



MUNICIPAL CORPORATION OF DELHI
OFFICE OF THE ADDITIONAL DEPUTY COMMISSIONER (RP CELL)
Dr. Shyama Prasad Mukherjee Civic Centre (25th Floor),
Jawaharlal Nehru Marg, New Delhi-110002, Ph. No. 011-2322-7514

No.:- AC/RPC/MCD/2022/D- 907

Dated:- 27/09/2022

**E-TENDER FOR ALLOTMENT OF AUTHORIZED SURFACE PARKING SITES
ON MONTHLY LICENSE FEE BASIS**

E-TENDER NOTICE

E-Bids are invited on behalf of Commissioner, MCD from eligible bidders for allotment of authorized surface parking sites under the jurisdiction of MCD on monthly license fee basis in two bid system (Technical and Financial) **for a period of three years and further extendable to another period of two years subject to satisfactory performance of the firm and as decided by the Competent Authority.** The bidder can bid 1 or more site for allotment of authorized surface parking sites as per his financial capabilities as mentioned in clause-3 (f) of E-Tender document. The allotment of authorized surface parking site(s) shall be awarded to the successful H-1 bidder for respective allotment authorized surface parking sites as mentioned in Annexure "1" of the E-Tender document.

The tender document can be downloaded from MCD websites www.etenders.gov.in and www.mcdonline.nic.in "Corrigendum, if any, would appear only on the MCD websites and not to be published in any News Paper".

The issuance of tender document does not mean that the agency has been technically qualified. Hence agencies/bidders are advised to submit all the relevant documents/ credential required in tender for technical qualification along with their bid.

The eligible bidder may submit their bids containing the E-Tender documents along with requisite Earnest Money and requisite e-Tender processing fee and other documents as mentioned in the E-Tender document and shall only be uploaded on the website www.etenders.gov.in till **18.10.2022 till 15.00 hrs** and Technical bid shall be opened on the website www.etenders.gov.in on **19.10.2022 from 15.00 hrs** onwards in the office of Assistant Commissioner (RP CELL), 25th floor, DR. SPM CIVIC CENTER, JLN MARG, New Delhi- 110002.

The Tender has been invited in e-tender mode. For download of e-tender document, uploading of tender document along with Financial Bid, opening of Technical Bid, notification of any corrigendum and addendum etc. the website www.etenders.gov.in and www.mcdonline.nic.in is to be used.

The intending bidder must get themselves registered with the service provider www.etenders.gov.in for participating in e-tender. For E-TENDER Related Helpdesk, bidders may contact undersigned for any assistance;

Helpdesk- 0120-4001 002
0120-4001 005
0120-6277 787

The intending Bidder is requested to upload the Bid well in time to avoid any technical difficulty for accessing MCD e-tender website/server etc. For any clarification about the website our service provider www.etenders.gov.in needs to be contacted on the number above mentioned

The date of opening of price bid shall be intimated to the qualified agencies separately.

All the concessioners/ Prospective bidders must go through the announcement section of website www.etenders.gov.in, especially bidder manual of online e-procurement where it is advised that "Bidders are advised that payment (Tender Fee, EMD, etc) should be made at least 2 days in advance, before the tender closing date/time to avoid last-minute hassles."

"Neither the Corporation nor any of its officers or employees, nor any of their adviser's or consultants shall be responsible for any failure of payment/bid submission in any manner whatsoever."

Any corrigendum/addendum/errata in respect of the above tender shall be made available only at our official website www.mcdonline.nic.in and www.etenders.gov.in. No further press advertisement will be given. Hence, all bidders are advised to check MCD website www.mcdonline.nic.in and www.etenders.gov.in

Assistant Commissioner (RP CELL)

Note: - Eligible bids will be opened on the specified date and time wherein the participating bidders may present during the bid opening meeting. Notice of any changes shall be published on official website of Municipal Corporation of Delhi website www.mcdonline.nic.in and www.etenders.gov.in. Further, Price Bid Opening Date, Time & Venue will be intimated to the qualified Bidders at the same or a later date.

The Municipal Corporation of Delhi reserves the right to accept, reject or cancel any tender offer without assigning any reason thereof.

SCHEDULE/ DATA SHEET FOR E-TENDER FOR ALLOTMENT OF 70 AUTHORISED PARKING SITES (INCLUDING 14 CLUSTERS) FALLING UNDER THE JURISDICTION OF MUNICIPAL CORPORATION OF DELHI ON PAYMENT OF ADVANCE MONTHLY LICENSE FEE BASIS.

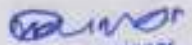
1.	Project Name	E-TENDER FOR ALLOTMENT OF 70 AUTHORISED PARKING SITES (INCLUDING 14 CLUSTERS) FALLING UNDER THE JURISDICTION OF MUNICIPAL CORPORATION OF DELHI ON PAYMENT OF ADVANCE MONTHLY LICENSE FEE BASIS.
2.	Nodal Agency	Municipal Corporation of Delhi (MCD)
3.	Cost of offer document by MCD.	Rs. 1,000/- per parking site
4.	Pre-bid Conference	06.10.2022 on 15.00 hrs
5.	Venue Pre-bid Conference	MCD conference room, 6 th floor, Dr SPM Civic Centre, JLN Marg, New Delhi- 110002
5.	Nodal Officer for submission of Queries	Assistant Commissioner (RP Cell), 25 th floor, Dr SPM Civic Centre, JLN Marg, New Delhi- 110002
6.	Corrigendum, if any will be placed on website	www.etenders.gov.in and www.mcdonline.nic.in
7.	Bid download start date	28.09.2022 from 09.00 hrs onwards.
8.	Bid Submission start date	28.09.2022 from 09.00 hrs onwards.
9.	Last Date and Time for submission of Bids	18.10.2022 upto 15.00 hrs.
8.	Address for submission of Bids	On website www.etenders.gov.in
10.	Date and Time for opening of Technical Bids	19.10.2022 from 15.00 hrs onwards.
11.	Address for opening of Technical Bids	R.P.Cell Department, 25 th floor, Dr SPM Civic Centre, JLN Marg, New Delhi- 110002
12.	Address for opening of Financial Bids	R.P.Cell Department, 25 th floor, Dr SPM Civic Centre, JLN Marg, New Delhi- 110002. Date of opening of Financial Bids will be notified later on website www.etenders.gov.in
13.	EMD Amount	As per details/manner given in Annexure 9 for each parking site.

Assistant Commissioner (RP CELL)

Disclaimer

This E-Tender Document is issued by Municipal Corporation of Delhi (MCD). Each Party must conduct its own analysis of the information contained in this E-Tender documents to correct any inaccuracies therein and is advised to carry out its own due diligence into the proposed Project. Each Party must conduct its own analysis of the regulatory regime which applies thereto, and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial and proposed Project. Neither the Corporations nor any of its officers or employees, nor any of their adviser's or consultants shall be responsible for any direct or indirect loss or damage arising out of or for use of any content of the E-Tender document in any manner whatsoever.

This E-Tender document includes certain statements, estimates and projections with respect to proposed Project. Such statements, estimates and projections reflect various assumptions made by the management, officers, employees which (the assumptions and the base information on which they are made) may or may not prove to be 100% accurate. No representation or warranty is given to the reasonableness of the projections or the assumptions on which they may be based and nothing in this E-Tender document is, or should be relied on as, a promise, representation or warranty. MCD shall be the sole and final authority with respect to qualifying a bidder through this E-Tender document. The decision of MCD in selecting the vendor who qualifies through this E-Tender document shall be final and MCD reserves the right to reject any or all the bids without assigning any reason thereof. MCD further reserves the right to negotiate with the selected vendor to enhance the value through this project and to create a more amicable environment for the smooth execution of the project. MCD may terminate the E-Tender process at any time without assigning any reason and upon such termination MCD shall not be responsible for any direct or indirect loss or damage arising out of such a termination.


Assistant Commissioner
Remunerative Project Cell, MCD

SECTION-1:

ELIGIBILITY CRITERIA AND ESSENTIAL PRE-REQUISITES

1. Criteria for participation:

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

2. Site Details:

Details of 70 clusters (including 14 clusters) put to tender and their Reserve Monthly License Fee (RMLF) payable per month is specified in '**Annexure 1**'. Scanned copies of layout plans of various parking sites along with approximate areas are annexed as '**Annexure 14**'.

3. Eligibility Criteria

- a) The bidder entity should be in business at least for the last three financial years.
- b) The firm should be registered entity with Goods & Services Tax (GST). GST details will be required to be attached with the technical bid.
- c) 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.
- d) The bidder shall not be under declaration of 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-performance in last 3 years.
- e) The bidder entity should be in business at least for the last three financial years i.e. from FY 2018-19 onwards. For private limited and limited companies, Copy of Certificate of Incorporation of the bidder shall be uploaded along with their bids.
- f) The firm or the business entity should not have made any losses in the last three financial years i.e 2018-19 onwards. Their net worth should be positive. These shall be calculated and ascertained from the documents mentioned below.
- g) The financial turnover of the bidder has to be from any legal business activity. The turnover of the bidder shall be ascertained from the following documents which the bidder is required to submit along with his bid:
 - i. Audited Financial Statement of the firm/ company for the preceding three financial years showing the annual turnover duly certified by a Chartered Accountant; (FY 2018-19 onwards).
 - ii. Audited Balance sheet of the firm/ company for the preceding three financial years showing the annual turnover duly certified by a Chartered Accountant; (FY 2018 onwards)
 - iii. Income Tax Returns of the firm/company/individual for the preceding three financial years;
- h) The eligibility of a bidder to bid for the number of parking sites shall be decided as under:
 - The average financial turnover in the last three financial years (rounded off to nearest thousand rupees) shall be considered for this purpose (i.e. FY, 2018-19, 2019-20, 2020-21). **This average financial turnover shall be multiplied by a factor of 5 to arrive at the Annual "Financial Capability" of a bidder.**
 - Turnover & Net worth should be submitted by the contractor, duly verified by the Chartered Accountant.

