


F.No.17020/54/2018-SCD-VI/DANM
Government of India
Ministry of Social Justice and Empowerment
Department of Social Justice and Empowerment
(Dr.Ambedkar International Centre)

15, Janpath, New Delhi
Dated: 26 November 2018
Tel: 011-23477661

Sealed tenders are invited Forthe Mangement ofMulti-Level ParkingatDr.Ambedkar National Memorial (DANM)

Dr.Ambedkar National Memorial (DANM), Department of Social Justice & Empowerment, ministry of Social Justice & Empowerment, Government of India, invites bids for the Management of Multi-Level Parking at Dr.Ambedkar National Memorial (DANM) 26, Alipur Road , New Delhi .

S.No.	Items	Description
1.	Scope of work	Management of Multi-Level Parking Tender at DANM
2.	Availability of Bid document	The bid document can be downloaded from the websites: www.socialjustice.nic.in
3.	Starting date for downloading of tender and Bid submission	30 November 2018 at 10:00 a.m.
4.	Last date of downloading of tender and Bid submission	30 December 2018 at 12:00 Noon.
5.	Technical Bid opening	30 December 2018 at 03:00 p.m.
6.	Date & Time of financial bid opening	To be intimated to the technically qualified Tenderer
7.	Earnest Money Deposit	Rs. 2000/- in the form of Demand Draft drawn in favour of " PAO " Ministry of Social Justice & Empowerment, Payable at New Delhi.
8.	Address for communication and opening of bids	Director, Dr.Ambedkar International Centre, 15, Janpath, New Delhi


(Atul Dev Sarmah)
Director, DAIC

**Dr. Ambedkar International Centre (DAIC)
15, Janpath, New Delhi- 110001**

APPLICATION BY THE TENDERER FOR GRANT OF LICENSE FOR ONE YEAR FOR PARKING AT DR. AMBEDKAR NATIONAL MEMORIAL (DANM), 26, ALIPUR ROAD, DELHI.

Financial Bid

A. Particulars of the tenderer:-

1. Name in Block Letters

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2. Name of Father / Husband

.....

3. Age

4. Full Address (Resi)

.....

5. Addresses (Occupational)

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B. Particulars of Parking site:

Parking arrangements for cars – 52 cars

Parking arrangement for Scooters 50 nos.

C. Particulars of Tender:-

Amount of License fee (In figure per Annum).....

In words

Signature

Name

Telephone no.....

Address.....
.....

I / we the undersigned being the tenderer as mentioned above, hereby apply to the DANM for allotment of the Parking Site described above in accordance with the terms and conditions of the allotment by tender. I/We have read and understood terms and conditions of the tender and hereby unequivocally accept the same. I/We shall pay the license fee and furnish the required documents in the form prescribed in accordance with terms and conditions of tender.

I/We have inspected the Parking Site for which tender is being submitted.

I/We shall peacefully vacate the Parking Site as and when called upon by DANM to do so without demur.

Signature of Tenderer
Or on behalf of the applicant/ tenderer

Dated:
Place:

TERMS AND CONDITIONS OF TENDER FOR THE GRANT OF LICENSE FOR COLLECTING PARKING

Information for Bidders:

Contact value:	Rs. 1,00,000/- (One Lakh only)
Performance Security:	Rs.15,000/- (RupeesFifteen Thousand only)
EMD:	Rs. 2,000/- (Rupees Two Thousand only)
Technical Qualification:	MinimumRs. 5 lakh turn over for last three years.
Experience:	At least one year of experience of parking Management.

Documents to be enclosed with Bid:

- (i) Residential proof
- (ii) ESIC, EPF
- (iii) GST copy
- (iv) Pan Card
- (v) Aadhar Card

