दिल्ली मेट्रो रेल कॉरपोरेशन लिमिटेड
DELHI METRO RAIL CORPORATION LTD.

QUOTATION DOCUMENT
[OPQ-01/2023]

Licensing of Parking Rights at various Delhi Metro Stations

DELHI METRO RAIL CORPORATION LTD.
4thFLOOR, B-WING, METRO BHAWAN,
FIRE BRIGADE LANE, BARAKHAMBA ROAD,
NEW DELHI-110001

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Licensing of Parking Rights at various Delhi Metro Stations

A. TECHNICAL PACKAGE

DELHI METRO RAIL CORPORATION LTD.
4thFLOOR, B-WING, METRO BHAWAN,
FIRE BRIGADE LANE, BARAKHAMBA ROAD,
NEW DELHI-110001

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DELHI METRO RAIL CORPORATION LTD.

Licensing of Parking Rights at various Delhi Metro Stations

NOTICE INVITING QUOTATION (NIQ)

DELHI METRO RAIL CORPORATION LTD.
4thFLOOR, B-WING, METRO BHAWAN,
FIRE BRIGADE LANE, BARAKHAMBA ROAD,
NEW DELHI-110001

ABBREVIATIONS

S/N	ABBREVIATION	FULL FORM
1.	BOQ	Bill of Quantities
2.	CCTV	Closed Circuit Television
3.	CVO	Chief Vigilance Officer
4.	DD	Demand Draft
5.	DMRC	Delhi Metro Rail Corporation
6.	ECS	Equivalent Car Space
7.	FOQ	Form of Quotation
8.	GM	General Manager
9.	GST	Goods and Services Tax
10.	IFSD	Interest Free Security Deposit
11.	ITB	Instructions to Bidders
12.	LOA	Letter of Acceptance
13.	MLF	Monthly License Fee
14.	MOU	Memorandum of Understanding
15.	NCR	National Capital Region
16.	NIQ	Notice Inviting Quotation
17.	O&M	Operations and Maintenance
18.	PO	Pay Order
19.	SQM	Square Meter
20.	TCS	Tax Collected at Source

DISCLAIMER

1. This Quotation document for "Licensing of Parking Rights at various Delhi Metro Stations" contains brief information about the available Parking lots, eligibility criteria and the selection process for selecting the successful bidder. The purpose of the Quotation document is to provide information to the bidders to assist in the formulation of their Bid.

2. This Quotation document does not purport to contain all the information that each bidder may require to prepare his Bid. This Quotation document has been prepared with a view to provide the relevant information about the Parking area available at various Delhi Metro stations. DMRC advises each bidder to conduct its own site visit, investigations and analysis and to satisfy themselves of the accuracy, reliability and completeness of the information in this Quotation document and to obtain independent advice from appropriate sources. DMRC, its employees and advisors make no representation or warranty and shall not be liable in any manner whatsoever as to the accuracy, reliability or completeness of the information provided in this Quotation document.

3. This Quotation document is neither an agreement nor an offer/invitation by DMRC to any bidder/party.

4. DMRC reserves the right to accept or reject any or all Bids without assigning any reasons, thereof. DMRC shall not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Bid.

PREAMBLE

1.0 INTRODUCTION

1.1 Delhi Metro network covers not only the length and breadth of National Capital Territory of Delhi but also certain areas of National Capital Region (NCR) and after completion of Phase-IV, DMRC network will further increase. With a view to facilitate metro commuters, "**PARK AND RIDE"** facility have been made available at the metro stations, wherever space is available for the purpose.

1.2 Parking facility have been made available at the Delhi Metro stations for the convenience of metro commuters, by outsourcing the services of parking management.

2.0 OBJECTIVES OF DMRC'S PARKING POLICY

2.1 The primary objective is to ensure that the Park & Ride facility at the metro stations, as far as possible, is patronized by metro commuters only. This will not only facilitate genuine metro commuters but also encourage others to use metro services if parking facility is made available to them.

2.2 One or more ECS to be earmarked with Signage for Persons with Disabilities. The identified space shall be near the entry gate of the Parking lot and /or any other convenient location within the Parking lot from where ramp for accessing station entrance / lift is nearest.

2.3 One of the objectives is to encourage digital payment of parking charges. The Licensee should steadily move towards digitalization for collection of Parking charges and at least one mode of digital payment shall be made available at all times.

2.4 Following facilities are to be provided in the Parking lot by Licensee: -

a. CCTV surveillance system
b. Electronic equipments like Handheld Terminal Machine, Point of Sale Machine etc. for collection of Parking charges
c. Safety and security arrangements
d. Display of Parking rates
e. Display of DMRC helpline number and other important helpline numbers
f. Display of Parking occupancy status (preferably in digital form)
g. Parking area cleaning arrangements

NOTICE INVITING QUOTATION

1.0 GENERAL

1.1 DMRC invites Open Quotation through offline mode in two-packet system (i.e. Technical Package and Financial Package) from eligible agencies who fulfill the qualification criteria as stipulated in **Clause1.2 of NIQ** for **"Licensing of Parking Rights at various Delhi Metro Stations".**

1.1.1 The key details of are as follows: -

a.	**Name of Work**	**Licensing of Parking Rights at various Delhi Metro stations viz. Palam, Uttam Nagar East (Lot-II), Vinobapuri, Uttam Nagar West, Dwarka, Jasola Vihar Shaheen Bagh and Rohini Sec-18,19 for a period of 6 (Six) Months (extendable by further 6 (Six) Months on sole discretion of DMRC including license fee)**
b.	**Quotation Security**	**Bidders shall submit an Undertaking for Quotation Security Declaration as per Appendix-6 of FOQ with the bid submission. If Undertaking for Quotation Security Declaration is not submitted or is not in the prescribed format then such Bids shall be considered ineligible and summarily rejected.**
c.	**Quotation Document available on website/ web link**	http://www.delhimetrorail.com/tender/Default.aspx **30.06.2023 to 07.07.2023** [up to **1500Hrs**] on above web link
d.	**Quotation submission Date and Time(Offline)**	**07.07.2023** [**From 1000 Hrs up to 1500 Hrs**]
e.	**Date & Time of opening of Technical Bid(Offline)**	**07.07.2023** at **1510 Hrs**
f.	**Date & Time of opening of Financial Bid(Offline)**	Will be informed later through email / SMS, after the evaluation of Technical Bids, only to those bidders who successfully qualify Technical Evaluation of the bids.
g.	**Stipulated date of Commencement of Work**	Actual Date of Handing over of Parking Lot [Tentative Date of commencement is as per Annexure-2 of ITB]
h.	**Time Period**	6 (Six) Months [extendable by further 6 (Six) Months on sole discretion of DMRC including license fee] from the date of handing over of Parking Lot.
i.	**Quotation Validity Period**	180 days from the date of submission of Bid [both days inclusive i.e. the date of submission of Bid and the last date of validity of Bid]
j.	**Authority inviting Quotation and for seeking clarifications on Quotation Document and submission of required documents (if any)**	**Office of the General Manager/Operations** Delhi Metro Rail Corporation Ltd., 4th Floor, B Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001
k.	**Place for submission and opening of Quotation**	

1.2 QUALIFICATION CRITERIA

1.2.1 Eligible Applicant

i) For the purpose of eligibility of an Applicant, Eligibility Criteria is as under: -

a. **Existing Agency**

Agency which at the present is directly allotted and operating the commuter Parking site awarded through Quotation / Tender by DMRC or has completed the work of commuter Parking operations of DMRC(allotted directly)within a period of six months from the date of issue of this NIQ by DMRC.

b. **Non Existing Agency**
Agency which has successfully completed (directly allotted) at least one work of minimum duration of 06 Months of operations of any Parking area in Delhi/NCR allotted by Central Govt./State Govt./PSU/Any Metro Organization(100% owned by Govt.)/Civic Body, in the last 5 Years [ending on last day of the month previous to the month of Bid submission]. Portion of successfully completed ongoing work of parking operations shall also be considered for determining the eligibility.

ii) Bid for this work will be considered only from those Bidders (i.e. Proprietorship Firms, Partnership Firms, Companies registered under the Companies Act, 1956/2013, each having their registered office in India) who fulfill the requisite eligibility criteria prescribed in above Clause 1.2.

iii) Bidders may participate and bid in any one or more than one or all of the Parking sites for which the Bid(s) is/are invited. However, bidder shall submit only one bid for a single/particular site. If a Bidder who submits more than one bid for a single/ particular site then all the bids submitted by that bidder for that particular site will be summarily rejected. A bidder having parking work experience in the capacity of a sub-contractor is not eligible to participate in the bid.

iv) Bidders shall not have conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders shall be considered to have conflict of interest affecting the bidding process with one or more parties in this bidding process, if
a. A bidder has been engaged by the Licensor to provide consulting Services for the preparation related to procurement for implementation of the project.
b. A bidder is any associates/affiliates (inclusive of parent firms) mentioned in sub paragraph (a) above or
c. A bidder lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting Services for the preparation related to procurement for an implementation of the project, if the personnel is/are involved in any capacity on the same project.
d. Constituent of one bidder is also a constituent of other bidders.

v) DMRC/ any other Metro Organization (100% owned by Govt.) / Ministry of Housing & Urban Affairs / Order of Ministry of Commerce applicable for all Ministries must not have banned business with the Bidder as on the date of submission of Quotation. The Bidder should submit undertaking to this effect in Appendix-3 of FOQ.

vi) Also no contract of the Bidder should have been rescinded / terminated by DMRC/ any other Metro Organization (100% owned by Govt.) after award in last 03 years ending on last day of the month previous to the month of Bid submission due to non-performance of the Bidder. The Bidder should submit undertaking to this effect in Appendix-3 of FOQ.

vii) If the Bidder does not meet the criteria stated in the Appendix-3 of FOQ, the Bidder shall be considered ineligible applicant for participation in Bid process.

viii) If there is any misrepresentations of facts with regard to undertaking submitted vide Appendix-3 of FOQ, the same will be considered "fraudulent practice" as defined in Clause 16 of GTC.

ix) Bidder must not have suffered bankruptcy/ insolvency during the last 5 years ending on last day of the month previous to the month of Bid submission. The Bidder should submit undertaking to this effect in the Appendix-3 of FOQ.

1.2.2 **Minimum Eligibility Criteria**

i) Requirements for Existing and Non-Existing agencies is enclosed at APPENDIX-5(A) & 5(B) of FOQ respectively.

ii) The Bidder shall submit Work Completion / Experience Certificate issued from the client clearly indicating the nature/scope of work, details of LOA, actual dates of start & completion of work and actual cost of work, depending upon Existing/Non Existing agency as described inAppendix-5(A) & 5(B) of FOQ.

iii) Work Completion / Experience Certificate on Client's letterhead clearly indicating the "nature of work i.e. Parking Operation/Management" duly signed and having stamp of Name & Designation of officer will only be considered for evaluation.

iv) Where a work is undertaken by a group, only that portion of the work which is undertaken by the concerned bidder / member should be indicated and the remaining work done by other members of the group be excluded. This is to be substantiated with documentary evidence (Work Completion / Experience Certificate).

v) The Bids submitted by the bidders, who do not qualify the minimum eligibility criteria stipulated in the Clauses herein above shall not be considered for further evaluation and will be rejected. The mere fact that the bidder is qualified in terms of above Minimum Eligibility Criteria shall not imply that their Bid shall automatically be accepted. The same should contain all technical data as required for consideration of Quotation prescribed in the ITB.

1.3 Quotation Document consists of the following: -

i) Notice Inviting Quotation
ii) Instructions to Bidders (Including Annexure)
iii) Form of Quotation (Including Appendices)
iv) General Terms and Conditions
v) Employer's Requirements
vi) Drawings/Layout of Parking sites
vii) Bill of Quantities/Pricing Document
viii) Addendum, if any.

1.4 DMRC reserves the right to accept or reject any or all Bids without assigning any reasons. No Bidder shall have any cause of action or claim against the DMRC for rejection of their Bids**.**

1.5 Quotation shall be valid for a period of 180 days (both days inclusive i.e. the date of submission of Bid and the last date of period of validity of Bid) from the date of submission of Bid.

1.6 Bids shall be submitted in the office of: -

GENEARAL MANAGER/OPERATIONS
DELHI METRO RAIL CORPORATION LTD.
4thFLOOR, B-WING,
METRO BHAWAN, FIRE BRIGADE LANE,
BARAKHAMBA ROAD, NEW DELHI-110001.

INSTRUCTIONS FOR OFFLINE SUBMISSION OF QUOTATION

1.0 GENERAL

1.1 The Quotation Document is uploaded on DMRC website at the following weblink: - http://www.delhimetrorail.com/tender/Default.aspx

1.2 The bidders are required to download the Quotation Document from the above weblink.

1.3 The bidders are advised to go through the Quotation Document carefully to understand the documents required to be submitted as part of the Bid and to submit duly filled hard copies of their Bids.

2.0 SUBMISSION OF BIDS

2.1 Bidder should submit hard copy of Technical package &Financial package (offline) on stipulated date and time at the address mentioned in Clause 1.6 of NIQ.

2.2 The bidder has to sign the required documents mentioned in the Quotation Document.

2.3 Technical package & Financial package is to be submitted separately in duly sealed envelopes and labeled as "Technical Package" & "Financial Package" respectively. Both sealed envelopes are to be placed in a single envelope duly sealed and labeled as "Licensing of Parking Rights at ……Metro Station(s) [Name of Metro Station(s)]" also indicating the name & address of the Bidder and to be submitted at the place / address given in Clause 1.6 of NIQ on prescribed date & time.

2.4 Bidders are advised to submit their Financial Bid in the format provided in the Quotation document and no other format is acceptable. If the BOQ is found to be modified / altered by the bidder, the bid shall be rejected.

2.5 Only BOQ is to be submitted with the Financial Bid and all other documents shall be submitted with the Technical Bid.

2.6 The Technical bids will be opened in the presence of Bidders (who choose to attend the Bid opening process) on the Quotation opening date mentioned in Clause 1.1.1(e) of NIQ.

2.7 Bidders shall submit an Undertaking for Quotation Security declaration as per Appendix-6 of FOQ with the Bid submission. If Undertaking for Quotation Security declaration is not submitted or is not in the prescribed format then such bids shall be considered ineligible and summarily rejected.

2.8 General Manager/Operations shall be the custodian of Quotation Documents submitted by participating bidders.

2.9 After evaluation of all Technical bids the qualified bidders will be informed through email/SMS about the date & time of opening of the Financial Bids.

3.0 ASSISTANCE TO BIDDERS

Any query related to the Quotation document and the terms and conditions contained therein shall be addressed to the Quotation Inviting Authority mentioned in Clause 1.1.1(j) of NIQ.

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DELHI METRO RAIL CORPORATION LTD.

Licensing of Parking Rights at various Delhi Metro Stations

INSTRUCTIONS TO BIDDERS
[ITB]

DELHI METRO RAIL CORPORATION LTD.
4thFLOOR, B-WING, METRO BHAWAN,
FIRE BRIGADE LANE, BARAKHAMBA ROAD,
NEW DELHI-110001

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INSTRUCTIONS TO BIDDERS [ITB]

A. GENERAL

A1 General Description of the Work

This contract is for the work of "Licensing of Parking Rights at various Delhi Metro Stations".

A2 Eligible Bidder

As defined in 1.2.1 i) of Notice Inviting Quotation [NIQ].

A3 Qualification of Bidder

A3.1 Bidder shall submit a duly notarized written Power of Attorney[PoA] authorising the signatory(ies) of the Bid to commit the bidder along with Board Resolution confirming authority on persons issuing the Power of Attorney for such actions. In case of Partnership Firm, duly notarized Power of Attorney and Resolution for each partner of the partnership firm shall be submitted.

A3.2 Canvassing or offer of an advantage or any other inducement by any person with a view to influence acceptance of Bid will be an offence under applicable laws of India. Such action will result in rejection of the Bid, in addition to other punitive measures.

A3.3 The Bidder or any of his associates should not have been engaged in any fraudulent and corrupt practices.

A4 One Bid per Bidder for each Site

A Bidder shall submit only one bid either individually or as a partner in partnership for a particular Parking site. If a bidder who submits more than one Bid for a single/particular site either individually or as a partner in partnership, all the Bids submitted for that particular site by that bidder shall be considered invalid and summarily rejected. Moreover, bidder may participate either individually or as a partner in partnership and bid in any one or more than one or all of the Parking sites for which the Quotation(s) is/are invited.

A5 Site Visit

A5.1 Bidders are advised to visit and examine the Parking Site(s) and its surroundings and obtain all information that may be necessary for preparing the Quotation/Bid for entering into a contract with DMRC for the proposed work. The costs of visiting the site(s) shall be borne by the Bidder. It shall be deemed that Bidder has undertaken a visit to the Parking Site(s) and is aware of the site conditions prior to the submission of the Bid. No claim/dispute raised on this account shall be entertained.

A5.2 Bidder(s) and any of their representative will be granted permission by DMRC to enter upon its premises and lands for the purpose of such site visit, but only upon the express condition that the Bidder and their representatives, will release and indemnify DMRC and its representative from and against all liability(ies) in respect thereof and will be responsible for fatality or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the site visit.

B. Quotation Document

B1 Contents of Quotation Document

B1.1 The contents of the Quotation document for inviting Quotations for **"Licensing of Parking Rights at various Metro Stations"** are as follows:-

i. Notice Inviting Quotation
ii. Instructions to Bidders (Including Annexure)
iii. Form of Quotation (Including Appendices)
iv. General Terms and Conditions
v. Employer's Requirements
vi. Drawings/Layout of Parking sites

vii. Bill of Quantities/Pricing Document
viii. Addendum, if any;

B1.2 The Bidder is expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of the Quotation document will be at the Bidder's own risk& responsibility. The Bids, which are not substantially responsive to the requirements of the Quotation document, will be rejected.

B1.3 The Bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Quotation Documents.

B1.4 The accuracy and reliability of the documents and reports referred to herein above or any other information supplied, prepared or commissioned at any time by DMRC or its representative in connection with the quotation document is not warranted. The Bidders should visit, examine and assess the concerned site including working conditions and will be deemed to have satisfied himself of the risks and obligations under the contract.

B 2 Amendment to Quotation Document

B2.1 During the quotation period, DMRC may issue further instructions to Bidders or any modifications to existing Quotation document in the form of an addendum. Such an amendment in the form of addendum will be made available on DMRC web-link (https://www.delhimetrorail.com/tender/Default.aspx) to all prospective Bidders. The provisions in such addendum shall take priority and overriding effects over the relevant clauses of the Quotation document issued previously.

B2.2 The Bidder should note that there might be aspects of his Quotation and/or the evaluation documents submitted with the Bid that will necessitate discussion and clarification. It is intended that any aspect of the said evaluation documents and any amendments or clarifications, which may have contractual effect, will be incorporated into the contract either

i. by way of special terms and conditions to be prepared by DMRC and agreed in writing by the Bidder prior to and conditional upon acceptance of the quotation; or
ii. by the Bidder submitting, at the written request of the Employer, documents which are expressly stated to form part of the Quotation, whether requested before or after submission of the documents forming part of the Quotation, identified in paragraphs of Clause C2.3 (i) to C2.3 (v)of ITB below, and whether as supplements to, or amended versions of such documents. Save as aforesaid, all such amendments or verifications shall have contractual effect.

C. Preparation of Quotation

C1 Language

The Quotation document prepared by DMRC and all correspondence and documents relating to the Quotation exchanged between the Bidder and the DMRC shall be in English language. In case any document is in other language, it shall be accompanied by its English translation duly signed/certified by authorized signatory of bidder. The English version shall prevail in matters of interpretation.