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

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

4. Documents to be submitted with E-Tender form:

Part-I, Technical Bid:

The Technical Bid Application should be super scribing **"Part I- Technical Bid"** - "E-Tender for allotment of authorized Surface parking sites under the jurisdiction of MCD". 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 E-Tender document including corrigendum and reply of pre-bid meeting, if any.
- b) Bid Application in Format given at 'Annexure 2'.
- c) Power of Attorney, if any, in the name of the Authorized Signatory in Format given at Annexure 6'.
- d) The E-Tender documents may be download through MCD's website www.mcdonline.nic.in and www.etenders.gov.in and payment of requisite E-Tender Fee of Rs. 1,000/- (Rupees One Thousand Only) per site & the requisite Earnest Money amount of respective parking sites as specified in **"Annexure-1"**, applied for participation in the E-Tender, shall be deposited through NEFT/RTGS/Bank Guarantee/e-payment as per link provided on the website. The self attested (duly stamped) scanned copy of UTR Number along with challan of the transaction/e-payment statement/scanned copy of Bank guarantee shall be submitted with the bid document. MSME firms is not allowed the exemption for payment of requisite E-Tender Fee & EMD.
- e) Document in accordance with the eligibility mentioned in para 3 shall be the part of technical bid.
- f) Complete Office address including Phone Number, Fax Number & E-mail ID.
- g) During opening of the Technical Bids, the Bids found to be not accompanied with E-Tender "Fees and requisite EMD cost" as specified at para (d) above, shall be summarily rejected.
- h) The bidder shall furnish an undertaking that there is no dues pending with the RP Cell of MCD. In case undertaking is found to be false, the bid shall be summarily rejected. However, it is clarified that the contractors having dues upto 4 months in respect of parking sites of only erstwhile East DMC and North DMC and no dues in respect of parking sites of erstwhile South DMC may participate in the bidding. The bids of those contractor who do not fulfil the above criteria will not be considered and rejected summarily.
- i) The bidder/s shall mention his order of preference of parking sites in Annexure '13' which shall be considered for order of opening of his financial bid/ s for parking sites till his financial capacity exhausts.
- j) Basic information about Bidder and parking site (s) for which the Bid has been submitted in the format given in Schedule-A, B, C & D.
- k) Undertaking on the letter head as per 'Annexure 4'.
- l) Any parking contractor who has been/is associated in any manner with a Firm/Company/Organization, who has not cleared past dues, if any, of MCD or has been black-listed by any Govt. Organizations or by either erstwhile MCD or SDMC/NDMC/EDMC, shall not be eligible to participate in the E-Tender and such participation will be rejected, summarily.
- m) Any Bid not accompanied with any of the above-mentioned documents/information/ certificates/undertakings/earnest money/E-Tender cost, is liable, to be rejected.

- n) In case of any clarifications/supporting documents is sought, the same shall be submit within three days from the date of issue of letter of the Deptt.

5. Pre-Bid Meeting

- a. MCD shall hold a pre-bid meeting with the prospective bidders on date & time and at Address of the Venue mentioned on the E-Tender document or any video conferencing mode.
- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach at the address specified in E-Tender document by post or e-mail on or before Date & time specified in the E-Tender document.

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

- a. MCD will endeavour to provide timely response to all queries. However, MCD takes no responsibility or guarantee as to the completeness or accuracy of any response made in good faith, nor does MCD undertake to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, MCD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the E-Tender document by way of corrigendum.
- c. The Corrigendum (if any) & clarifications to the queries from all bidders will be uploaded on the website mentioned on E-Tender document only.
- d. Any such corrigendum shall be deemed to be incorporated into this E-Tender document.
- e. In order to afford prospective Bidders reasonable time in which to take the corrigendum into account in preparing their bids, MCD may, at its discretion, extend the last date for the receipt of bids.

7. Bid Submission Instructions:

A. Submission Procedure:

The Bidders may follow the instructions as per the website www.etenders.gov.in

In case the due date is declared a holiday then due date will be next working day on the same time. The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the E-Tender documents in his own interest. Failure to furnish all the necessary information as required or submission of a bid not substantially responsive to all the requirements of the E-Tender shall be at Bidder's own risk and may be liable for rejection.

B. Rejection of Bids:

- a) MCD reserves the right to reject any/all bids without assigning any reason thereof and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.
- b) The MCD may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder on any of the following grounds:
 - i. If he has made misleading or false representations in the bid submitted by him.
 - ii. If he has any pending dues with MCD.
 - iii. Any bidder who has been blacklisted by MCD or erstwhile SDMC/NDMC/EDMC due to any reason.
 - iv. Any bidder who is found to have any interest in the disqualified/blacklisted agency /person /company for which the decision of the MCD shall be final and binding on all the parties.

- v. Tries to influence the E-Tender process through direct contact with any official involved in the E-Tender process or through manipulative news reports against any competing bidder / complaints against competing bidders from known or unknown sources.
- vi. Absence or omission of any document as required as per the E-Tender Documents, the concerned bidder shall be declared as not eligible and in that eventuality they will not be allowed to participate in the E-Tender process.
- vii. Fails to provide clarifications related thereto, when sought by MCD within reasonable time.
- viii. Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any bidder or any other persons not officially concerned with such process until the selection process is over.
- ix. Any superfluous document(s) not related to the mandatory criteria in company profile shall not be taken into account and no weight-age shall be given and shall result in summary rejection of bids. All participating bidders are clearly instructed to attach documents which are relevant to the scope of work / mandatory criteria as specified in the E-Tender document and not any other document.
- x. Any bidder found indulging in malicious campaign or disinformation campaign or personal character assassination/vilification against any official of the MCD or any other bidders either directly or through third parties, at any time after publication of the NIT, shall be liable for rejection of bids and other legal actions as per law. Such bidders may also be blacklisted by the Municipal Corporation.

8. Opening of Technical Bid through E-Tender :

Technical Bid shall be opened at the date and time specified in the **E-Tender document/website www.etenders.gov.in** In case opening date is declared HOLIDAY, E-Tender shall be received and opened on next working day at the same time specified in the **E-Tender document**.

9. Bid Evaluation:

A. Technical Bid Evaluation

Responsiveness of bids submitted by all the Bidders shall at first be examined with respect to Bid application, earnest money and E-Tender fee, immediately after opening of the bids. Technical bids of all the responsive bidders shall be evaluated as per criteria given in Para 3 (Eligibility criteria) & Clause-4 above. All the technically qualified bidders shall be intimated by the RP Cell department/MCD for opening of financial bid.

B. Qualification for E-Tendering :

- i. While participation in the E-Tender, a particular bidder shall be allowed to participate the Parking site (s) with aggregate of quoted MLF equal to or less than his "Financial Capacity", meaning thereby that once the sum total of his quoted MLF for the Parking site(s) exceeds his "Financial Capability", he will not be eligible/allowed to participate in E-Tender of remaining Parking Site(s).
- ii. The selection will be on the basis of the highest monthly License fee (H-1) quoted by the bidder for the Parking Site (s) for designated sites as mentioned in the **Annexure '1'** under the jurisdiction of MCD.

10. Acceptance of E-Tender/Bid:

- i. The validity of the offer given by the bidder shall be for 180 days from the date of submission of bid and the same cannot be withdrawn by the bidder before the expiry of validity period, otherwise EMD shall be forfeited and the bidder shall be blacklisted for future E-Tender s for two consecutive years.
- ii. The offer/bid made by the bidder shall be subject to acceptance by the competent authority, MCD or any other officer authorized / designated by the competent authority.
- iii. Parking contract may be given to the highest bidder (at the discretion of the competent authority), even if there is valid single bidder/E-Tenderer. The decision of MCD in this regard shall be binding and final on the all the bidders.

11. Conflict of Interest

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

- a. Such Applicant (or any constituent thereof) and any other Applicant (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Applicant or a constituent thereof in the other Applicant(s) (or any of its constituents) is less than 1% of its paid up and subscribed capital; or
- b. A constituent of such Applicant is also a constituent of another Applicant; or
- c. Such Applicant receives or has received any direct or indirect subsidy from any other Applicant, or has provided any such subsidy to any other Applicant; or
- d. Such Applicant has the same authorized representative for purposes of this Proposal as any other Applicant; or
- e. Such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Applicant; or such Applicant has participated as a consultant to MCD in the preparation of any documents, design or technical specifications of the Project.

12. Opening of Financial Bid;

The financial bid of all technically qualified bidders shall be opened in accordance to their financial capacities as defined in clause 9 (B) of this 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-1 bidders found for a parking site/s in the financial bid opening. The below process will be followed:

New financial bids from these H-1 bidders (which would obviously be more than their already quoted MLF) will be called. Their financial bids will be opened and H-1 bidder will be decided. However the decision of Commissioner/MCD will be Final and binding on all."


13. Offer/Allotment Letter:

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

14. Agreement:

The 'parking contractor/agency' shall be liable to enter into an agreement with MCD prior to issuance of allotment letter. The agreement is 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 offer letter, failing which the earnest money shall be forfeited and offer so issued by the MCD can be cancelled at the prerogative of MCD. Agreement format shall be the same as provided in the tender paper. The decision of the competent authority in MCD shall be final and binding on any issue arising out of the Agreement. Any supplementary agreement shall be entered on need or circumstantial basis subject to the requirements of MCD. The bid documents (bid application, technical bid, financial bid and negotiation letter, if any) submitted by the bidder, reply to pre-bid query, if any, addendum/corrigendum, etc. shall form part of the agreement.

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



Assistant Commissioner
Remunerative Project Cell, MCD

SECTION-II:

INSTRUCTIONS TO BIDDERS

1. Roles and Responsibilities of the bidder:

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

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

3. **No subletting of parking rights:** No subletting of the parking site is permissible. The Parking contractor shall manage the Parking site by himself/itself or through his/its employees but shall not be allowed to sublet the Parking site to any other

person/agency/firm. If at any point of time it is found that the Parking site has been sub-let the license, as well as current contract shall be liable for cancellation/termination with the prior approval of competent authority. The bidder shall be given the parking site on 'as is where is' basis and it shall be responsibility of the bidder to **inspect the parking site** and obtain necessary clarification, if any, to his satisfaction before offering to bid for the same. The bidder shall acquaint himself of all the local conditions and the parking site's condition.

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


Assistant Commissioner
Ramunorative Project Cell, MCD

10. Term of the contract:

- a. The parking site/sites shall be allotted for a period of three years and further extendable to another period of two years subject to satisfactory performance of the firm and as decided by the Competent Authority, from the date of signing of agreement/handling over of possession of the parking site to the contractor (whichever is earlier).

10. (A) Termination of the contract:

- a) MCD shall also have the right to terminate this Agreement by giving thirty (30) days prior written notice to the Contractor without assigning any reason to the Contractor.
- b) In the event, the land of the Parking Lot is required or taken from MCD by any Government Authority under any Applicable Laws, then in that case, the said Agreement shall automatically stand terminated and Contractor have no right to claim any damages, cost or expenses etc. from MCD in any manner.
- c) Successful bidder shall use the authorized IT based e-parking solution application Of MCD. In this regard the parking contractor shall use the same for collecting parking charges. Non use of the same may lead to the termination of contract. No excuse in this regard will be entertained whatsoever it may be.

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

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

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

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

12. **Dispute Resolution:** The Courts at Delhi shall have the exclusive jurisdiction to determine any question, issue, dispute or claim between the parties.
13. **Interpretation:** For interpretation of any clause in the E-Tender or project functionalities during project execution phase, the interpretation as adopted by the MCD shall be final and binding.
14. **Payment of Taxes:** TDS/GST/TCS or any other tax as applicable presently or levied by the Central/State Government/any other statutory body in future shall be payable by the Contractor directly to the concerned authorities. The MLF payable to MCD shall be exclusive of any such tax/levy i.e. TDS/GST/TCS etc.
15. **Penal Action:**
- The Parking contractor shall have to abide by all the relevant provisions of the DMC Act, Bye-laws framed there under, Orders /Directions of the Courts of law, the Terms & Conditions of the contract and also of the Notice Inviting E-Tender (NIT), as may be applicable from time to time. Noticing any above violations the Competent Authority shall have the right to levy the under mentioned penalty(s), suspend business with him for any period, debar him from future works/contracts with MCD and/or black-list him, after following due process of law. The decision of the Competent Authority in this behalf shall be final and binding.

