

**SOUTH DELHI MUNICIPAL CORPORATION
OFFICE OF THE DEPUTY COMMISSIONER**

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

No. AC/RPC/SDMC/2016/D-47

Dated. 06/05/16

Please upload the corrigendum of NIT AC/RPC/SDMC/2016/D-24
dated 18/04/2016 on the MCD,s website.

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Assistant Commissioner/RPC Cell
Assistant Commissioner,
Remunerative Project Cell, SDMC

For IT

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Existing Clause	Changes
<p>Clause No.18: Surrender: In 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 'Bank 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. To this effect an undertaking shall be given by the parking contractor, at the time of surrender.</p> <p>If any parking contractor surrenders parking site under SDMC on three different occasions within a period of one year, he shall be debarred from participating in future NITs of SDMC for a period of three 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 and conditions of the agreement or as modified temporarily for a specific period as specified by the 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.</p> <p>The surrendered notice shall not be treated as 'valid/accepted/approved' unless up-to-date clearance 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>The period notice may be changed from 90 days to 30 days and lapse period may be changed from 9 months to 3 months. Accordingly the modified clause should be read as:</p> <p><i>"In case of surrender of the parking contract, the parking contractor shall have to give at least 30 days prior notice, but not before the lapse of 3 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"</i></p>
<p>Clause No. 31: No remission shall be allowed in general on account of any reason. However, in exception 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.</p> <p>The intending tenderer shall inspect the description of the parking site, before submitting tenders and may obtain clarification, if any, before submission of the</p>	<p>It has been observed that the clause 31 of Annexure 5 require amendment in respect of the provisions under clause 21 of Annexure 5, which is as under:</p> <p><i>"No remission shall be allowed in general except otherwise mentioned in the tender documents. However, in exception 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</i></p>

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 Assistant Commissioner,
 Remunerative Project Cell, SDMC

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<p>tender. No objection/grievance/dispute in this behalf shall be entertained subsequent to submission of the tender. Also no remission in license fee will be given, in this regard.</p>	<p>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 fee will be given, in this regard.</p>
<p>Date of Opening of NIT: 10.05.2016</p>	<p>Date of Opening of NIT: Submission by 11.00 AM on 13.05.2016 and opening at 15.00 Hrs. on 13.05.2016 at 6th Floor, Dr. Shyama Prasad Mukherjee Civic Centre, 6th Floor, Jawahar Lal Nehru Marg, New Delhi - 110002.</p>

Remaining contents of the Tender Document will remain unchanged.

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06.05.16

Assistant Commissioner,
Remunerative Project Cell, SDMC

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