C2 Documents Comprising the Quotation

C2.1 The Bidder shall, on the date and time given in the Notice Inviting Quotation, submit his Bid offline comprising the **Technical Package** and **Financial Package.**

i. **Technical package** of this submission shall contain the documents referred to in the subsequent Clauses C2.2 and C2.3 of ITB and all Annexure/Appendices of NIQ, ITB and FOQ and addendum, if any.
ii. **Financial package** of this submission shall contain BOQ/Pricing Document of the quotation document duly filled in and complete in all respects.

C2.2 The Bidder shall submit, with his Bid, following documents, duly completed, which in the event of acceptance of the Quotation shall form part of the Contract: -

i. Form of Quotation
ii. Appendix-1 to the Form of Quotation: Quotation Application Form
iii. Appendix-2 to the Form of Quotation: Undertaking for BOQ/ Pricing Document
iv. Appendix-3to the Form of Quotation: Affidavit
v. Appendix-4 to the Form of Quotation: Undertaking for Downloaded Quotation Document
vi. Appendix-5(A) & 5(B) to the Form of Quotation: Check List
vii. Appendix-6 to the Form of Quotation: Undertaking for Quotation Security Declaration.
viii. Appendix-7 to the Form of Quotation: Annual Turnover Certificate (Financial Data) duly certified by CA.
ix. All original Quotation documents issued by DMRC will form part of Technical Package except the BOQ/Pricing Document (Appendix-2 of FOQ) which shall be filled and submitted in Financial Package. Bidders should carefully read and note all the conditions and provisions mentioned in Quotation Document issued by DMRC and it shall be deemed that all the conditions and provisions of these documents have been included in their Bid submission and accepted by them. The Bid shall be submitted offline only.
x. Goods and Services Tax registration certificate as per Goods and Services Tax Act, 2017 in the state of Delhi/UP/Haryana (i.e. the place of supply of Goods and Services) and attested copy of PAN No. under Income Tax Act. If a Bidder is registered with appropriate Authorities for GST in the states other than Delhi/Uttar Pradesh/Haryana and intends to participate in this Quotation, such bidder can be permitted, provided he gives an undertaking to the fact that the bidder will get himself registered under the applicable GST Act, 2017,in the state of Delhi/ Haryana/Uttar Pradesh(i.e. the place of supply of Goods and Services),and shall submit GST registration number &Certificate during the course of issuance of Letter of Acceptance.

C2.3 The Bidder shall submit the documents with his Bid which are mentioned below from (i) to (v) inclusive. Such documents will be used for the purpose of evaluating and analyzing the Quotations but will not form part of the Contract unless the same have been expressly incorporated into the Contract.

i. Full details of ownership and control of the Bidder.
ii. Proof of residence or office address self-attested.
iii. Self-attested copy of PAN card of Bidder (individual/partnership firm/proprietorship firm) and copy of self-attested Aadhaar Card of individual.
iv. Any other documents which are requested in writing by DMRC before submission of the Bid but which are not to form part of the Contract.
v. The Bidder shall provide its or its authorized representative's contact no./ email(s) for communication. Any message given by DMRC officials on the contact no./ email(s) provided by the Bidder shall equally hold good as the information sent through registered letter. DMRC shall not be responsible for any communication delay. DMRC reserves its right to disqualify any offer if valid email(s) of the Bidder or its authorized representative are not provided.

The cost of stamp duty for the execution of Agreement will be borne by the Bidder as per rates fixed by the concerned State Governments. Bidder who gives wrong details, papers/information will be debarred for 3 (Three) Years for future participation in Parking Quotations/ Tenders in DMRC.

C2.4 Bidders shall quote all prices as per Clause 9 of GTC.

C3 Form of Quotation

The Form of Quotation shall be completed and signed by a duly authorized and empowered representative of the Bidder. If the Bidder comprises a partnership, the Form of Quotation shall be signed by a person who is duly authorized by each partner

in partnership. Signatures on the Form of Quotation shall be witnessed and dated. Copies of relevant Power of Attorney shall be attached.

C4 Currency of Quotation and Payment

The Bidder shall quote his offer in Indian Rupees only.

C5 Quotation Validity

The Quotation shall be valid for a period of 180 days (both days inclusive i.e. the date of submission of Quotation and the last date of validity of Quotation) from the date of submission of Quotation. In exceptional circumstances, prior to the expiry of the original Quotation validity period, the Licensor may extend the period of validity for a specified additional period. The request and responses thereto shall be made in writing or through email. A bidder agreeing to the request will not be required or permitted to modify his bid.

C6 Check List for Technical and Financial Bids

Bidder is required to ensure submittal of all the documents duly signed and sealed by the authorized representative(s). Checklist for confirming the submission of all documents is enclosed as APPENDIX-5(A) &5(B)of FOQ. The checklist is indicative and not exhaustive. The Bidders must go through the complete Quotation document and submit the required documents accordingly.

C7 Format and Signing of Quotation

C7.1 The Bidder shall prepare and submit their Quotation comprising of (but not limited to) documents described in Clause C2 of ITB.

C7.2 Copies of all documents, which are to be submitted shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clause A3.1 of ITB, as the case may be. All the pages of the Quotation, where entries or amendments have been made by the bidder, shall be initialed and dated by the person(s) signing the Quotation.

C7.3 Documents submitted in Quotation shall contain no alterations, omissions or additions, except those to comply with instructions issued by DMRC, or as necessary to correct errors made by the Bidder, in that case such corrections shall be initialed and dated by the person or persons signing the Quotation.

D Submission of Quotation

D1 Sealing and Marking of Quotation

Technical and Financial bids to be submitted separately in duly sealed envelopes and labeled as "Technical Package" and "Financial Package". Both sealed envelopes shall be put in a single sealed envelope and labeled as "Licensing of Parking rights at various Delhi Metro stations (Name of Metro Stations)" also indicating the name of the Bidder and to be submitted at the address given in Clause 1.6 of NIQ on prescribed date & time. The Licensor cannot take cognizance and shall not be responsible for any delay in submission of Quotation.

D1.1 The Licensor may, at his discretion, extend the deadline for submission of Quotation by issuing an addendum; in that case all rights and obligations of the Licensor and the Bidder previously subject to the original deadline will thereafter be subject to the deadline as extended.

D2 Late / Delayed Bid

D2.1 Submission of Bid shall be closed on the date & time of submission prescribed in NIQ and after that no Bid shall be accepted.

D2.2 It shall be the responsibility of the Bidder that his Bid shall be submitted before the deadline of submission. DMRC will not be responsible for any delay.

D3 Modification, Substitution and withdrawal of Bid

D3.1 Except where expressly permitted by these instructions, the Bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the documents prepared by the Licensor and submitted by the bidder with or as part of this Bid.

D3.2 No Quotation shall be allowed to be modified by the bidder after submission.

D3.3 Withdrawal of Bid during the interval between the submission of Bid and expiration of the period of Quotation validity specified in the FOQ shall result in actions as defined in Appendix-6 of FOQ.

E Bid Opening and Evaluation

E1 Bid Opening

E1.1 The Technical Packages of all Bidders shall be opened in the presence of representatives of Bidders (who choose to attend) on date & time as mentioned in Quotation Document in the office of the General Manager/Operations, DMRC Ltd., 4thFloor, B-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001. If such prescribed date for opening of Bid is subsequently declared as a Public Holiday by the Licensor, the next official working day shall be deemed as the date of submission and opening of Technical Package.

E1.2 The Financial Packages submitted by Bidders will be opened on a subsequent date after evaluation of Technical packages. Financial packages of only those Bidders whose submissions are found substantially responsive and technically compliant as per Clause E4 of ITB will be opened and the date and time of opening of Financial package shall be informed through email/Letter.

E2 Confidentiality of Quotation Information and Copyright

E2.1 Except the public opening of Quotations, information relating to the examination, evaluation and comparison of Quotations and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.

E2.2 Any effort by a Bidder to influence DMRC and its representatives in the process of examination, evaluation and comparison of Quotations and in decisions concerning award of contract, may result in the rejection of the Bidder's Quotation.

E3 Clarification of Quotation

To assist the examination, evaluation and comparison of Quotation, DMRC, at his discretion, may ask any bidder for clarification of his Bid and the response shall be in writing or by email, but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Licensor in the evaluation of Bid.

E4 Evaluation of Quotations

E4.1 **Evaluation of Technical Package**

Technical packages will be evaluated first which will cover following items:-

E4.1.1 **Evaluation of eligibility criteria**

This evaluation will be done to check if the Bidder qualifies the minimum eligibility criteria as laid down in Clause 1.2 of NIQ. Bidders, who do not qualify in the minimum eligibility criteria shall not be considered for further evaluation and shall be rejected.

E4.1.2 **Evaluation of Responsiveness**

The Licensor will determine whether each Quotation is substantially responsive to the requirements of the Quotation Document i.e. it conforms to all terms, conditions and specifications of the Quotation document. In case of any non-conformity, the Quotation shall be disqualified and rejected.

E4.1.3 **Evaluation of deviation**

No deviation in Quotation conditions will be accepted. Such Bid shall be treated as non-responsive and rejected.

E4.1.4 **Evaluation of Technical Proposal & other Technical Data**

The Licensor will evaluate the technical suitability and acceptability of the proposals as per the Quotation document. Where a Bidder's technical submittal has major inadequacies his Bid will be considered to be non-compliant and will be rejected.

E4.2 **Evaluation of Financial Package**

E4.2.1 Financial package of those Bidders shall only be opened and notified whose technical submission/bids are found eligible/compliant/responsive. The financial package shall be evaluated to determine the highest Bidder. In case, the evaluated financial offers/Bids of two or more technically qualified bidders are same and highest (i.e. H-1), then the Quotation would be awarded to the Bidder who has the higher / *highest* value of Average Annual turnover in the last 3 Financial Years (i.e. 2019-20,2020-21& 2021-22) as per the submissions. No consideration will be given to other bidder(s).

For this purpose the bidders shall be required to submit certificate in Appendix-7 of FOQ, duly attested by CA, mentioning the Average Annual turnover of the last 03 Financial Years (i.e. 2019-20, 2020-21& 2021-22). The certificate issued by CA shall have UDIN number.

E4.2.2 The evaluation of Financial packages by DMRC will take into account the following factors, in addition to the quoted amount: -

i. Arithmetical errors corrected by the Licensor.
ii. Such other factors of administrative nature as DMRC may consider to have potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.

E4.2.3 Evaluation of Financial offer will be based on total offered Monthly License Fee (excluding all taxes) for individual sites. Any alteration in BOQ will not be given any cognizance.

E5 Correction of Errors

E5.1 Bids determined to be technically acceptable after technical evaluation will be checked by DMRC for any arithmetical errors in computation and summation during Financial evaluation. Errors will be corrected by DMRC and in such cases having discrepancy between amounts written in figures and in words, the amount written in words will govern.

E5.2 If a Bidder does not accept the correction of errors as outlined above, his Bid will be rejected.

E6 Comparison of Quotations

Quotations will be compared in Indian Rupees (INR) only.

E7 Indigenisation

Bidders are encouraged to involve domestic firms in the Contract organization and procurement processes, if any.

F Award of Contract

F1 Award

Subject to below paragraph F2, DMRC will award the Contract to the Bidder whose Bid has been determined to be substantially responsive and compliant to the requirements contained in the Quotation Document as per above Clause C of ITB subject to the quoted amount is considered to be acceptable.

F2 DMRC's Right to Accept any Quotation and to Reject any or all Quotations

F2.1 DMRC is not bound to accept the highest or any Quotation and may at any time terminate the Quotation process without giving any notice/reason.

F2.2 It is noteworthy to the Bidder(s) that without prejudice to DMRC's other rights under the Contract, the Licensor may terminate the Contract in the event that the Bid is accepted but the Bidder fails to submit the Interest Free Security Deposit [Performance Security] or other specified documents, do not take the possession of the site as directed by DMRC or fails to execute the License Agreement as per Clause F4.

F3 Notification of Award

F3.1 The "Letter of Acceptance" will be sent in duplicate to the successful Bidder, who will return one copy to DMRC duly acknowledged and signed by the authorized signatory of the Bidder indicating their unconditional acceptance, within 03 days of receipt of the same.

F3.2 The Letter of Acceptance will constitute a part of the contract.

F3.3 No correspondence from unsuccessful Bidders will be entertained by DMRC.

F4 Signing of Agreement

F4.1 The Bidder should note that in the event of acceptance of the Bid, the Bidder will be required to execute the License Agreement. For this the Bidder shall submit two non-judicial stamp papers within 07 days of the receipt of Letter of Acceptance.

F4.2 The successful Bidder shall also submit Interest Free Security Deposit (IFSD) within a period of 07 days from the date of receipt of the Letter of Acceptance.

F4.3 In future, if DMRC orders to get the License Agreement registered in the Sub-Registrar Office then the entire incurred expenditure including cost of Stamp Paper & Government FEE etc. will have to be borne by the Contractor only and no remission will be allowed due to said circumstances.

G Interest Free Security Deposit [Performance Security]

G1 The Interest Free Security Deposit[Performance Security] required to be paid to DMRC which shall be equal to Two Months License FEE and shall be paid along with one month Advance License Fee preferably by e-Payment through NEFT/RTGS for credit to following Bank Account of DMRC. The IFSD [Performance Security]along with one month Advance License FEE [along with applicable GST and TCS]shall be furnished to DMRC within 7 (Seven) days of date of receipt of the Letter of Acceptance. In case successful bidder fails to submit the same as advised in the LOA within 7 (Seven) days, action will be initiated as per Appendix-6 of FOQ. In exceptional case if the delay in submission of IFSD [Performance Security]& one month advance License FEE up to 07 days is accepted by the competent authority at DMRC, in that case an interest @15% per annum shall be levied / charged for the period of 15 days on total payable amount.

G2 The required IFSD [Performance Security]as mentioned above shall be submitted in the following manner: -

i. e-Payment through NEFT/RTGS, the details of bank account of DMRC is as under: -

Bank Account No.	:	307801110050003
Account Name	:	DMRC Ltd, Property Business Account
Bank Name	:	Union Bank of India
Branch	:	F-14/15, Connaught Place, New Delhi-110001
IFSC Code	:	UBIN0530786

Immediately after the e-payment of IFSD [Performance Security] along with one month Advance License FEE and other due payments, Successful Bidder will have to submit details of e-payment to Licensor.

ii. By Pay Order/Demand Draft in favour of Delhi Metro Rail Corporation Ltd. payable at New Delhi and issued by/ from a Scheduled Commercial Bank based in India.

Successful Bidder is required to deposit Interest Free Security Deposit/any other amount required within stipulated time period as mentioned in LOA i.e. within 7 (Seven) days of date of receipt of LOA. In case successful bidder fails to submit the same as advised in the LOA within 7 (Seven) days, action will be initiated as per Appendix-6 of FOQ.

Failure of the successful Bidder to comply with the requirements of Clause F4 of ITB and Clause1 of GTC shall constitute sufficient grounds for the annulment of the award of contract and the action shall be initiated as per Appendix-6 of FOQ.

Annexure-1

INSTRUCTIONS TO BIDDERS
[Refer clause F4 of ITB]

(Agreement on non-judicial stamp paper of Rs.100/-)
FORM OF LICENSE AGREEMENT

This agreement made on the _____ Day of _____2023 at New Delhi between Delhi Metro Rail Corporation Ltd. (hereinafter called Licensor) incorporated under the Companies Act, 1956 having its registered office at Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi-110001, India, (which expression shall unless repugnant to the context mean and include its successors and assigns) of the First Party.

AND

_____(Name of the bidder) Resident of_____ (hereinafter called the Licensee) of the Second Party.

Whereas the Licensor is willing to grant the license for operating the Parking Site _____(Name of the Metro Station) in-accordance with the terms and conditions of allotment specified hereinafter.

AND

Whereas the Licensee has bid and applied for grant of a license for operating the_____ Metro Station Parking site having super area of _____ SQM, is willing to get license for the said metro Parking site, on payment of a monthly License Fee of Rs._____(in figures) Rs._____ (in words)plus GST&TCS payable in advance i.e. by the 10th of each English calendar Month.

AND

Whereas the Licensee has represented to the Licensor that the former is well equipped with and can make adequate arrangements for managing the Parking site at _____ Metro Station with the prior approval of the Licensor. The Licensee has agreed and is willing to pay & deposit with the Licensor, Interest Free Security Deposit equivalent to two months of License Fee quoted by the Licensee.

NOW therefore it is mutually agreed:-

1. In consideration of payment made to Licensorof Rs._____ (in figures)Rs. _____(in words) being equivalent to Two Months License Fee quoted by the Licensee as Interest Free Security Deposit received along with one month advance License Fee (along with GST and TCS) an amount of Rs. _____ received vide Demand Draft No. /RTGS _____.For due and proper performance and also willingness of the Licensee to pay Rs._____ (in figures)Rs._____ (in words) per month plus GST& TCS at applicable rates, as License FEE to Licensor for _____Metro Station Parking site, the Licensor grants the license to the Licensee and authorize him to use the said Parking site admeasuring Super Area of _____SQM as per schedule attached for a period of 6 months subject to the conditions hereinafter appearing.

2. The following documents shall be deemed to form part of and be read and construed as an integral part of this Agreement, viz: -
   (a) Notice Inviting Quotation

(b) Instructions to Bidders (Including Annexure)
(c) Form of Quotation (Including Appendices)
(d) General Terms and Conditions(Including Annexure)
(e) Employers Requirements
(f) Drawings/Layout of Parking sites
(g) Bill of Quantities/Pricing Documents
(h) Addendums, if any
(i) Letter of Acceptance dated _____

3. OBLIGATION OF THE LICENSEE

The Licensee shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Licensee shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Licensor fully indemnified against liability of tax, interest, penalty etc. of the Licensee in respect thereof, which may arise.

The staff/labour recruited by the Licensee for operating Parking lots will be the sole responsibility of the Licensee and DMRC will not be liable/ involved in it in any way. The staff / labour so recruited by the Licensee will not have any right whatsoever at any stage to claim employment in DMRC.

4. The Licensee unequivocally agrees to get the License Agreement registered at its own costs as and when required by Concerned Government Authority / DMRC.

5. JURISDICTION OF COURTS

The Courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.

In witness thereof the parties hereto have caused their respective signs to be here unto affixed the day and year first above written.

A true copy thereof signed by both the parties has been retained by the Licensee.

For Licensor	for Licensee
Delhi Metro Rail Corporation	
Witness	Witness
1.	1.
2.	2.

Annexure-2

INSTRUCTIONS TO BIDDERS

SCHEDULE OF PARKING SITE(S) AND SUPER AREA

The prospective Bidder is required to verify and satisfy himself/herself/ their self about the areas suitability before submission of the Bid. Area offered by DMRC is on the concept of "SUPER AREA". Super Area is the net area measured from wall to wall or within boundary of DMRC premises minus permitted deductions. However, if there is no wall on one or more sides then area would be measured from the actual line from which Parking starts. Area would be measured from end to end of Parking lot duly excluding areas utilized by DMRC for its permanent utility & any structure like Pump Room, Green Belt, raised Footpath/Pedestrian or Planter Kiosk (other than Porta-Cabin/Parking Attendant Room etc.) having height more than 150mm and dedicated fire tender route (if required as per site conditions).No deduction on any account shall be permitted after taking over of the site by agency except in case the area is taken over by DMRC for any activity.