General Conditions

1. The tender document can be downloaded from <http://socialjustice.nic.in/> website of Ministry of Social Justice and Empowerment and www.eprocure.gov.in
2. Change in the constitution/shareholding license will not be allowed under anycircumstances.
3. The reserve price of parking tender has been kept Rs 1,00,000/- (RupeesOne Lakh only) plusservice tax/ Applicable Tax per month. Any tender with a bid lower than reserveprice shall not be considered under any circumstances.
4. The tender should be accompanied with a bank draft of Rs 5,000/- (Rupees Five Thousand only) as Earnest Money deposit in favour of PAO, Ministry of Social Justice & Empowerment, Payable at New Delhi.In case of successful tendererthis amount would be converted into interest free security deposit.
5. The tenderer shall also be required to attach copies of term deposit receipt orcopies of up to date pass book of any bank account he holds in his favour toenable the accepting authority to assess his financial status.
6. The tenderer is required to attach the residential proof, and GST copy with Tender Form.
7. In case the tenderer is running any other parking site on contract at present heis required to submit no dues certificate from the concerned local body /organization along with tender form, failing which he would stand disqualified.
8. Before giving tender, the intending tenderer may inspect the site and satisfyhimselfabout the location, area and its business prospect.

9. The tenderer should indicate his permanent account no. (PAN) and attach a photocopy along with the bid.
10. The taxes as applicable at the time of allotment or during the contract in force shall be payable by successful bidder.
11. That the persons employed by the tenderer shall at all times and for all purposes shall be the employees of the tenderer who shall alone be liable and responsible for payment of all kind of wages, salaries, remuneration and other benefits etc., to them without claim or reimbursement from DANM.
12. That it is responsibility of the tenderer to ensure that all persons deployed by it will be efficient, skilled, hones and conversant with nature of work.
13. That the tenderer shall make arrangement to issue identity cards to each of its staff, Supervisor for entry into the licensed premises. The identity cards shall be issued by the contractor at its cost. Security staff of the licensor shall be at liberty to exercise check on any of its staff, supervisors while entering the premises, during the work and while leaving from the premises.
14. That it shall be the responsibility of the tenderer to ensure that the character antecedents of such personnel deployed for work have been duly verified by the Police Authorities and shall produce such police verification on demand.
15. That the allotment is made on the license basis and the licensed premises including the building constructed thereon will be public premises with the meaning of public premise (eviction of un-authorized Occupant Act 1971 or such acts as may be in force from time to time in this behalf.
16. That the successful tenderer shall handover the vacant and peaceful possession of the licensed premises along with all the lands, building, fixtures and fittings to DANM on expiry, revocation/ termination of the license to be granted. If he fails to handover the peaceful possession of the premises or on expiry of termination / revocation of the license, the DANM has a right to charge damages for illegal use and occupation of the premises @ Rs. 5,000/- per day till such time the premises is vacated by the successful bidder.
17. That in case of any disputes the decision of DANM authorities shall be final and binding on both the parties.
18. That the successful bidder shall not employ person below the age of 18 years.
19. That the agreement can be terminated by either party by giving three- months-notice without assigning any reason thereof.
20. That the DANM shall continue to have all rights and control over the licensed premises as its licensor.

21. The tender document as well as the correspondence relating to the tender shall be read as part and parcel of the License Deed and all the commitments made there will be complied with by the successful bidder.
22. The monthly charges as mentioned in Parking Charges would be restricted to the successful bidder of DANM only.
23. That it is the liability of the successful bidder to pay any compensation to the tourist/ visitor or any other person or persons for any injury/ damages caused in the event of accident during the time of vehicle parked in the licensed premises. DANM shall not be liable to pay any compensation to the tourist / visitors/ or any persons(s) for any injury/ damages caused in the event of accident during the time vehicle parked in the parking site.
24. That the successful bidder shall keep DANM totally indemnified and harmless against all claims, damages, dues, payments, fines, penalties, demands compensations, liabilities and other losses etc. which may incur on account of non-compliance or violation of any statutory provisions or on account of accident, injury, loss or damages etc. to the vehicle or life of the tourist/ visitor on any account.
25. A proper record of the all the vehicles using parking lots shall be maintained by the successful bidder and produced for inspection to the competent authorities from time to time.
26. The successful bidder should obtain permission from the competent statutory authority, if required, and comply with all the requirements of law in force at the given time and also taxes if any, including service tax.
27. The successful bidder shall maintain the parking area and facilities in good and clean condition.
28. The parking area shall not be operational after the Memorial is closed and on public/general holidays.
29. Operator will maintain a register indicating the particulars of owner of the vehicle and the vehicle itself along with documentary proof and submit the copy of the same to the office of DANM on monthly basis. In case, at any point of time the parking is found more than the allowed number of vehicle, Rs. 5000/- (Rs. Five Thousand only) per car and Rs. 2,000/- (Two Thousand only) per two wheeler will be charged from the operator as penalty for that particular month in which the said discrepancy is found.
30. Under no circumstances, the successful bidder shall appoint any sub-contractor or sub-lease the contract. If it is found that the contractor/ successful bidder have Violated these conditions, the contract will be terminated forthwith without notice, by the authority that has approved the award of contract.
31. It will be the responsibility of the successful bidder to ensure that full payment is made to the workers as per the minimum wages or statutory wages/ rate fixed by