Minor Violations	Penalty
A. Non wearing of Uniform and name badge B. Non maintaining of complaint register/box C. Not keeping the premises clean D. Not submitting of quarterly report as per Annexure-10	For every Minor violation mentioned from (A) to (D) the Parking contractor shall be levied a fine of Rs.25000/- per violation. Repeated violations may entail cancellation of contract

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

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

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

16. Surrender:

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

17. Important Instructions:

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

kept neat and clean. The areas should be properly leveled to ensure comfortable parking.

i. **Timings:-**

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

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

i. The slips mentioning parking fee shall be issued to the commuters only through the Hand-Held Device, to record the time of entry, the time of exit, amount of parking fee charged and the registration number of the vehicles and such other details. This is mandatory and expenses in this regard are to be incurred by each Parking contractor. Certificate to this effect using hand held device to be submitted to the RP Cell within a week after taking over the parking site. MCD may require the data of the said hand held device to be transmitted to it. The parking contractor shall produce documentary evidence of having procured these machines before the start of parking operations. If it is found at any stage that the Parking contractor is issuing manual parking slips heavy penalties as mentioned elsewhere in the agreement shall be levied leading to termination.

ii. Parking slips shall have the details showing its Sl. No. of MCD authorized parking site, Registration number of the vehicle, time of entry and name and address of the Parking contractor along with the period of availability of license along with other details with bold letter whereas the other details which the contractor deems fit in conformity with the terms and conditions of the license which may be printed in small font.

iii. The records of the computerized slips for hand held device shall be maintained by the Parking contractor and MCD shall have the right to demand/check this record at any time and the Parking contractor shall be bound to furnish the same within the given time.

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

a. In case the site is required by the Commissioner for a Municipal / public purpose, the Parking contractor shall have to hand over the vacant possession of the site at once. In case the site is required for any particular period for the above purpose and the parking site remains closed with prior permission of the competent authority which is beyond control of Parking contractor during the period of agreement, a proportionate amount of license fee for the vacant period may be refundable to him, as per rules, if due. Further, at the time of peaceful vacant possession all plants, tools, fixtures installed/exhibited by the contractor shall become the property of MCD.

b. MCD reserves the right to revise the area and change the site of parking space / place in the vicinity during the currency of the license. In case of revision of size of parking area during the currency of the license the Parking contractor fee will stand revised in the same proportion for the remaining period of the license.

c. The Parking contractor shall not interfere with the work of construction by the MCD or any other Govt. agency of any drain, pipe of cable etc. and shall repair at his own cost damage which may be caused to such works to the entire satisfaction of the MCD.

d. On the expiry of the period of license/ termination of the license the Parking contractor shall peacefully hand over possession of the parking site to MCD.

19. Determination of Parking contractor:

At the determination of agreement for whatever causes the Parking contractor shall restore the land in the condition in which it stood immediately before the Parking contractor took it over and shall peacefully hand over the possession of the said site to MCD. In the event of determination of license, MCD, reserves the right to ask the Parking contractor to run and maintain the parking site on the terms & conditions of

the agreement or as modified temporarily for a specific period as specified by MCD and in such an event the Parking contractor shall be bound to run the said parking site till the period MCD requires and to handover possession of the parking site to MCD as and when asked.

20. No tenancy rights / title / interest:

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

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

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

22. Personnel employed at the parking site;

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

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

- d) Personnel employed by the contractor at the Parking Lot shall conform to such rules and regulations and shall perform such other duties as may be instructed and issued by MCD from time to time.
- e) All Personnel employed by the contractor at the Parking Lot shall be dressed in proper and clean uniforms with their name printed on their shirts.
- f) The Contractor will supply all equipments to all its personnel, at its own cost and expense, including but not limited to torches, batteries and other equipments as is mutually agreed upon between the Parties.
- g) The contractor shall agree and acknowledge that all the employees/persons employed at the Parking lot are employees of the Contractor and not MCD and MCD shall have no obligations towards such persons and Contractor shall keep MCD indemnified against all claims loss or damage brought to or suffered on this account.
- h) The contractor shall obtain all permits, approvals and Licenses required under the Applicable Laws, if any, necessary to give effect to this Agreement. This Agreement constitutes a legal, valid and binding agreement/ obligation of the Contractor enforceable in accordance with its terms and conditions. Contractor shall comply, including but not limited to the following statutory Laws, Rules, Regulations and Statutory obligations of Government of India, Government of Delhi and other statutory bodies, for performance of its obligations under this Agreement:
 - (i) The Payment of Wages Act / Rules 1936
 - (ii) Employees Provident Fund Act / Rules 1952 & EPF 1995,
 - (iii) The Contract Labour (Regulation & Abolition) Act / Rules 1970
 - (iv) Workmen's Compensation Act / Rules 1923,
 - (v) Motor Vehicle Act / Rules 1988
 - (vi) Minimum Wages Act / Rules 1923,
 - (vii) Employees State Insurance Act/Rules,
 - (viii) Any other Act / Rule / Regulation imposed by the Central Government, State Government, Municipality, Notified Area Council or Gram Panchayat during the execution of contract shall also be applicable.
- i) Contractor shall indemnify MCD against any action, loss or damage due to non compliance of any of the statutory obligation, for which Contractor shall solely be responsible/ liable. In case of failure on the part of Contractor to comply with the provisions of any of the above mentioned Act / Rule / regulation and amendments thereof, MCD shall have the right to deduct the amount and/or retain some amount, as deemed fit till Contractor complies with the provisions.
- j) The contractor shall employ requisite number of personnel for carrying out the services at the parking Lot. Contractor shall take proper insurance to cover accident / death and payment of compensation under Workmen Compensation Act. MCD shall have no obligations towards such persons and Contractor shall keep MCD indemnified against all claims loss or damage brought to or suffered on this account.
- k) No interest of any kind whatsoever whether by way of tenancy, lease, sub-lease or otherwise is being created in favor of the Contractor in the said Parking Lot or any part thereof.
- l) Contractor shall not sublet full or any part of the Parking Lot to any other person and shall not be allowed to undertake any kind of auto repairs/cycle repair in the Parking Lot.
- m) Parking Lot shall at all times be under the control and supervision of MCD. MCD shall retain possession of the said Parking Lot and shall have the right to direct the mode and manner of the said use of the said Parking Lot. Further, MCD shall at all times retain free and unobstructed right of ingress and egress to the Parking Lot including, without limitation, access for inspection and to carry out repairs, alterations and additions at all reasonable time with prior appointment.
- n) Contractor will not carry out any construction and/or alteration or addition in the said parking Lot without prior written approval from MCD.
- o) There is no action, suit, proceeding or investigation pending or threatened against the Contractor which questions the validity of this Agreement or the right of the Contractor to enter into this Agreement, or to perform its obligations contemplated hereby.



- p) Contractor shall not undertake any activity in the Parking Lot except the activities specifically covered under this Agreement.
- q) Contractor shall immediately handover the possession of the said Parking Lot to the new contractor after the same is appointed by MCD after expiry of the contract or to the MCD through its authorized representative at the time of termination of this Agreement, whichever is earlier.
- r) Contractor shall abide, observe and follow all the terms and conditions of this Agreement including, without limitation, Terms and Conditions of the E-Tender issued by the MCD, the conditions stated in the Award Letter and any other rules and regulations issued by MCD from time to time.
- s) Contractor hereby agrees to indemnify, defend and hold MCD harmless from and against all liabilities, obligations, losses, expenses, costs, claims and damages asserted against, imposed upon or incurred by MCD by reason of or resulting from any breach or inaccuracy of any representation, warranty or covenant of the Sellers set forth in this Agreement or any other breach of this Agreement by the Contractor. The indemnification rights of the MCD under this clause is independent of, and in addition to, such rights and remedies as MCD may have at law or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

23. Other conditions:

- a) E-Tenderee/bidder submitting bids would be considered to have considered and accepted all the terms & condition. No enquiries verbal or written shall be entertained in respect of acceptances or rejection of the E-Tender.
- b) Duly constituted committees will short list the Technical bids on the basis of technical parameters. The names of the shortlisted contractors will be announced/informed to the respective contractors only whose technical bids qualify for participating in E-E-Tendering process.
- c) The possession of the site will be taken over from Asst. Commissioner, RP Cell, MCD after paying the bid amount & applicable taxes & without possession & permission it will be treated as unauthorized possession & contractor will be liable to pay damages charges and penalty for such period.
- d) The land shall be used for the bonafide use for the parking of vehicles and not for any other purpose. No extra area of the land shall be occupied. Such un-authorized occupation will invite damage charges and a surprise inspection of the site may be carried out within the possession period by the MCD officers.
- e) The contractor shall be responsible for maintenance of noise level within the permissible limits.
- f) The MCD reserves the right to terminate the contract at any time and proportionate charges shall be refunded to him without assigning any reason.
- g) That the possession of the site shall automatically rest with the MCD on the Expiry of contracts or earlier if terminated.
- h) The drawing/map showing above parking area is enclosed herewith for which the bids are invited.
- i) In case of overcharging the parking rates/fee, the contract shall be terminated without any notice and no refund will be made in this case.
- j) The contractor will make own arrangements for watch and ward of the vehicles parked at the site and MCD will not responsible for any damage.
- k) The contractor will provide hand held device and other equipments to staff necessary for the proper running of the contract at your own cost.
- l) The contractor will not be allowed to undertake any kind of auto repairs/cycles repair in the parking area.
- m) Parking of trailers and containers are strictly prohibited in this area.
- n) If any vehicle is left at the stand after termination of the day (show) you will be responsible to deposit the same with area Police Station after lodging report in this regard.
- o) In case of any theft or damage of any vehicle from/in the above parking area, the contractor will be responsible for the same and MCD will not be having any liability what-so-ever.

- p) The staff employed by the contractor for parking lot should be in proper Uniform with printed names on the Shirt. The contractor shall be responsible to ensure that his workers perform duty in Uniform and display their name plate on the pocket of their shirt and they come in neat and clean uniform. The cost of the uniform and nameplates etc. will be borne by the contractor.
- q) The safety and security of the electrical poles, fitting and fixture including cable shall be ensured by the parking contractor and MCD will not pay any amount. If these items found damaged or theft, recovery shall be made from the contractor.
- r) The contractor will provide adequate manpower to effectively run the services as mentioned above.
- s) The cleaning of the parking area shall be done by the contractor and MCD will not pay any amount.
- t) If any unauthorized vehicles found parked, an amount of Rs.10, 000/- per vehicle per day shall be levied as penalty and shall be deposited with MCD or shall be recovered from security deposit/performance security deposited with MCD.
- u) The Commissioner, MCD, reserves the right to cancel/reject full or any part of E-Tender which do not fulfill the conditions, stipulated in the E-Tender.
- v) The contractor shall use hand held machine for issue of printed ticket indicating date & time. The contractor shall ensure bay number for parking of vehicles on the face of issued parking tickets.
- w) Violation if any of the above terms and conditions will render the contractor liable for cancellation of the allotment.
- x) All the terms and conditions of Notice Inviting E-Tender and instruction to bidders shall form the part of contract agreement with the successful bidders.

24. Other Terms & Conditions and Important Instructions: The other terms & conditions and important instructions for management of parking sites are as specified in 'Annexure 5', which shall be duly signed and annexed along with complete E-Tender document including reply of pre bid meeting and corrigendum (if any) with the agreement to be signed between the department and the successful bidder.

