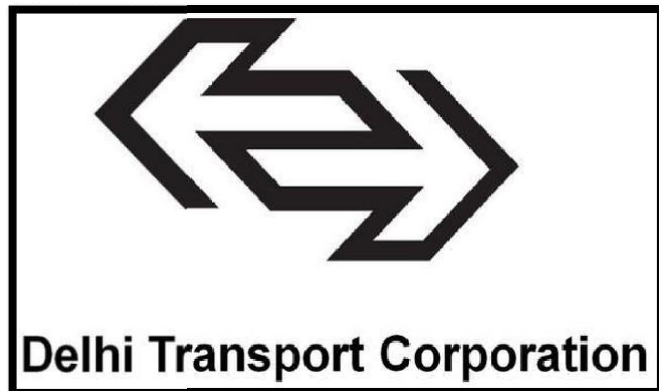


**E- TENDER FOR GRANT OF LICENSE FOR SURFACE PARKING SITES AT DTC DEPOTS AT
DAY/EVENING TIME (9 A.M. TO 9 P.M.) ON MONTHLY LICENSE FEE BASIS**



Tender no.- DYCGM(C)/2023/13

**Delhi Transport Corporation
(Govt. of NCT of Delhi)
I.P. Estate, New Delhi-110002**

Disclaimer

This Tender is for grant of license for surface parking sites at DTC Depots at day/evening time (9 a.m. to 9 p.m.) on monthly license fee basis containing brief information about the terms and conditions and selection process for the bidder. The purpose of the document is to provide the Bidders with information to assist the formulation of their bidding documents.

While all efforts have been made to ensure the accuracy of information contained in this Tender Document, this Document does not purport to contain all the information required by the Bidders. The Bidder should conduct their own independent assessment, investigations & analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their bid application. Delhi Transport Corporation or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the Tender Document.

Delhi Transport Corporation reserves the right to change any or all conditions/ information set in this Tender Document by way of revision, deletion, updating or annulment through issuance of appropriate Addendum/corrigendum as Delhi Transport Corporation may deem fit without assigning any reason thereof.

Delhi Transport Corporation reserves the right to accept or reject any or all applications without giving any reasons thereof. Delhi Transport Corporation will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the bid applications to be submitted in terms of this Tender Document.

Delhi Transport Corporation
Office of the Dy. CGM (Civil) HQ
I.P.Estate:NewDelhi.

No.Dy.CGM(Civil)/2023/13

Dated:-

KEY DETAILS & SCHEDULE OF EVENTS

Nature of Jobs/Services	E- TENDER FOR GRANT OF LICENSE FOR SURFACE PARKING SITES AT DTC DEPOTS AT DAY/EVENING TIME (9 A.M TO 9 P.M.) ON MONTHLY LICENSE FEE BASIS
Date of publication of Tender Document	10.11.2023
Authority and Place for submission & opening of Bids	Dy. Manager-(Tender Cell), Room No.207, Delhi Transport Corporation, IP Estate, New Delhi-110002.
Authority & Address for seeking clarifications on the Tender Document	Dy. CGM (Civil) Delhi Transport Corporation, I.P. Estate, New Delhi. E-mail: dcgmcivilhq@gmail.com Website: http://dtc.delhi.gov.in/
Last date of submission of queries/ clarifications	22.11.2023 upto 1700 hours
Date & Time of Pre-Bid Conference	24.11.2023 at 1130 A.M.
Venue of Pre-Bid Conference	Conference Hall, DTC, HQ, IP Estate Delhi Transport Corporation, New Delhi-110002
Last Date & Time for receipt of Bids	07.12.2023 upto 1500 hours
Date & Time of opening of Technical Bid	07.12.2023 at 1530 hours
Bid Validity	180 days from the date of submission

Delhi Transport Corporation
Office of the Dy.CGM(Civil)HQ
I.P.Estate: New Delhi.

E-Tender NOTICE

Delhi Transport Corporation, I.P. Estate HQ, New Delhi invites Bids for grant of license for surface parking sites at DTC depots at day/evening time (9 a.m. to 9 p.m.) on monthly license fee basis in two bid system on behalf of the MD, Delhi Transport Corporation New Delhi from Individuals, Sole Proprietorship Firms, Partnership firms, Registered Society/ Registered Co-operative Society, Public Limited Company or Private Limited Companies having experience in executed similar work of the Operating & Managing Parking Sites and Collecting Parking Fees subject to fulfilling the eligibility criteria given in the tender document.

NIT No	Description	Monthly License fee for Each Site (Reserved Price)	Earnest Money for each Site	Time Period of Agreement	Last date & Time of Submission of Technical and Prince Bid	Date & Time of Opening of tender.
DYCGM(C) / 2023/13	E- TENDER FOR GRANT OF LICENSE FOR SURFACE PARKING SITES AT DTC DEPOTS AT DAY/EVENING TIME (9 AM TO 9 P.M.) ON MONTHLY LICENSE FEE BASIS	Annexure- I of E-Tender available on Delhi Govt. E-Procurement and DTC Website	Rs. 1,00,000/-	Initially for 2 Year Extendable on Yearly basis for period of 3 years.	07.12.2023 15.00hrs.	07.12.2023 15.30hrs.

The Bidder shall note that they will have to deposit earnest money equal to multiplication @**Rs. 1,00,000/- each** of quoted preferable sites. For example, if number of preferable sites quoted are 10 nos. then EMD shall be **Rs. 1,00,000/-X10Nos.=Rs.10,00,000/-**for10locations.

Note:- Please note that in order to qualify for Technical Bid, the Bidder will have to upload the scanned copies of the documents required as per Tender.

The tender documents are available on website <https://govtprocurement.delhi.gov.in> and DTC Website <http://dtdelhi.gov.in/>

Dy. CGM (Civil)
Delhi Transport Corporation

Section I: Instructions to Bidders

A. General instructions

Number of Proposals and respondents

- i. No Bidder or its Associate shall submit more than one Proposal, in response to this Tender. A Bidder applying individually or as an Associate shall not be entitled to submit another Proposal.

Right to accept and reject any or all the Proposals

- i. Notwithstanding anything contained in this e-Bid, DTC reserves the right to accept or reject any Bid and to annul the selection process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- ii. DTC reserves the right to reject any Bid if:
 - a. At any time, a material misrepresentation is made or uncovered, or
 - b. The Bidder does not provide, within the time specified by DTC, the supplemental information sought by DTC for evaluation of the e-Bid.
- iii. Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification /rejection occurs after the e-Bid have been opened and the highest-ranking Bidder gets disqualified / rejected, then the DTC reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of DTC, including annulment of the Selection Process.

Acknowledgement by Bidder

- i. It is desirable that the Bidder submits its Proposal after verifying the availability of the data, information and/ or any other matter considered relevant.
- ii. It would be deemed that by submitting the Proposal, the Bidder has:
 - a. Made a complete and careful examination and accepted the Tender Document in total; received all relevant information requested from DTC and;
 - b. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the bid or furnished by or on behalf of DTC;
 - c. Satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
 - d. Made a complete and careful examination of the various aspects of the scope of work including but not limited to:
 - i. Type of Project
 - ii. Existing data or any relevant information;
 - iii. All other matters that might affect the Bidder's performance under the terms of this Tender Document.
- iii. DTC shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

Availability of Bid Document

This Bid document is available on the website <https://govtprocurement.delhi.gov.in/> to enable the Bidders to view, download the bid document and submit bids online up to the last date and time mentioned in bidder notice/ bid document. The bid document is available for download only on DTC website <http://dtdelhi.gov.in/>

Amendment of e-bid Document

- i. At any time prior to the deadline for submission of bid, DTC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid document by amendments. Such amendments shall be uploaded on the e-procurement website <https://govtprocurement.delhi.gov.in/> or on DTC website http://dtdelhi.gov.in. Relevant clauses of the bid document shall be treated as amended accordingly.
- ii. It shall be the sole responsibility of the prospective Bidder to check the website <https://govtprocurement.delhi.gov.in/> or on DTC website http://dtdelhi.gov.in.
- iii. From time to time for any amendment in the bid documents. In case of failure to get the amendments, if any, DTC shall not be responsible for it.

To allow prospective bids a reasonable time to take the amendment into account in preparing their bids, DTC, at the discretion, may extend the deadline for the submission of bids. Such extensions shall be uploaded on the e-procurement website <https://govtprocurement.delhi.gov.in/> or on DTC website <http://dtdelhi.gov.in/>

Clarifications of e-bid

- i. During evaluation of e-bid, DTC may, at its discretion, ask the Bidder for a clarification of his/her e- bid. The request for clarification shall be in writing.
- ii. Any queries or request for additional information concerning this Tender shall be submitted in writing or by e-mail to as indicated in schedule of Bidding Process.