- the Govt. of NCT of Delhi and the Department will not be responsible for any lapses of the contractor in such matters.
32. The traffic guards/ supervisor will guide and help all the visitors/ persons in parking their vehicle properly as per the plan. Their duties will also include collection of parking charges from the visitors.
 33. In case single tender is received, the competent authorities of DANM reserve the right to accept/reject the single tender so received.
 34. The tenderer should bid the amount by considering its entire revenue potential. DANM 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 DANM without any kind of response to the successful bidder & he shall not be entitled to make any claim / remission on that account.
 35. That once demarcated area is fully occupied, the board indicating "PARKING IS FULL" is to be placed at entrance of parking by the successful bidder.
 36. The successful tenderer shall abide by all the rules and bye-laws of the statutory and regulatory bodies such as MCD, Delhi Govt and other authorities in the matter of running the business and keeping the site in Proper condition and also abide by the instructions as may be given by **DANM** from time to time.
 37. That the tenderer shall also pay the entire license or other fees or taxes including property tax payable to the Central/ State Government or Municipal or **local bodies or DANM concerned** in connection with the regulation/monitoring/management of the business of parking.
 38. Any damage to the parking site or any other ancillary structures, during operation of the parking sites, including supporting structures, shall be the sole responsibility of the contractor, which shall be made good by the contractor.
 39. Jurisdiction of Courts

All the matters arising out of the contract shall be within the jurisdiction of Delhi Courts only.

40. 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.

The proposal of the Applicant will not be considered, if he fails to fulfil the requirements/conditions mentioned below: -

- i. The Applicant who has earlier been debarred or black listed by state government or central government/departments/agency in India from participating in bidding process shall not be eligible to submit a proposal.
- ii. The Applicant should not be a defaulter with Delhi Government or Central government or any other entity.
- iii. If the Applicant has been issued any final show cause notice pertaining to any dispute with the Government and its status at the time of submitting tender.
- iv. No proceedings should be pending before any forum/tribunal/courts/commission. If so, nature and details of such dispute be stated specifically.
- v. Have failed to comply with request and demands made by the corporation in spite of final show cause notice issued to them.
- vi. Those agencies or its constituents whose assignments had been terminated in the past for default or breach of contract or violation of terms and conditions.
- vii. Non-disclosure of the information and or with holding of such information shall amount to disqualification in participation in the bid or tender of DANM.

Documents to be enclosed with BID:

- i. Details of EMD submission.
- ii. Letter of proposal submission.
- iii. Brief organization and experience.
- iv. Financial details in separate sealed cover.
- v. Audited Balance Sheet duly certified by Chartered Accountant.
- vi. Self-attested copy of the organization's PAN/TIN Number.
- vii. Self-attested copy of the company/firm/agency registration certificate.
- viii. ESIC Registration Number.
- ix. EPF Registration Number.
- x. GST Registration Number.