S/N	Name of Metro station Parking site(s)	Approximate Super Area (SQM)	Stipulated date of commencement of work
1.	Palam	1827.12	Actual Date of Handover of Parking site(s)
2.	Uttam Nagar East (LOT-II)	876.44	
3.	Vinobapuri	273.12	
4.	Uttam Nagar West	1308.99	
5.	Dwarka	6971.41	
6.	Jasola Vihar Shaheen Bagh	3397.65	
7.	Rohini Sec-18, 19	3161.5	

Remarks: -

1. The Parking area is indicative. Feasibility of parking in the actual area available may be verified by the Bidder.

2. During the validity of License, DMRC may reduce the Parking area depending upon its requirements. In such a case, the License Fee shall be reduced proportionally on pro-rata basis subject to 10% variation as per Clause 8.2(c) of GTC. Similarly, in case Parking area is increased during currency of License, the rates for increased area shall be increased proportionally on pro-rata basis subject to 10% variation as per Clause 8.2(c) of GTC.

3. 60 SQM parking area just near to main Entry will have to be provided for first responder in view of security aspects during disaster period. No compensation /reduction in Licensee Fee on this account shall be entertained.

4. The names and spellings of stations may change and no compensation/claim will claim will be entertained on this account.

दिल्ली मेट्रो रेल कॉरपोरेशन लिमिटेड
DELHI METRO RAIL CORPORATION LTD.

Licensing of Parking Rights at various Delhi Metro Stations

FORM OF QUOTATION (FOQ)

DELHI METRO RAIL CORPORATION LTD.
4thFLOOR, B-WING, METRO BHAWAN,
FIRE BRIGADE LANE, BARAKHAMBA ROAD,
NEW DELHI-110001

FORM OF QUOTATION (FOQ)

To

The General Manager/Operations
Delhi Metro Rail Corporation Ltd.,
4th Floor, B-Wing, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road,
New Delhi-110001.

Name of Work: - Licensing of Parking Rights at various Delhi Metro Stations

1. Having visited& inspected the ..... [Name of Metro Station(s)] parking site(s) and examined the terms & conditions of **NIQ, ITB, FOQ, GTC, ER** and addendum (if any)including **BOQ** and the matter set out in **this Appendix** and having completed and prepared **Appendices-2, 3, 4, 5(A) / 5(B),6 and 7** herein. I/we, the undersigned, offer to operate the above mentioned Parking site(s)in conformity with the said Conditions of Quotation document and Addenda (if any) for the amount as quoted in BOQ (Financial Bid).

2. I/We undertake (jointly and severally)*

   2.1 To keep this Bid open for acceptance without unilaterally varying or amending its terms for the period stated in NIQ. (The withdrawal of any partner or any other change in the composition of the partnership on whose behalf this Quotation is submitted shall constitute a breach of this undertaking)*; and

   2.2 If our Bid is accepted, I/we will furnish Interest Free Security Deposit for the due performance. The amount and form of such security will be in accordance with General Term & Conditions; and

   2.3 To hold in confidence all documents and information whether technical or commercial supplied to us at any time by or on behalf of the DMRC in connection with this Quotation or with the above mentioned work and, without your written authority or as otherwise required by law, not to publish or otherwise disclose the same.

3. In case of withdrawal of Quotation before the validity period of quotation as mentioned in Clause 1.1.1 of NIQ, the action will be initiated as per Appendix-6 of FOQ.

4. Unless and until a formal Agreement is prepared and executed, this Bid document, along with written acceptance thereof, shall constitute a binding contract between us.

5. I/We understand that you are not bound to accept the highest or any Bid you may receive.

6. I/We declare that the submission of this Quotation confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any Services, or any other item of work related to the award and performance of this Contract. I/We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission has been, or will be, paid and that the quoted price does not include any such amount.

7. I/We acknowledge the right of the Licensor, if the Licensor finds to the contrary, to declare our Bid to be non-compliant and/or if the Bid has been awarded, to declare the Contract null and void.

8. This Bid shall be governed by and construed in all respects according to the laws for time being in force in India. The Courts at New Delhi will have exclusive jurisdiction in the matter.

9. I/We agree to abide by this Bid for a minimum period of 180 days from the date fixed for submitting the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.

10. I/We acknowledge that the Appendix forms/Annexure forms/addendum, if any; are an integral part of the Bid Document.

11. If our Bid is accepted we understand that we are to be held solely responsible for the due performance of the Contract.

Dated this……day of……(Month) of 2023.

Signature of Authorized Signatory……

Name……..…… in the capacity of ……..

duly authorized to sign Bid for and on behalf of……..……

Address (Office)……..……..

Witness-1

Signature ……
Name ……
Address ……
Occupation ……
Mobile No. ……..

Witness-2

Signature ……
Name ……
Address ……
Occupation ……
Mobile No. ……..

*** Note: -**

If the Bidder comprises a partnership: -

(a) The provisions marked with an asterisk are to be retained subject to deletion of the brackets and inapplicable descriptions (i.e. partnership).
(b) The liability of each partner under the Bid, and under any contract formed upon its acceptance, will be joint and several.
(c) An authorized representative of each partner must sign the Bid.
(d) Signature on the Form of Quotation shall be witnessed and dated.
(e) Copies of the relevant Power of Attorney shall be attached.

Appendix-1

FORM OF QUOTATION (FOQ)
QUOTATION APPLICATION FORM

NAME OF THE BIDDER : _____

ADDRESS (Correspondence) : _____

_____

To

The General Manager /Operations
Delhi Metro Rail Corporation Limited
4th Floor, B-Wing, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road,
New Delhi-110 001.

Dear Sir,

Sub: - Application for grant of License for 6 (Six) Months [extendable further by 6 (Six) Months on sole discretion of DMRC including license fee] for Parking rights at ……Delhi Metro station(s)

PARTICULARS OF BIDDER :

1.	Name of Authorized Signatory (in Block letters) ……	Please place your photo(s) with self-attestation.
2.	Name of Father/Husband ……	
3.	Age ……	
4.	Address (Residential) …… …… ……..……	
5.	Address (Official) …… …… ……..……	
6.	Landline No.……..Mobile No. ……..	
7.	Email Address of Bidder ……..	
8.	PAN of the Bidder ……..	
9.	GST Number of the Bidder ……..	

PARTICULARS OF AUTHORIZED PERSON OF THE BIDDER: (Mandatory)

1. Name of authorized Person ……..

2. Qualification ……..

3. Mobile No …… Landline No……

4. ID Proof of Authorized Person submitted Yes/No……

5. Email of Authorized person (for correspondence)……

1. I/We certify that, I/We have verified the site and find the same suitable for the purpose of Parking and am/are fully satisfied with the site conditions. I/We certify that I/We are also fully aware that the drawing/layout of the parking site attached with this document is tentative and I also agree that the allotted "Parking Area" will be jointly measured at the time of taking over of parking site(s) &variation, if any, in parking area is agreeable to me as per actual area for calculating Monthly License Fee pro-rata basis. I also agree that during the course of the contract there may be variation in the Parking area due to operational requirements and the same shall be acceptable to me at prevailing rates at the time of handover/takeover.

2. I/We the undersigned being the bidder as mentioned above, hereby apply to DMRC for allotment of the Parking site(s) described above in accordance with the terms and conditions of Quotation Document. I/ We have visited the Parking site(s)and are satisfied with the area mentioned in this Quotation Document and shall not raise any claim whatsoever on account of any deficiency in Parking site(s). I/We have read and understood terms and conditions of Quotation Document and hereby unequivocally accept the same. I/We have seen Parking site(s) and quoting the rates accordingly. I/We shall pay the License Fee and furnish the required documents in the prescribed form in accordance with terms and conditions of Quotation Document. I/We have inspected the Parking site(s) for which Quotation is being submitted and it is fully satisfactory and as per our requirement, even if it were to be modified at a later stage by the Licensor.

3. I/We agree to peacefully vacate the Parking site as and when called upon by DMRC to do so without demur. We also know that no compensation or claim on this account will be entertained.

Stamp with Name& Signature of Authorized Signatory

Dated: _____

Place: _____

Appendix-2

FORM OF QUOTATION (FOQ)

BILL OF QUANTITY / PRICING DOCUMENT

I/We, ……(name of the Bidder) hereby undertake that the Bill of Quantity duly completed/filled in all respects has been submitted by us in Financial Package.

Stamp with Name &Signature of Authorized Signatory

Date ……

Place……..

Appendix-3

FORM OF QUOTATION (FOQ)

(AFFIDAVIT ON A NON JUDICIAL STAMP PAPER OF Rs.100/-)
[DULY NOTARIZED]
(Ref. Clause 1.2.1 of NIQ & F4 of ITB)

1. I/We hereby confirm and declare that my/our firm/company M/s ..... has not been put on defaulter list by EPF/ESI/GST/Labour Deptt. etc. as on the date of Quotation submission.

2. I/We hereby confirm and declare that my/our firm/company M/s.....is /are not involved in any illegal activity and/or has not been charge-sheeted for any criminal act during last 5 years(ending on last day of the month previous to the month of Quotation submission).

3. We do hereby undertake that we have not suffered bankruptcy/insolvency during the last 5 years (ending on last day of the month previous to the month of Quotation submission).

4. We do hereby undertake that DMRC / any Metro organization (100% owned by Govt.),Ministry of Housing and Urban Affairs / Order of Ministry of Commerce, applicable for all Ministries has not banned business with us as on the date of Quotation submission. Also any work, executed individually/jointly or in a group has not been rescinded / terminated by DMRC / any Metro organization (100% owned by Govt.), after award of contract to us during last 3 years ending on last day of the month previous to the month of Quotation submission due to our non-performance.

5. We do undertake that in case of any such banning of business and/or termination of contract/work after date of Quotation submission upto date of finalization of this Quotation/Contract and applicable to us would also be informed to DMRC. In case at a later date the undertaking is found to be false/incorrect or the Bidder fails to inform DMRC in this regard, DMRC shall have the right to cancel the allotment/license and forfeit all payments made by the licensee including the Interest Free Security Deposit.

6. It is confirmed that we or any of our associates have not been engaged in any fraudulent and corrupt practice and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award or any payment which may be construed as an agency commission has been, or will be, paid and that the quoted price will not include any such amount.

7. I/We further undertake that in case any of the facts sworn in as mentioned above and any particulars mentioned in our Bid are found other-wise or incorrect or false at any stage, my/our firm/ company shall stand debarred from the present and future Quotations/Tenders of the DMRC for 2 (Two) years. Besides, DMRC shall be entitled to take all such actions as may be deemed fit under the provision of this Agreement as well as the applicable laws, including termination of contract, if awarded, without any claim for any compensation, damages, costs, etc. whatsoever on account of such premature closure of the contract.

8. I/We know that to swear a false affidavit is crime under the law and with such knowledge only I have swear this Affidavit.

(Signature of Authorized Signatory)

DEPONENT

Verified at ..... on.....that the contents of paras 1 to 8 of this affidavit are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.

(Signature of Authorized Signatory)
DEPONENT

(Signature & Seal of Notary)

Appendix-4

FORM OF QUOTATION (FOQ)

UNDERTAKING FOR DOWNLOADED QUOTATION DOCUMENT

We hereby confirm that, we have downloaded / read the complete set of Quotation document [addendum/ clarifications (if any)]along with the set of enclosures hosted on DMRC website i.e.www.delhimetrorail.com. We confirm that we have gone through the Quotation documents, addendums and clarifications (if any) for this work placed upto the date of opening of bids on the DMRC website/weblink i.e. http://www.delhimetrorail.com/tender/Default.aspx.We confirm our unconditional acceptance for the same and have considered for these in the submission of our Financial Bid.

Stamp with Name & Signature of Authorized signatory

Appendix-5(A)

FORM OF QUOTATION (FOQ)

CHECK LIST FOR TECHNICAL AND FINANCIAL SUBMISSION FOR EXISTING AGENCIES			
Open Quotation, in Two Bid System for Quotation OPQ-01/2023: "Licensing of Parking Rights at ..... Metro Stations"			
Name of the Firm/Bidder : M/s			
S/N	**ITEM**	**SUBMITTED**	
		YES	**NO**
CHECKLIST FOR TECHNICAL SUBMISSION			
Documents required to be submitted along with the Technical Package			
1	**Power of Attorney(fulfilling the below conditions)**		
a	Copy of POA/authorization in favour of authorized signatory of Bid [Quotation documents]		
b	Authorization in favour of signatory to the POA (i.e. Board Resolution/ MOU etc.)		
c	Submitted POA/ authorization contains specimen signature of Authorized Signatory of the Bidder		
d	Submitted POA is duly notarized and submitted copy of POA is attested		
2	**DOCUMENTS REQUIRED**		
2.1	Form of Quotation (FOQ) duly signed by Authorised signatory and also signed by witnesses		
2.2	Appendix-1 of FOQ		
2.3	Appendix-2 (Undertaking for submission of duly completed BOQ/ PRICING DOCUMENT)		
2.4	Appendix-3 to the Form of Quotation: Affidavit		
2.5	Appendix-4 of the Form of Quotation: Undertaking for Downloaded Quotation Document		
2.6	Appendix-5(A) of the Form of Quotation: Check List		
2.7	Appendix-6 of the Form of Quotation: undertaking for Quotation security Declaration		
3	**WORK EXPERIENCE & FINANCIAL DATA**		
3.1	Copies of LOAs issued by DMRC directly to the bidder		
3.2	Appendix-7 of FOQ : CA certificate for Average Annual Turnover of last 3 Financial Years (i.e. 2019-20,2020-21& 2021-22) certified by CA bearing UDIN number		
4	**ADDITIONAL REQUIREMENTS**		
4.1	PAN No. of the Bidder		
4.2	Self-attested Copy of the Goods and Service Tax registration certificate as per Goods and Services Tax Act, 2017 in the state of Delhi/Haryana/UP i.e. the place of supply of Goods and Services. Undertaking if GST No. is not from Delhi/Haryana/UP		
4.3	All pages have to serially numbered and signed by the authorised signatory		

5	**CHECK SHEET FOR FINANCIAL BID SUBMISSION**		
Documents required to be submitted with the Financial Bid			
5.1	Priced Bill of Quantities/ Pricing documents.		
Note: The check list is indicative and not exhaustive. The bidders must go through the complete Quotation documents and submit the required document accordingly.			

Note: -

a. All the above mentioned documents mentioned from serial number 1 to 4 shall be submitted in Technical Package.

b. Document mentioned at serial number 5 shall only be submitted in Financial Bid Package.

I have checked the above list with our submittal. I am also aware that if the Bid is not containing the above documents, our Bid is likely to be rejected.

Date:

Place:

Stamp with Name & Signature of Authorized signatory

APPENDIX-5(B)

FORM OF QUOTATION (FOQ)

CHECK LIST FOR TECHNICAL AND FINANCIAL SUBMISSION FOR NON EXISTING AGENCIES			
Open Quotation, in Two Bid System for Quotation OPQ-01/2023: "Licensing of Parking Rights at ..... Metro Stations"			
Name of the Firm/Bidder : M/s			
S/N	**Item**	**Submitted**	
		Yes	**No**
CHECKLISTFOR TECHNICAL SUBMISSION			
Documents required to be submitted along with the Technical Package			
1	**Power of Attorney(fulfilling the below conditions)**		
a	Copy of POA/Authorization in favour of authorized signatory of Bid [Quotation documents]		
b	Authorization in favour of signatory to the POA (i.e. Board Resolution/ MOU etc.		
c	Submitted POA/ authorization contains specimen signature of authorized signatory of the Bidder		
d	Submitted POA is duly notarized and submitted copy of POA is attested		
2	**DOCUMENTS REQUIRED**		
2.1	Form of Quotation (FOQ) duly signed by Authorised Signatory and also signed by witnesses		
2.2	Appendix-1 of FOQ		
2.3	Appendix-2 (Undertaking for submission of duly completed BOQ/ PRICING DOCUMENT)		
2.4	Appendix-3 of the FOQ: Affidavit		
2.5	Appendix-4 of the FOQ: Undertaking for Downloaded Quotation Document		
2.6	Appendix-5(B) of the FOQ: Check List		
2.7	Appendix-6 of the FOQ: Undertaking for Quotation Security Declaration		
3	**WORK EXPERIENCE & FINANCIAL DATA**		
3.1	Signed copy of Work Completion / Experience Certificate issued by client in support of their work		
3.2	Copy of LOAs in reference to above serial number 3.1		
3.3	Appendix-7 of FOQ: CA certificate for Average Annual Turnover of last 3 Financial Years (i.e. 2019-20,2020-21& 2021-22) certified by CA bearing UDIN number		
4	**ADDITIONAL REQUIREMENTS**		
4.1	PAN No. submitted by Bidder		
4.2	Self-attested Copy of the Goods and Service Tax registration certificate as per Goods and Services Tax Act, 2017in the state of Delhi/Haryana/UP i.e. the place of supply of Goods and Services/Undertaking if GST No. not from Delhi/ Haryana / UP		

4.3	All pages serially numbered and signed by the Authorised Signatory		
5	**CHECK SHEET FOR FINANCIAL SUBMISSION**		
Documents required to be submitted with the Financial Package			
5.1	Priced Bill of Quantities/Pricing document		
Note: The check list is indicative and not exhaustive. The bidders must go through the complete Quotation documents and submit the required document accordingly.			

Note:

a. All the above mentioned documents mentioned from serial number 1 to 4 shall be submitted in Technical Package.

b. Document mentioned at serial number 5 shall only be submitted in Financial Package.

I have checked the above list with our submittal. I am also aware that if the application is not containing the above documents, our application is likely to be rejected.

Stamp with Name & Signature of Authorized signatory

Date:

Place:

Appendix-6

FORM OF QUOTATION (FOQ)

UNDERTAKING FOR QUOTATION SECURITY DECLARATION

I/We, ... (Name of Bidder) hereby confirm that we are submitting the Quotation for Parking rights at various metro stations.

We do hereby undertake that in the following cases, we shall be debarred from participating in the re-Quotation/Tender of this work and also will be debarred from participating in any Tender / Quotation of DMRC for a period as specified in table below: -

S/N	Case	Period of ban*
1.	**a) if we resile or withdraw our Quotation during the period of Quotation evaluation before opening of Financial Package (in case of two package system); or**	**One Year**
2.	**a) if we resile or withdraw our Quotation during the period of Quotation evaluation in case of single package system ; or** **b) if we do not accept the correction of our Quotation price, in terms of Clause E5of ITB, during evaluation of Financial Proposal; or** **c) if, having been notified of the acceptance of our Tender/Quotation by DMRC during the period of Quotation validity, we** **i)fail or refuse to furnish the unconditional acceptance of LOA within the time limit specified in Clause F3.1 of ITB and/or** **ii) fail or refuse to furnish the Performance Security in accordance with Clause G of ITB** **iii) fail or refuse to enter into a Contract within the time limit specified in Clause F4 of ITB.**	**In all the cases Two years**

*** Period of ban shall be from the date of resile/withdrawal of this tender/Quotation or from date of issue of LOA, as the case may be.**

STAMP WITH NAME & SIGNATURE OF AUTHORISED SIGNATORY

Note: The undertaking shall be signed by authorized signatory of the Bidder.

Appendix-7

FORM OF QUOTATION (FOQ)
(Refer Clause E4.2.1of ITB)

FINANCIAL DATA
(Certificate of Charted Accountant on the Letterhead of Charted Accountant)

Applicant's Legal Name……Date……

Group Member's Legal Name……

We have verified the relevant statutory and other records of M/s_____ (Name of Bidder), and certify that the Cumulative Gross Turnover of M/s_____ (Name of Bidder) in the last 3 completed financial years is Rs…….