Language and currency

- i. The e-bid and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidder with the e-bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the e- bid, the English language translation shall prevail.
- ii. The currency for the purpose of the e-bid shall be the Indian Rupee (INR).

E-bid validity period and extension

- i. e-Bid shall remain valid for 180 days after the date of e-Bid opening prescribed by DTC. An e-Bid valid for a shorter period shall be rejected by DTC as non-responsive.
- ii. In exceptional circumstances, DTC may solicit the Bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing.

Correspondence with the Bidder

- i. Save and except as provided in this e-Bid, DTC shall not entertain any correspondence with any Bidder or its Technical Partners in relation to acceptance or rejection of any e-Bid.
- ii. No Bidders or its Technical Partners shall contact DTC on any matter relating to his e-Bid from the time of Bid opening to the time Contract is awarded.
- iii. Any effort by the Bidder or by its Technical Partners to influence DTC in the Bid evaluation, Bid comparison or contract award decisions, may result in rejection of his Bid.

Format and Signing of Proposals/Bids

- i. The Bidder shall prepare one electronic copy of the technical e-Bid and financial e-Bid separately.
- ii. The e-Bid document shall be digitally signed, at the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The letter authorization shall be indicated by a scanned copy of written power-of attorney accompanying the e-Bid.
- iii. Bidders should provide all the information as per the Tender and in the specified formats. DTC reserves the rights to reject any proposal that is not in the specified formats.
- iv. In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

Deadline for submission of e-bid

E-Bid (Technical and financial) must be submitted by the Bidder at e-procurement website <https://govtprocurement.delhi.gov.in/> not later than the time specified on the prescribed date (as the server time displayed in the e-procurement website). DTC may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document, in which case all rights and obligations of DTC and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Submission of e-bid

- i. The bid submission module of e-procurement website <https://govtprocurement.delhi.gov.in/> enables the Bidders to submit the e-Bid online in response to this e-Bid published by DTC.
- ii. Bid submission can be done only from the bid submission start date and time till the bid submission end date and time given in the e-Bid. Bidders should start the bid submission process well in advance so that they can submit their e-Bid in time.
- iii. The Bidder should submit their e-Bid considering the server time displayed in the e- procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-Bid schedule. Once the e-Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the Bidders shall only be held responsible.

Late bid

- i. Bids received by DTC after the specified time on the Bid Due Date, shall not be eligible for consideration and shall be summarily rejected.
- ii. The server time indicated in the bid management window on the e- procurement website <https://govtprocurement.delhi.gov.in/> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-Bid.
- iii. Once the e-Bid submission date and time is over, the Bidder cannot submit his/her e-Bid. Bidder should start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

B. Bid Opening

Opening of Proposals

- i. DTC would open the e-bids at the date and time mentioned in the Tender for the purpose of evaluation.
- ii. Proposals shall be opened in presence of interested Bidders who choose to be present at specified time and location. In the event of the specified date e-Bid opening being declared a holiday, the e-bids shall be opened at the appointed time and place on the next working day.
- iii. DTC would subsequently examine Proposals in accordance with the criteria set out in this Document.

Confidentiality

- i. Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising DTC in relation to or matters arising out of, or concerning the Bidding Process. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal shall result in outright rejection of the offer, made by the said Bidder.
- ii. DTC shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. DTC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or DTC or as may be required by law or in connection with any legal process.

Tests of Responsiveness

- i. Prior to evaluation of bids, DTC will determine whether each bid is responsive to the requirements of the Tender Document. The bid shall be considered responsive if:
 - i. It is received/ deemed to be received by the Bid Due Date and time including any extension
 - ii. It is signed and sealed.
 - iii. It contains all information required in this Tender Document.
 - iv. Information is provided as per the formats specified in the Tender Document.
 - v. Deposit of EMD
- ii. DTC reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by DTC in respect of such bids.

Clarifications

- i. Any queries or request for clarification concerning this document shall be submitted through email only by the authorized signatory at the email dcmcivilhq@gmail.com to reach DTC on or before the date and time as mentioned in the Tender.
- ii. DTC shall make reasonable endeavor to respond to the questions raised or clarifications sought by the Applicants. However, DTC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring DTC to respond to any question or to provide any clarification.
- iii. DTC may also on its own discretion, if deemed necessary, issue interpretations and clarifications to all Applicants by way of a common communication. All clarifications and interpretations issued DTC shall be deemed to be part of this document. Any verbal clarifications and information given by DTC or its employees or representatives or consultants shall not in any way or manner be binding on DTC. DTC reserves its right to retract, change, alter or modify any communications once given by any of its employees and/or consultants.
- iv. DTC will provide adequate information/ support to the assist Applicants in the formulation of their application or response to this bid document.
- v. Further, to assist in the process of evaluation of Proposals, DTC may, at its sole discretion, ask any Bidder/applicant for clarification on its bid. The request for clarification and the response shall be in writing or by facsimile. No change in the substance of the Proposal would be permitted by way of such clarifications.

Proposal Evaluation

- i. The bids will be evaluated by DTC.
- ii. The Submissions of the Bidders would first be checked for responsiveness. All bids found to be substantially responsive shall be evaluated as per the Technical Criteria set out in this Tender Document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the decisions of DTC are without any right of appeal whatsoever.
- iii. Opening of Financial Bid- The financial bid of all technically qualified bidders shall be opened in accordance to their Financial capacities as defined in the Tender document. The

date, time and venue will be informed to all successful bidders for their participation in the opening of financial bid. In case if there is two or more H-I bidders found for a parking opening,, the below process will be followed: -

“New financial bids from these H-I bidders(which would be obviously more than the Quoted MLF) will be called. Their financial bids will be opened and H-1 bidder will be decided. The decision of MD,DTC will be final and binding to all”

- iv. In case single tender is received, MD, DTC reserves the right to accept/ reject the single tender so received.

Technical Proposal Screening

- i. The Technical Proposals of the Applicants would be screened as per the procedure set out in this document.

Negotiations

- i. There would be no post tender negotiations.

Award of Contract

The work will be awarded to the Bidder with highest rates i.e. H-1 Bidder. A License Fee Agreement will be entered with the successful Bidder after award. Bidder shall quote his rates after considering various terms and conditions of the Bid.

Letter of Award(LOA)

- i. Prior to the expiration of the period of e-Bid validity, DTC will notify the Successful Bidder in writing, by e- mail, that its e-Bid has been accepted.
- ii. The acceptance of LOA will constitute the formation of the Agreement.
Failure of the Successful Bidder to comply with the requirement of acceptance of LOA shall constitute sufficient grounds for the annulment of the LOA and forfeiture of EMD. In such an event, DTC reserves the right to:-
 - a. Either invite the next best Bidder for negotiations, or
 - b. Take any such measure as may be deemed fit in the sole discretion of DTC, including annulment of the bidding process.

Signing of Agreement

At the same time as DTC notifies the Successful Bidder that its e-Bid has been accepted, the Successful Bidder shall have to sign the Agreement with relevant documents as mentioned in this Tender. The Agreement draft along with other related terms and conditions will be same as furnished in this e-Bid. Any refusal will not be allowed. The Bidder need not download and submit in hard copies of these documents.

Risk Purchase & Order Cancellation

- i. DTC reserves the right to cancel the Award at Contractor risk and cost if the work is not considered satisfactory and it is felt that Contractor is not likely to meet the contractual obligations.