Sd/-
Assistant Commissioner(RP Cell)

List of parking sites along with RMLF

S.NO	NAME OF THE PARKING SITE	Zone	Allowed Vehicles	RMLF	EMD
1	Cluster:- (Dwarka Sector- 11 Market (Pocket-1); Dwarka Sector-12 Market and Dwarka Sector-4 Market)	NGZ	Car/Four Wheeler/Two Wheeler	Rs. 5,99,343/-	Rs.10,78,817/-
2	Cluster:- (Furniture Market, Jail Road and New Krishna Park)	West	Car/Four Wheeler/Two Wheeler	Rs. 6,10,095/-	Rs.10,98,171/-
3	Indraprastha Park, Site No.- 4	Central	Car/Four Wheeler/Two Wheeler	Rs. 68,036/-	Rs. 1,22,465/-
4	Sunder Nagar Market	Central	Car/Four Wheeler/Two Wheeler	Rs. 64,594/-	Rs. 1,16,269/-
5	Cluster :- (B-7 Daryaganj and Ghata Masjid)	Central	Car/Four Wheeler/Two Wheeler	Rs. 2,26,343/-	Rs. 4,07,417/-
6	Cluster:- (Sarai Kale Khan, Nizamuddin Railway Station and Sarai Kale Khan Transport Authority)	Central	Car/Four Wheeler/Two Wheeler	Rs. 2,22,000/-	Rs. 3,99,600/-
7	Mohan Singh Market, RK Puram	South	Car/Four Wheeler/Two Wheeler	Rs. 61,673/-	Rs. 1,11,011/-
8	Cluster:- (Dwarka Sector 10 Metro Station and Dwarka Sector-12 Metro Station)	NGZ	Car/Four Wheeler/Two Wheeler	Rs. 3,86,281/-	Rs. 6,95,306/-
9	Dussehra Ground Budella	West	Car/Four Wheeler/Two Wheeler	Rs. 87,480/-	Rs. 1,57,464/-
10	Cluster:- (Hauz Khas NIFT, Ward no- 164; Siri Fort Auditorium and Hauz Khas Village)	South	Car/Four Wheeler/Two Wheeler	Rs. 9,41,126/-	Rs. 16,94,027/-
11	Mehrauli	South	Car/Four Wheeler/Two Wheeler	Rs. 97,500/-	Rs. 1,75,500/-
12	Bharat Darshan Park, Punjabi Bagh	West	Car/Four Wheeler/Two Wheeler	Rs. 61,500/-	Rs. 1,10,700/-
13	Pushpa Bhavan, Madangir	South	Car/Four Wheeler/Two Wheeler	Rs. 1,58,000/-	Rs. 2,84,400/-
14	J-Block Community Centre, Rajouri Garden	West	Car/Four Wheeler/Two Wheeler	Rs. 1,58,000/-	Rs. 2,84,400/-
15	NBCC Place, Lodhi Road	Central	Car/Four Wheeler/Two Wheeler	Rs. 92,340/-	Rs. 1,66,212/-
16	Cluster:- (New Friends Colony and Okhla Station Max House)	Central	Car/Four Wheeler/Two Wheeler	Rs. 18,05,777/-	Rs. 32,50,399/-
17	Near Appu Ghar	Central	Car/Four Wheeler/Two Wheeler	Rs. 60,750/-	Rs. 1,09,350/-
18	Indraprastha Park Gate No- 3	Central	Car/Four Wheeler/Two Wheeler	Rs. 57,000/-	Rs. 1,02,600/-

19	Near Batra Hospital (Tughlakabad Institutional Area)	South	Car/Four Wheeler/Two Wheeler	Rs. 1,87,000/-	Rs. 3,36,600/-
20	Main Nala Road From Thekedar Surjeet Singh, Marg to Ring Road, Husdon Lane, Kingsway Camp	C.L.Z	Car/Two Wheeler	Rs. 57,960/-	Rs. 1,04,328/-
21	Shah Alam Bandh Road Near C&D Plant Main Road Jahangirpuri	C.L.Z	Bus/Truck/Tempo	Rs. 3,16,800/-	Rs. 5,70,240/-
22	Cluster:- (Adarash Nagar Compactor Malik Ram Tondon Marg 80 Futta Road and Yamuna Sur Ghat)	C.L.Z	Bus/Truck/Tempo parking	Rs. 4,23,800/-	Rs. 7,62,840/-
23	Jamana Bazar Hanuman Mandir	City & SPZ	Car/Three Wheeler/Two Wheeler	Rs.2,91,600/-	Rs. 5,24,880/-
24	Cluster:- (Kotla Road Bal Bhawan and Bus/Truck Parking Kotla Road Bal Bhawan)	City & SPZ	Car/Three Wheeler/Two Wheeler and Bus/Truck	Rs. 3,76,920/-	Rs.6,78,456/-
25	Cluster:- (Dayai Nallah Padam Nagar Main Road and From Mother Dairy to Shastri Nagar)	City & SPZ	MMV/Car/Three Wheeler/Two Wheeler and Car/Three Wheeler/Two Wheeler	Rs. 3,18,800/-	Rs. 5,73,840/-
26	Idgah Chowk to Red Light Before Rani Jhashi Flyover,	City & SPZ	Car/Three Wheeler/Two Wheeler	Rs. 95,400/-	Rs. 1,71,720/-
27	In Front of Tis Hazari Court (both sides)	City & SPZ	Car/Three Wheeler/Two Wheeler	Rs.3,92,400/-	Rs. 7,06,320/-
28	Quatb Road Near Tanga Stand Sadar Bazar	City & SPZ	Car/Three Wheeler/Two Wheeler	Rs.1,84,595/-	Rs. 3,32,271/-
29	Telephone Exchange Delhi Gate	City & SPZ	Car/Three Wheeler/Two Wheeler	Rs. 1,22,888/-	Rs. 2,21,198/-
30	MLUG Parade Ground *	City & SPZ	Car/Three Wheeler/Two Wheeler	Rs. 42,38,100/-	Rs. 76,28,580/-
31	Nikalsan Road	City & SPZ	Car/Three Wheeler/Two Wheeler	Rs. 58,000/-	Rs. 1,04,400/-
32	Old SP Zone Building	City & SPZ	Car/Three Wheeler/Two Wheeler	Rs. 1,26,900/-	Rs. 2,28,420/-
33	In front of Tirath Ram Hospital,	City & SPZ	Car/Three Wheeler/Two Wheeler	Rs. 61,560/-	Rs. 1,10,808/-
34	DC Office Old Middle School Building Around Rampura	KPZ	Car/Three Wheeler/Two Wheeler	Rs. 40,298/-	Rs. 72,536/-
35	K.P.Block Market, Pitampura	KPZ	Car/Three Wheeler/Two Wheeler	Rs. 4,68,090/-	Rs. 8,42,562/-
36	Auto Repair, B-Block, Wazirpur Industrial Area Keshav Puram	KPZ	Car/Three Wheeler/Two Wheeler	Rs. 97,902/-	Rs. 1,76,224/-
37	Telephone Exchange near Jaipur Golden Hospital	RZ	Car/Four Wheeler/Two Wheeler	Rs. 45,360/-	Rs. 81,648/-
38	Proposed Surface parking on the one side of Drain in Rohini, Sec-15	RZ	Car/Two Wheeler	Rs. 20,218/-	Rs. 36,392/-
39	Ambedkar Bhawan to Vacant Land of PWD	RZ	Car/Two Wheeler	Rs. 1,44,000/-	Rs. 2,59,200/-
40	Outside Transport Authority Rohini Sec-16	RZ	Car/Three Wheeler/Two Wheeler	Rs. 39,285/-	Rs. 70,713/-

41	Cluster:- (Group-I, Infront of Plot No. 16, Rajender Place; Between Plot No-7 & 12 Rajender Place; Parking site at Lot 'B' Rajendra Place and Infront of Plot No. 17-19, Rajender Place)	KBZ	Car/Three Wheeler/Two Wheeler	Rs. 6,30,832/-	Rs. 11,35,498/-
42	Cluster:- (Infront of Bikner Wala Naraina; Y Block Loha Mandi and Petrol pump to red light adjacent to parking site T-point Naraina, Girdhari Lal Goswami Marg)	KBZ	Car/Three Wheeler/Two Wheeler; Car/Three Wheeler/Two Wheeler and Truck/Tempo	Rs. 1,69,160/-	Rs. 3,04,488/-
43	Under Flyover kirti Nagar	KBZ	Car/Three Wheeler/Two Wheeler	Rs. 46,800/-	Rs. 84,240/-
44	Cluster:- (Inside Ajmal Khan Park Main Gate and D.B. Gupta Road)	KBZ	Car/Three Wheeler/Two Wheeler	Rs. 2,60,640/-	Rs. 4,69,152/-
45	Rama Road Kirti Nagar to Bajaj Auto Showroom Chowk	KBZ	Car/Three Wheeler/Two Wheeler/Truck/Tempo	Rs. 8,42,400/-	Rs. 15,16,320/-
46	Near Delhi Police Appartment Mayur Vihar Phase-I	Shahdara South	Car/Four Wheeler/Two Wheeler	Rs. 1,22,000/-	Rs. 2,19,600/-
47	Cluster:- (Showing at Plot No. 4, DDA Building, Nirman Vihar; Showing Baement Plot No- 4, DDA Building, Nirman Vihar (Laxmi Nagar) and In plot no 5 & 9, Pragati Mall Near Nirman Vihar Metro Station)	Shahdara South	Car/Four Wheeler/Two Wheeler	Rs. 4,15,000/-	Rs. 7,47,000/-
48	Kalra Hospital, Kirti Nagar, Tagore Garden	KBZ	Car/Four Wheeler/Two Wheeler	Rs. 1,55,706/-	Rs. 2,80,271/-
49	Dr. Keshav Baliram Hedewar, 52 Block, Old Rajender Nagar	KBZ	Car/Four Wheeler/Two Wheeler	Rs. 1,27,457/-	Rs. 2,29,423/-
50	Radha Mohan Club	CSPZ	Car/Four Wheeler	Rs. 2,43,100/-	Rs. 4,37,580/-
51	Meena Bazar	CSPZ	Car/Four Wheeler/Two Wheeler	Rs. 6,17,100/-	Rs. 11,10,780/-
52	Sukha Ped, Mori Gate	CSPZ	Bus/Truck/Tempo parking	Rs. 11,06,690/-	Rs. 19,92,042/-
53	Adjoning E-Block, Pandav Nagar	Shahdara South	Car/Four Wheeler	Rs. 52,500/-	Rs. 94,500/-
54	Supreme Enclave, Mayur Vihar, Phase-I	Shahdara South	Car/Four Wheeler/Two Wheeler	Rs. 27,750/-	Rs. 49,950/-
55	Near Mother Dairy, Parpaganj Market	Shahdara South	Car/Four Wheeler/Two Wheeler	Rs. 52,500/-	Rs. 94,500/-
56	Commercial Complex, Preet Vihar	Shahdara South	Car/Four Wheeler/Two Wheeler	Rs. 8,92,000/-	Rs. 16,05,600/-