(Each Applicant or Member of a Partnership must fill separate Performa)

S/N	DESCRIPTION	Financial data for Last 3 Financial Years(in Indian Rupees)		
		2019-20	2020-21	2021-22
1.	Gross Annual Turnover			
2.	Average Annual Turnover in Last 3 Financial Years i.e. 2019-20, 2020-21& 2021-22			

Note:-This Appendix-7 of FOQ shall be duly certified by Chartered Accountant / Company Auditor in original under his signature, stamp and membership number. All the documents or certifications which are provided by CA after 1st July, 2019, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/certification and submitted to ICAI on its website which can be verified online on http://udin.icai.org/search-udin.

दिल्ली मेट्रो रेल कॉरपोरेशन लिमिटेड
DELHI METRO RAIL CORPORATION LTD.

"Licensing of Parking Rights at various Delhi Metro Stations"

General Terms and Conditions (GTC)

DELHI METRO RAIL CORPORATION LTD.
4thFLOOR, B-WING, METRO BHAWAN,
FIRE BRIGADE LANE, BARAKHAMBA ROAD,
NEW DELHI-110001

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GENERAL TERMS AND CONDITIONS [GTC]

1. General

1.1 The Licensee shall neither have right nor any other interest in the licensed Parking site and the legal possession and ownership of the Parking site, shall always continue to vest with the Licensor i.e. DMRC.

1.2 The Licensee shall abide by all the rules and bye-laws of the statutory and regulatory bodies such as Civic Authorities, State Administration and other authorities in the matter of running the business without any extra claim on this account to DMRC and keeping the site in proper condition and also abide by the instructions as may be given by DMRC from time to time. He shall also pay all municipal taxes/other local body taxes or Fee as due.

1.3 The Licensee shall execute the License Agreement with DMRC for this purpose and all expenses in this connection will be borne by Licensee.

1.4 That the Licensee shall have no right, title or interest in the premises licensed to him for managing and operating the metro Parking site nor shall he, be deemed to have exclusive possession thereof, except the permission to use the said site during the currency of the License Agreement and as per terms and conditions of this Agreement.

1.5 That the Licensee shall abide by all rules and regulations, orders and instructions that the Licensor may from time to time make or adopt or issue for the care, protection and administration of the station Parking site and the general welfare and comfort of DMRC commuters, employees and other connected persons.

1.6 That the overall control of the licensed Parking site and supervision of the Parking area shall remain vested with the Licensor, whose officers or authorized representative shall have access at all hours to the said premises or any part thereof.

1.7 The Licensee shall allow the authorized representatives of DMRC (Licensor) to enter upon the premises/Parking site in order to inspect and execute any repairs, additions or alterations at the site, check water and sanitary conditions or do renovations which may be found necessary from time to time.

1.8 That if Licensee allows credit to persons using the Parking site he will do so at his own risk and responsibility and the Licensor will have no obligation whatsoever in this regard and no request or claim for compensation from the Licensee shall be entertained on this account by the Licensor.

1.9 In case, the Successful Bidder fails to submit the IFSD [Performance Security] within a period of 7 days of receipt of LOA, the Successful Bidder may be debarred from participating in the Parking Quotations/Tenders for 2 years in DMRC or as approved by the competent authority at DMRC.

2. Parking Area

2.1 The schedule of Parking site(s), their tentative Super area and stipulated date of commencement of work is given in Annexure-2 of ITB.

2.2 The Parking drawings attached with Quotation documents are only indicative and the Bids are invited on "Super Area" concept. However, the Bidders are requested to visit Parking site(s) to have physical and actual verification of site regarding its suitability and proper assessment of scope of Parking area before submission of Quotation.

2.3 Super Area is area measured from wall to wall minus permitted deductions. However, if there is no wall on one or more sides then area would be measured from the actual line from where the Parking starts. Area would be measured from end to end of Parking lot duly excluding areas utilized by DMRC for its permanent utility & any structure like Pump Room, Green Belt, raised Footpath / Pedestrian or Planter Kiosk other than sentry post for Parking etc. having height more than 150 mm, dedicated fire tender route (if required as per site conditions).However if the Parking area is separate, no deduction will be allowed on account of dedicated fire tender route. The Bidder has to quote rates for super area. However, if Parking is found over this fire

tender route during inspection of DMRC official/Authorized representative even once in a month then Parking license fee will be charged on whole area for the complete month.

2.4 In no case reduction in area on any other account requested by Licensee shall be done.

2.5 Parking area, on similar concept, shall also be measured at the time of handover to the Parking contractor.

2.6 DMRC Ltd. may withdraw/change locations/ area of any of the Parking site(s), without assigning any reason from the Quotation/ Contract at any stage. DMRC may also allot additional, nearby/adjacent sites/ area if there is a demand for Parking, at Last Accepted Rate (Monthly License Fee) on pro-rata basis of the Parking lots in respect of which the additional area is allotted and to be taken over and Licensee must be ready to accept its allotment as per applicable terms and conditions for a specified period.

2.7 DMRC reserves the right to curtail the area of Parking at any point of time during the currency of License Agreement for any developmental work or any reasons whatsoever. No claim or compensation will be entertained on this account. However License Fee shall be adjusted as per **Clause No.8.2(c) of GTC**, if any.

2.8 There may be increase/decrease in the Parking area due to operational and other requirements and the same shall be accepted and honoured by Licensee without any claim.

2.9 If there is any dispute related to the area of Parking space, representation to this effect can be made only within 15 days from the date of handing over of the site by DMRC. After expiry of this period no request related to area will be entertained by DMRC.

2.10 After issuance of LOA, the Licensee has to take over full area as mentioned in Quotation document. No partial Parking area take over will be allowed without prior written approval of DMRC. If the same is done by the Licensee without approval of DMRC, the contract may be terminated by DMRC & IFSD will be forfeited.

3. Terms of Use of Parking Area

3.1 The Licensee may note that the Parking area has been essentially provided for the convenience of genuine Metro commuters. The Licensee will have to take all measures to ensure access to Parking space on priority to Metro users. In the event of shortage of Parking space, the bonafide Metro users will have overriding priority over any other user. DMRC will, from time to time, impose regulatory or control measures to ensure availability of Parking space to bonafide Metro users, and the Licensee will implement such procedures, rules & regulations. No claim or compensation etc. on this account will be entertained or considered by DMRC. In case it is established that the Licensee is not providing space to the bonafide Metro users, penalty may be imposed upon the Licensee in terms of **Clause-11.5 of GTC**.

3.2 That the Licensee shall not display or exhibit pictures, posters, statues or other articles, which are repugnant to the morals or are of indecent, immoral or of improper character. In case of breach on the part of the Licensee then the decision of the Licensor in this regard shall be conclusive and binding on the licensee and it shall not be a subject matter of dispute during the period of the contract.

3.3 That nothing herein contained shall be construed as conferring upon the Licensee any right, title or interest in respect of or over, in or upon the demised premises which is the property of the Licensor. That the dealing of the Licensee/ his employees with the commuters/ visitors shall be polite and courteous and they shall not indulge in any activity, which may cause harm to the reputation and interest of DMRC or its employees.

3.4 **Do's**

3.4.1 The Parking is primarily for metro commuters. However, other users may also be allowed to park their vehicles as per availability of parking space after satisfying the need of metro commuters.

3.4.2 Proper electronic and / or physical record of vehicles will be maintained by the contractor on daily basis. The details of all vehicles like time/date of entry/exit will be recorded.

3.4.3 Wherever offline mode of issuance of parking slips is implemented, the Licensee will arrange to record the time of entry and exit of the vehicle on the Parking ticket and on the counterfoil. The Licensee shall endeavour to procure and use automated handheld devices with printer for this purpose. A separate data shall also be maintained for date & entry/exit time of vehicles entering into the Parking lot. This data will be maintained by the Licensee for the entire period of the contract. In the same way record of monthly passes issued to the commuters will be maintained by the Licensee for the entire period of the Contract and it will be produced as and when required by any authorized representative of DMRC. Monthly passes shall normally be issued only to those Parking users who are having a valid metro smart card. Their Smart Card No. should be recorded by Licensee in the monthly passes slips and registers / database. However, Licensee may permit other users also if there is availability. For non-compliance of the same a suitable penalty shall be imposed under Clause11.5 of GTC.

3.4.4 The Licensee shall submit the report of revenue earned on monthly basis to nominated Dy.HOD/Operation by 10th of next month.

3.4.5 **Parking area for DMRC employees**
Minimum 5 ECS space [equivalent to 75 SQM] at ……metro station will be reserved for free Parking by DMRC staff to be managed by the parking staff of the licensee which may require to be extended upto 20% of the total Parking area.

3.4.6 The Licensee shall vacate the Parking site peacefully after the expiry of license or on its cancellation/termination by DMRC or surrender by the Licensee.

3.4.7 The Licensee should put up clear & legible signage and markings indicating direction towards exit & entry. Vehicles should be parked in an orderly manner and passages for vehicle movement should be made available within the Parking lot, at all times.

3.4.8 The Licensee will ensure that vehicles are parked in the demarcated area for Parking. No additional area to be encroached for Parking. The encroachment of unauthorized additional area in any part near the licensed area will attract penalty as per the provision of Clause 11.3 of GTC.

3.4.9 The Licensee will ensure display of updated emergency telephone numbers i.e. Fire Station, Police Station, Hospital, Ambulance, DMRC helpline, etc. He will liaison with concerned authorities for assistance during an emergency.

3.4.10 Once demarcated area is fully occupied, the board indicating "PARKING IS FULL" is to be placed at the entrance of Parking and Supervisor is to be given instructions to depute workman to suitably guide the approaching incoming vehicle.

3.4.11 One or more ECS is to be earmarked with signage for Persons with Disabilities. The identified space should be near to the entry gate of the Parking lot and / or any other convenient location within the Parking lot from where ramp for accessing station entrance / lift is nearest.

3.4.12 An advisory shall be displayed in the Parking lot duly intimating the customers that the unclaimed vehicles parked for more than 7 days may be handed over to the Police for further disposal of vehicle. The Parking contractor shall report to the Police about vehicles parked for more than 7 days and he shall be solely responsible for such vehicles. In case Police does not remove such vehicles, then such vehicles may be transferred to a specific identified location in the same Parking lot. Towing charges shall be borne by Parking agency. If the customer wants to retrieve vehicle, he/she shall be required to complete formalities, including payment of fine of Rs.500/- + actual towing charges incurred by Parking agency + actual cost of Parking charges for the

number of days for which the vehicle is left by the customer, before being allowed to collect back his vehicle from the Parking lot. There shall be no reduction in the Monthly License fee on this account. For non-compliance of the same a suitable penalty shall be imposed on the Licensee under Clause 11.5 of GTC.

3.4.13 In case occupancy of Parking is less and if the Licensee desires, then other facilities related to vehicle like air filling and Pollution Under Control (PUC)may be allowed with the prior written approval of DMRC provided that the facility has to created by the Licensee. However no rebate in license Fee would be allowed on this account. For this purpose Licensee will be required to submit a proposal along with plan which would be approved / rejected by DMRC within 30 days and facility shall be created at Licensee's cost.

3.4.14 Approval for contents of the Parking slips should be taken from the Office of nominated Dy.HOD / Operation of DMRC before taking over of Parking lot.

3.4.15 The electricity connection will be provided in the porta-cabin by DMRC through electric meter and it would be on payment basis as per actual usage.

3.4.16 It is instructed to display the following on Parking boards available at entry/exit of Parking sites: -

a) "Do not give vehicle key to Parking attendants".

b) "Parking agency is liable for safety and security of vehicles and to pay damages/compensation".

c) "The security and safety of items inside the vehicle will be at Owner's risk".

d) "DMRC will not be responsible for any damage/theft of vehicle in Parking".

3.5 **Don'ts**

3.5.1 The Parking site shall not be used for dumping used Goods, rubbish etc. or for storage of Goods etc. Refer table placed at Clause 11.3 of GTC vide S/N 6 for penalty amount for such violation.

3.5.2 Any unauthorized use of electricity will invite penalty and disconnection of power supply. Refer table placed at Clause 11.3 of GTC vide S/N 3 for penalty amount for such unauthorized use of electricity.

3.5.3 The Licensee shall not permit the use of the Parking site by hawkers, betel or cigarettes sellers, cold drinks and tea vendors, etc. Refer table placed at Clause 11.3 of GTC vide S/N 6 for penalty amount for such unauthorized usage of Parking site.

3.5.4 The Parking site will not be used or permitted to be used by the Licensee for exhibition/display or any hoarding advertisement etc. and no indecent obnoxious or such other activity as may cause nuisance/embarrassment to the general public. Refer table placed at Clause 11.3 of GTC vide S/N 6 for penalty amount for such unauthorized or irregular/improper activities.

3.5.5 The Licensee shall not induct any person in the licensed Parking site to sub-let/ sub-lease the Parking site and shall not allow the same to be used by any other person, in any manner whatsoever.

3.5.6 That the Licensee shall be responsible for all the damages or loss of the property of DMRC or the Parking customers due to reasons for which he or his employees are directly responsible and the Licensee shall be liable to make good any such loss. Any loss or damage that may be sustained by the Licensor except those due to normal wear and tear or such as be caused by storm, earthquake or any other natural calamities beyond his control shall be payable by the Licensee. The decision of the Licensor in regard to the extent and quantum of compensation if any to be paid shall be final and binding upon the Licensee.

3.5.7 That the premises allotted shall not be used for residential and cooking purposes. The Licensee shall not be permitted to utilize the premises for any other trade or business other than the authorized business of Parking in part or

otherwise during the period of his license at the respective metro Parking site. Refer table placed at Clause11.3 of GTC vide S/N 6 for penalty amount for such unauthorized or irregular/improper activities.

3.5.8 That the Licensee shall not keep any animal or any public convenience in or outside the licensed premises. Refer table placed at Clause11.3 of GTC vide S/N 6 for penalty amount for such unauthorized or irregular/improper activities.

3.5.9 The Licensee will not encroach upon common areas/ circulating areas or any other space, and restrict his operation to within the area of Parking site licensed to him. The Licensee shall ensure that no inconvenience / nuisance are caused to the Metro Commuters. Refer table placed at Clause 11.3 of GTC vide S/N 2 & 4 for penalty amount for such violation.

3.5.10 The licensed Parking site shall not be used or permitted to be used for any other purpose whatsoever except Parking of cars, scooters and cycles and for which authorization has been issued. Refer table placed at Clause 11.3 of GTC vide S/N 6 for penalty amount for such unauthorized or irregular/improper activities.

3.5.11 The Parking site is not to be used for heavy vehicles like truck, loaded tempos, material loaded autos, JCB, Generators, commercial vehicles used for transporting material etc. Light Public transport vehicles like Gramin-Sewa, e-rickshaws, taxis & autos maybe permitted by DMRC on case to case basis after ensuring commuters Parking requirements at a specific Parking site as a special case. In such cases applicable parking charges shall be that of 4-wheeler. Refer table placed at Clause 11.3 of GTC vide S/N 5 for penalty amount for such violation.

3.5.12 Bulk Parking of new vehicles of automobile showrooms will also not be permitted. For non compliance suitable penalty shall be imposed as per Clause11.5 of GTC.

3.5.13 A system of monitoring & regulating of restrictive clause (as above) will be put in place by DMRC.

4. Parking Staff/Attendant/Employees

4.1 Licensee will provide uniform, free of cost, to all his staff as per specifications mentioned in below paragraph 4.2.

4.2 The employee of the Licensee shall wear proper uniforms consisting of sky blue shirt / T-shirt and navy blue trouser with fluorescent jacket having Licensee Company's logo/agency name at all time and if there are any instance of violations of specified uniform code then same may be penalized as per Clause 11.3 of GTC vide S/N 7.

4.3 All Employees of Licensee shall be required to carry& display an Entry Permit Card, to be issued on submission of application in prescribed format along with fee for police verification and cost of Entry Permit Card(as prescribed from time to time) to Security Cell of DMRC working under Chief Security Commissioner/DMRC. The copy of antecedents of the employees working in the Parking area along with their photographs and fingerprint should be provided for Police verification. For the purpose of police verification and issue of Entry Permit Card of the employees of the Licensee, duly filled form is required to be submitted to Security Cell of DMRC by the Licensee within 20 days of issue of LOA. Temporary entry permit card for the period upto 10 days can be issued only once for each parking staff by concerned Station Manager.

4.4 Copy of Entry Permit Card issued to contractor after police verification should also be submitted in the Station Control Room of the concerned station.

4.5 The employees of the Licensee shall under no circumstances be construed as employees of DMRC, and the licensee will be fully responsible, liable and indemnifies DMRC against any claims whatsoever made by Licensee's employees in this regard. However the Licensee shall abide by the rules and notifications of Minimum Wages issued by the Delhi Government and Central Govt. from time to time.

4.6 That the Licensee shall at all time keep the Licensor indemnified against all claims which may be made under the "Employees Compensation Act, 1923"as amended from time to time, in respect of Licensee or any of his employees.

4.7 The Licensee should submit with Station Control Room of the concerned stations about the details of proposed Parking supervisors/attendants along with qualification, Mobile no., experience in Parking field and ID proof, to be employed at each Parking lot. Separate set of Manpower should be provided for different Parking lots. To ensure safety and security of men, materials & machinery, including parked vehicles no overtime for licensee's staff should be permitted. Separate set of manpower should be provided for different shifts (each shift shall be for eight hours duty period in a day). No personnel should be engaged for more than eight hours in a day.

4.8 A dedicated and experienced supervisor is required for each Parking site in addition to persons for managing the traffic within the Parking who can supervise the Parking in whole. Complete detail of respective supervisor / attendants should be submitted to the Station Control Room of concerned stations on the letter head of the Licensee.

4.9 Supervisor/representative will ensure the compliance of instructions given by the DMRC representative during inspection of Parking site. He is required to ensure availability of sufficient number of printed Parking slips with specified cost or zero value in case of failure of Digital mode or HHT.

4.10 Supervisor should be conversant with the Parking layout and understand the priority/sequence of placing vehicles in Parking lot. Similarly, for vehicles moving out of Parking area, he should be in a position to depute the worker and direct them how to guide vehicle drivers to park or to move out the vehicles in particular lot etc. without causing any damage to the parked vehicles.

4.11 The Licensee should make/arrange payment of salaries etc. through bank account to the Parking supervisors and attendants, who are employed by the Licensee.

4.12 The Licensee must strictly comply with the provisions of the Employees' Provident Funds and Miscellaneous Provision Act, 1952, the Employees State Insurance Act, 1948 and the Minimum Wages Act, 1948 as per prevalent Govt. orders and ensure timely payment **/** deposits under these Acts. Failure to comply with these Acts shall attract penalty as per contract provisions. Monthly performance and compliance certificate with regard to statutory compliances like payment of Minimum Wages, Labour laws, ESI, PF etc. along with a certificate of satisfactory work performance as per contract conditions is required to be submitted by the Licensee to the Licensor. Licensee shall indemnify DMRC against the compliances of EPF, ESI & Minimum Wages Act.

4.13 The Licensee must provide timely treatment to his sick/injured employees and also provide treatment and compensation as per the ESI Act.

4.14 Parking staff shall be well aware to use fire fighting equipments (like fire extinguishers, hose reel etc.).

4.15 The Licensee shall arrange his business in such a manner that he shall be in a position to cater to the needs of the commuters/ passengers. He shall employ/deploy sufficient number of employees and attendants for rendering quick and efficient Service to the persons/users/commuters.