Earnest Money Deposit

- i. The Bidder shall furnish, as part of its Bid, an EMD in form of Account Payee/Demand Draft, Fixed Deposit Receipt, Bankers Cheque, Online Mode (Canara Bank, Branch- IP ESTATE, NEW DELHI A/c No. 110094786998, IFCS Code- CNRB0019126, MICR- 110015414) or Bank guarantee from any of the Commercial Banks as stated in Tender, in favor of M.D, DTC payable at Delhi. The scanned copy of receipt of EMD with transaction Id certified by the same bank must be enclosed along with the Bid and Original instrument must be submitted in the Office of Dy. Manager, Tender Cell, DTC HQ, as per the due date & time of submission of bids. Tender without Earnest Money in the prescribed form, will not be accepted. In case, the Bidder submits the EMD in the form of BG, the same shall be valid 60 days beyond the bid validity period.
- ii. Micro and Small enterprises, as defined in MSE procurement policy issued by Department of MSME or are registered with Central Purchase Organization or the Concerned Ministry or Department or Start Ups as recognized by Department of Industrial Policy and Promotion are exempted from submitting EMD in accordance with Rule 170 of GFR-2017.
- iii. Any Bid not secured in accordance with above shall be treated as non-responsive and rejected by DTC.
- iv. Unsuccessful Bidder's EMD will be returned within 60 days after conclusion or discharge of the tender.
- v. No interest will be paid by the Purchaser on the Earnest Money Deposit.
- vi. The Successful Bidder's Bid EMD will be refunded once the successful Bidder deposits the Performance Bank Guarantee, to be submitted by the Bidder upon signing the agreement.
- vii. The EMD may be forfeited:
If Bidder (a) withdraws its Bid during the period of Bid validity specified in the Tender: or (b) does not accept the correction of errors or (c) modifies its Bid price during the period of Bid validity specified in the Tender.
(d) In case of a Successful Bidder, if the Bidder fails to, accept the LOA or submit the Performance Guarantee or sign the Agreement with DTC

SECTION-II- TERMS OF REFERENCE (TOR)

- i. Delhi Transport Corporation having Depots in Delhi Region which are utilized for Parking and Maintenance of DTC Buses. That, during the day and evening time i.e. from 9 A.M. to 9 P.M. the DTC Depots are vacant and can be utilized for parking. DTC intends to grant of license for surface parking sites as per Annexure-‘I’ during the period of 9 A.M. to 9 P.M. for parking of private vehicles by entering agreement with the agency which will Operate the parking sites on license fee basis payable to DTC on monthly basis.
- ii. Delhi Transport Corporation having Depots in Delhi Region invites Bids on behalf of MD, DTC from those firms for grant of license for surface parking sites at DTC depots at day/evening i.e. between 9 A.M. to 9 P.M. on monthly license fee basis in two bid system on behalf of the MD, Delhi Transport Corporation New Delhi from Individuals, Sole Proprietorship Firms, Partnership firms, Registered Society/ Registered Co-operative Society, Public Limited Company or Private Limited Companies having experience in executed similar work of the Operating & Managing Parking Sites and Collecting Parking Fees.
- iii. Duration of contract: - The contract will be for a period of 2 years with effect from the date of handing over the site to the licensee. The contract can be extended for further period of 3 years on yearly basis by the MD DTC, at his/her sole discretion, whose decision shall be final and binding upon the tenderer.
- iv. The Bidder has to quote their price over and above the reserved monthly license fees mentioned at Annexure-‘IX’ of License Fee for each Depot space which will be available by DTC for parking for the day time i.e. from 9 A.M. to 9 P.M.
- v. The details of tentative area(in Sqm) on offer for parking for the day & evening period i.e. from 9 A.M. to 9 P.M at each Depot for which the monthly license fee is to be paid by bidder is available at Annexure-‘I’. This means that the successful bidder will be allowed to carry out his operation within the designated area earmarked by DTC. Further, the area (in Sqm) on offer at Annexure-‘I’ may Increase/Decrease and will be decided by DTC. Accordingly, the license fee will be adjusted as per actual measurement of space.
- vi. The parking area shall not be operational during 9 p.m. to 9 a.m. and will be utilized by DTC. The successful tenderer shall have to handover the vacant and peaceful possession of the licensed premises to DTC at 9 P.M. in the evening. If the successful bidder fails to handover the peaceful vacant possession of the premises to DTC from 9 P.M. to 9 A.M., the same will be taken as Major Violation and DTC has a right to charge damages/penalty for illegal use and occupation of the premises till such time the premises are vacated by the successful bidder. Further, DTC may carry out eviction of the bidder’s staff and may also initiate action as per terms and conditions and also initiating action as per law for disrupting operation of Buses meant for public service.
- vii. The Successful Bidder will maintain a register indicating the particulars of owner of the vehicle and the vehicle itself along with documentary proof and submit the copy of the same to the office of DTC on monthly basis. The Successful Bidder will install CCTV cameras and provide its feed to DTC.

- viii. The Successful Bidder will not be allowed to erect any structure on the parking areas which will disrupt the operating and parking of DTC Buses. He will be allowed to paint marking on the ground. The successful bidder shall maintain the parking area and facilities in good and clean condition. The licensee shall make arrangements for illumination and signage's on the site as per approved design to be supplied by the DTC and shall clearly demarcate the parking zone of vehicles per unit for the convenience of general public within 7 days from taking over the site.
- ix. DTC shall reserve the right of putting up advertisements on the boundary or within the parking site either for itself, or through authorized advertiser or any other agency. DTC shall also reserve the right to auction such number of kiosks/ tea stalls/ other stalls etc. as may be considered appropriate in specific well demarcated areas within or along the boundary of the parking site separately.
- x. The Successful Bidder will have required to pay all Applicable Taxes and statutory fees over and above the monthly license fees. The taxes and statutory fees as applicable at the time of allotment or during the contract in force shall be payable by successful bidder.
- xi. The monthly license fee shall be increased by 10 percent on yearly basis i.e. after completion of every one year of services.
- xii. The Successful Bidder shall be given 7 days time from the date of letter of award as incubation period for making arrangements for carrying out operations on the site. After expiry date of 7 days, the License Fee against the allotted site/space shall start irrespective of whether the site is operational or not. No Communication/Grievance on this account shall be entertained.
- xiii. That the Successful Bidder shall make arrangement to issue identity cards to each of its staff, Supervisor for entry into the licensed premises. The identity cards shall be issued by the contractor at its cost. Security staff of the licensor shall be at liberty to exercise check on any of its staff, supervisors while entering the premises, during the work and while leaving from the premises.
- xiv. The parking slips will be issued through hand-held devices which will display the details of location of Authorized Parking Site, name and address of the Contractor along with registration No. and the period of validity of contract on the slip. The records of the computerized slips shall be maintained by the Contractor and the licensor shall have the right to demand / check this record at any time and the contractor shall be bound to furnish the same within the given time frame.
- xv. The Successful Bidder shall be bound to provide cashless/online payment facility to the users of the parking.

- xvi. The Bidders are advised to inspect the sites and its surroundings and satisfy themselves before submitting their Bids. A bidder shall be deemed to have full knowledge of the site whether he has inspected it or not before submitted the Bid and no query after award of the contract will be entertained.
- xvii. That it shall be the responsibility of the Successful Bidder to ensure that the character antecedents of such personnel deployed for work have been duly verified by the Police Authorities and shall produce such police verification on demand.
- xviii. That the allotment is made on the license basis and the licensed premises including the building constructed thereon will be public premises with the meaning of public premise eviction of unauthorized Occupant Act 1971 or such acts as may be in force from time to time in this behalf.
- xix. In case the tenderer is running any other parking site on contract at present he is required to submit no dues certificate from the concerned local body/organization along with tender form, failing which he would stand is qualified. That it is responsibility of the tenderer to ensure that all persons deployed by it will be efficient, skilled, honest and conversant with nature of work.
- xx. That the persons employed by the tenderer shall at all times and for all purposes shall be the employees of the tenderer who shall alone be liable and responsible for payment of all kind of wages, salaries, remuneration and other benefits etc., to them without claim or reimbursement from DTC.
- xxi. That the successful bidder shall not employ men below the age of 18 years.
- xxii. That it is the liability of the successful bidder to pay any compensation to any person or persons for any injury/ damages caused in the event of accident during the time of vehicle parked in the licensed premises. DTC shall not be liable to pay any compensation to the tourist / visitors/ or any persons(s) for any injury/ damages caused in the event of accident during the time vehicle parked in the parking site.
- xxiii. That the successful bidder shall keep DTC totally indemnified and harmless against all claims, damages, dues, payments, fines, penalties, demands compensations, liabilities and other losses etc. which may incur on account of noncompliance or violation of any statutory provisions or on account of accident, injury, loss or damages etc. to the vehicle or life of the tourist/ visitor on any account.
- xxiv. A proper record of the all the vehicles using parking lots shall be maintained by the successful bidder and produced for inspection to the Authorized Officer of DTC or any other officer from time to time at the discretion of the management.
- xxv. The successful bidder should obtain permission from the competent statutory authority, if required, and comply with all the requirements of law in force at the given time and also taxes if any, including service tax.
- xxvi. Under no circumstances, the successful bidder shall appoint any sub-contractor or sub-lease the contract. If it is found that the contractor/ successful bidder has violated these conditions, the contract will be terminated forthwith without notice, by the authority that has approved the award of contract.