57	Community Centre Adjoining Road No.44, Pitam Pura	KPZ	Car/Four Wheeler	Rs. 5,96,904/-	Rs. 10,74,427/-
58	Plot No-1, Road No- 44, Behind aggarwal Prestige Mall Infront of BTW Rani Bagh	KPZ	Car/Four Wheeler/Two Wheeler	Rs. 1,66,100/-	Rs. 2,98,980/-
59	Prateek Apartment, Paschim Vihar	KPZ	Car/Four Wheeler/Two Wheeler	Rs. 76,788/-	Rs. 1,38,218/-
60	Main Market Model Town-II	KPZ	Car/Four Wheeler/Two Wheeler	Rs. 2,23,175/-	Rs. 4,01,715/-
61	In Front of A-2/B Ekta Apartment, Paschim Vihar	KPZ	Car/Four Wheeler/Two Wheeler	Rs. 1,77,293/-	Rs. 3,19,127/-
62	Auto Repair Market B-Block Wazirpur Industrial Area	KPZ	Car/Four Wheeler/Two Wheeler	Rs. 82,800/-	Rs. 1,49,040/-
63	Near Tanga Stand, Seelampur	Shahdara North	Car/Four Wheeler/Two Wheeler	Rs. 33,750/-	Rs. 60,750/-
64	DCP Office Dhobhi Ghat, Seelampur	Shahdara North	Car/Four Wheeler	Rs. 55,500/-	Rs. 99,900/-
65	Near Community Hall at Jafarabad Metro Station	Shahdara North	Car/Four Wheeler	Rs. 67,500/-	Rs. 1,21,500/-
66	E-4, Block, Nand Nagri	Shahdara North	Car/Three Wheeler/Two Wheeler and Truck/Tempo	Rs. 7,91,400/-	Rs. 14,24,520/-
67	Under Flyover Nathu Colony	Shahdara North	Car/Four Wheeler/Two Wheeler	Rs. 70,000/-	Rs. 1,26,000/-
68	Opposite DDA Community Centre, A-Block, New Seemapuri	Shahdara North	Car/Three Wheeler/Two Wheeler and Truck/Tempo	Rs. 9,61,800/-	Rs. 17,31,240/-
69	Community Centre, Janta Flats, Nand Nagri	Shahdara North	Car/Four Wheeler	Rs. 72,000/-	Rs. 1,29,600/-
70	Kukreja Hospital Tagore Garden	WZ	Car/Four Wheeler/Two Wheeler	Rs. 72,000/-	Rs. 1,29,600/-

* For MLFUG Parade Ground- The capacity of the parking site at MLUG Parade Ground is as under:-

Ground Floor- As per map as provided in the tender documents.

Basement 1- 250 (4 wheeler)

Basement 2- 250 (4 wheeler)

Basement 3- 250 (4 wheeler)



Assistant Commissioner
Ramunative Project Cell, MCD

"BID APPLICATION FORMAT: ON COMPANY LETTERHEAD"

Date: _____

To,

The Asstt. Commissioner (RPC),
Municipal Corporation of Delhi,
Dr. Shyama Prasad Mukherjee Civic Centre
New Delhi-110002

Passport
size photo
(self-
attested)

**SUB: E-TENDER FOR ALLOTMENT OF CONTRACT OF AUTHORISED PARKING SITES
UNDER THE JURISDICTION OF MCD**

Sir,

1. I/We, the undersigned, have carefully examined the referred E-Tender and offer to participate in the same, in full conformity with the said E-Tender along with all the terms and conditions.
2. I/We agree to abide by this Proposal as per E-Tender terms and conditions, and our offer is valid for a period of three years and further extendable to another two years subject to satisfactory performance of the firm and as decided by the Competent Authority from the date fixed for submission of Proposals as stipulated in the E-Tender and it shall remain binding upon us and may be accepted by MCD at any time before the expiration of that period.
3. I/We understand MCD is not bound to accept any proposal it receives and not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.
4. I/We have physically inspected the parking site/sites and after having fully aware of the present physical position of the parking site including all the **Pucca structure etc. therein.**
5. After duly satisfying myself/ourselves of the present physical position of the parking site/sites, I/We are hereby submitting our bid(s) for the under mentioned parking sites and have enclosed the requisite EMD and E-Tender fees by way NEFT/RTGS/e-payment as per the provision of the E-Tender document (**Annexure 9**) and details are as under:

S. No. of the parking site as per "Annexure 1" of the E-Tender document in preference order as mentioned by bidder in "Annexure 13".	Name of respective Parking site as per annexure 1	Detail of EMD deposited by way of NEFT/RTGS/e-payment.	Detail of E-Tender fees amounting to Rs. 1000/- for each site deposited by way of NEFT/RTGS/e-payment

Note: - In case of any discrepancy in preference order in E-Tendering as mentioned in technical bid as mention in "Annexure 13", in that case, the preference order mention by bidder in "Annexure 13" shall be considered for participating in E-Tender.

**Signature and name of the Authorized Signatory
(Designation)**

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

DECLARATION/UNDERTAKING:

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

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



Assistant Commr
Ramunative Project Cell, MCD

ANNEXURE - 3

FORMAT FOR UNDERTAKING

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

I, _____ S/o _____, Residence/Office address _____
do hereby solemnly
affirm and declare as under:-

That I/any of partner/Director/Member of the firm _____ has/have not been blacklisted/debarred/defaulted by any Central/State Govt./PSUs of Central & State Govt./Local Bodies including South, North & East DMC all over India, or any of its partner/proprietor/director/member have not been blacklisted for breach of terms and conditions of the agreement or defaulted in making the payment of License/Contract Fee.

If any discrepancy is found in above statement then MCD has sole right to take any action upon me.

Name & Signature

Deponent



Assistant Commissioner
Remunerative Project Cell, MCD

ANNEXURE-4

FORMAT FOR UNDERTAKING

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

I, _____ s/o _____ resident of _____
_____ authorized signatory of M/s _____
Address _____

do hereby solemnly affirm and declare as under:-

1. That neither I nor any proprietor/partner/director/dependant family members of M/s _____ has been directly or indirectly associated in any manner with any other such Company/Agency/Firm which has been blacklisted by MCD/erstwhile MCD or has any dues payable to MCD/erstwhile MCD. That if at any stage it is found that any dues are outstanding I shall be liable to clear the same within stipulated time.
2. That the applicant firm/company has never been penalized/ blacklisted by the MCD/ erstwhile NDMC/SDMC/EDMC in the past.
3. That the applicant firm/company shall abide by the terms and conditions of NIT/E-Tender documents in this regard and shall make no representation whatsoever in this regard.
4. We also hereby agree and undertake as under:
5. That the statements made by me and all the facts stated in connection with the E-Tender and documents submitted in this behalf are true and correct to the best of my knowledge and nothing has been concealed there from.
6. Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Concession Agreement, a draft of which also forms a part of the RFP document provided to us.
7. We further represent that the I/We have not been barred by MCD, Govt. Of NCT of Delhi, any other State Government in India (SG) or Government of India (GOI), or any of the agencies of GNCTD/SG/GOI from participating in Public Sector assignments/projects and such bar does not subsist as on the Proposal Due Date.
8. We, M/s. _____ (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred/blacklisted by Govt. Of NCT of Delhi or barred/blacklisted by any state government or central government / department / agency in India from participating in Project/s
9. We further undertake that we have not left any project incomplete and have also not surrendered any project before the completion of period of the contract.
10. We further confirm and state that no dues are recoverable from us by any Government agency.
11. We are aware that our Bid for Allotment of Authorised Parking Sites under the jurisdiction of MCD would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP Document at any stage of the Bidding Process or thereafter during the Concession Agreement period.
12. That the applicant firm/company shall pay all the taxes/fees and other dues to the MCD or *designated ministries/office/any other Govt. agency.*
13. That the said bid is not a Benami bid on behalf of any blacklisted / barred person / firm/ company / associated firms or companies or family members of such persons. If at any stage this comes to the notice of MCD the E-Tender shall be cancelled and all security deposit shall stand forfeited.
14. That I/we shall abide by all rules, regulations, and instructions, issued by MCD from time to time.

15. That the email id..... is our valid email ID for all communications to MCD and all correspondence sent by MCD to this email ID shall be considered to have been received by us.
16. That once we are selected through the bid process, we shall provide a Current Bank A/c from which all payments shall be made to MCD be it license fees or any security deposit. That in case of any default in payments we are liable for action under NI Act.
17. That my/our PAN Number is
18. That I/we shall furnish a performance guarantee/security deposit in form of Demand Draft/Pay order/Bankers Cheque/Bankers Guarantee of the amount that MCD directs us to submit.
19. That the ID Proof / Photo of the person signing the document is attached with this affidavit and duly attested.
20. That I/we have inspected the said sites under offer and are ready to take the site on 'as is where is basis' and have acquainted us with all the local conditions and parking site conditions at the said site.
21. That I/we shall not hold MCD responsible for decline in the potential of revenue from the said site due to any reason whatsoever and shall not claim any reduction/remission in monthly license fees payable to MCD under any condition.
22. That payment of monthly license fees for the said parking site does not create any lien on the said site for us. That we have been assigned the place for parking purpose only and it does not create any tenancy rights for us. That I/we understand that the land at the said site shall always be the property of MCD/Government authorities and I/we shall not claim any right / title / interest or any nature of easement in relation to or respect thereof.
23. That we give the free and unhindered right to MCD to forfeit the Performance Guarantee/Security Deposits/other deposits in case any declaration given by us in the E-Tender is found to be incorrect or misleading.
24. That I/we understand that in case our contract is cancelled by MCD at any stage before the scheduled period, MCD has the right to grant rights to operate the parking site temporarily to any other existing contractor, at the same MLF as H-1 till the finalization of fresh E-Tender which shall be done at the earliest possible instance. That the decision of MCD in this regard shall be final and binding on all participating bidders.
25. That I/we shall put display boards as directed by MCD at the time of issue of work order. That the same shall be complied within prescribed time from the date of issue of allotment letter. That a penalty as prescribed by MCD shall be levied on me/us for non compliance.
26. That we shall pay license fee rates as approved by MCD from time to time.
27. That I/we shall acquire an insurance policy for the said site and renew the same on annual basis for the period of the contract. That the said insurance policy should specifically cover any liability arising out of fire / damage / any legal matter arising out of the parking site. That I/we shall completely indemnify MCD on any liability arising on this count.
28. That I/we shall comply with directions of Delhi Police in respect of safety and security of public at large.
29. That I/we understand that in case any damage is done to any property/government assets etc due to our site, I/we shall get the same repaired at our own cost.
30. That I/we shall handover the possession of the said site for a limited period as desired by MCD for any purpose at any time.
31. That I/we undertake that in case of surrender of parking site/termination of contract of the site, I/we shall be debarred to participate in the future E-Tender process for this site for at least two consequent years.
32. That I/we shall extend full cooperation for any civil work by MCD or any Government agency related to water / sewer /telecom / repair etc. at the said site.
33. That I/we shall hand over the possession of the said site peacefully to MCD at the time of completion of the said contract or at the time of termination of the contract by MCD.
34. That I/we shall intimate MCD in case the address of the establishment changes within 7 days of such change taking place.