5. Parking Charges

5.1 The Parking charges to be collected preferably through digital enabled payments modes. The Licensee shall be entitled to collect the Parking charges according to the schedule of rates which are as under: -

Type of vehicle	PARKING CHARGES (In Rs.)				Night charges (Extra) (00:00 hrs to 05:00 hrs)	
	Up to 6 Hours	Up to 12 Hours	More than 12 hrs. to upto 24 hrs.(night charges extra)	Monthly charges	Daily	Monthly
Car/SUV	Rs.30/-	Rs.50/-	Rs.60/-	Rs.1,200/-	Rs.60/-	Rs.1,200/-
2-Wheelers (Scooter, Motorbike.)	Rs.15/-	Rs.25/-	Rs.30/-	Rs.600/-	Rs.30/-	Rs.600/-
Cycle	Rs.5/-	Rs.5/-	Rs.10/-	Rs.70/-	Rs.10/-	Rs.70/-
Helmet charges Rs. 5/- flat per helmet upto 12 hours and Rs.10/- beyond 12 hours upto 24 hours						

5.2 Parking agency will have to exhibit Parking charges, Parking slabs, name and phone number of the agency painted on steel board with reflective paint at all entry/exit of Parking as approved by the DMRC.

5.3 Use of DMRC Smart Card for collection of parking charges - Whenever such a provision is made by DMRC, a discount of 10% shall be given on Parking charges to such commuter's who will use DMRC smart card for making payment & make an exit with their vehicles from the Parking lot within 60 minutes from the time of exit through Automatic fare collection gates of their last journey undertaken via the metro. However discount will not be available on advance monthly charges/monthly passes. Hand Held Terminals for issuing Parking receipts and providing discount to commuters, may be provided by DMRC.

5.4 Till such time the functionality of collection of Parking charges via DMRC Smart Cards/Common Mobility Cards is implemented, a Parking receipt is required to be issued by using HHT with Printers (Handheld terminal) to all the customers for every entry / exit of vehicle from the Parking lot. At the time of entry, the Parking receipt should display the receipt Sl. No., name of the station, name of the contractor, vehicle number, class of vehicle and date & time of entry, parking charges. At the time of exit, a Parking receipt should also reflect receipt Sl. No., the name of the station, name of the contractor, vehicle number, class of vehicle, time of entry exit and Parking charges collected from the customer. The Parking charges shall be collected at the time of exit only.

5.5 Parking revenue collected through contactless smart cards will be adjusted to contractors account on periodic basis. Modalities of which will be worked out & advised separately.

5.6 In order to increase the capacity utilization of certain Parking lots wherever usage is low, DMRC may authorize the contractor to give further discounts on the Parking rates to increase the usage and maximize the revenue. Such discount will be borne by Licensee only.

5.7 Parking shall be made available for the genuine metro commuters during the revenue hours (train running hours).

5.8 Licensee will arrange to keep helmets of passengers in safe custody for which he can charge an amount of Rs.5/- flat per helmet upto 12 hours and Rs.10/- beyond 12 hours upto 24 hours against issuance of receipt in printed form indicating rates for charging helmet. For any damage/ loss of helmet, Licensee will be responsible to compensate the passenger.

6. Tenure of License

6.1 The date of start of license shall be from the date of handing over of the site or from the date for taking over of the site mentioned in the letter of acceptance, whichever is earlier. The handing over could be done on any day of the month, not necessarily on the first of the month. In such case, the License Fee will be charged for remaining days of that month on pro rata basis.

6.2 The Licensee is required to take possession of the site from the date of actual handing over or from the date for taking over of the site as mentioned in the letter of acceptance whichever is earlier, on 'as is where is basis'.

6.3 In case the Licensee does not take full possession of the Parking site on the scheduled date as per the provision of this agreement without proper prior approval of the competent authority of DMRC in writing or as decided by the competent authority, then the Licensee Agreement may be terminated and Interest Free Security Deposit and the advance license Fee will be forfeited in favour of the licensor (DMRC) after adjustment of dues if any payable by the licensee to DMRC and no claim, compensation, or even correspondence will be entertained on this account.

6.4 The Licensee shall be granted license for a period of 6 months (extendable further by six months on sole discretion of DMRC including license fee, from the actual date of handing over of the Parking site or from the date for taking over of the site as

mentioned in the letter of acceptance, whichever is earlier subject to the terms and conditions of License Agreement and the conditions enumerated herein.

6.5 As contracts of ongoing various Parking lots are completing on different dates, Parking lots of this Quotation may be handed over in phases. License Fee will be charged on pro rata basis according to handed over area. Tenure of license period of Parking sites of this Quotation handed over subsequently shall be co-terminus with the completion of tenure of first handed over of Parking sites.

6.6 DMRC reserves the right to not grant extension without assigning any reason whatsoever. The Licensee voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration in case such extension is not granted.

7. Interest free Security Deposit: Refer Clause G of ITB.

8. License Fee &Variation in License Fee

8.1 License Fee

8.1.1 The Licensee will be required to make payment of the Monthly License Fee along with GST &TCS, in advance and penalty imposed,ifany, electricity charges & other dues as invoiced by DMRC on monthly basis by the 10th of every English calendar month which is the notified due date for payment every month. If 10th of the month falls on a holiday then the next working day will be considered as the notified due date.

8.1.2 In case of failure to deposit the License Fee and other dues i.e. penalty, GST, TCS before notified due date, interest @ 15% per annum will be levied/charged from the due date of the deposit until the date of payment of dues. No representation in this regard will be entertained. In case of delay up to 14 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.

8.1.3 In case License Fee is not paid on due date, a payment due notice will be issued to the contractor advising him to pay the dues within 10 days of the date of notice. In case dues are not paid within this notice period a termination notice may be served, immediately or at any time afterwards, to the Licensee giving him final notice to pay the entire outstanding dues within 15 days. In case the dues still remain outstanding/unpaid then keeping in view the interest of DMRC commuters, the competent authority may terminate the contract at any time by giving a final termination notice of 5 days and the contract will stand terminated at the expiry of such period. Further the interest free security deposit shall be forfeited to DMRC after adjustment of dues if any payable by the licensee to DMRC Ltd. The Licensee shall be debarred from participating in future DMRC Quotation for 2 (two) years.

8.1.4 Payment of dues will be made preferably in the form of e-payment NEFT/RTGS for credit of the following bank account of DMRC or else by, bank Demand Draft / PO in favour of DMRC Ltd, drawn on a scheduled commercial bank and payable at Delhi. **e-Payment through NEFT/RTGS, details of bank account of DMRC is as under.**

Name of Account:-DMRC Ltd. Property Business Account
Type of account: - Current Account
Bank Account No.: 307801110050003
Bank Name: Union Bank of India
Branch: F-14/15, Connaught Place, New Delhi-110001
IFSC Code: UBIN0530786.

8.1.5 Immediately after the Monthly License Fee (MLF) is paid and other due payments, the Licensee will have to submit details of the same to DMRC within 2 working days.

8.1.6 Cheque may be received exceptionally only in extreme exigencies on approval of the competent authority of DMRC, not below the rank of HOD. A penalty of Rs.5,000/- shall be imposed on licensee in case the cheque is dishonored along with interest of 15% per annum due to delay in encashment(from the date of submission of cheque to encashment). In addition action may be initiated under Negotiable Instruments

Act, 1881. Receipt of Cheque for payment made by Licensee to DMRC shall be issued subject to its realization.

8.1.7 That all or any of the powers vested in the license in respect of any grant, determinations, revocations, cancellations or restoration of this license or recovery of any dues in respect thereof or connected therewith shall also be exercised by the DMRC and the Licensee shall have no objection whatsoever in this respect.

8.1.8 That the Licensee is bound to comply with any systemic improvements as directed by DMRC from time to time during the period of the License.

8.1.9 If any payment or amount is due from the Licensee, it can be recovered from any other contracts of the Licensee in DMRC or from other Government organizations on request of DMRC. Licensee shall have no objection whatsoever in this request.

8.2 Variation in license fee

a. On account of the change in Parking charges & slabs of hourly charges and monthly pass:-

I. DMRC may modify the Parking charges & slabs for both daily & monthly users. DMRC reserves the right to revise the Parking charges during the currency of the License Agreement. In case of such revision the License Fee paid by the Licensee shall stand revised in the remaining period of the License.

II. The revision of monthly License Fee due to revision of Parking charges shall be calculated on weighted average method based on the following assumptions vis-a-vis the revision in Parking charges: -

i. Out of all vehicles parked at the station 40% will go to hourly rate and 60% will go to monthly pass.

ii. 35% of the Parking area is occupied by 4 wheelers, 60% by two wheelers & 5% by cycles.

III. The above assumptions are for the purpose of calculating revision of License Fee on account of revision of Parking charges.

Percentage change in Monthly License Dee due to revision of Parking charges =

{(0.35*C1+0.6*MB1+0.05*BC1)*40/100} + {(0.35*C2+.6*MB2+0.05*BC2)*60/100}

Where

C1 = Percentage avg increase in Parking charges in hourly slabs of 4 wheelers
C2 = Percentage avg increase in Parking charges in monthly pass of 4 wheelers
MB1= Percentage avg increase in Parking charges in hourly slabs of 2 wheelers
MB2= Percentage avg increase in Parking charges in monthly pass of 2 wheelers
BC1 = Percentage avg increase in Parking charges in hourly slabs of bicycles
BC2= Percentage avg increase in Parking charges in monthly pass of bicycles

IV. The factual position may differ from Parking to Parking hence Licensee will have no right or claim to dispute or challenge the above assumptions/decision of DMRC during the contract period.

b. Fraction/decimal will be rounded off to its nearest value for the convenience of financial transactions.

c. On Account of Increase or Decrease in Area:-

i) Variation up to 10% in Parking area (increase/decrease) either by way of development of new Parking lots or taking over certain area by DMRC for providing other utilities/convenience, operational exigencies/requirements or for carrying out any other developmental activity/work shall be allowed at a particular station. Monthly License Fee shall increase/decrease on pro rata basis, for such variations.

ii) For variation beyond 10% in Parking area, due to above reason (increase/reduction) may be made on mutually agreed terms & conditions/negotiated rate. Monthly License Fee could be higher (from pro rata License Fee) depending on mutual agreement of terms and conditions. In case of additional area with more than 10% variation, the Licensee will have no objection to this at any point of time.

iii) In case, any Parking area is used for installation of solar panels after the date of submission of Quotation, total Parking area utilized by solar panel foundations installed after Quotation submission shall be reduced on pro-rata basis and the License Fee will be reduced accordingly. No other claim on this account shall be entertained.

iv) Any variation in area will be jointly measured by DMRC along with Licensee's representative and its handing/taking over report shall be submitted in the office of nominated Dy.HOD/Operations immediately.

v) For such variation in area as mentioned in S/N i)&ii) of Clause 8.2c, monthly License Fee quoted against individual station Parking shall be considered.

9. Taxes and Statutory Duties

9.1 License Fee is exclusive of GST while Parking Charges are inclusive of GST i.e. GST shall be paid extra by the Licensee on License Fee while GST will not be charged on defined Parking Charges [refer Clause 5 of General Terms & Conditions (GTC)].The prevailing rate of GST is @18% w.e.f. 01.07.2017 which may vary time to time as per statuary orders.

10. Special Conditions of Parking Contract

10.1 The Licensee shall not object to any construction or similar activities related to it in or around the Parking site that is considered essential by DMRC. No addition, alteration or change shall be done by the licensee in/upon the licensed site without prior written permission of DMRC.

10.2 That the Licensee shall have no objection to DMRC granting any other license for similar facility at the premises of same or nearby Metro station where the Licensee is rendering such services. Also the Licensee shall not lodge any claim from/to DMRC or make it a subject matter of dispute with DMRC if any other Parking(s) are opened by the other civic authorities in the vicinity of DMRC Quotation Parking area.

10.3 That the Licensee shall not be entitled to allow any other person(s) to use the licensed premises on his behalf or to use any part thereof. In the event of the death of the Licensee or the Licensee becoming insolvent, or a partnership firm being dissolved, prior to the expiry of the defined period hereinafter as per the License Agreement, the License in the case of individual, sole proprietorship firm or a partnership firm, shall stand terminated automatically and the legal representatives of the Licensee shall not be entitled to use the premises. However with the explicit approval of the competent authority of Licensor the legal heirs or representatives may be permitted after discharging any liability that the Licensee may have incurred to DMRC, to remove the Goods and other equipment that may be found at the licensed premises. In case, the Goods are not claimed by the legal heirs/ representatives within 4 weeks of the date of demise of the Licensee, the Licensor may by public auction or any other means as deemed fit, dispose off the same. The Legal heirs will have no claim for compensation or damages from DMRC on this account.

10.4 Though DMRC will make all out efforts to handover the Parking site as soon as possible, but in case of unlikely event of delay in handing over the Parking lot for whatsoever reasons, the Licensee will not make any claim for compensation, damage etc. on this account.

10.5 That on the expiry of the period of license or on determination or revocation of the license under the terms and conditions of this agreement the Licensee have to remove all his belongings. Any belongings of the Licensee found in such licensed Parking site thereafter shall be liable to be disposed off through public auctions or

any other means as deemed fit unless claimed within 15 days of the expiry of the period of license or determination or revocation of the license as the case may be. The Licensor shall be entitled to appropriate out of the proceeds of such sale the amount due to the Licensor from the Licensee. The Licensee shall not have any claim for compensation on this account.

10.6 That in case, the licensed Parking site is damaged by any natural calamity or riot or civil disturbances etc. continuously for a period of 15 days or more so as to make it unfit for use by the Licensee, it shall be notified to the Licensor (DMRC) within 7 days of the occurrence and License Fee shall be waived off for unusable area for this applicable period.

10.7 If Parking area is permanently rendered unusable then DMRC may decide to foreclose the License Agreement. Final settlement will be done on merits, with the prior approval of the competent authority of DMRC. The license for Parking is non-transferable.

10.8 The Licensee will keep his representative at site during operative hours of Parking. The Licensee will only depute their regular personnel and supervisor for executing the work. It is further made clear that the Licensee cannot sublet the work in part or full to any other agency. If subletting is done the license will be terminated by the Licensor.

10.9 In case the Licensee refuses to accept the license for a particular Parking lot, the existing contracts with the Licensee may be terminated by the Licensor. In case the successful Bidder withdraws their offer after opening of Quotation without valid reason, the successful bidder may be debarred for participating in DMRC tenders / quotations for three years or as approved by the competent authority and IFSD will stand forfeited.

10.10 There may be instances where Parking sites are clubbed and Quotation is called in single lot. Subsequently on operational grounds or otherwise, DMRC may take back one or more of the Parking sites and Licensee may continue in the same contract with remaining sites. In such case on the request of Licensee a final settlement of the entire Parking lot may be prepared on the date of withdrawing one or more Parking site and after adjustment of DMRC outstanding dues and keeping aside /earmarking proportionate IFSD (interest free security deposit) for the remaining Parking sites, the remaining IFSD pertaining to withdrawn Parking site may be released to the Licensee.

10.11 In case of clubbing and Quotation of various Parking sites, Licensee will not be permitted for partial surrender of any one or more individual Parking sites from the Quotation lot during the entire period of the contract.

10.12 IFSD shall be refunded within 90 days after receipt of written request on completion of full term of contract or license. The dues shall be adjusted from the security deposit when the Licensee fails to deposit the dues within the notice period. Notice shall be issued for payment of dues before its adjustment from security deposit. The details of such adjustment shall be provided to the Licensee.

10.13 The list of old vehicles lying at site shall be prepared and submitted to the agency / DMRC at the time of handing over of Parking lot. Efforts shall be made for their removal as far as possible. However, Licensee shall not have any claim on this account at the time of taking over of Parking site.

10.14 The contract is for a period of 06 month (extendable further by six months on sole discretion of DMRC including license fee).

10.15 There may be variation in Quotation/allotted area in previous/subsequent Quotation at sole discretion of competent authority of DMRC. No claim in this regard will be entertained.

10.16 DMRC intends to adopt smart Parking systems, whenever implemented, the contractor has to adopt such system without any objection.

10.17 DMRC is contemplating handing over Parking administration to a separate corporation/Entity. In case, that is done, the contractual obligation of the Parking contractors shall remain same as of now only payment will have to be made to the Entity and administrative control would be exercised by them but within the frame

work of the agreement clauses. As and when work is transferred to the corporation/Entity, an Administrator would be designated by them.

10.18 In case of ambiguity or discrepancy in various parts of the documents, precedence of different parts of Quotation documents will be as under:-

(i) License Agreement
(ii) Letter of Acceptance
(iii) Pre and Post bid Proceeds
(iv) Form of Quotation
(v) Bill of Quantity
(vi) Notice Inviting Quotation
(vii) Instruction to Bidder
(viii) General Term and Conditions
(ix) Employer's Requirement

10.19 Details of monthly passes issued for current month and previous month issued by outgoing agency to be shared with the incoming agency /DMRC while handing over the site.

10.20 Licensor may / has allotted space in the parking lot for battery charging / swapping facilities which will be in the range of 70 SQM to 150 SQM. The parking area taken over for this purpose will be / have been deducted from super area from the date of handing over of the area by licensee and license fee will be reduced on pro-rata basis. The Licensee shall be required to issue zero value receipt to Electric Vehicles turning up for charging/ swapping and on tendering necessary proof that the Electric Vehicle has actually been involved in battery charging / swapping of battery in the parking lot, such Electric Vehicle is to be provided free exit from the parking lot.

11. Penalties

11.1 DMRC authorized representative/staff will have free access to the Parking sites for the purpose of inspection. DMRC authorized representative will inform scheduled date/time of next inspection to Parking agency through SMS/email/notice etc. by giving 2 days time. Refer Annexure-1of GTC for Notice. The Parking contractor will ensure his presence at sites inspection either personally or through his authorized representative. The inspection can be carried out ex-parte if the Licensee or his authorized representative fails to turn up on request apart from surprise inspection. Refer Annexure-2 of GTC for parking inspection by Station Managers. The penalty may be imposed by authorized representative of DMRC with the approval of an officer not below the rank of Dy.HOD level officer for irregularities noticed by them during their site visits or on the recommendation of their staff. However DMRC will have the right to carry out surprise spot checks of any Parking site at any time.

Dy.HOD level officer will have powers to approve penalty as mentioned below or seek compensation from the Licensee for infraction/violations of any of the terms & conditions of the contract, whose decision shall be final and binding in this regard. Refer Annexure-3 of GTC for approval of penalty. The action for imposition and levying of penalty will be on monthly basis. Refer Annexure-4 of GTC for Notice of imposition of penalty.

11.2 That the Licensee shall place and continue to keep in the aforesaid premises all necessary equipments and shall not remove any item from the site of licensed Parking thereof without prior approval of the licensor. Refer table placed at Clause 11.3 of GTC for penalty amount for violation of this nature.

11.3 Penalties imposed on various violations are:-

S/N	Description of Irregularities	Penalty for violation
1.	Staff working without ID card / Entry Permit Card	Rs.1,000/-
	Un-clean premises and improper housekeeping	
	Vehicles not parked in orderly manner	

	Fire fighting appliances not available in the Parking / Expired / not in working condition	
	Vehicle checking appliances not available in the Parking/not in working condition	
	Area for vehicle movement not left	
2.	Use of unapproved Parking slips	Rs.1,500/-
	Misbehavior by Parking staff	
	Non submission of details of unclaimed vehicles parked for more than 7 days	
	Refusal to issue monthly passes	
	Obstruction of free movement to Service rooms/ station utilities.	
3.	Misuse of power supply for purpose of Cooking, Heater, Press, Motor etc. Washing of vehicles in parking lot	Rs.2,000/-
4.	Over charging	10% of MLF
	Encroachment beyond licensed area and Failure to comply instructions issued time to time by the Licensor	
	Recurring irregularities given at S/N 1,2&3 [within same month]	
5.	Parking of commercial vehicles(Vehicles used for transporting material / rehris / thelas)	Rs.500/- per vehicle per day
6.	Use of Parking space for other than Parking purposes	25% of MLF
	Criminal activity/ consumption of liquor etc. in Parking area	
7.	Staff not in uniform	Rs.5,000/-
8.	Non usage of handheld machine	Minimum Rs.50/-& Maximum Rs.500/- per instance

Note:- The above mentioned penalties amount are inclusive of GST.