- xxvii. It will be the responsibility of the successful bidder to ensure that full payment is made to the workers as per the minimum wages or statutory wages/ rate fixed by the Govt. of NCT of Delhi and the Department will not be responsible for any lapses of the contractor in such matters.
- xxviii. The traffic guards/ supervisor of the successful bidder will ensure complete adherence of traffic plan of the DTC. They will guide and help all the visitors/ persons in parking their vehicle properly as per the plan. Their duties will also include collection of parking charges as per law.
- xxix. The tenderer should bid the amount by considering its entire revenue potential. DTC 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 DTC without any kind of response to the successful bidder & he shall not be entitled to make any claim / remission on that account.
- xxx. That once demarcated area is fully occupied, the board indicating “PARKING IS FULL” is to be placed at entrance of parking by the successful bidder.
- xxxi. The successful tenderer shall abide by all the rules and bye-laws of the statutory and regulatory bodies such as MCD, Delhi Govt and other authorities in the matter of running the business and keeping the site in proper condition and also abide by the instructions as may be given by DTC from time to time.
- xxxii. That the tenderer shall also pay the entire license or other fees or taxes including property tax payable to the Central/ State Government or Municipal or local bodies or concerned agency in connection with the regulation/monitoring/management of the business of parking.
- xxxiii. Any damage to the parking site or any other ancillary structures, during operation of the parking sites, including supporting structures, shall be the sole responsibility of the successful Bidder, which shall be made good by the contractor. For the purpose of this tender M.D., DTC or any other officer, authorized by him/her, shall be the competent authority and his / her decision shall be final and binding on the parties to the contract.
- xxxiv. The Successful bidder will install, upkeep and maintain the mobile toilets for his staff and visitors.
- xxxv. That the DTC shall continue to have all rights and control over the licensed premises.
- xxxvi. **PAYMENT OF LICENCE FEE**
- a) The contractor shall pay monthly license fee to the DTC in advance by pay order or demand draft or Online Mode to DTC. The due date of payment will be the seven days after the date of agreement for first month only and one month cycles thereafter. The contractor will be allowed a grace period of seven days for making payment. The first monthly installment of license fee shall become payable in advance within 7 days of issuance of formal acceptance of the contract. In case the successful bidder fails to deposit the license fee and other dues as above, the amount of shortfall will be recovered from security deposit.

b) Permission may be granted to the Contractor on his written request, at the option of the Managing Director, DTC or any officer authorised by him, to deposit license fee latest up to 15 days from the due date, along with Interest @ 10% per annum (calculated as simple interest) on the unpaid amount from due date till the date of payment. For the purpose of calculation of the Interest, year will be taken as 365 days.

c) In case the payment of monthly license fee along with Interest @ 10% as stated above is not received within the stipulated period, Managing Director, DTC shall be at liberty to terminate the contract without giving Notice and the amount equivalent to monthly licence fee plus interest plus penalty if any will be recovered from the security deposit and the rest of the amount of security deposit will be forfeited.

d) The contractor will have to deposit the whole amount as raised in the bills in the first instance without making any deduction on his own.

PARKING CHARGES AND OTHER TERMS

i. PARKING CHARGES.

- a) The Parking Contractor shall be titled to charge the parking charges only in accordance to the schedule of rates as approved by Government of NCT of Delhi, MCD or Authorized Agency as per the Law. The details of parking charges to be collected from and user/parking, users per vehicle according to duration, are given in Annexure -X. The parking charges are inclusive of Taxes. The parking contractor as authorized to collect only the specified amount of parking charges against the categories of vehicles mentioned in the Annexure-X. The contractor shall properly print the parking receipts Inclusive of Service Tax/GST.
- b) He will display the above rates, timings of parking, his name, address, validity period of license, details of authorities to whom suggestions/complaints can be made, etc. on illuminated board(preferably 6 ft X 4 ft.) in Hindi & English at a conspicuous place at the sites of information of the public.
- c) The rates/charges and vehicular composition are subject to change/revision as per direction of the authorized official of DTC. In the event of enhancement in parking rates, during the period of the contract, the existing contractor shall be liable to deposit the revised Monthly license fees and other deposits in proportion of enhancement of parking rates as decided by DTC. The decision of DTC shall be final and binding upon all.
- d) The contractor will also enter the number of the vehicle and time of entry in the parking ticket and also in the records maintain by him/her/themselves.
- e) The contractor shall have no right or interest in the licensed parking site and the legal possession of the parking site shall always continue to vest with the DTC.
- f) The licensed parking sites shall not be used or permitted to be used for any other purpose. Whatsoever except parking of vehicles for which authorization has been issued.

ii. The use of the parking sites by the successful bidder will be subject to the following restrictions:-

- a) Arrangement for maintaining the parking site in a state of repair and lighting of the parking site are to be made by the successful bidder at his own costs.
- b) There pairing and servicing of vehicles in the parking area will not be permitted.
- c) The parking site will not be permitted to be used by hawkers, betel or cigarettes seller, cold drinks and tea vendors.
- d) The contractor will quit the site peacefully after the expiry of license period as per tender or on its cancellation.
- e) The contractor is required to maintain a complaint book at the site. The authorized representatives of DTC would be free to check this complaint book any time.
- f) The parking site will not be used permitted to be used for exhibition/display or any hording advertisement etc , and no indecent obnoxious or such other activity as may cause nuisance/embarrassment to general public shall be carried or permitted to be carried in the parking site.

ii. OTHER TERMS

- a) The contractor shall not induct any other person in the licensed parking site and not allow the same to be used by any other person.
- b) The contractor shall abide by all the rules and bye-laws of the MCD and of Government of Delhi and other authorities in the matter of the business and keeping the site in proper condition.
- c) DTC officers/officials will have free access to the parking site for the purpose of inspection.
- d) The contractor shall be liable for any damage/loss theft of any vehicle or any property of user to the parking. The DTC will not be a party to any dispute between successful bidder and third party.
- e) In case it is established that the tender or license is charging over and above the prescribed rates as stipulated in the terms and conditions prescribed herein and also in case of any misuse of the premises other than the parking or for violation of any other conditions of license, the license of parking may be cancelled without notice and earnest money will be forfeited.
- f) The contractor shall take all precautions not to disclose, divulge and/or disseminate to any third party any confidential information, propriety information on the DTC.
- g) The obligation is not limited to any scope and the contractor shall be held responsible incase of breach of the confidentiality of DTC information.
- h) If the contractor receives enquiries from press/News/Media/radio/Television or other bodies/persons, the same shall be referred by the contractor to DTC immediately on receipt.
- i) Responsibility of the contactor regarding security and installation of CCTV- Any theft, damage, of the vehicles parked in the authorized 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 DTC shall not be responsible for damage or theft of the vehicles parked at the site. The installation of CCTV with at least 30 days' proper back up is mandatory. The contractor shall obtain electricity connection from the respective DISCOM for operations, for which NOC shall provide to him/her on specific request. All electricity charges/dues shall be payable by the contractor directly to the contractor to the electricity company.

- j) Maintenance of Accounts- The contractor shall maintain proper up to date books of accounts of the parking sites containing all the details and submit detail of the same as and when the DTC.
- k) Penalty- The Parking contractor shall have to abide by all the relevant provisions of the Laws and Guidelines issued on the subject of Parking by the Government, Orders /Directions of the Court of law, the Terms & Conditions of the contract and also of the Notice Inviting E-Tender [NIT], as may be applicable from time to time. Noticing any above violation, the DTC shall have the right to levy the under mentioned penalties, suspend business with the firm for any period, debar him from the future contracts of DTC after following due process of law. The decision of the Competent Authority in this behalf shall be final and binding.

Minor Violation	Penalty
Non wearing of Uniform and Name Badge	The parking contractor shall be levied a fine of Rs. 5000/- per violation.
Non maintaining of complaint register/box	
Major Violation	Penalty
Overcharging/Non-Installation of CCTV	1. 1 st instance 10% of the Monthly License Fees(MLF). 2. 2 nd instance 30% of the MLF. 3. 3 rd instance 50% of the MLF. 4. 4 th instance 70% of the MLF. 5. In event of the violation at fifth instance, the parking license shall be cancelled and no further opportunity shall be given.
Non Use of Hand Held Device for issuing parking slips.	
Non-handing over the vacant and peaceful possession of the licensed premises to DTC from 9 P.M. to 9 A.M	
Covering Parking space more than allowed/parking of vehicle beyond permitted area.	
Non-Display of notice board.	
Any violation of the contents affirmed in the Contract.	
Any violation other than listed above as decided by DTC.	

Section III: Eligibility Criteria

A. Technical Bid

Bidders must carefully examine the below mentioned Technical eligibility criteria. The Bidder has to meet all the technical eligibility criteria set out in this section to be eligible for financial evaluation.

- i. The tenderers will be qualified only if they have successfully completed operation of parking contracts(completed or running contracts)of similar parking work(s) in any one year during last three years ending last day of the month previous to the month of tender submission. The tenderers have to submit proof in this regard.

** “similar work” for this contract shall be operating the parking lots and collecting parking fees with Government Departments/Public Sector/5 or 4-star Hotel/ Hospital/Municipal Corporation/ Airport/ Sea Port/ Railways/Bus Terminals/ etc.