Tendering & Submission of Document

1. The accepting authority of tender may withdraw the Parking Site without assigning any reason from the tenderer at any stage.
2. The person whose tender is accepted by the Competent Authority shall not be permitted to withdraw his tender. If withdraws, EMD will be forfeited.
3. The competent authority shall be entitled to reject any tender without assigning any reason whatsoever and the decision of the competent authority in this regard shall be final and binding and shall not be called into question in any proceedings.
4. If the tender is not accepted by the competent authority the earnest money deposited at the time of tender shall be refunded to the tenderer without any interest.
5. While finalizing the tenders, the accepting authority may also at her/his discretion, form a panel (waiting list) from among the tenderers in accordance with the amount tendered by them. In case of failure of the successful of his tender or contract, as the case may be, would be well within his/ her right to allot the site to the next tenderer on the panel instead of re tendering it.
6. The accepting authority reserves the right to include or exclude the name of any intending tenderers on the panel. The decision of accepting authority shall be final and binding on the intending tenderers.
7. The allotment cum demand letter will be issued to the highest tenderer after acceptance of the tender by the competent authority and he would be required to deposit the license fee (advance) along with applicable service tax within 15 days of its issue of the demand letter. No interest is payable on this advance license fee. The advance license fee can be adjusted only against last three months license fee of the contract period, subject to no dispute of payment pending towards the tenderer.
8. In case the highest tenderer fails to pay license fee within 15 days from date of issue of allotment cum demand letter, the offer shall stand cancelled and the Earnest Money shall stand forfeited. The accepting authority then may allot the site to the next highest tenderer on the panel or to re auction/tender the parking site.
9. The successful bidder would be required to execute a license deed on a non judicial stamped paper worth Rs.100 with the DANM as per draft of agreement annexed, before taking over possession, and within 15 days of issue of allotment cum demand letter.
10. The license would be required to make payment of license fee in advance by post-dated cheques over the agreement period. In case of failure to deposit the license fee in time, interest @ 15% p.a will be charged from the due date of the deposit until the date of deposit. In case of delay up to 15 days, interest shall be payable for 15 days, and for delay more than 15 days (up to 30 days), interest payable shall be for one month. Further in case the license fee along with the interest due is not paid within 30 days of the dues date, the license shall be deemed to be cancelled. DANM reserves

the right to make deduction from the earnest money in case of failure of the licensee to comply with any provisions of the agreement/tender.

11. The license fee along with applicable service tax shall be due from the date of signing of the agreement or from the date of taking over of the Possession of Parking area by tenderer, whichever is earlier.

PARKING CHARGES

- a) The highest tenderer shall be entitled to charge the parking charges only in accordance to the schedule of rates which are as under:

S.No.	Type of vehicle	Rate in Rs for 2 hours.	Rate in each additional hour
1.	4 wheelers	30/-	30/-
2.	2 wheelers	10/-	10/-
3.	Audio Guide	50/-	-
4.	Audio instrument	10/-	-
5.	Videography	250/-	-

- a) He will display the above rates, his address and validity period of license on notice board at a conspicuous places at the sites of information of the public.
- b) The rates/charges and vehicular composition are subject to change/revision upwards and downwards as per direction of the authorized official of DANM.
- c) The agency will also enter the number of the vehicle and time of entry in the parking ticket and also in the stub maintained by him/her/themselves.
- d) The tenderer/ licensee shall have no right or interest in the licensed parking site and the legal possession of the parking site shall always continue to vest with the DANM.
1. The licensed parking sites shall not be used or permitted to be used for any other purpose. Whatsoever except parking of cars, scooters, cycles and for which authorization has been issued.
2. The use of the parking sites by the successful bidder will be subject to the following restrictions:
- That the site is not to be used for parking heavy vehicles like truck and tempos etc. unless permitted by DANM.
 - Arrangement for maintaining the parking site in a state of repair and lighting of the parking site are to be made by the successful bidder at his own costs.
 - The repairing and servicing of vehicles in the parking area will not be permitted.
 - The parking site will not be permitted to be used by hawkers, betel or cigarettes seller, cold drinks and tea vendors.
 - The successful bidder will quit the site peacefully after the expiry of license or on its cancellation.

- f. The successful bidder is required to maintain a complaint book at the site. The authorized representatives of DANM would be free to check this complaint book any time.
- g. The parking site will not be used permitted to be used for exhibition/display or any hording advertisement etc, and no indecent obnoxious or such other Activity as may cause nuisances/embarrassment to general public shall be carried or permitted to be carried in the parking site.
- h. The tenderer/ shall not induct any other person in the licensed parking site and not allow the same to be used by any other person.
- i. The tenderer shall abide by all the rules and bye laws of the MCD and of Government of Delhi, and other authorities in the matter of the business and keeping the site in proper condition. DANM officers/ officials will have free access to the parking site for the purpose of inspection.
- j. If the contractor receives enquiries from press/News/Media/radio/Television or other bodies/persons, the same shall be referred by the contractor to DANM immediately on receipt.

I have read and understood the above conditions and the same are accepted by me/us.

Signature of the applicant
His/her behalf of her
husband/wife/intending
Tender licensee above Name