11.4 Total penalty imposed shall not exceed 10% of the total contract value during the entire period of contract. Quarterly limit for imposition of penalty shall not be more than15% of quarterly License Fee in any particular quarter. This shall be assessed on quarterly basis and quarterly period shall commence from date of taking over of parking by Licensee. The penalty of 25% of License Fee (as stipulated in S/N 6 of above para 11.3) & 10% (as stipulated in S/N 4 of above para 11.3) of monthly License Fee at any occasion shall only be imposed after approval of HOD or above level officer on the recommendation of Dy.HOD level officers of DMRC. The penalty of 25% and 10% should be preceded with prior show cause notice by DMRC authorized official giving a time of one week to reply to the notice of default/show cause notice. The representative of the nominated Dy.HOD/Operations may issue show cause notice to the Licensee for irregularities / violations observed during parking inspections in a month. After lapse of one week, the recommendations may be submitted to the office of Dy.HOD/Operations.

11.5 Penalties for irregularities not mentioned in the above list can also be approved as deemed fit by Deputy Rank Officer after giving show cause notice and a time of one week to reply.

11.6 Any penalty imposed will be intimated to the Licensee / authorized representative of the Licensee by the representative of the operation wing, clearly mentioning the cause of action/nature/instance of default and a time of one week will be given to Licensee to reply to the notice of default. Only after that action of levying penalty will be taken under intimation to the office of nominated Dy.HOD/Operations deptt. for the recovery of the said penalty. The penalty once levied may be reviewed by the authority next higher to the authority who has levied penalty on written submission by

the Licensee within 15 days of levy of penalty. The penalty shall be effective from the date on which it is notified to office of nominated representative of Operations deptt.

11.7 The amount of penalty given above is tentative and may vary depending upon the magnitude of irregularity observed. In case of repeated violations and no improvement in the situation at ground, DMRC reserves the right to terminate the License and forfeit the IFSD in its favour. In case of any act(s) by the Licensee which may be deemed to be criminal in nature to be decided solely by the authorized representative of DMRC and he will have the right to recommend the case to HOD/Operation for cancellation / Termination of license based on the factual and solid grounds. In case of termination of license, IFSD will be forfeited in favour of DMRC and the Licensee will stand debarred from participation in the Quotations for 2 years or as approved by the competent authority.

11.8 The Licensee shall be penalized for each and every theft case. In case of car/4-wheeler theft, a penalty of Rs.10,000/- per vehicle shall be levied. For 2-wheelers, this penalty shall be Rs.5,000/- and in case of cycle, it shall be Rs.500/-. In case of 2nd theft in each category, the penalty amount shall be doubled. In case of theft of vehicle for the third time during the contract, DMRC may terminate the Agreement and forfeit the IFSD after adjusting dues payable by the parking contractor to DMRC.

11.9 In case of failure of Hand Held Terminals, the matter to be reported in writing to concerned Station Manager/Station Controller within 1 hour, failing which penalty will be imposed as per clause 11.3.

11.10 All overdue unrecovered penalty amounts shall be recovered from the IFSD [Performance Security] amount of Licensee. The Licensee shall be responsible to make good the IFSD amount within 15 days of the notice given to him. In case of failure to abide by the above condition, DMRC reserves the right to terminate the contract agreement.

11.11 The Licensee shall also abide by all the rules & regulations under the Metro Railways (Operation and Maintenance) Act, 2002 and in addition to the penalties leviable under this License Agreement shall also be liable to pay all penalties as may be applicable under the Metro Railways (Operation and Maintenance) Act, 2002.

12 Breach/Surrender/Termination of Licence Agreement

12.1 That the Licensee shall pay all dues invoiced by the due date stipulated by DMRC including Penalties, Interests, electricity charges, GST & TCS (Tax collected at source), etc. No claim for waiver/ representation will be entertained if the invoiced amount is not paid in time. DMRC reserves the right to terminate the license agreement and forfeit the IFSD after adjustment of any outstanding dues payable to DMRC on account of non-payment of dues as per Clause 8.1.3 of GTC.

12.2 In case, the Licensee opts to surrender and exit from the Agreement before completion of the quotation period of six months, the IFSD shall be forfeited after adjustment of any outstanding dues payable by the Licensee to DMRC & maybe debarred on case to case basis depending on merits of the case for participating in future tender/Quotation as approved by competent authority.

12.3 Whenever the Parking sites are licensed by clubbing Parking lots no partial surrender of individual Parking sites can be done by the Licensee.

12.4 The Licensee confirms his full understanding and comprehension that notwithstanding anything else mentioned in this document, Licensor has the right to terminate the License Agreement as and when it requires the said licensed Parking space for its own use of any nature, by giving one month's notice thereof. The Licensee voluntarily and unequivocally agrees to peacefully vacate the Parking site as and when called upon to do so by the Licensor without any demur. The Licensee agrees voluntarily and unequivocally not to seek any claim for damages, compensation or any other consideration whatsoever on this account in case of such termination, due to requirement of space by the Licensor for its own use/ cancellation due to any other cause, including breach of terms and conditions of this agreement, which will involve termination with forfeiture of IFSD.

12.5 That notwithstanding any other rights, the Licensor may in its sole discretion and on such terms as may be considered reasonable by it grant relief to the Licensee against forfeiture of IFSD, imposition of interest or determination or revocation of the license, with the approval of the competent authority.

12.6 The Licensor reserves the right to terminate the License Agreement by giving one Month's notice. In such cases, the IFSD shall be returned to the Licensee, after adjustment of dues if any payable by the licensee to DMRC.

13 Dispute Resolution & Arbitration Procedure

13.1 Dispute Resolution

13.1.1 In the event of any dispute, difference of opinion or dispute or claim arising out of/or relating to this agreement or breach, termination or the invalidity thereof, shall firstly be attempted to be settled by Conciliation.

13.1.2 All disputes relating to this agreement or on any issue whether arising during the providing of the Services or after the completion or abandonment of the License Agreement or any matter directly or indirectly connected with this License Agreement shall in the first place be referred to a sole Conciliator appointed/nominated by HOD/Operation on receipt of such requests from either parties.

13.1.3 The Conciliator shall make the settlement agreement after the parties reach agreement and shall give an authenticated copy thereof to each of the parties.

13.1.4 The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect as that of an Arbitration award.

13.1.5 The views expressed or the suggestions made or the admissions made by either party in the course of conciliation proceedings shall not be introduced as evidence in any Arbitration proceedings.

13.1.6 Any dispute that cannot be settled through Conciliation procedure shall be referred to Arbitration in accordance with the procedure given in Para 13.2.

13.1.7 The parties agree to comply with the awards resulting from Arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

13.2 Arbitration Procedure

13.2.1 If the efforts to resolve all or any of the disputes through Conciliation fails, then such disputes shall be referred within 30 days to a sole Arbitrator who would be nominated by Director/DMRC. The venue of such Arbitration shall be at Delhi/New Delhi. The award of the sole Arbitrator shall be binding on all parties. The cost of Arbitration shall be borne by respective parties.

13.2.2 Rules governing Arbitration Proceedings: The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act, 1996, as amended from time to time including provisions in force at the time the references made. During the pendency of Arbitration proceedings, the Licensee shall continue to perform and make due payments to DMRC as per the License Agreement.

13.2.3 **Jurisdiction of Courts:** The Court at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes between the parties arising out of this agreement.

14 Correspondences

14.1 All activities related to day-to-day management of Parking sites including representation to execution of contract / penalties and issuing of notices will be carried out from the office of the nominated Dy.HOD/Operation, DMRC Ltd. or by his duly authorized representative.

14.2 Notices / Correspondences related to contract management by the agency or his / its duly authorized representative shall be addressed to nominated Dy.HOD/Operations, Delhi Metro Rail Corporation Limited, 1st Floor, OCC Building, Shastri Park Metro Station, Delhi-110054.

15 Disclosure of Relationship

If the Licensee or any partner of the Licensee or Director of the Licensee's company is closely related to any of the Officers of the Licensoror the Engineer, or alternatively, if any close relative of an Officer of the Licensor or the Engineer has financial interest / stake in the Licensee's firm, the same shall be disclosed by the Licensee at the time of submitting his Quotation/Bid. Any failure to disclose the interest involved, shall entitle the Licensor to rescind the License Agreement, without payment of any compensation to the Licensee. The Licensee shall note that he is prohibited from developing such interest during the period of License Agreement.

16 Corrupt or Fraudulent practices

The Licensor requires that the Bidders/Contractors, their designated contractors and/or their agents observe the highest standards of ethics during Quotation and execution of this License Agreement. In pursuance with this policy, the Licensor:

a. defines, for the purpose of these provisions, the terms set forth below as follows: (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to Licensor, Engineer or any of their employees, influence in the procurement process or in Contract execution; and (ii) "fraudulent practice" means a concealment or misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Licensor, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Licensor of the benefits of free and open competition. (iii) Breach of any of the contract condition during execution.

b. Will reject the Quotation for the Work or rescind the License Agreement if the Licensor determines that the Bidder/Contractor has engaged in corrupt or fraudulent Practices.

c. Will declare a Licensee ineligible, either indefinitely or for a stated period of time, to be awarded a License/s if he at any time determines that the Licensee has engaged in corrupt or fraudulent practices in competing for, or in executing the License Agreement.

d. The successful Bidders/Licensee shall apprise the Licensor through Chief Vigilance Officer, DMRC of any fraud/suspected fraud as soon as it comes to his notice.

GENERAL TERMS & CONDITIONS ANNEXURE-1
Format of Notice for Parking Inspection

No. DMRC/Ops/….Stn name/Pkg. Insp./Notice/Month/Year Date : ……..

To,

Name & Address of Licensee
……
……

Sub: - Notice of parking inspection at …….. Metro station parking

Ref: - Your parking contract with DMRC

It is intimated that the next parking inspection at …….. Metro station has been scheduled at …… hours on ….date/…month/…year.

You are requested to ensure your presence at above mentioned parking lot for inspection in person or through your parking supervisor/attendant.

Signature of issuing official

Acknowledgment by Licensee / Supervisor/ Attendant.

C/-
Line Manager/Ops : For kind information please.

GENERAL TERMS & CONDITIONS ANNEXURE-2
Parking Inspection format for Station Manager

Station:	**Parking Agency Name:**
Date and Time of inspection:	**Parking Contract valid up to:**

S/N	Inspection Checklist	YES	NO	Remarks if any
1.	Parking staff wearing approved uniform.			
2.	Parking staff having valid Entry Permit Card (ID Card) issued from 'Security Cell' of DMRC.			
3.	Cleaning of Parking lot is satisfactory			
4.	02Fire extinguishers ABC-Powder Type(5Kg each)available in working condition in each parking lot			
5.	Availability,serviceability and usage of Inverted Mirror for checking of vehicles			
6.	Availability &use of hand held machine for issuing parking slips by the parking staffs			
7.	Use of parking slips/monthly pass as per approved format of DMRC			
8.	Display of parking charges, helmet rate, name of agency, Address, Phone no., important phone no. (Police, Fire, Ambulance, Hospital, DMRC helpline) &important instructions etc.			
9.	Availability & working of automatic boom barrier at all entry & exit points(as per site feasibility & parking contract)			
10.	Overcharging for vehicle or helmet or both, if any			
11.	CCTV facility available in working condition in parking lot			
12.	Vehicles parked in orderly manner in parking lot			
13.	Parking outside demarcated/allotted area, encroachment etc. (If any)			
14.	Free passage for service rooms located in parking area is ensured			
15.	Free passage for Fire Tender movement is demarcated in the parking lot (wherever applicable as per License Agreement /instructions)and no vehicle is parked on that passage			
16.	Parking of commercial vehicles (freight carriers), bus, truck, rehries, thelas etc.and showroom vehicles etc.			
17.	Use of parking space for other than parking purpose			
18.	Criminal activity/consumption of liquor etc. in parking area			
19.	Display occupancy status of parking vis-à-vis 4-Wheeler, 2-Wheeler and Cycles through electronic boards			
20.	Availability of demarcated area for Persons with Disabilities / Divyangjan with proper signage			
21.	Behaviour of parking attendant(s) with parking users/DMRC official satisfactory or not			
22.	Misuse of power supply by the parking staff, if any			
23.	Report of unclaimed vehicles submitted by parking contractor/auth. representative to Station Control Room			
24.	Compliance by the agency on irregularities noticed and instructions given during the last inspection			
25.	Any other irregularities/observation			
Next Inspection Date :----------				

Name & sign. of Parking Contractor/supervisor/attendantSignature of Station Manager

GENERAL TERMS & CONDITIONS ANNEXURE-3
Format for Recommendation of Parking Penalty

No. DMRC/Ops/Station Name/parking inspection/Month/Year Date:……

Sub: - Recommendation and approval of penalty for…….(name of metro station) parking site for the month of …….Year……..

Name of parking agency : ……..
Total allotted parking area (SQM) : ……
Monthly License Fee (₹) : …..……

S/ N	Date/ Time of Inspection	Name & designation of inspecting official	Irregularities observed during parking inspection	Clause No. of Parking Contract/LOA	Proposed penalty amount (₹)	Remarks (If any)

Enclosures: Copies of notice of parking inspection (Annexure-1of GTC). Copies of parking inspection reports (Annexure-2 of GTC).

Signature of Station Manager

Recommendations by Line Manager/Ops :

Total proposed penalty amount (₹): …… (In figures)

(₹) : …… (In words)

Sign. of Line Manager/Ops

Dy. HOD/Ops/Line

HOD/Ops (If applicable for approval of Penalty of 10% &25% of MLF as per Terms &Conditions of License Agreement)

GENERAL TERMS & CONDITIONS ANNEXURE-4
FORMAT OF NOTICE OF IMPOSITION OF PENALTY

No. DMRC/Ops/Station Name/Parking/Notice no./Year Date: ……

To,

Name & Address of parking agency.
……
……

Subject: Notice of imposition of penalty for the month of ……. Year ……. for …… metro station parking.

Reference: 1.Your parking contract with DMRC.
2. Notice of default/show cause dated……

With reference to above, the following penalty for the month of …… year…… has been imposed for irregularities observed during the parking inspection (s) by DMRC officials.

Sl. No.	Date & Time of Inspection	Irregularities Observed	Violation of clause of parking contract	Penalty Amount (₹)
Total penalty amount (in words) ₹ ……				

You are requested to improve above irregularities & to ensure compliance of instructions given by DMRC official as per terms and conditions of parking contract. You are requested to deposit the above total penalty within a week of receipt of this notice. Your co-operation is required to improve the DMRC parking lots.

(Name)
AM/Mgr/Operations

Copy to,
Dy.HOD/Ops/Line : For kind information please.
Dy.HOD/Ops (Parking Cell) : For recovery of penalty amount please.
Concerned SM/ASM : For taking acknowledgement from the parking agency/ representative.

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DELHI METRO RAIL CORPORATION LTD.

"Licensing of Parking Rights at various Delhi Metro Stations"

EMPLOYER'S REQUIREMENT

DELHI METRO RAIL CORPORATION LTD.
4thFLOOR, B -WING, METRO BHAWAN,
FIRE BRIGADE LANE, BARAKHAMBA ROAD,
NEW DELHI-110001

EMPLOYER'S REQUIREMENT

INDEX

S/N	Description	Page No.
1.	Mandatory security and other requirements	64-66
2.	Cleanliness of the Parking Lot	66-67

EMPLOYER'S REQUIREMENTS

1.0 MANDATORY SECURITY AND OTHER REQUIREMENTS

1.1 The Licensee or their authorized representative will have to mandatorily attend the meetings with DMRC whenever called by DMRC official for security related issues or day to day works pertaining to the Parking site.

1.2 The following facilities shall / may (wherever indicated) be provided in all the Parking lots: -

S/N	Facilities to be provided in the Parking lots	
1.	Surface	Pucca Concrete / bitumen / interlocking tiles type surface may be provided by DMRC.
2.	Boundary wall	Boundary wall of adequate height may be provided by DMRC.
3.	Automatic boom barrier	Separate Automatic Boom barrier for each parking lot at every Entry &Exit point as per site feasibility shall be provided by the Licensee. The model/ specifications of Automatic Boom barrier will be provided by DMRC.
4.	CCTV	Shall be provided by the Licensee with appropriate storage capacity. As far as possible the CCTV surveillance system shall provide 100% coverage of the following specific areas in Parking: i) all entry and exit points of Parking ii) Entire Parking areas The Licensee shall place a Signage at the entry / exit of Parking lot regarding "you are under CCTV surveillance".
5.	Parking Attendant Room	6-7 SQM size temporary/permanent structure for Parking Attendant shall be provided by DMRC at the entry/exit point of the parking lot. The Licensee shall be responsible for Cleaning & upkeep of Parking Attendant room.
6.	Earmarked Space for Persons with Disabilities	01 or more ECS shall be earmarked by the Licensee in the parking lot preferably near to station Entrance/ Lift and display board for such purpose (Signage Display Board to be provided initially by DMRC), shall be maintained by the Licensee.
7.	Lighting Arrangements	DMRC will provide electricity connection of 2 KVA for use of Licensee in Parking Attendant room. However, electricity consumed by the Licensee in the Parking Attendant room will be charged as per actual usage. Electricity Meter and Electric point will be provided by DMRC but light and fan will be provided by the Licensee. For rest of the Parking areas, DMRC will provide lighting arrangement at its own cost.
8.	Helpline No.	DMRC Helpline Number (155370) shall be displayed by the Licensee on all sides of the Parking Attendant Room.
9.	Display of Parking Charges	Licensee will have to exhibit Parking Charges, Name and Phone Number of the Licensee, painted on Steel board with reflective paint. Initially the Board will be provided by DMRC which shall be maintained by the Licensee.
10.	Computer along with UPS	Shall be installed in the Parking Attendant room by the Licensee to maintain proper Parking records.
11.	Electronic equipment for collection of Parking Charges	Sufficient number of Handheld Terminals / Devices, at all Entry and Exit points shall be procured by the Licenseefor issuing printed Parking receipts. All Entry points shall have automated device (either manned or through system enabled) and all Exits should have manned posts for collection of Parking charges at Licensee's cost.
12.	Cleaning arrangements	Cleaning of Parking lots shall be ensured by the Licensee at its own cost as per DMRC's requirement.
13.	Safety & Security	Inverted Mirror at all Entry points, Safety Cones &Chains, sufficient

	Arrangements	Fire Extinguishers (with validity dates and effective pressure) shall be provided by the Licensee at its own cost and to be used as per requirements.
14.	Parking Occupancy Status	At all entry points of the Parking lot(s), provision shall be made by the Licensee to display (preferably electronic boards) occupancy status of Parking vis-à-vis 4-Wheeler, 2-Wheeler and Cycles.
15.	Cycle Stand	If required, cycle stand will be provided/installed, initially by DMRC, at its own cost in the Parking lot and shall be maintained by the Licensee. No reduction in area will be considered due to installation of Cycle Stand and area occupied by Cycle Stand.