- ii. The firm should be registered entity with Goods Services Tax(SGST/CGST). GST details will be required to be attached with the technical bid
- iii. The bidder should have valid permanent Account Number (PAN) issued from Income tax Authorities. Copy of PAN Card of the bidder will be required to be attached with the technical bid.
- iv. The bidder shall submit a declaration that his firm is not Ineligibility/banned/blacklisted /debarred by any of the MCD/Central/state Government/ any other Government institutions in India for corrupt or fraudulent practices or for non-performances in last 3 years.
- v. The bidder entity should be in business at least for the last three financial years i.e. from FY 2019-20 onwards. For private limited and limited companies, the Copy of Certificate of Incorporation of the bidder shall be uploaded along with their bids.
- vi. The organization should have a positive tangible net worth at the end of FY 2021-22.
- vii. The financial turnover of the bidder has to be from any legal business activity. The turnover of the bidder shall be ascertained from the following documents which the bidder is required to submit along with his bid:-
 - a) Audited Financial Statement of the firm/ company for the preceding three financial years showing the annual turnover duly certified by a Chartered Accountant(from FY 2019-20 onwards)
 - b) Audited Balance sheet of the firm company for the preceding these financial years showing the annual turnover duly certified by a Chartered Accountant(from FY 2019-20 onwards)
 - c) Income Tax Returns of the firm/company/individual(from FY 2019-20 onwards)
- viii. The eligibility of a bidder to bid for the number of parking sites shall be decided asunder:
 - The average financial turnover in the preceding three financial years from 2019-20 onwards shall be considered for this purpose. This average financial turnover shall be multiplied by a factor of 5 to arrive at the Annual Financial Capability of a bidder.

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

Note- The bidders shall work out their financial capability based on above criteria and submit along with E-Tender Documents. However, the decision of DTC on the Manner and amount of calculation of the financial capability of the bidder shall be final and binding on all the parties.

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

B. Documents to be submitted with Tender through Online mode only on E-Procurement Portal :-

Part-1, Technical Bid:-

The Technical Bid Application should be super scribing "Part. I- Technical Bid"" GRANT OF LICENSE FOR SURFACE PARKING SITES AT DTC DEPOTS AT DAY/EVENING TIME (9 AM TO 9 P.M.) ON MONTHLY LICENSE FEE BASIS ". The Bidder shall be required to upload/submit the following certificates /undertakings and documents in the technical bid:-

- a) The bidder shall furnish an undertaking that they agree all the terms and conditions of Tender document including corrigendum and reply of pre bid meeting, if any.
- b) Bid Application.
- c) Power of Attorney, if any, in the name of the Authorized Signatory in Format.
- d) All Documents in accordance with the eligibility mentioned in the Technical Bid at Section III: Eligibility Criteria, Part-A .
- e) Complete office address including Phone Number, Fax Number, E-mail ID.
- f) The bidder shall furnish an undertaking that there are no dues pending with DTC. In case undertaking is found to be false, the bid shall be summarily rejected.
- g) The bidder/s shall mention his order of preference of parking sites which shall be considered for order of opening of his financial bids for parking sites.
- f) Duly signed and stamped copy of the Tender along with all the Annexures mentioned in the Tender.

Part-II, Price Bid as per Tender Annexure- IX.

C. Pre-bid Meeting

- i. Any prospective bidder may, in writing seek clarifications from the Dy.CGM (Civil), DTC, HQ, IP Estate Delhi Transport Corporation, New Delhi-110002, E-mail: dcgmcivilhq@gmail.com.
- ii. The preferred mode of delivering written questions to the aforementioned contact person would be through email. The email should be sent to dcgmcivilhq@gmail.com. In no event will the Delhi Transport Corporation be responsible for ensuring that bidders' inquiries have been received by Delhi Transport Corporation.
- iii. Delhi Transport Corporation will endeavor to provide a full, complete and timely response to all questions. However, Delhi Transport Corporation makes no representation or warranty as to the completeness or accuracy of response. Delhi Transport Corporation also does not undertake to answer all the queries that have been posed by the bidders.

iv. A pre-bid meeting will be held as per the details mentioned in the Tender document to clarify doubts of prospective bidders in respect of this Tender. The responses to the queries shall be published on the websites.

v. The period within which the bidders may seek clarifications under (i) above and the period within which the DTC shall respond to such requests for clarifications shall be as under: -

- Last date of submitting clarifications requests by the bidder: 2 (two) Days before the scheduled Pre-Bid Meeting.
- Response to clarifications by Delhi Transport Corporation: Within 7 (seven) days of completion of Pre-Bid Meeting. The response shall be published on the respective websites.

D. Contacting the DTC

i. No Bidder shall contact the DTC on any matter relating to his/her Bid, from the time of the Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the DTC, he/she can do so in writing.

ii. Any effort by a Bidder to influence the DTC in its decisions on Bid evaluation, bid comparison or contract award may result in rejection of the Bidder's Bid.

iii. In the event of any information furnished by the Bidder is found false or fabricated, the minimum punishment shall be debarring /blacklisting from DTC works and legal proceeding can also be initiated.

iv. No interpretation, revision, or other communication from DTC regarding this solicitation is valid unless in writing and signed by the competent authority from DTC.

E. Award of Contract

i. The selection of Bidder will depend on the clearing of Technical eligibility as well as Financial Bid. The final Letter of Award (LOA) will be given to the Bidder who quotes the highest bid.

ii. The DTC will award the contract to the highest evaluated Successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the technical eligibility requirement of the bidding document.

F. Letter of Award(LOA)

i. Prior to the expiration of the period of Bid validity, the DTC will notify the Successful Bidder in writing, by e- mail, that its Bid has been accepted.

ii. The LOA would be sent in duplicate to the Successful Bidder, who will return one copy to DTC duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the LOA, within 7 (seven) days from the date of issue of LOA.

iii. No correspondence will be entertained by DTC from the unsuccessful bidders and failure of the Successful Bidder to comply with the requirement of acknowledgement of LOA shall constitute sufficient grounds for the annulment of the LOA and forfeiture of EMD.

G. Performance Security

i. The bidder, whose tender is accepted, will be required to furnish Performance Guarantee equivalent to Three month's License Fee of the number of sites allotted within 7 days of the award of the Tender. The Performance Guarantee shall be deposited through an Account Payee Demand Draft, Fixed Deposit Receipt, Bank Guarantee from a Commercial Bank/ National Bank issued in favour of MD, Delhi Transport Corporation, I.P. Estate, New Delhi only and the said amount shall remain with the Corporation till the period of expiry/completion of contract plus 60 days and shall be refunded without interest & adjustment of recoverable dues, if any of the corporation and shall be refunded only after fulfilment of all contractual obligations.

ii. In case, the performance security is deposited in the form of BG, the same shall be valid beyond 60 days of the expiry of Contract Period.

iii. The said Performance Bank Guarantee shall be interest free. Performance Security may be furnished in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or Online payment in DTC Account.

iv. The Performance Bank Guarantee would however be forfeited in case of any event of default as mentioned in the General Terms & Conditions of the Successful Bidder Contract/Agreement. In addition to this, the penalty will be deducted from the performance bank guarantee which should be replenished to original amount upon any such deductions.

v. Interest Free Security Deposit / Performance Bank Guarantee will be refunded after 60 days of the expiry of contract. DTC reserves the right for deduction of DTC dues from Bidder's Interest Free Security Deposit / Performance Bank Guarantee for any penalty imposed by DTC for violation of any terms and conditions of Agreement committed by the Successful Bidder.

H. Execution of Agreement

i. A License Fee Agreement will be entered with the successful Bidder. The parking contractor/agency shall be liable to enter into an agreement with DTC to be executed on a non-judicial stamp paper of Rs. 100/- which is to be purchased and provided by the bidder within 7 working days of issue of the LOA. Any supplementary agreement shall be entered on need or circumstantial basis subject to the requirements of DTC. The bid documents (bid application, technical bid, Financial bid, reply to pre-bid query, if any addendum, corrigendum, etc. shall form part of the agreement. The Stamp Duty, if levied by Govt. on such contracts, the same shall be required to be registered at nominated registrar's office and amount of Stamp Duty is to be paid /borne by the Contractor.

ii. Unless DTC consents to extension of time for execution of Agreement. Failing to enter into Agreement on the part of the successful Bidder shall result in forfeiture of EMD and offer so issued by the DTC can be cancelled at the prerogative of DTC.

iii. The decision of the competent authority in DTC shall be final and handling on any issues arising out of the Agreement.