35. That I/we understand that officials of MCD have the right to inspect the said site at any time and I / we shall extend full cooperation in this regard.
36. That I/we shall manage the said site our self and shall not outsource the work to any third party.
37. That I/we shall abide by the parking policy as approved by MCD from time to time.
38. That in case of cancellation/expiry of contract or surrender of site before expiry of contract I/we have to continue operations till the alternative arrangement are done and the decision of the competent authority shall be binding upon me/my firm.
39. That I/we shall undertake to fulfill all statutory tax compliances as may be in vogue from time to time.
40. That I also undertake that all the facts and documents submitted by me are genuine. In case any of the documents and/or information furnished is found to be false or is objected to by any of the persons concerned, the MCD will be at liberty to cancel the parking contract.

Name & Signature

Deponent

VERIFICATION :

Verified at Delhi on this _____ day of _____, 2022 that the contents of the above affidavit are true to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

Name & Signature

Deponent



Assistant Commissioner
Ramunative Project Cell, MCD



Annexure-5

MUNICIPAL CORPORATION OF DELHI OFFICE OF THE ADDL.Dy. COMMISSIONER (RP Cell)

Dr. Shyama Prasad Mukherjee Civic Centre (22nd Floor),
Jawaharlal Nehru Marg, New Delhi-110002, Ph. No. 011-2322-7212

ADDITIONAL TERMS & CONDITIONS FOR AWARD OF CONTRACT OF PARKING SITES

Clause No	Terms	Description
1	Eligibility	As per Eligibility criteria given in the E-Tender document. The list of Parking sites is contained in Annexure '1'
2	Title	MCD is and shall continue to be the absolute owner of the Parking sites.
3	Mandatory obligation of Parking Contractor	The contract shall be governed by the guidelines, provisions of DMC Act (amended to date), terms and conditions of NIT, Agreement, any other law for the time being in force and any other order, direction or guideline as may be issued by the Hon'ble court or Commissioner, MCD from time to time. The intending E-Tenderer shall inspect the description of the Parking sites, before submitting E-Tenders and may obtain clarification, if any, before submission of the E-Tender. No objection/grievance/dispute in this behalf shall be entertained, subsequent to submission of the E-Tender. Also no remission in license fees will be given, in this regard.
4	Description of work	The contractor shall operate the parking sites allotted on ' as is where basis ' as per the terms and conditions is contained in E-Tender Document .
5	Display of parking contract information at site	The contractor shall display MCD Logo, Site name, Name of the contractor & validity period of the contract along with site map and other mandatory details as given in the Annexure-7 at entry of parking and at 3 other prominent points. In case any site is found without an information board it shall be treated as an unauthorized site and penal action including cancellation of the contract shall be taken as per the terms and condition of the parking contract and other relevant provisions.
6	Possession of allotted site	Possession of the parking site shall be given as may be determined by the Commissioner, MCD or any other officer authorized by him. Wherever any stay order has been passed by any court of law in respect of any parking sites or the previous contract is continuing or has been extended by the MCD/MCD, in favour of the previous contractor, possession of such Parking sites shall be handed over to the prospective contractor, subject to vacation of stay by the court of competent jurisdiction or expiry of the contract period / extended contract period.
7	Liaison with agency authorized by MCD for e-parking. Solution	In future MCD may implement for better management of parking sites, an e-parking solution through any authorized agency. In this regard the parking contractor will be bound to implement and incorporate the e-parking solution w.r.t. his site, under the jurisdiction of MCD.
8	Period of Concession	The contract period shall be for a period of for a period of three years and further extendable to another period of two years reckoned from the date of handing over of the site or start of operations whichever is earlier. After expiry of the contract period, either on account of completion of the concession period or pre-termination of the contract on any account whatsoever, the contractor

		shall hand over possession of the parking sites to the Commissioner, MCD or any other person authorized by him.
9	Allotment	The levy and recovery of license fee will start automatically from the effective date as notified in these terms and conditions or at the time of allotment of the contract. In case the previous contractor fails to vacate the allotted site, after the expiry of the contract period or any unauthorized parking is operating at the allotted site, the new contractor or the MCD shall have the right to cause such operation to be vacated for which the previous contractor or the unauthorized operator, as the case may be, shall have no right to claim any damages.
10	Parking charges	Details of parking charges to be collected from end user/parking users, per vehicle according to duration, are given in Annexure-8 . The said parking charges are inclusive of Service Tax/GST. Parking contractor is authorized to collect only the specified amount of parking charges against categories of vehicles mentioned in the Annexure-8 . The contractor shall properly print the parking receipts as : Parking Charges : (Inclusive of Service Tax/GST levied by Ministry of Finance, Govt. of India).
11	Monthly License Fee	The successful E-Tenderer / contractor shall be liable to pay monthly license fee in the form of bank draft / pay order at the rates accepted by the department and in the manner approved by the department, for each and every parking site on or before an specified date, Monthly license fee shall be payable in advance in the manner prescribed in Annexure-9 , by the contractor till handing over of vacant and peaceful possession of the parking site, after complying with necessary terms & conditions of contract.
12	Deposit of License Fee	The parking contractor shall deposit advance monthly license fee as prescribed in Annexure-9 through demand draft/pay order. Monthly license fees shall be payable by the contractor from the date of commencement of contract. All correspondence and payments should be made in the Office of Dy. Commissioner, RP Cell, MCD, 22 nd Floor, Civic Centre, Minto Road, New Delhi-110002, against proper receipt.
13	Non-payment of License Fee:	If the payment is not made in the manner stipulated above i.e. if payment of MLF of the succeeding month is not made by the last day of the preceding month, the parking contractor shall be liable to deposit MLF with 24% per annum interest within first 15 days of the succeeding month, failing which the department may initiate the process for termination of the contract and forfeiture of the Security Deposit / Bank Guarantee and blacklisting of the contractor after issuing a notice for the same. However, the Commissioner, MCD or any other officer authorized by him, in this behalf, may on consideration of a representation of the contractor restore the parking site, subject to deposition of a restoration fees of 10% of the annual value of contract along with outstanding license fee and interest, penalty etc., for the intervening period & provided that the request for restoration (of contract) is made within 10 days of the termination of contract by the contractor. The decision of the Commissioner or any other officer authorized by him, after termination of the contract and to charge restoration fee or any other amount as may be prescribed for the purpose, shall be final and binding upon all. Any dues in this regard will be recoverable as arrears of MLF, if any.


 Assistant Commissioner
 Ramnagar Project Cell, MCD

14	Maintenance of Accounts	The contractor shall maintain proper books of accounts of the parking sites and submit details of the same as and when specifically required by the Department. The parking contractor has also to submit quarterly Self Declaration/Status Report at the end of each quarter, in the format given at Annexure-10 . However, non-filing of the same shall amount to minor violation and shall be dealt according to the provisions of the condition of this parking contract.
15	Earnest Money	<p>Reserve Monthly License Fee (RMLF) for each of the parking site as per their location and revenue potential etc. is mentioned in the Annexure-1 of NIT. The bidder shall have to deposit Earnest Money deposit in the manner prescribed in Annexure-9 of NIT for each site, separately, with E-Tender form. E-Tenders submitted without the earnest money will be rejected, summarily.</p> <p>The earnest money of unsuccessful bidders shall be refunded on written request of the bidder within 10 days from concluding the NIT. The EMD of successful bidders, if paid by DD/Pay order, can be adjusted against security deposit on specific request of the contractor.</p> <p>The Earnest Money shall be forfeited on account of any of the following reasons:</p> <ul style="list-style-type: none"> • If the bidder does not accept the offer of allotment within 7 working days (seven days) of issue of offer letter for any reasons whatsoever, or if the bidder withdraws the proposal during the validity period specified in E-Tender or the bidder does not submit performance guarantee within the time prescribed • On account of false/unverifiable statement in E-Tender documents. • If the bidder does not respond to request for clarification of its proposal, • If the bidder fails to provide required information during the evaluation process, • If the bidder resorts to malpractices with an ulterior motive to effect the chances of rival bidders which includes sudden complaints/malicious Newspaper reporting about competing bidders post the phase when the E-Tender has been published.
16	Security deposit/ performance guarantee.	Payment of Security Deposit/ Performance Guarantee is to be made in the manner prescribed in Annexure-9 before the parking site is handed over to successful highest bidder. The security deposit will not be adjusted against M.L.F of the current 'site/contract' but the same will be either adjusted against the dues liability of other sites of the same parking contractor, with MCD or will be refunded after successful completion of contract period, without any interest upon it however, subject to deductions/ forfeiture which may be applicable on account of non performance, as the case may be. The decision of the competent authority, in this regard shall be final and binding upon all.
17	Revision of parking charges and MLF	In the event of enhancement in parking rates, during the period of contract, the existing contractor shall be liable to deposit the revised MLF and other deposits in proportion of enhancement of parking rates as decided by Commissioner, MCD and the decision of Commissioner, MCD shall be final and binding upon all.
18	Surrender	<p>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 plus advance MLF of three months (02 months advance MLF will be adjusted plus 01 month MLF will be submitted by the contractor), so as to enable MCD 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</p>

		<p>the case may be, after the determination of the contract.</p> <p>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 E-Tender / e-tendering / tendering process of the same site again at least for two consecutive years. <u>To this effect an undertaking shall be given by the parking contractor, at the time of surrender.</u></p> <p>If any parking contractor surrenders parking site under MCD on three different occasions within a period of one year, he shall be debarred from participating in future NITs of MCD for a period of three years.</p> <p>In the event of determination of license/surrender, MCD 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 MCD 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 surrender notice shall not be treated as 'valid/accepted/approved' unless up-to-date clearances of dues including the dues for the notice period are paid on the date of receipt of such notice.</p> <p>The surrender once applied will be treated as irrevocable.</p> <p>Exemption: Provisions of clause 17</p>
19	Responsibility of the contractor regarding security and installation of CCTV and use of Hand Held Device	<p>Any theft, damage, of the vehicles parked in the authorised parking site, shall be the responsibility of the contractor and the corrective action shall be taken by the contractor, during the contractual period, at its own cost. The MCD shall not be responsible for damage or theft of the vehicles parked at the site. The installation of CCTV with proper back up etc as explained below is mandatory in case of parking sites where the Monthly License Fee is more than Rs. 5 lakhs.</p> <p>The contractor shall obtain electricity connection from the respective Discom for operation of CCTV and charging points of Hand Held Devices in his own name or install solar energy system, for which MCD shall provide him necessary No Objection Certificate, on his specific request. However no remission shall be extended for usage of solar renewable energy. In this regard, all charges/dues shall be payable by the contractor directly to the concerned electricity company. However, CCTV should be backed up with power and the same should have a back up memory of 30 days. Non maintenance of CCTV installations and HHD may result into termination of contract and taking over possession of the parking sites by the department. Non-working of CCTV or Hand Held Device shall be treated as major violation and shall attract relevant penalties, as envisaged in the NIT/E-Tender conditions/Parking contract.</p> <p>The parking contractor shall always be responsible for any injury or damage or theft caused to or suffered by any person or property arising out of operation of the parking site and the consequential claim or claims shall be borne by the parking contractor who will also indemnify and safeguard the MCD in respect of any such claim or claims. Round the clock security arrangement shall be provided by the contractor by his trained man-power who shall be polite and courteous to the people using the parking site, especially women and senior citizens, and will not allow any unlawful activities within the parking site. MCD also reserves the exclusive rights to allow any advertisement/unipole/flag signs etc in the parking site.</p>
20	Loss to MCD	<p>The parking contractor shall be bound to indemnify and reimburse the MCD for all claims, demands, loss, charges, cost and expenses which it may have to incur or which accrue on account of infringement of any of these conditions by the parking contractor.</p>