1.3 At the end of the License Period, the Licensee may remove equipments deployed at their end and new equipments will be deployed by new Licensee.

1.4 It may be noted that the entire responsibility of safety & security of Parking lots and of vehicles parked therein lies with the Licensee. All measures like frisking of vehicles, checking of vehicles underneath with inverted mirror, visually checking of vehicle &it's boot to be done by the Licensee for each & every vehicle entering into the Parking lot. The Licensee shall manage the Parking of vehicles, security of the site, cleanliness, computerization, security with CCTV's for coverage of entire Parking area, with storage capacity of 7 days either himself or through his employees. The licensee shall comply with the directions of local police authorities given from time to time.

1.5 If any vehicle is lying unauthorised in the Parking for more than 7 days, Licensee or his authorized representative will appraise Local Police/Metro Police/CISF and Station Controller in writing. He will also monitor that particular vehicle all the time and whenever such vehicle is removed by the owner or Police, Licensee will inform to Station Control Room in writing. Also, Licensee will make all efforts to get them removed from parking lot.

1.6 The Licensee will strictly abide by and comply with all security instructions as may be issued from time to time by DMRC Officials/ Authorized representative of DGM / Operation Office/CSC office. Refer table placed at Clause 11.3 of GTC vide S/N 1 for penalty amount, for violation of above provision.

1.7 Police verification is mandatory for all the staff deployed in Parking.

1.8 In the absence of valid Entry Permit Card issued from Security Cell of DMRC or authorized official of DMRC, the Parking staff shall not be permitted to enter into the Parking premises.

1.9 If licensed Parking areas are required to be closed as per instructions of various government authorities or the competent authority of DMRC to ensure the security of the Parking areas during Bandhs, riots, strikes and national festivals like Independence Day, Republic Day, Holi, etc., the Parking areas will be closed as per the requirement. Claim from the Licensee to reduce the License Fee on this account will not be entertained by DMRC.

1.10 In case, if the Parking slip is lost by parking user, it is prime responsibility of Licensee to ensure bonafides of claimant and give delivery of vehicle to owner after taking following documents:-

i) Photocopy of vehicle registration certificate duly attested by vehicle owner.
ii) Photocopy of driving license & residential address proof (preferably Aadhaar card).
iii) An affidavit from vehicle owner on Rs.50/- Non-Judicial stamp paper with complete address &mobile and landline phone nos.
iv) In such case, an amount of Rs.20/- shall have to be paid extra to the Parking Contractor.

1.11 That the Licensor shall not be responsible for the safety and security of the Licensee or any other material or articles belonging to the licensee and also shall not be liable for any charge or damage to the property of the Licensee lying at any time in, on, upon or around the said licensed Parking area from any cause whatsoever.

1.12 Licensee will be solely responsible for the safety and security of all the vehicles in Parking lots. He will be liable to pay compensation in case of theft of vehicle or in case of damages to vehicles at any time in the Parking, to the vehicle owner. Also, when the vehicle is insured the Licensee shall facilitate the claimant in preferring claim before insurance company. In any case, DMRC will not be responsible for any damage/theft of vehicles from the Parking area.

1.13 In case of pendency of any claim made by the owner of any vehicle for the loss/damage/theft of vehicle before any authority, the Licensor shall have the right to deduct and withhold the amount from IFSD paid by the Licensee to the extent of the value of vehicle insured with the Insurance Company till the finalization of claim before the Court/Insurance Company/statutory authority. On such deduction, the Licensee will be asked to recoup the IFSD within 7 days from date of issue of notice. The notice for recoupment of IFSD will also be treated as termination notice in case of failure of Licensee to recoup the IFSD within 7 days of notice time. The Licensee will also be liable to pay an interest @ 15% per annum on shortfall in IFSD from the date of transfer of compensation in the bank account of the owner of the vehicle to the date of recoupment of IFSD by the Licensee. The failure to recoup the IFSD will be treated as breach of contract and Licensee would be debarred from participating in Parking Tenders/Quotations of DMRC for 2 years and the License Agreement will be terminated. The IFSD in such case, will be forfeited to DMRC after adjustment of all dues payable by the licensee to DMRC.

1.14 Repeatedly ignoring/overlooking written instructions of DMRC without any acknowledgement or without showing any cause and showing no interest to improve the Parking site may also lead to cancellation of License Agreement and debarring of Licensee for a period as decided by competent authority, along with forfeiture of IFSD after adjustment of any dues payable by the Licensee to DMRC Ltd. as per contract conditions.

1.15 The Licensee must make use of their own security arrangement to restrain and prevent the theft / damage of vehicles.

1.16 In case of any loss or damage to property/vehicle or equipment or any other item in the charge of the Licensee takes place in the course of conduct of his business; the Licensee indemnifies DMRC (Licensor) against any claims, compensation or damages whatsoever in this account. Licensee/ Authorized representative will facilitate vehicle owner in lodging FIR. In case of any consequent damage to the vehicle in course of Parking, the Licensee will compensate to the owner of vehicle in making good the loss due to such damage and a settlement report thereof will be submitted to the Licensor.

1.17 Arrangements for maintaining the Parking site in a good state of functioning is to be ensured by the Licensee. Refer Clause-11.3 of GTC S/N 1 for penalty amount, in case above is not complied.

1.18 Any physical damage or injury caused to the commuter/passenger/parking user/ visitor or vehicle due to the lapses on the part of the Licensee or his employees will be the sole liability and responsibility of the Licensee only and DMRC will stand absolved of any such obligations or liability towards the injury/damage.

2.0 CLEANLINESS OF THE PARKING LOT

2.1 That the Licensee shall keep and maintain the 'licensed Parking area' and 'the site around the licensed Parking area' in a clean, proper, hygienic and decent condition and shall not keep the premises in a dirty or bad state of affairs during the currency of the period of license and shall not in any manner damage the wall floor or other structures of the station or structures in the licensed Parking area, nor cause any kind of obstruction to the user of the Metro Station in any manner whatsoever. Refer table placed at Clause11.3 of GTC vide S/N 1 for penalty amount, in case of violation of above condition of the License Agreement.

2.2 That the Licensee shall conform to the rules, regulations or bye laws made in this regard by the Municipal/ Civic/ Traffic Police/ DMRC authorities concerned. Refer

table placed at Clause 11.3 of GTC vide S/N 1 for penalty amount in case of violations of these conditions of the License Agreement.

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

Date: Signature of the Bidder/Authorized Signatory

दिल्ली मेट्रो रेल कॉरपोरेशन लिमिटेड
DELHI METRO RAIL CORPORATION LTD.

"Licensing of Parking Rights at various Delhi Metro Stations"

B. FINANCIAL PACKAGE

DELHI METRO RAIL CORPORATION LTD.
4th FLOOR, B-WING, METRO BHAWAN,
FIRE BRIGADE LANE, BARAKHAMBA ROAD,
NEW DELHI-110001

LICENSING OF PARKING RIGHTS AT VARIOUS DELHI METRO STATIONS	
BILL OF QUANTITIES [BOQ]	
PREAMBLE	
1.	The Bill of Quantities [BOQ] shall be read in conjunction with NIQ, ITB, FOQ, GTC, Drawings and ER.
2.	Bidder has to quote "Offered Monthly License Fee" [in Rupees per Month] against item(s) given in the BOQ. The Offered Monthly License Fee to be quoted by Bidders shall be filled in figures and words.
3.	The Offered Monthly License Fee is exclusive of GST & TCS. The prevailing rate of GST is @18% [w.e.f. 01.07.2017] which may vary from time to time as per Statuary orders. It is to be noted that Offered Monthly License Fee is exclusive of GST whereas Parking Rates are inclusive of GST [refer Clause 9 of General Terms & Conditions (GTC)].
4.	Please write "NIL" where the Bidder does not wish to Quote "Offered Monthly License Fee. If any of the offers is left blank, all the bids submitted by the Bidder shall be summarily rejected.
5.	Bidders shall quote their offered Monthly License Fee in Indian Rupees (Rs.) only.
6.	Errors will be corrected by the Licensor for any arithmetical error in computation or summation as per clause E5 of ITB.
7.	If the BOQ file is found to be modified by the bidder, the Bid will be rejected. The Offered Monthly License Fee shall not be offered/quoted elsewhere in the technical submission/ Quotation submission.

Signature of the Bidder/ Authorized Signatory

BILL OF QUANTITIES BOQ] / PRICING DOCUMENT

[On the Letterhead of the Bidder]

To,

The General Manager/Operations
Delhi Metro Rail Corporation Ltd.

Name of the Work : Licensing of Parking rights at various Delhi Metro Stations

Name of the Bidder : _____

Quotation Number : OPQ-01/2023

Bidder's Offered Monthly License Fee (in Rs./Month) excluding GST & TCS for the Parking Site(s) and Super Area (Approx. in SQM) at Metro Station(s) as mentioned below: -		
Parking Site at Metro Station	**Super Area [Approx. in SQM]**	**Offered Monthly Licence Fee [Bid Price] (in Rs.)**
		(in figures)
		(in words)
		(in figures)
		(in words)
		(in figures)
		(in words)
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		(in figures)
		(in words)
		(in figures)
		(in words)

Note: -

1. Please write "NIL" where the Bidder does not wish to quote Offered Monthly License Fee. If any of the offer is left blank in the above table, all the bids submitted by the Bidder shall be summarily rejected.
2. Successful Bidder(s) shall be the one(s) who would be quoting H1 (highest) Offered Monthly License Fee for individual parking lots. This shall however be subject to Para E4.2.1 of Instructions to Bidders.
3. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern.

Date: Signature of the Bidder/ Authorized Signatory

Total Area (By Heron's Formula) = 2129.09 Sqm.

Total Deduction = 301.97 sqm.

Net Area = 2129.09 - 301.97

= 1827.12 sqm.

Deductions = ① RSS Cable room = 9.4 × 5.5 = 51.70 sqm, ② RWH = 8.2 × 4.45 = 36.45 m²

③ = Ventilation Exhaust = 8.1 × 3.55 = 28.75 m², ④ Ventilation Supply = 6.3 × 6.3 = 39.69 sqm.

Deduction of Tree Area ⇒ T_1 = 4.2 × 2.6 = 10.92 Sqm, T_2 = 7.3 × 2.0 = 14.6 m²

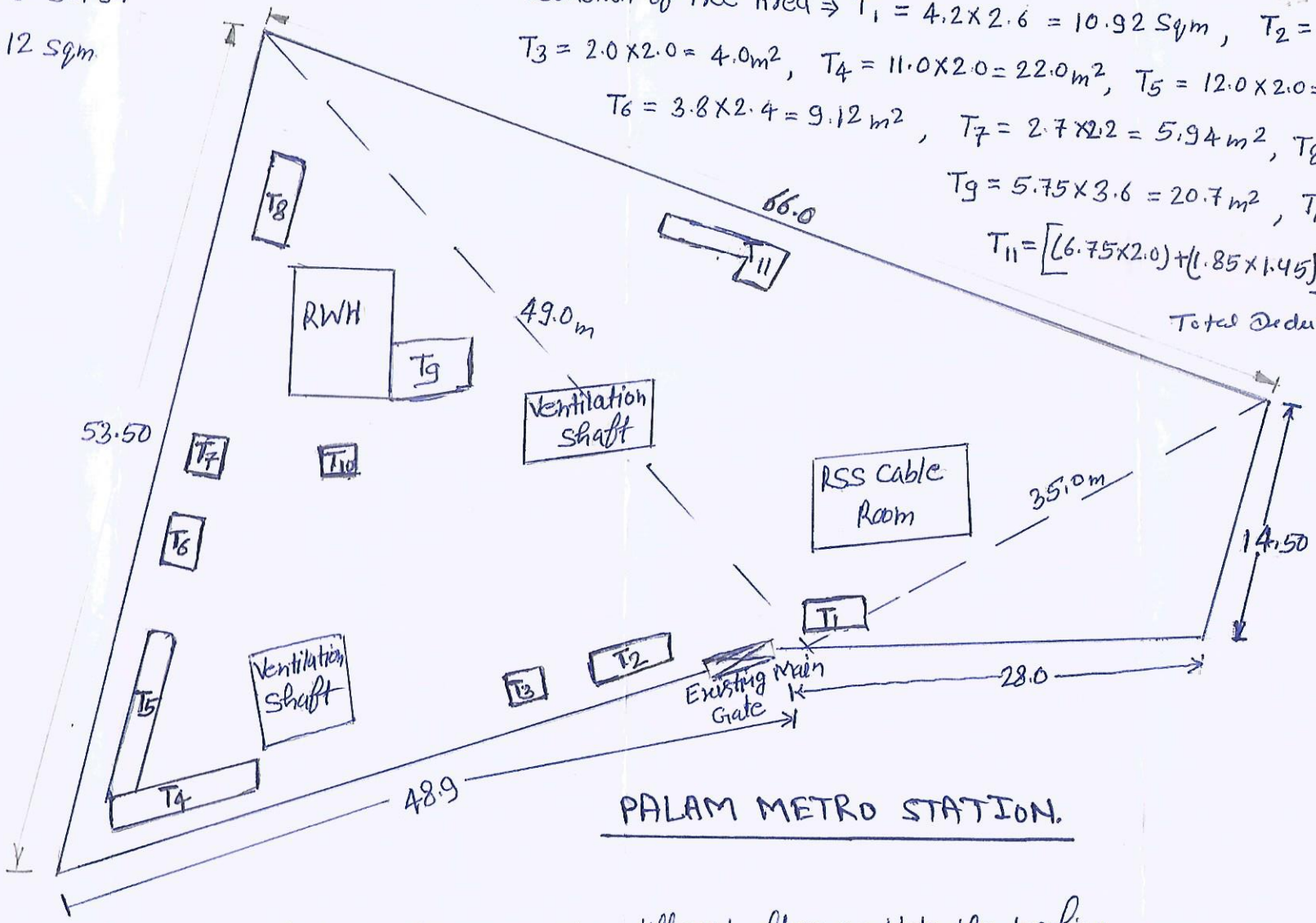
T_3 = 2.0 × 2.0 = 4.0 m², T_4 = 11.0 × 2.0 = 22.0 m², T_5 = 12.0 × 2.0 = 24.0 m²

T_6 = 3.8 × 2.4 = 9.12 m², T_7 = 2.7 × 2.2 = 5.94 m², T_8 = 5.5 × 2.2 = 12.1 m²

T_9 = 5.75 × 3.6 = 20.7 m², T_{10} = 2.6 × 2.0 = 5.20 m²

T_{11} = [(6.75 × 2.0) + (1.85 × 1.45)] = 16.80 m²

Total Deduction = 301.97 Sqm



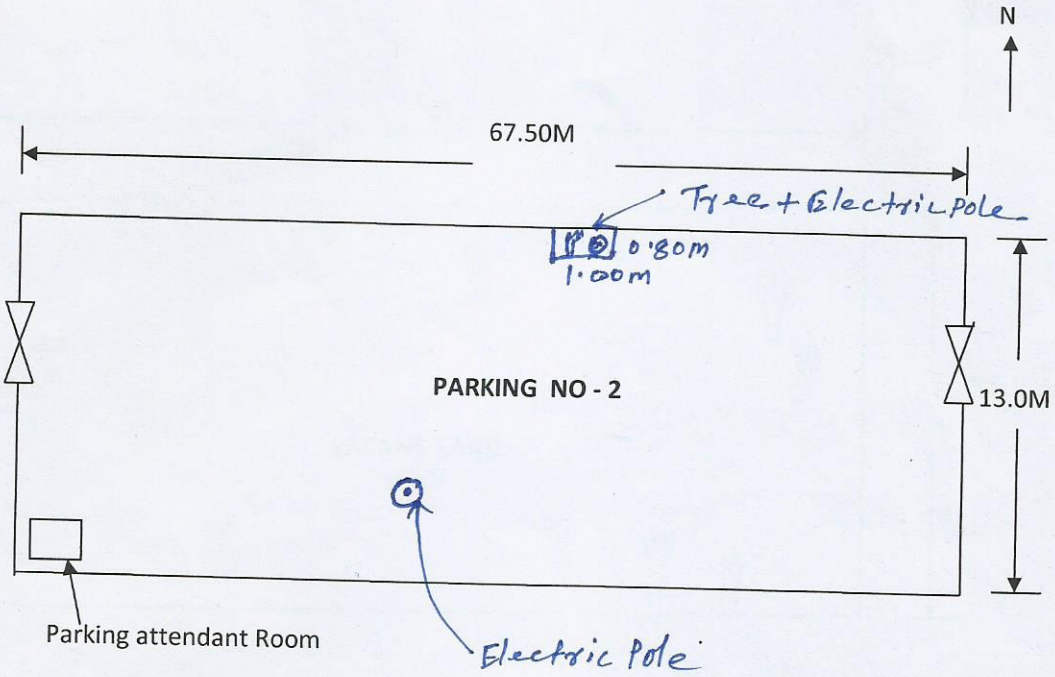
PALAM METRO STATION.

* Area has been measured at the time of Construction. It may minor different after complete the parking.

Hd.SC/TD/HQ
20/06/2023

Prakash
ASE/W/L-8

SC/Fin/15 23/6/23



TOTAL AREA = 67.5X13.0 = 877.50SQM

DEDUCTION FOR ELECTRIC POLE & ELECTRIC POLE WITH TREE = (0.256+0.80)SQM

= 1.056SQM

NET AREA OF PARKING = (877.50-1.056)SQM = 876.44SQM

LAYOUT OF PARKING AT UTTAMNAGAR EAST METRO STATION

NOTE- All dimension in metre & not in scale

SUPER AREA INCLUDING VACANT LAND + Jeevan bus area.