Section IV: General Conditions of Agreement

A. General Provisions

Law Governing Contract

These standard conditions shall be governed by and construed in accordance with the laws in the territory of India. Any dispute arising between the Parties or arising out of this Project or these terms shall be subject to the exclusive jurisdiction of the appropriate Court of Law in NCT of Delhi only.

Language

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

Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed.

A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address.

Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under these General Conditions by the Successful Bidder may be taken or executed by the officials as formally designated by each Party.

Taxes and duties

- a. All statutory taxes, statutory dues, local levies, including GST as applicable shall be payable separately on actual for onward remittance to the Government. The Bidder shall indemnify DTC from any claims that may arise from the statutory authorities in connection with this Agreement such as accidents, fire arm incident, fire, etc.
- b. The Successful Bidder should ensure enforcement of Applicable Laws and at no point of time should the DTC be drawn into litigation on these counts.

B. Commencement, Completion, Modification and Termination of Contract

Effectiveness of Contract

This Contract shall come into effect from the date of acceptance of Award by the Successful Bidder.

Expiration of Contract

Unless terminated earlier, this Contract shall expire at the end of such time period till the bidder has successfully discharged all obligations as mentioned in this tender document to the complete satisfaction of DTC.

Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

Force Majeure

i. Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

ii. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default, under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and

(b) has informed the other Party as soon as possible about the occurrence of such an event.

iii. Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

Events of Default leading to Termination

Either Party may terminate this Agreement with immediate effect by serving prior written notice to the other Party if services are not possible to be rendered as per Applicable Laws or professional obligations as mentioned below:

By the DTC

The DTC may terminate this Contract in case of the occurrence of any of the events specified in paragraphs(a) through (i) of this Clause. In such an occurrence the Client shall give a not less than thirty (30) days’ written notice of termination to the Successful Bidder.

- a) If the Bidder does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- b) If the Bidder becomes insolvent or bankrupt or fails to pay the fee or other amounts due to the Authority.
- c) If the Bidder is in persistent non-compliance of the written instructions of DTC officials.
- d) If the Bidder or any of its representatives cause an incident or accident that results in injury or death to DTC employees/visitors or loss to DTC property.
- e) If the Bidder, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- f) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty(60)days.

- g) If the DTC, in its sole discretion and for any reason whatsoever decides to terminate this Contract.
- h) If the Bidder does not remedy a failure in the performance of their obligations under the Contract, even after repeated written warnings.
- i) If any information provided by the Bidder in the Bid submission is found to be false later on.

By the Successful Bidder

The Successful Bidder may terminate this Contract, by not less than thirty (30) days' written notice to the DTC, such notice to be given after the occurrence of any of the events as under:-

- a) If the DTC fails to comply with any final decision reached as a result of arbitration.
- b) If the DTC has unlawfully repudiated the agreement or otherwise expressed its intention not to be bound by this agreement/Tender.

If any of the above Material Breach and Events of Default happens, then

- a) DTC, after giving due notice to the Successful Bidder to Cure the Default, shall be entitled to terminate the Agreement with a 30 day termination notice. For the avoidance of Doubt, it is clarified that the Cure Period available to the Bidder shall be as provided in various Clauses and sub- clauses of this contract.
- b) DTC shall issue a note to the Successful Bidder to cure the defaults, failing which the under proceedings shall be initiated as per schedule/notice period defined in the bid document.
- c) In all other cases of Successful Bidder Event of Default where specific notice period is not provided, DTC shall issue a Notice to Successful Bidder to cure the Default within 30 days. If the Successful Bidder fails to cure the Default within 30 days, DTC after giving a final 30days' notice shall be entitled to terminate the Agreement, in such case the Interest free security deposit shall be forfeited to DTC as per the provisions of this Agreement.

Surrender / Termination of the Contract

- a) DTC may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the supplier, terminate the contract in whole or part,
 - i) if the Successful Bidder fails to perform any of the obligation(s) under the contract; or
 - ii) if the Successful Bidder, in the judgment of DTC, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- b) DTC reserves the right for deduction of dues from Bidder's Interest Free Security Deposit / Performance Bank Guarantee for:-
 - i. Any penalty imposed by DTC for violation of any terms and conditions of Agreement committed by the Bidder.

- ii. Any amount which DTC becomes liable to the Government / Third party due to any default of the Bidder or any of his director/ employees/ representatives/ servant/agent, etc.
 - iii. Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.
 - iv. Any claims of DTC remained due after completion of relevant actions as per Agreement.
- c) On Operational Ground/Convenience: DTC reserve the rights to terminate the Agreement by giving 10 days advance notice on operational ground/Convenience. The Agreement will stand terminated on expiry of 10 days' notice. The Interest free Security deposit will be refunded after adjusting outstanding dues payable to DTC, if any. The Successful Bidder voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.
- d) The termination of the Agreement shall not release either Party from its obligation to pay any sums then owing to the other Party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.

C. Settlement of Disputes

a) *Amicable Settlement*

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

b) *Arbitration*

- i. Any disputes and or difference relating to this Agreement or claims arising out of or relating to this Agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this Agreement will be resolved through joint discussion of the authorized representatives of both the Parties (DTC and Successful Bidder). If the dispute is not resolved by joint discussion, then the matter will be referred for adjudication to a sole Arbitrator appointed by the M.D, DTC on receipt of written notice / demand of appointment of Arbitrator from either Party.
- ii. The decision of sole Arbitrator / panel of Arbitrators shall be binding on all the Parties. The Parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.
- iii. Rules governing Arbitration Proceedings: The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made. During the pendency of arbitration proceedings, the Successful Bidder shall continue to perform and make due payments to DTC as per the Agreement.
- iv. With respect to any dispute arising out of or related to this Contract, the Parties consent to the exclusive jurisdiction of the appropriate Court of Law in NCT of Delhi only.
- v. The cost of arbitration shall be borne by the respective Parties. The cost shall, inter alia,

include the fees of the Arbitrator(s) as per rates fixed by the Employer from time to time.

D. Indemnification

- i. Agencies/Successful Bidder would indemnify DTC against any injury, loss of life, etc., caused either directly or indirectly due to the operations of the Bidder.
- ii. These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable but not limited to:
 - a. sickness, or disease, or death of, or injury to any person;
 - b. loss of, accident, or damage to, or destruction of any property including consequential loss of use; and
 - c. Natural calamity, or any man-made disaster
- iii. The Successful Bidder hereby indemnifies DTC against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Successful Bidder or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.
- iv. The Successful Bidder will be required to Submit INDEMNITY BOND as per Annexure- XI of the Tender document.

E. Fraud and Corrupt Practices

- i. The Successful Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Bid, the DTC shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the DTC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Processing Fee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the DTC for, *inter-alia*, time, cost and effort of the DTC, in regard to the BID, including consideration and evaluation of such Bidder’s Proposal.
- ii. For the purposes of above Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the DTC who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the DTC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding

Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA, who at any time has been or is a legal, financial or technical adviser of the DTC in relation to any matter concerning the Project;

- b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the DTC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of/Interest; and
- e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

F. Obligations of the Successful Bidder

- i. The Successful Bidder shall carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Successful Bidder shall at all times support and safeguard the DTC legitimate interests in any dealings with third parties.
- ii. The Successful Bidder shall initiate, and actively pursue and involve itself in all investigations and enquiries as may be necessary.

ANNEXURE-I

List of Parking sites along Tentative Area on offer for Parking with Reserved Monthly License Fees(RMLF)

S. No	Name of Depot	Tentative Area(in sqm)	Reserved Monthly License Fees(RMLF) (In Rs.)
1	BBM	1680	410700
2	Wazirpur	2160	549750
3	Subash Place	3000	777600
4	Rohini -I	2160	549750
5	Rohini -II	2160	549750
6	Rohini-III	3144	798000
7	Rohini-IV	2880	726600
8	Rohini Sec-37	2400	620400
9	GT Karnal Road	2712	705450
10	Nangloi	2544	639300
11	Narela	2400	620400
12	Kanjawala-I	2760	706950
13	Bawana	3720	953700
14	Vasant Vihar	2784	709200
15	Kalkaji	2616	655200
16	Sriniwaspuri	2400	620400
17	Sukhdev Vihar	2544	639300
18	Ambedkar Nagar	2400	620400
19	Tehkand	2640	655950
20	Sarojini Nagar	2400	620400
21	Central Workshop Okhla	6000	1521600
22	Nerhu Place	1320	333300
23	Hasanpur	3480	883800
24	NandNagri	3048	781350
25	Noida	2928	728100
26	East Vinod Nagar	2688	703950
27	Gazipur	2688	703950
28	Harinagar I	2400	620400
29	Harinagar -II	2640	655950
30	Keshopur	3096	794250
31	Mayapuri	2400	620400
32	Naraina	2400	620400
33	Shadipur	3024	778350
34	Dwarka Depot-8	3120	795000
35	Dwarka Depot-2	3240	814650
36	Dichaon Kalan	1920	479100
37	Mundela Kalan	2400	620400
38	Peeragarhi	2160	549750
39	Ghumman Hera-I	2760	706950

ANNEXURE-II

LETTER COMPRISING THE BID
(On Official Letter Head of the Bidder)

No.

