for Car/SUV; parking for 3 hours.</p>
<p><b>18</b></p>	<p><b>Surrender</b></p>	<p>In the case of surrender of the parking contract, the parking contractor 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 SDMC to examine the notice and to take decision and to make alternative arrangement for running the 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 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 years. <b>To this effect an undertaking shall be given by the parking contractor, at the time of surrender.</b></p> <p>If any parking contractor surrenders 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 parking contractor to run and maintain the parking site on the terms &amp; 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 as and when asked and in such an event the parking contractor will be bound by the terms and conditions of the respective NIT, Agreement executed thereupon, provision of DMC Act &amp; 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><b>Exception:-</b> Provisions of clause 17.</p>
<p><b>19</b></p>	<p><b>Responsibility of the contractor (Security and installation of CCTV and use of Hand Held Device)</b></p>	<p>Any theft, damage, of the vehicles parked in the authorised 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</p>



		<p>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 30 days. Non-maintenance of CCTV installations and HDD may result into termination of the contract and taking over possession of the 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 Parking Contractors.</p> <p>The parking contractor 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 parking site and the consequential claim or claims shall be borne by the parking contractor 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 parking site, especially women and senior citizens, and will not allow any unlawful activities within the parking site. SDMC also reserves the exclusive rights to allow any advertisement/unipole/flag signs etc in the parking site.</p>
20	Loss to SDMC	<p>The parking contractor shall be bound to indemnify and reimburse the SDMC for all claims, demands, loss, charges, cost and expenses which it may have to incur or which accrue on account of infringement of any of these conditions by the parking contractor.</p>
21	Removal/ Shifting of Site	<p>The Commissioner or any other officer authorized by him shall have the right to have the parking site removed or reduced in area (in larger public interest) without assigning any reason. The Commissioner's decision or any person duly authorized by him in this regard, will be final regarding the amount of proper rational adjustment in MLF. However, SDMC has no policy of alternate site allotment under any conditions whatsoever. Further, in case the operation of said parking site is not feasible on any reasons whatsoever, the deposited security amount and any other surplus, after adjustments of all past dues of contractor as on date, shall be refunded to the contractor.</p>
22	Penal Action	<p>All the penal provisions of DMC Act, Bye-laws framed there under IPC, Cr-PC, orders/directions of the Courts of law, Guidelines for Registration/Renewal of parking contractor shall be applicable upon the parking contractor during the performance of contract period. The Competent Authority shall have the right to debar the Parking contractor, suspend business with him for any period or cancel his registration and/or black-list him. The decision of the Competent Authority shall be final and binding to all. In case of violations of any of the terms and conditions of the contract, the contract can be cancelled/terminated and the SDMC shall be at liberty to resume possession of Parking sites without any notice to the contractor for breach of the terms and conditions of allotment and the contractor shall have no right to remove any fixture/fittings/other items provided by him in and around the Parking sites.</p>
23	Termination of contract	<p>The SDMC reserves the right to terminate the contract for breach of any of the terms &amp; conditions of allotment, after providing due opportunity of hearing, to the contractor. From the date of cancellation of contract, SDMC reserves the right to either offer the parking to an Ex-Serviceman for temporarily running the site, or declare it a free parking site, till the finalization of new NIT, to safeguard municipal revenues and provide orderly services to the citizen.</p>
24	Breach of Agreement, terms & conditions and restoration of contract	<p>The SDMC shall have the right to terminate the contract and forfeit security amount if the parking contractor commits breach of any of the terms and conditions of the tender/guidelines/agreement, provisions contained in the DMC Act or the Bye-laws framed there under, or in case any fee, charge, tax or any other amount is not paid or for any other reason, the allotment shall be deemed to be terminated/cancelled/revoked. The Commissioner or any other officer authorized by him shall take over the parking site without any compensation whatsoever, besides forfeiting the security deposit(s) and recovering the losses caused to SDMC. The parking site may be allotted to any other parking contractor at the risk and cost of the defaulting parking contractor, who may also be black listed.</p>
25	Non Transfer of contractual rights	<p>The registered parking contractor in whose name the parking site is allotted shall not transfer the same to any other parking contractor. No sub-letting will be allowed.</p>
26	Blacklisting & cancellation of registration	<p>The contractor, if at any time, found engaged in any kind of malpractices including default in payment of license fee regularly shall be liable to be blacklisted &amp; in such an event his security amount/performance guarantee/advance MLF and other deposits will be forfeited and registration shall also be cancelled.</p>
27	Guarantee	<p>The contractor shall have to guarantee/Indemnify against closure of the site, due to his fault or due to bankruptcy or for any other reasons not on the part of the department and in such an event, no compensation shall be payable to the contractor and the department shall be entitled to take over charge of the site in whatever stage it is, without any payment being made, whatsoever.</p>
28	Damages	<p>Any damage to the foot-path, tiles, curb-stones, central verge or any other ancillary structures, during operation of the parking sites, including supporting structures, shall be the sole responsibility of the contractor, which shall be made good by the contractor.</p>