21	Removal/ Shifting of Site	The Commissioner or any other officer authorized by him shall have the right to have the parking site removed or reduced in area (in larger public interest) without assigning any reason. The Commissioner's decision or any person duly authorized by him in this regard, will be final regarding the amount of proper rational adjustment in MLF. However, MCD has no policy of alternate site allotment under any conditions whatsoever. Further, in case the operation of said parking site is not feasible on any reasons whatsoever, the deposited security amount and any other surplus, after adjustments of all past dues of contractor as on date, shall be refunded to the contractor.
22	Penal Action	All the penal provisions of DMC Act, Bye-laws framed there under IPC, Cr. PC, orders/directions of the Courts of law and conditions of the contract. The Competent Authority shall have the right to debar the Parking contractor, suspend business with him for any period or debar him from future contracts and/or black-list him. The decision of the Competent Authority shall be final and binding to all. In case of violations of any of the terms and conditions of the contract, the contract can be cancelled/terminated and the MCD shall be at liberty to resume possession of Parking sites without any notice to the contractor for breach of the terms and conditions of allotment and the contractor shall have no right to remove any fixture/fittings/other items provided by him in and around the Parking sites.
23	Termination of contract	The MCD reserves the right to terminate the contract for breach of any of the terms & conditions of allotment, after providing due opportunity of hearing, to the contractor. From the date of termination of contract, MCD reserves the right to either offer the parking to an Ex-Serviceman for temporarily running the site, or declare it a free parking site, till the finalization of new NIT, to safeguard municipal revenues and provide orderly services to the citizen.
24	Breach of Agreement, terms & conditions and restoration of contract	The MCD shall have the right to terminate the contract and forfeit Bank Guarantee/ security amount if the parking contractor commits breach of any of the terms and conditions of the E-Tender/guidelines/agreement, provisions contained in the DMC Act or the Bye-laws framed there under, or in case any fee, charge, tax or any other amount is not paid or for any other reason, the allotment shall be deemed to be terminated/cancelled/revoked. The Commissioner or any other officer authorized by him shall take over the parking site without any compensation whatsoever, besides forfeiting the security deposit(s)
25	Non Transfer of contractual rights	The parking contractor in whose name the parking site is allotted shall not transfer the same to any other parking contractor. No sub-letting will be allowed.
26	Blacklisting	The contractor, if at any time, found engaged in any kind of malpractices including default in payment of license fee regularly shall be liable to be blacklisted & in such an event his security amount/Performance guarantee/advance MLF and other deposits will be forfeited.
27	Guarantee	The contractor shall have to guarantee/indemnify against closure of the site, due to his fault or due to bankruptcy or for any other reasons not on the part of the department and in such an event, no compensation shall be payable to the contractor and the department shall be entitled to take over charge of the site in whatever stage it is, without any payment being made, whatsoever.


R. Kumar

Assistant Commissioner
Ramunative Project Cell, MCD

28	Damages	Any damage to the foot-path, tiles, curb-stones, central verge or any other ancillary structures, during operation of the parking sites, including supporting structures, shall be the sole responsibility of the contractor, which shall be made good by the contractor.
29	Maintenance of complaint book	The contractor shall have to maintain a Complaint Book at parking site to enable the aggrieved citizens to enter their complaints for periodical review by the RP Cell.
30	Precautions	The contractor shall take all precautions to avoid any accidents during operation of the parking sites and due to electrical fittings. If any accident occurs during operation of the parking sites / fittings, the contractor shall be directly responsible for the damages or any other consequences, whatsoever and MCD shall be kept free of liabilities. Proper arrangement shall be made by the contractor to avoid any hindrance to the traffic during operation of the parking sites. Diversion of traffic, if required, shall be arranged by the contractor as per traffic police requirements.
31	Remission	No remission shall be allowed in general except otherwise mentioned in the E-Tender documents. However, in exception circumstances involving natural calamity/national/state causes which may occur beyond control of any person MCD may consider the request on case to case basis on facts and circumstances subject to verification/confirmation by the concerned department. This shall be in extraordinary circumstances. The decision of competent authority in this regard shall be final and binding upon all. The intending E-Tenderer shall inspect the description of the parking site, before submitting E-Tenders and may obtain clarification, if any, before submission of the E-Tender. No objection/grievance/dispute in this behalf shall be entertained subsequent to submission of the E-Tender. Also no remission in license fee will be given, in this regard. The remission can be allowed by the Competent Authority in exceptional circumstance involving natural calamity occurred beyond control of any person or keeping parking site closed as per approval of Competent authority of MCD/ Delhi Police not below the rank of Director and Deputy Commissioner of police respectively. The Competent Authority, MCD would consider remission of such cases on case to case basis subject to condition that full MLF be paid by the allottee well in time not withstanding any claims of remission/refund, verification confirmation by the concerned department/officer and submission of soft record of CCTV camera.
32	Third party monitoring	MCD reserves its right to appoint / engage a third party for the monitoring of the parking sites. In that case, the expenses will be borne equally by the contractor and the MCD i.e. 50% each.
33	Service Tax, GST, TCS, Stamp Duty and other taxes	Service Tax, GST & TCS, as applicable rates and Stamp Duty (If levied) and all other taxes shall be payable by the contractor directly to the concerned authorities.
34	Competent Authority	For the purpose of this contract, Commissioner, MCD, or any other officer, authorized by him, shall be the competent authority and his / her decision shall be final and binding on the parties to the contract.
35	Jurisdiction of courts	All the matters arising out of the contract shall be within the jurisdiction of the Delhi Courts only.
36	Self Declaration	A self declaration has to be filed by H-1 bidder/contractor as per Annexure-10 on quarterly basis.

37	Recovery of dues including MLF	<p>In case of parking contractor fails to deposit his dues as per the conditions of the contract including the MLF or the advance cheques presented by him are not honoured by the issuing bank due to whatever reason, action under the relevant clause of the contract agreement shall be taken against him.</p> <p>Apart from any such action, the contractor shall be liable for initiation of the criminal proceedings under relevant clause of Cr. PC/IPC any other remedies available with the corporation under the law of the land. The charges payable by the contractor are also liable to be recovered as revenue due to MCD and recovery proceeding under relevant provision (s) of DMC Act shall be taken against defaulting contractor.</p>
38	Pollution under control (PUC) Centre	<p>After allotment of the parking site it is the sole responsibility of the contractor to establish the Pollution Under Control centre on the respective parking sites, as directed by the Hon'ble Minister of Environment & Forest, Govt. of NCT of Delhi, in the meeting held on 08.03.2016, as communicated by SE/DEMS/MCD vide his letter dated 08.03.2016.</p>
39	Cashless facility	<p>The contractor shall be bound to provide cashless/online payment facility to the Commuters.</p>

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



Assistant Commissioner
Ramunorative Project Cell, MCD

Format for Power of Attorney for Signing of Proposal

(On a Rs. 100 Stamp Paper duly attested by Notary Public)

POWER OF ATTORNEY

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorise 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 on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for Allotment of Authorised Parking Sites under the jurisdiction of MCD for submission to Municipal Corporation of Delhi, (hereinafter referred to as MCD) for consideration of MCD including signing and submission of all documents and providing information/responses in all matters in connection with our Proposal for the Project.

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

Dated this the _____ Day of _____ 2022

For _____
(Name and designation of the person(s)
signing on behalf of the Bidder)

Accepted

(Signature)
(Name, Title and Address of the Attorney)
Date: _____

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. In case the Proposal is signed by an authorised Director, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.



Assistant Commissioner
Ramunative Project Cell, MCD

Annexure-7

Information Board displaying mandatory information of parking site:

- A. The licensee shall display an illuminated glow-sign board (size 6 ft. X 4 ft.) at the entrance and exit points of the parking site showing prominently there upon the following details with one board in Hindi and other in English language or a single bilingual board in Hindi & English:-

(Iron angle with GI sheet, blue background with white letter and MCD logo, along with the map of parking site).

AUTHORIZED MCD CAR PARKING AT _____

NAME OF THE ZONE:- _____

- I. Name of licensee.
- II. Address & Tel. No.
- III. License No. & Date.....
- IV. Period of License from..... To.....
- V. Area Police Station with Tel. No.....
- VI. Parking Capacity & rates
Cars :
Two Wheelers:
Buses:
Others:
- VII. Area of the parking in sq. metres.....
- VIII. E-mail ID of the parking licensee.....
- IX. Site Map

NB:-

- In case of any difficulty/problem/complaint please contact the area police station and / or DC (RP Cell) MCD at 22nd Floor, Civic Centre, Minto Road, New Delhi-110002. Phone No. (011-23227212) or send e-mail to MCD at dc-rpccell@mcd.nic.in.
- Complaint Register / Box available with.....
- Vehicle parked beyond yellow line will be towed away by the Traffic Police or by the MCD treating it as encroachment on public land.

- B. Beside the display board, the parking contractor will be required to display a board at the conspicuous space at the parking lot carrying the following message and logo of the MCD, as per the design and colour as may be provided by the MCD:-

- "THIS PARKING LOT BELONGING TO MCD IS MAINTAINED BY _____ IN CASE OF ANY DEFICIENCY OR COMPLAINT, PLEASE CONTACT AT TELEPHONE NO. 011-23227505 OR SEND E MAIL TO MCD AT dc-rpccell@mcd.nic.in.

OR

PARKING LICENSEE AT

Address:

Email ID:

Mobile No.

- C. In case the parking is full, parking licensee shall provide a board at the entrance displaying '**PARKING IS FULL, KINDLY SEEK ALTERNATE PARKING**' at his own cost, in order to avoid any inconvenience to the intending visitors to the parking lot.
- D. The aforesaid display boards shall be placed at a location from where they are clearly visible to the general public. The height of the board from the ground shall be minimum 7 feet. Any violation of this condition shall be considered a major violation.