Dated: _____

To,
Managing Director,
Delhi Transport Corporation,
D.T.C Headquarters,
IP ESTATE, NEW DELHI- 110002.

SUB:-BIDFORGRANT OF LICENSE FOR SURFACE PARKING SITES AT DTC DEPOTS
AT DAY/EVENING TIME (9 AM TO 9 P.M.) ON MONTHLYLICENSE FEE BASIS.

Dear Sir,

With reference to your Tender Document No. _____, I/we having examined the complete bidding documents and understood their contents, hereby submit my/our bid for on Licensing of space for GRANT OF LICENSE FOR SURFACE PARKING SITES AT DTC DEPOTS AT DAY/EVENING TIME (9 AM TO 9 P.M.) ON MONTHLYLICENSE FEE BASIS. The bid is unconditional.

1. I/We acknowledge that DTC shall be relying on the information provided in the Bid and the documents accompanying the bid for selection of the Licensee for the aforesaid subject, and we certify that all information provided therein is true and correct, nothing has been omitted which renders such information misleading: and all documents accompanying the bid are true copies of the irrespective originals.
2. This statement is made for the express purpose of our selection as License for the aforesaid subject. I/We shall make available to DTC additional information it may find necessary or require to supplement or authenticate the bid.
3. I/We acknowledge the right of DTC to reject our Bid without assigning any reason or otherwise.
4. I/We declare that:
 - a) I/We have examined and have no reservation to the Bidding documents including draft Licensing Agreement, Addendum/Corrigendum, if any, issued by DTC and
 - b) I/We do not have any conflict of interest in accordance with provisions of the Tender document; and
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the Tender document, in respect of any tender or request for proposal issued by or any agreement entered into with DTC and

- d) I/We do hereby declare that our firm has not been blacklisted /debarred by any Govt. Department/ Public Sector undertaking.
5. I/We understand that you may cancel the Bidding process at any time and that you are neither bound to accept any bid that you may receive nor to invite to bidders to bid for the above subject, without incurring any liability to the bidders, in accordance with provision of the Tender document.
6. I/We acknowledge and undertake that I/We fulfill the Eligibility Criteria, I/We have enclosed necessary documents in support of the eligibility criteria in the matter prescribed in Tender document. Further, I have enclosed the requisite EMD by way of Online Payment or Demand Draft as per details given:-

S.No. of the parking site as per Annexure-I of the Tender document in order of preference as mentioned by bidder Annexure- IV	Name of the Parking site as per Annexure-I	Details of EMD submitted.

7. I/We hereby irrevocably waive any right or remedy which we may have to any stage at law or howsoever otherwise arising to challenge or question any decision taken to DTC in connection with the selection of the Bidder, or in connection with Bidding Process itself, in respect of the above mentioned subject License and the terms and implementation thereof.
8. In the event of my/our being declared as the selected Bidder, I/We agree to enter into a License Agreement in accordance with the draft provided by DTC. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
9. I/We have surveyed the proposed locations of DTC and we shall have to no claim, right or title arising out of any documents or information location provided to us by DTC or in respect of any matter arising out or relating to the Bidding Process including the award of License.
10. I/We offer Bid Security to DTC in accordance with the Tender document. If, I/We fail to furnish the prescribed performance security within prescribed period, I/We agreed that DTC shall without prejudice to any other right or remedy, be at liberty to forfeit the said EMD absolutely. The documents accompanying the Bid, as specified in Tender, have been submitted in separate envelope.
11. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature, if the license as mentioned in above subject is not awarded to me/us or our Bid is not opened or rejected.

12. I/W undertake that only one rate per site has been quoted in the Price Bid Format only and not anywhere in the Bid submitted.
13. The Financial offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the Tender, Addenda/ corrigenda and our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementations of the project.
14. I/We hereby unconditionally accept the tender conditions of abovementioned tender documents/corrigendum in its totality/entirety.
15. I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License period in accordance with the Agreement.
16. I/We shall keep this offer valid for **180** days from the bid due date specified in the Tender.

In witness thereof, I/We submit this Bid under and in accordance with the terms of the Tender document.

Yours faithfully

(Signature, Name and Designation of the Authorized Signatory
Name and seal of Bidder)

Date:

Place: _____

Annexure III
Bidders Details

1. Details

- (a) Name of the Organization
- (b) Type of Organization
- (c) Address of the registered office
- (d) Date of registration/incorporation

2. Brief description of the Applicant including details of its main lines of activities/ business, promoters/ directors of company etc.

3. Details of individual/s who will serve as the point of contact / communication with the DTC:

- (a) Name :
- (b) Designation :
- (c) Organization :
- (d) Address :
- (e) Telephone Number :
- (f) E-Mail Address :
- (g) Mobile Number :

4. Details of Authorized Signatory of the Applicant:

- (a) Name :
- (b) Designation :
- (c) Organization :
- (d) Address :
- (e) Telephone Number :
- (f) E-Mail Address :
- (g) Mobile Number :

Notes: Documentary proof of registration/ incorporation, Memorandum and Articles of Association (as applicable), GST certificate, PAN certificate, audited balance sheet / CA certificate need to be furnished by the Applicant.

5.) DETAILS OF STAKEHOLDER'S IN BUSINESS

S.No.	Name/ Father's Name	Designation	Age	Address	Landline/ Mobile No.

Signature, Name and Designation of the Authorized Signatory
(Name and seal of Bidder)

Date

Place:

ANNEXURE-IV BID
ACCEPTANCE LETTER

(To be given on Company Letter Head)

To

Managing Director,
Delhi Transport Corporation,
D.T.C Headquarters,
IP ESTATE, NEW DELHI- 110002

Sub: Acceptance to Terms & Conditions of Tender.

Tender Reference No-_____Name of Tender/RFP:_____

Dear Sir,

- 1) I/We by confirm that we have downloaded complete set of tender documents/addendum/clarifications along with the set of enclosures hosted on e- tendering portal <https://govtprocurement.delhi.gov.in>
- 2) I/We here by certify that I/We have read the entire terms and conditions of the tender documents from page no. to (including all documents lie annexure)schedule etc., which form part of the contract agreement and I/We shall abide hereby by the terms/conditions/clauses contained therein.
- 3) The corrigendum or addendum issued from time to time by your department/organization to have also been taken in to consideration, while submitting this acceptance letter.
- 4) I/We hereby unconditionally accept the tender conditions of above mentioned tender document corrigendum in its totality/entirety.
- 5) I/We do hereby declare that our firm has not been blacklisted/ debarred by any govt. Department/Public sector undertaking. As on date of tender submission DTC/Delhi Govt. has not banned business with us or ii)Any central/state Govt. department/PSU/other Govt. entity or local body have not banned business with us which is applicable to all ministries (approved by the committee of economic secretaries, Ministry of commerce).
- 6) I/We certify that all information furnished by the our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organizations shall without giving any notice or reason therefore o summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully

Authorized signatory Name:

Date:

Name of the Bidder with seal

Dated:-----

Annexure- V: The order of preference for respective parking sites/s applied for.

S. No.	S.No. of Parking site as per Annexure- I	Name of Respective parking site applied for as per Annexure- I
1		
2		
3		
4		
5		

Authorized signatory Name:

Date:

Name of the Bidder with seal

Annexure- VI

POWER OF ATTORNEY

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory’s authority.

Know all men by these presents, We(name and address of the registered office of the Bidding Company) do hereby constitute, appoint and authorize Mr./Ms (name and residential address) who is presently employed with us and holding the position of, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Bid for ‘FORGRANT OF LICENSE FOR SURFACE PARKING SITES AT DTC DEPOTS AT DAY/EVENING TIME (9 AM TO 9 P.M.) ON MONTHLYLICENSE FEE BASIS’ in response to the Tender Document dated issued by DTC including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which DTC may require us to submit. The aforesaid Attorney is further authorized for making representations to the DTC or any other authority, and providing information / responses to the DTC, representing us in all matters before the DTC, and generally dealing with the DTC in all matters in connection with our Bid till the completion of the bidding process as per the terms of the Tender Document and further till the License Agreement is entered into with the DTC and thereafter till the expiry of the License Agreement.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the
Tender Document.