*(Handwritten signature)*  
 15/12/16



29	Maintenance of complaint book	The contractor shall have to maintain a Complaint Book at parking site to enable the aggrieved citizens to enter their complaints for periodical review by the RP Cell.
30	Precautions	The contractor shall take all precautions to avoid any accidents during operation of the parking sites and due to electrical fittings. If any accident occurs during operation of the parking sites / fittings, the contractor shall be directly responsible for the damages or any other consequences, whatsoever and SDMC shall be kept free of liabilities. Proper arrangement shall be made by the contractor to avoid any hindrance to the traffic during operation of the parking sites. Diversion of traffic, if required, shall be arranged by the contractor as per traffic police requirements.
31	Remission	No remission shall be allowed in general on account of any reason. However, in exceptional circumstances involving natural calamity/national/state causes which may occur beyond control of any person SDMC may consider the request on case to case basis on facts and circumstances subject to verification/confirmation by the concerned department. This shall be in extraordinary circumstances. The decision of competent authority in this regard shall be final and binding upon all. The intending tenderer shall inspect the description of the Parking site, 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.
32	Third party monitoring	SDMC reserves its right to appoint / engage a third party for the monitoring of the parking sites. In that case, the expenses will be borne equally by the contractor and the SDMC i.e. 50% each.
33	Service Tax, TCS, Stamp Duty and other taxes	Service Tax & TCS, as applicable rates and Stamp Duty (If levied) and all other taxes shall be payable by the contractor directly to the concerned authorities.
34	Competent Authority	For the purpose of this contract, Commissioner, SDMC, or any other officer, authorized by him, shall be the competent authority and his / her decision shall be final and binding on the parties to the contract.
35	Jurisdiction of courts	All the matters arising out of the contract shall be within the jurisdiction of the Delhi Courts only.
36	Self Declaration	A self declaration has to be filed by H-1 bidder/contractor as per Annexure-10 on quarterly basis.

**DECLARATION**

*I/We declare that I/We have read and understood the above terms and conditions for the allotment of parking sites relating in the terms of SDMC and in token of acceptance of the same, have initialed each page. I/We undertake to abide by the said terms and conditions. I/We are major on the date of making this declaration. I/We further undertake that I/we are bound to clear the outstanding dues, if any, during the contract period.*

Signature of the Officer authorized on

Behalf of Commissioner (SDMC)

Signature of the parking contractor /firm  
With seal

**Annexure 6**

**Basic Information about Bidder & Parking Site for which the Bid has been Submitted**

1.	NAME OF THE ORGANISATION / INDIVIDUAL	
2.	REGISTRATION NO.	
3.	CORRESPONDENCE ADDRESS	
4.	CONTACT MOBILE NUMBER AND EMAIL ID	
5.	NAME OF PERSON(S) TO BE CONTACTED FOR CLARIFICATION	
6.	NAME OF THE PARKING SITE FOR WHICH THE BID HAS BEEN SUBMITTED	
7.	SRL NUMBER OF PARKING SITE AS PER ANNEXURE-1	

Certified that the information given above is correct to the best of my knowledge



**NAME AND SIGNATURE OF AUTHORIZED SIGNATORY WITH SEAL:**

**NOTE: PL. SUBMIT SEPARATE FINANCIAL BID FOR EACH SITE**