NAME AND SIGNATURE
OF AUTHORIZED SIGNATORY WITH SEAL



**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. 100/-	for 24 hours
		Rs.1200/-	Day pass (per month)
		Rs. 2000/-	Day & night pass (per month)
2	Two wheelers	Rs. 10/-	Per hour
		Rs. 50/-	for 24 hours
		Rs.600/-	Day pass (Per month)
		Rs. 1000/-	Day & night pass (Per month)
3	Buses/Truck/Other equivalent Vehicles	Rs. 80/-	0-2 hours
		Rs. 120/-	02-5 hours
		Rs. 300/-	05-10 hours
		Rs. 500/-	10-24 hours
		Rs. 9,900/-	Monthly Pass
4	Tempo/Auto/Other equivalent Vehicles	Rs. 60/-	0-2 hours
		Rs. 90/-	02-5 hours
		Rs. 200/-	05-10 hours
		Rs. 300/-	10-24 hours
		Rs. 6,000/-	Monthly Pass



Assistant Commissioner
Ramuneration Project Cell, MCD

Annexure-9
Details of payments to be deposited

SN	Nature of Payment	Amount	Description
1. (Clause No.15) of Annexure 5 (Terms and conditions)	Earnest Money Deposit* (At the time of submission of bid)	Equivalent to RMLF x 36 x 0.05 of Reserve Monthly License Fee (MLF) for each site	The Earnest Money is to be deposited in the form of NEFT/RTGS/c-payment.
2. (Clause No.16)	Security Deposit/Performance Guarantee (To be deposited by H-1 bidder at the time of acceptance of offer letter issued by RP Cell)	Equivalent to 3 times of bid amount quoted / negotiated by the H-1 bidder	Security Deposit/ Performance Guarantee of 3 months is to be deposited in the shape of Bank Guarantee / Demand Draft/ FDR. In case of Bank Guarantee/ FDR, the same may be deposited with validity of 63 months. In case of FDR, the original receipt to be submitted in the department.
3 (Clause No. 11, 12, 13 of Annexure-5)	Monthly License Fee(MLF) MLF of 04 months to be deposited in advance along with Security Deposit / Performance Guarantee. (To be deposited by H-1 bidder at the time of acceptance of offer letter issued by RP Cell). 02 Months Advance MLF will be adjusted against the first two months of License fees and 02 Months Advance MLF will be adjusted in the last two months of contract. Thus the license fee from the succeeding month shall be payable on or before last day of the preceding month.	Equivalent to bid amount i.e. MLF accepted by MCD	Monthly License Fees has to be deposited in the shape of Demand Draft / Bankers Cheque/ Pay order or through RTGS/NEFT in the MCD A/c. The H-1 bidder shall be required to deposit 60 post dated cheques against the Monthly License Fees payable by him. H-1 bidders are required to complete all the formalities viz. submission of Security Deposit/Bank Guarantee, Copy of the Agreement on Stamp paper of Rs. 100/-, Post Dated Cheques etc. within 7 working days from issue of Offer Letter to enable giving possession of the parking site on or before 7 working days (after completion of above formalities). The H-1 bidder has to take possession of the parking site on or before 7 working days after the completion of formalities. Even if the H-1 bidder does not turn up to take the possession of the parking site (after completion of formalities as above), they will be liable to pay MLF immediately from the 8 th working day.

*To be deposited separately for each parking site.

(Signature)

Assistant Commissioner
Ramunative Project Cell, MCD


Annexure-10

Format of Self Declaration/Status Report (To be submitted quarterly in RP Cell, MCD)

I, the Parking Contractor named _____, address _____ who is operating the parking site of _____ at MLF of Rs. _____ hereby submit the following declaration:

1. That I have complied with all mandatory requirements of maintaining parking site by installing the Information Boards at _____ No. of points having all contractual information as specified in Annexure-7 of NIT, yellow line is properly visible.
2. That I am maintaining CCTV unit and all the parking receipts are being issued by Hand held device.
3. That I have paid my MLF up to quarter ending on _____ RP Cell on _____ by DD No. _____ date _____ for an amount of Rs. _____.
4. That all my workers/parking attendants are verified and wear the requisite uniform.
5. That no overcharging is being done at my parking site.
6. That I have not sublet the parking site to anyone.

Name and signature of Authorized Signatory



Assistant Commissioner
Remunerative Project Cell, MCD

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

INDEMNITY BOND

This Indemnity Bond is executed on this _____ day of _____ by
Shri _____ s/o Shri _____ resident of _____
in favour of Commissioner, MCD,
Civic Centre, Minto Road, 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 MCD.

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

4. The executants undertakes to indemnify the Municipal Corporation of Delhi 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 MCD in respect of any of such
claim or claims.

EXECUTANT



Assistant Commissioner
Remunerative Project Cell, MCD

Format of Bank Guarantee

(To be issued by a Scheduled Bank in India)

B.G. No. _____ dated _____

This Deed of Guarantee executed at _____ by _____ (Name of Bank) having its Head/Registered office at _____ (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

In favour of

The Commissioner, Municipal Corporation of Delhi, (hereinafter called "MCD") having its office at (address), which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

WHEREAS

- A. M/s. _____ Ltd., a company incorporated under the provisions of the Companies Act, 1956 OR an Individual OR a partnership firm OR a Trust OR a proprietary firm OR a Society *[strike out whichever is not applicable]*, having its registered office/permanent address at _____ (hereinafter called "the Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns) have decided to bid for the Project _____ as per the Tender Document (RFP Document) relating to Allotment of Authorised Parking Sites under the jurisdiction of MCD.
- B. In terms of Annexure 9 of the Tender Document dated _____ issued in respect of the Project the Bidder is required to furnish to MCD an unconditional and irrevocable Bank Guarantee of Rs XXXXXX¹ (Rupees _____ only) as performance Security for the Project.
- C. The Guarantor has at the request of the Bidder and for valid consideration agreed to provide such Bank Guarantee being these presents:

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. The Guarantor, as primary obligor shall, without demur, pay to MCD an amount not exceeding Rs XXXXXX (Rupees _____ only), and immediately after receipt of a written demand from MCD calling upon the Guarantor to pay the said amount.
2. Any such demand made on the Guarantor by Officer of MCD on behalf of Commissioner, MCD shall be conclusive and absolute as regards the forfeiture of performance Security and the amount due and payable by the Guarantor under this Guarantee.
3. The above payment shall be made without any reference to the Bidder or any other person and irrespective of whether the claim of MCD is disputed by the Bidder or not.
4. This Guarantee shall be irrevocable and remain in full force for a period of (proposal validity period) from (date) _____ or for such extended period as may be mutually agreed between MCD and the Bidder and shall continue to be enforceable till all amounts under this Guarantee are paid.




Assistant Commissioner
Ramunorative Project Cell, MCD

5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder/the Guarantor or any absorption, merger or amalgamation of the Bidder/the Guarantor with any other person.
6. In order to give full effect to this Guarantee, MCD shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the NIT Document or other documents or by extension of time of performance of any obligations granted to the Bidder or postponement/non exercise/delayed exercise of any of its rights by MCD against the Bidder or any indulgence shown by MCD to the Bidder and the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise or omission on the part of MCD or any indulgence by MCD to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor.
7. The Bank Guarantee should have validity of 63 months from the date of issue of the same.
8. The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

Signed and Delivered by _____ Bank

by the hand of Mr _____
its _____ and authorized official.



Assistant Commissioner
Remunerative Project Cell, MCD
Remunerative Project Cell, MCD

Annexure-'13'

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

The Order of Preference for respective parking site/(s) applied for
(to be submitted on company's letter head)

S.No.	Sl No. of Parking site as per Annexure-1	Name of the Respective parking sites applied for
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

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



Assistant Commissioner
Ramuneration Project Cell, MCD

Scanned copies of layout/Map of the parking areas for allotment



Assistant Commissioner
Ramunorative Project Cell, MCD

ANNEXURE-15

FORMAT FOR AFFIDAVIT (To be submitted by all bidders)

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

I, _____ S/o _____ resident of _____, authorized signatory of M/s _____, Address _____ do hereby solemnly affirm that I have already conducted survey of the Parking Site(s) - _____ (Name(s) & Sl. No. of the parking site(s)) and made independent evaluation of potential of parking site and MCD will not be responsible for any financial losses on account of the field operation and current revenue administration. I/we have inspected the said sites under offer and are ready to take the site on 'as is where is basis' and have acquainted us with all the local conditions and parking site conditions at the said site.

Name & Signature

Deponent

VERIFICATION :

Verified at Delhi on this _____ day of _____, 2022 that the contents of the above affidavit are true to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

Name & Signature

Deponent



Assistant Commissioner
Remunerative Project Cell, MCD

SCHEDULE-A

**Basic Information about Bidder & Parking Site for which the Bid has been
Submitted
(to be submitted on company's letter head)**

1.	NAME OF THE ORGANISATION / INDIVIDUAL	
2.	CORRESPONDENCE ADDRESS INCLUDING PHONE & FAX NUMBER	
3.	CONTACT MOBILE NUMBER AND EMAIL ID	
4.	NAME OF PERSON(S) TO BE CONTACTED FOR CLARIFICATION	
5	PAN NUMBER OF THE BIDDER	
6.	TAN NUMBER OF THE BIDDER	
7.	ESI/EPF REGISTRATION DETAILS	
8	DETAILS OF THE BANK ACCOUNT/BANK, WHICH IS PROPOSED FOR DEALING WITH THE INSTANT PARKING PROJECT.	
9	PARKING SITE(S), ALONGWITH SRL NUMBER OF PARKING SITE AS PER ANNEXURE-1 FOR WHICH THE BID HAS BEEN SUBMITTED	
10	ANY OTHER DETAIL	

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

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



SCHEDULE – B:
(to be submitted on company's letter head)

DETAILS OF DOCUMENTS REQUIRED/SUBMITTED BY THE BIDDER			
Sl. No.	Document	Yes	No
1	Proof of constitution (a) In case of sole proprietorship, an affidavit executed before a 1 st class Magistrate that the applicant is the sole proprietor of the firm; (b) In case of partnership firm, submit copy of Registered partnership deed (c) In case of Private/Public Limited Company, submit Copy of Memorandum and Article of Association. (d) In case of society, submit registration with Registrar of societies.		
2	Photographs (i) Recent passport size photographs of the applicant/authorized signatory, to be affixed on the spaced provided for the purpose; (ii) Two self-signed recent passport size photographs of each of the partners/directors of the applicant firm/company, duly pasted on A-4 sheet.		
4	Proof of occupation of the office premises (i) In case of ownership, Conveyance deed or any other document of legal ownership of the firm/company; (ii) In case of tenancy, Rent/Lease Agreement with latest Rent Receipt along with copy of Pan number of Landlord or the lesser as the case may be.		
5	Proof of residence Copy of any of the documents of each of the proprietor/partners / directors of the applicant firm/company:- i) Aadhar card; ii) Passport; or iii) Driving License.		
6	Proof of financial soundness A. Copies of the following documents:- i) Income Tax Permanent Account No. (PAN) Card of all the proprietor/ partners/ directors and also of the company /firm; ii) Audited Financial Statement of the firm/ company for the preceding three financial years i.e. 2018-19, 2019-20, 2020-21 showing the annual turnover duly certified by the Chartered Accountant; iii) Audited Balance sheet of the firm/ company for the preceding three financial years i.e. 2018-19, 2019-20, 2020-21 showing the annual turnover duly certified by the Chartered Accountant; iv) Income Tax Returns of the firm/company for the preceding three financial years i.e. 2018-19, 2019-20, 2020-21.		
7	Proof of authorization In case of company/partnership firm, a Resolution duly passed by the board of directors/partners thereby authorizing the signatory to sign and submit the bid and other documents, required for the purpose.		

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



SCHEDULE - C
DETAILS OF STAKEHOLDER'S IN BUSINESS
(to be submitted on company's letter head)

S. No.	Name / Fathers Name	Designation	Age	Address	Landline / Mobile Number	Specimen Signature	PP Size Photo

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



Assistant Commissioner
Ramuneration Project Cell, MCD


SCHEDULE-D

DETAILS AND PROOF OF FINANCIAL CAPACITY
(to be submitted on company's letter head)

YEAR (FY)	Turnover**	Net Worth**	Profit/(Loss)**
2018-19			
2019-20			
2020-21			

(To be supported with the relevant document and due certification by the statutory auditor)

NAME AND SIGNATURE
OF AUTHORIZED SIGNATORY WITH SEAL



Assistant Commissioner
Ramuneration Project Cell, MCD