Signed by the within named
[Insert the name of the executant company] through the hand of
Mr.
duly authorized by the Board to issue such Power of Attorney

Dated this day of
Accepted.....
Signature of Attorney
(Name, designation and address of the Attorney)

Attested
.....(Signature of the executant)
(Name, designation and address of the executant)
.....
Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director’s
Resolution dated..... WITNESS

1. (Signature)
Name.....
Designation.....
2. (Signature)

Name.....
Designation.....

ANNEXURE-VII
FINANCIAL CAPACITY

Bidder should submit their financial details as per the following:

This is to certify that the Annual Turnover of M/s for last three years is as below:

S. No.	Name of the Bidder	Year		
		Year-2019-20	Year-2020-21	Year – 2021-22
1.				
2.				
3.				
	Total (INR)			
	Annual Turnover (INR)			
	Profit/Loss(INR)			
	Average Annual Turnover (INR)			
	Tangible Net worth (INR)			

Note: If the bidder’s accounts are not being audited, a practicing Chartered Accountant’s certificate having UDIN, FRN and membership numbers maybe enclosed certifying yearly turnover for Financial Years (2019-2020 onwards) and net worth as at 31.03.2022.

*Certificate of the Statutory Auditors/ Chartered Accountants / Similar Finance Professionals
in Parent Country*

Based on Audited Accounts and other relevant documents of _____(Name of Bidder), we M/s _____, Statutory Auditors/ Chartered Accountants, certify that the above information pertaining to FY 2019-20onwards is correct.

Signature and Seal of
Statutory Auditors/ Chartered Accountants (with membership no.)

Authorized Signatory
(Name and Designation of Authorized Signatory)

- For the purpose of qualification:
- i. The financial year would be the same as the one normally followed by the Bidder for its Annual Report.
 - ii. **Tangible Net-worth** shall mean [Subscribed and Paid Up Equity Share Capital+ Reserves & Surplus– {Revaluation Reserves, Goodwill, Miscellaneous Expenses (to the extent not written off) and other Intangible Assets}].
 - iii. The Bidder shall provide the audited annual financial statements as required.
 - iv. A certificate from the Statutory Auditor should be provided as supporting document certifying the Financial Capability submitted by the Bidder.

Annexure-VIII

**PROFORMA FOR CLARIFICATIONS / AMENDMENTS ON THE TENDER
FOR PRE-BID CONFERENCE**

S. No.	Document	Clause No. and Existing Provision/Page No.	Clarification required	Suggested Text for the Amendment

Authorized signatory Name:

Date:

Name of the Bidder with seal

ANNEXURE-IX
PRICE BID OFFER FORMAT

Date:

To,
Managing Director,
Delhi Transport Corporation,
D.T.C Headquarters,
IP ESTATE, NEW DELHI- 110002

{THIS FORM IS NOT TO BE SUBMITTED WITH TECHNICAL BID. THE BIDDERS ARE REQUIRED TO FILL THE FINANCIAL PROPOSAL IN PRESCRIBED FORMAT AFTER DOWNLOADING THE FORM FROM THE E- PROCUREMENT WEBSITE FOR THIS TENDER DOCUMENT AND UPLOAD THE THEM SAME AFTER FILLING IN PRICE BID SECTION OF THE TENDER ON E-PROCUREMENT WEBSITE ONLY}

Sub: E- TENDER FOR GRANT OF LICENSE FOR SURFACE PARKING SITES AT DTC DEPOTS AT DAY/EVENING TIME (9 AM TO 9 P.M.) ON MONTHLYLICENSE FEE BASIS

Dear Sir,

I/we have read and examined the Tender document, general terms and conditions for the Tender.

I/we hereby quote the following amount for GRANT OF LICENSE FOR SURFACE PARKING SITE/S AT DTC DEPOTS AT DAY/EVENING TIME (9 A.M. TO 9 P.M.) ON MONTHLYLICENSE FEE BASIS,
payable to DTC on Monthly basis:-

S. No.	Location of DTC Depot parking site	Reserved Monthly License Fee	Monthly License Fee (entered by the Bidder) (in Rs.)	Monthly License Fee (entered by the Bidder) (in words)
1	BBM	410700		
2	Wazirpur	549750		
3	Subash Place	777600		
4	Rohini -I	549750		
5	Rohini -II	549750		
6	Rohini-III	798000		
7	Rohini-IV	726600		
8	Rohini Sec-37	620400		
9	GT Karnal Road	705450		
10	Nangloi	639300		
11	Narela	620400		
12	Kanjawala-I	706950		
13	Bawana	953700		
14	Vasant Vihar	709200		
15	Kalkaji	655200		
16	Sriniwasपुरi	620400		
17	SukhdevVihar	639300		
18	Ambedkar Nagar	620400		
19	Tehkand	655950		
20	Sarojini Nagar	620400		
21	Central Workshop Okhla	1521600		
22	Nerhu Place	333300		
23	Hasanpur	883800		
24	NandNagri	781350		
25	Noida	728100		
26	East Vinod Nagar	703950		
27	Gazipur	703950		

28	Harinagar I	620400		
29	Harinagar -II	655950		
30	Keshopur	794250		
31	Mayapuri	620400		
32	Naraina	620400		
33	Shadipur	778350		
34	Dwarka Depot-8	795000		
35	Dwarka Depot-2	814650		
36	Dichaon Kalan	479100		
37	Mundela Kalan	620400		
38	Peeragarhi	549750		
39	Ghumman Hera-I	706950		

Authorized signatory Name:

Date:

Name of the Bidder with seal

ANNEXURE-X

**PARKING RATES* IN RESPECT OF PARKING SITES MENTIONED AT ANNEXURE-I
(INCLUSIVE OF SERVICE TAX, GST AS APPLICABLE)**

SL. NO.	TYPE OF VEHICLE	RATES	DURATION
1	Cars	Rs. 20/-	Per hour
		Rs. 50/-	For 10 hour
		Rs. 1200/-	Day pass (per month)
2	Two wheelers	Rs. 10/-	Per hour
		Rs. 25/-	For 10 hours
		Rs. 600/-	Day pass (per month)
3	Buses/Truck/Other equivalent Vehicles	Rs. 80/-	0-2 hours
		Rs. 120/-	02-05 hours
		Rs. 300/-	05-10 hours
		Rs. 4,950/-	Monthly pass
4	Tempo/Auto/Other equivalent Vehicles	Rs. 60/-	0-2 hours
		Rs. 90/-	02-05 hours
		Rs. 200/-	05-10 hours
		Rs. 3,000/-	Monthly pass

* Parking rates are subjected to change.

ANNEXURE- XI

(To be executed on a non-judicial stamp paper of Rs. 100/- and duly notarized)

INDEMNITY BOND(By Successful Bidder)

This Indemnity Bond is executed on this _____ day of _____ by Shri _____ s/o Shri _____ resident of _____ in favour of Managing Director, Delhi Transport Corporation, I.P. Estate, New Delhi – 110002.

2. The executants is the Proprietor/Partner/Director/authorized signatory of M/s _____ situated at _____ and had submitted a bid for allotment of authorized parking site under the jurisdiction of DTC.

3. DTC vide its offer letter No. _____ dated _____ has given me an offer to operate the said parking site on a monthly incense fee of Rs. _____.

4. The executants undertakes to indemnify the Delhi Transport Corporation from any injury, loss or damage caused to or suffered by any person or property, arising out of or relating to operation of parking site and the consequential claim or claims shall be borne by the executants who hereby indemnifies and safeguards the DTC in respect of any of such claim or claims.

EXECUTANT

Annexure-XII

**TECHNICAL -BID DETAILS
(to be submitted on company’s letter head)**

The following list is intended to help the tenderers in submitting offer which are complete. An incomplete offer is liable to be rejected. Tenderers are advised to go through the list carefully and take necessary action.

S. No.	Particulars	Attached Yes / No / Not Applicable
1	EMD	
2	Self-attested copy of Letter of incorporation, Memorandum and Article of Association showing objectives of the Company/firm/Partnership	
3	Self-attested copy of PAN card of the company/firm; the GST registration and ITR	
4	A copy of the Audited balance sheets and Profit and Loss Statements from FY 2019-20 onwards	
5	List of Pending Litigations, Non-Performing License Agreements and Surrendered License Agreements during last 5 (five) years, if applicable	
6	All Documents in accordance with the eligibility mentioned in the Technical Bid at Section III: Eligibility Criteria, Part-A	
7	Annexure-II	
8	Annexure-III	
9	Annexure-IV	
10	Annexure-V	
11	Annexure-VI	
12	Annexure-VII	
13	Annexure-VIII	
14	Any other document asked by DTC. or Any other document which the bidder considers relevant.	

Authorized signatory Name:

Date:

Name of the Bidder with seal