Parking NO-2 + Parking NO-3 + Vacant Land

$= (876.44 + 7010.43 + 571.81)\,m^2 = 8458.68\,M^2$

Sr. TM/A
2/04/18

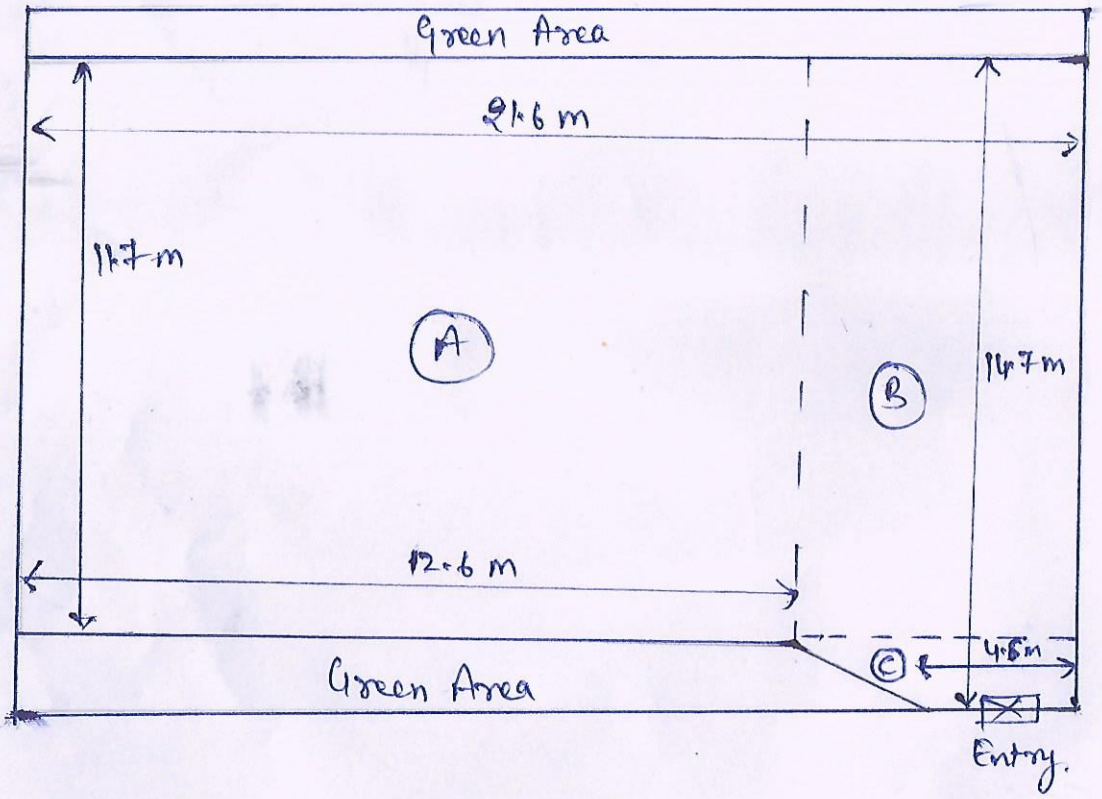
SM/UNE
02/04/2018
Sachin Rohilla
Station Manager

SE/W/ONE
02/04/18
(VISHVA MOHAN)

Demand
JE/W/Parking
02/04/18

Vinobapuri station Parking

Date : 30.06.2022



Calculation

(A) 12.6 m × 11.7 m = 147.42 m²

(B) 9m × 11.7 m = 105.30 m²

(C) $\left(\frac{9+4.6}{2}\right)$ m × 3m = 20.40 m²

Total Parking area = (A)+(B)+(C)

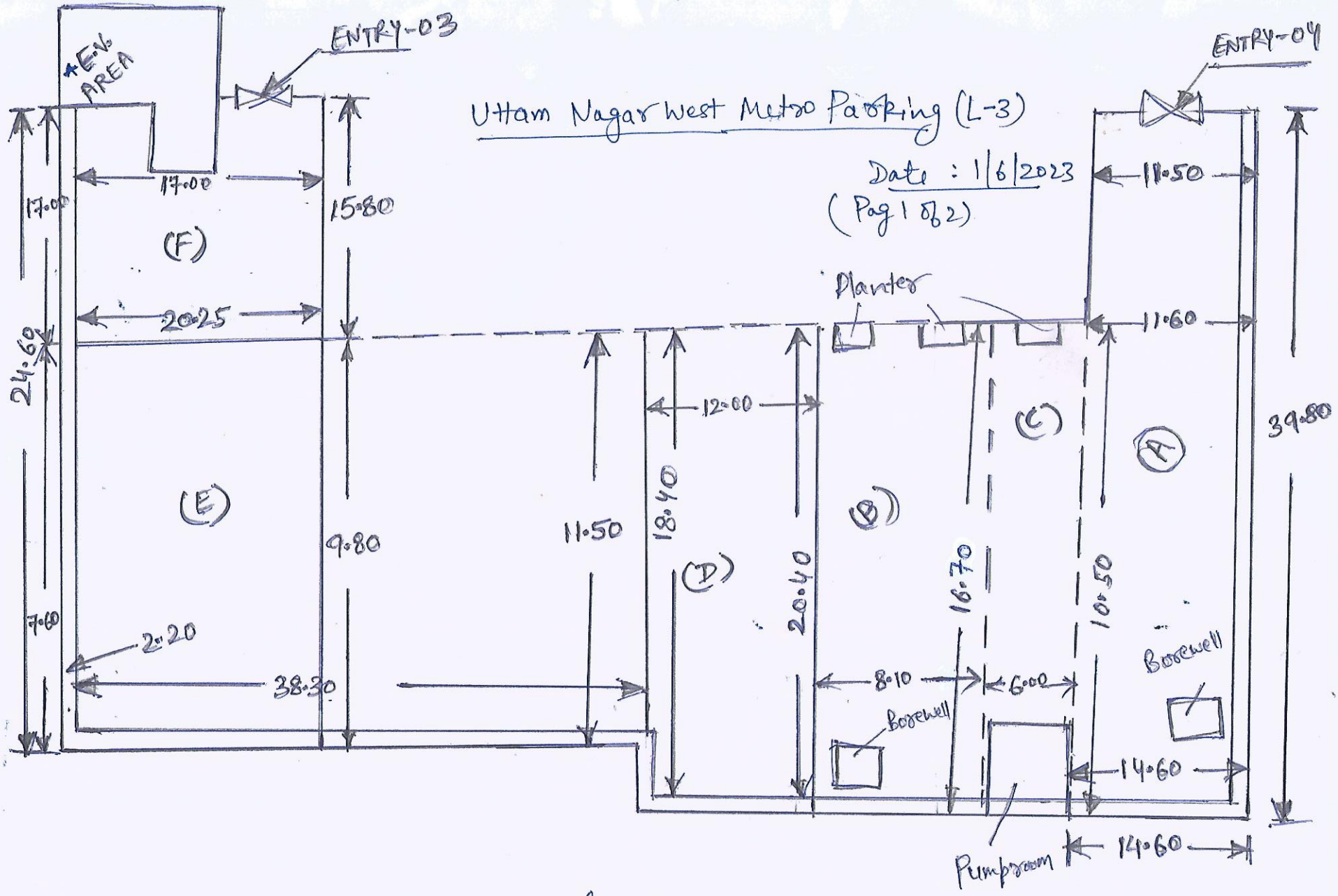
= 273.12 m²

Villupuram
Sc/ops tender call
30.06.2022

Final
CRA/Finance
30.06.2022

This parking doesn't handed over to civil dept till date.
Asst/W/C-7
30.0622

30/6/2022
S.SM/VNPR
Halim Ansari



* E.V Area is not under Parking Area.

Divisch
ASE/W/L-3
01/06/2023

SE/M/CHHW
01/6/23

SE/To/Tender cell
01/06/2023

SE/F/PB
01/6/23

Calculation of Parking Area at Uttam Nagar West Metro Station

Date: 1/6/2023

Super Area

(A) $39.80 \times \left(\frac{11.50 + 11.60 + 14.60}{3}\right)$

$\Rightarrow 39.80 \times 12.56$

$\Rightarrow 500.15\ m^2$

(B) 16.70×8.10

$\Rightarrow 135.27\ m^2$

(C) 10.50×6.00

$\Rightarrow 63\ m^2$

(D) $12.00 \times \left(\frac{18.4 + 20.4}{2}\right)$

$\Rightarrow 12.00 \times 19.4$

$\Rightarrow 232.80\ m^2$

(E) $38.30 \times \left(\frac{11.50 + 9.80 + 7.60}{3}\right)$

$\Rightarrow 38.30 \times 9.64$

$\Rightarrow 368.95\ m^2$

(F) $\left(\frac{17.00 + 15.80}{2}\right) \times \left(\frac{17.00 + 20.250}{2}\right)$

$\Rightarrow 16.40 \times 18.625$

$\Rightarrow 305.45\ m^2$

Total Super Area = A + B + C + D + E + F

$\Rightarrow 500.15 + 135.27 + 63 + 232.80 + 368.95 + 305.45$

$\Rightarrow 1605.62\ m^2$

Deductions

1) Borewell $\Rightarrow 1.6 \times 1.6 + 1.7 \times 1.7$

$\Rightarrow 2.56 + 2.89$

$\Rightarrow 5.45\ m^2$

2) Footpath $\Rightarrow (17 + 38.3 + 12 + 8.1 + 53)$

$\Rightarrow 128.4 \times 2.2$

$\Rightarrow 282.48$

3) Planter $\Rightarrow 0.85 \times 2 + 0.85 \times 1.6 + 1.2 \times 4.7$

$\Rightarrow 1.7 + 1.36 + 5.64$

$\Rightarrow 8.7\ m^2$

Total Deductions $\Rightarrow 5.45 + 282.48 + 8.7$

$\Rightarrow 296.63\ m^2$

Total Parking Area $\Rightarrow 1605.62 - 296.63$

$\Rightarrow 1308.99\ m^2$

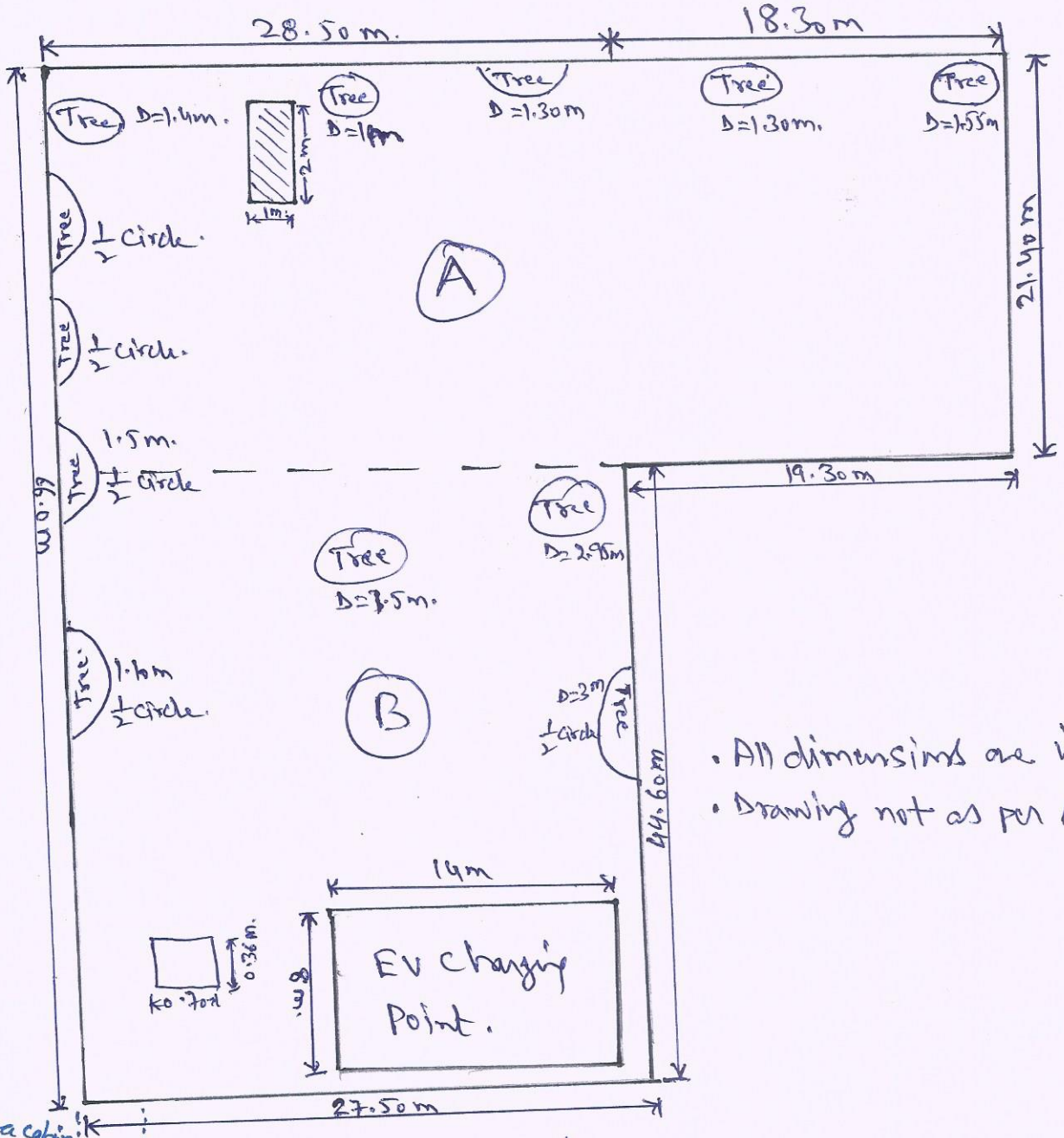
2nd SDM/UttW 1/6/23

Diwhed ASO/W/LCB 1/06/2023

Sc/To/Tender Cell

SC/F/PB 01/06/23

Dwarka Parking.
(South Side. Part-1)



- All dimensions are in meter.
- Drawing not as per Scale.

Hd.Sc/WPS/NQ.

JE/W/DW

(PATRAM Meena)
ST.SM I Dwarka.
23.11.2022

SCE/WB
23.11.22

Calculation

(South Side Part 1)

Area of 'A' = $46.8 \times 21.4 = 1001.52\ m^2$

Area of 'B' = $44.6 \times 27.5 = 1226.5\ m^2$.

Deduction

Tree $\left(\frac{\pi}{4}d^2\right) = \frac{22}{28}(1.55)^2 + \frac{22}{28}(1.30)^2 + \frac{1}{2}\times\frac{22}{28}(1.3)^2 + \frac{1}{2}\times\frac{22}{28}\times(1.2)^2$

$+ \frac{22}{28}(1)^2 + \frac{22}{28}(1.4)^2 + \frac{1}{2}\times\frac{22}{28}(1.6)^2 + \frac{1}{2}\times\frac{22}{28}(1.5)^2$

$+ \frac{1}{2}\times\frac{22}{28}(1.1)^2 + \frac{22}{28}\times(2.95)^2 + \frac{22}{28}(1.5)^2 + \frac{1}{2}\times\frac{22}{28}(3)^2 +$

$0.7 \times 0.36 + 1 \times 2$

$= 1.88 + 1.33 + 0.66 + 0.56 + 0.78 + 1.54 + 1.0 + 0.88 + 0.47 + 6.83 + 1.76 + 3.53$

$+ 0.25 + 2$

$= 23.53\ m^2$.

Area deduction due to Ev charging space $= 14 \times 8 = 112\ m^2$.

Total Area $= (1001.52 + 1226.5) - (23.53 + 112)$

$= (2228.02 - 135.53)\ m^2$

$= \boxed{2092.49\ m^2}$ — "X"

yMeena
JE/W/DW

yMeena (PATRAM Meena)
Sr. SM / Dwarka.
23.11.2022

SE/P/PB
23.11.22

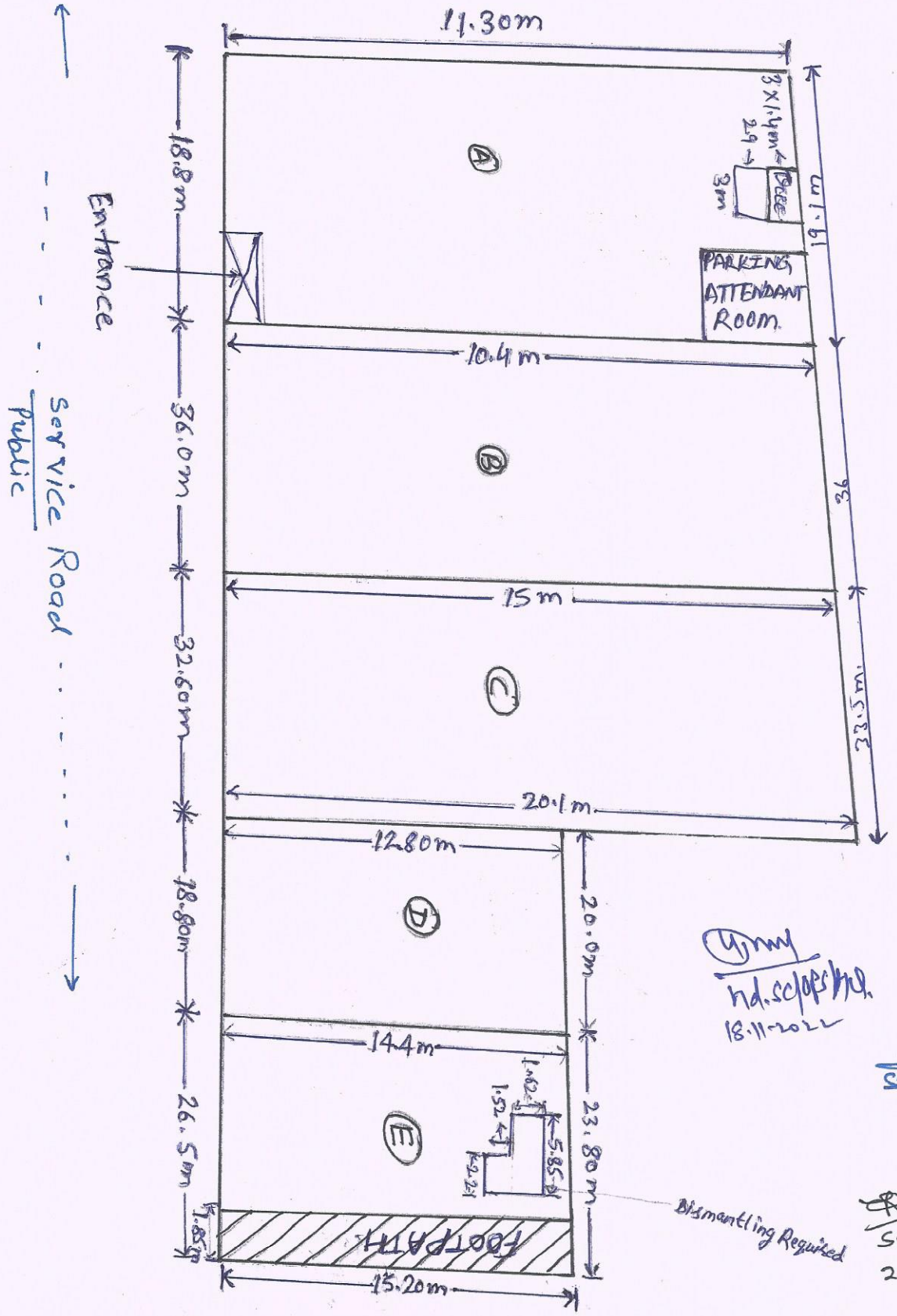
yMeena
M.S/PBS/HQ.

Dwarka

(South Side Part-2)

Parking →

→ All dimensions are in meter.
→ Drawing not as per Scale.



JE/W/DW

Hd. Sc/Ops/HQ.
18.11.2022

SE/SM/Dwarka.
23.11.2022

SC/F/PB
23.11.22

Calculation. (South Side Part-2)

Area of 'A' $= \left(\frac{11.30+10.4}{2}\right) \times \left(\frac{18.8+19.1}{2}\right) = 10.85 \times 18.95 = 205.61 m^2$.

Area of 'B' $= 36 \times \left(\frac{10.4+15}{2}\right) = 36 \times 12.7 = 457.2 m^2$

Area of 'C' $= \left(\frac{33.5+32.6}{2}\right) \times \left(\frac{15+20.1}{2}\right) = 33.05 \times 17.55 = 580.03 m^2$

Area of 'D' $= \left(\frac{12.80+14.4}{2}\right) \times \left(\frac{20+18.8}{2}\right) = 13.6 \times 19.4 = 263.84 m^2$.

Area of 'E' $= \left(\frac{14.4+15.2}{2}\right) \times \left(\frac{23.8+26.5}{2}\right) = 14.8 \times 25.15 = 372.22 m^2$.

Deductions. Tree $= (3 \times 1.4) m = 4.2 m^2$.

Footpath. $= (15.2 \times 1.85) m = 28.12 m^2$.

Total Area $= (A+B+C+D+E) - (\text{Deductions})$

$= [205.61 + 457.2 + 580.03 + 263.84 + 372.22 - (4.2 + 28.12)] m^2$

$= (1878.9 - 32.32) m^2$

$= \boxed{1846.58 m^2}$ — "F"

Nd. SC/UPS/NR.
18.11.2022.

JE/W/DW

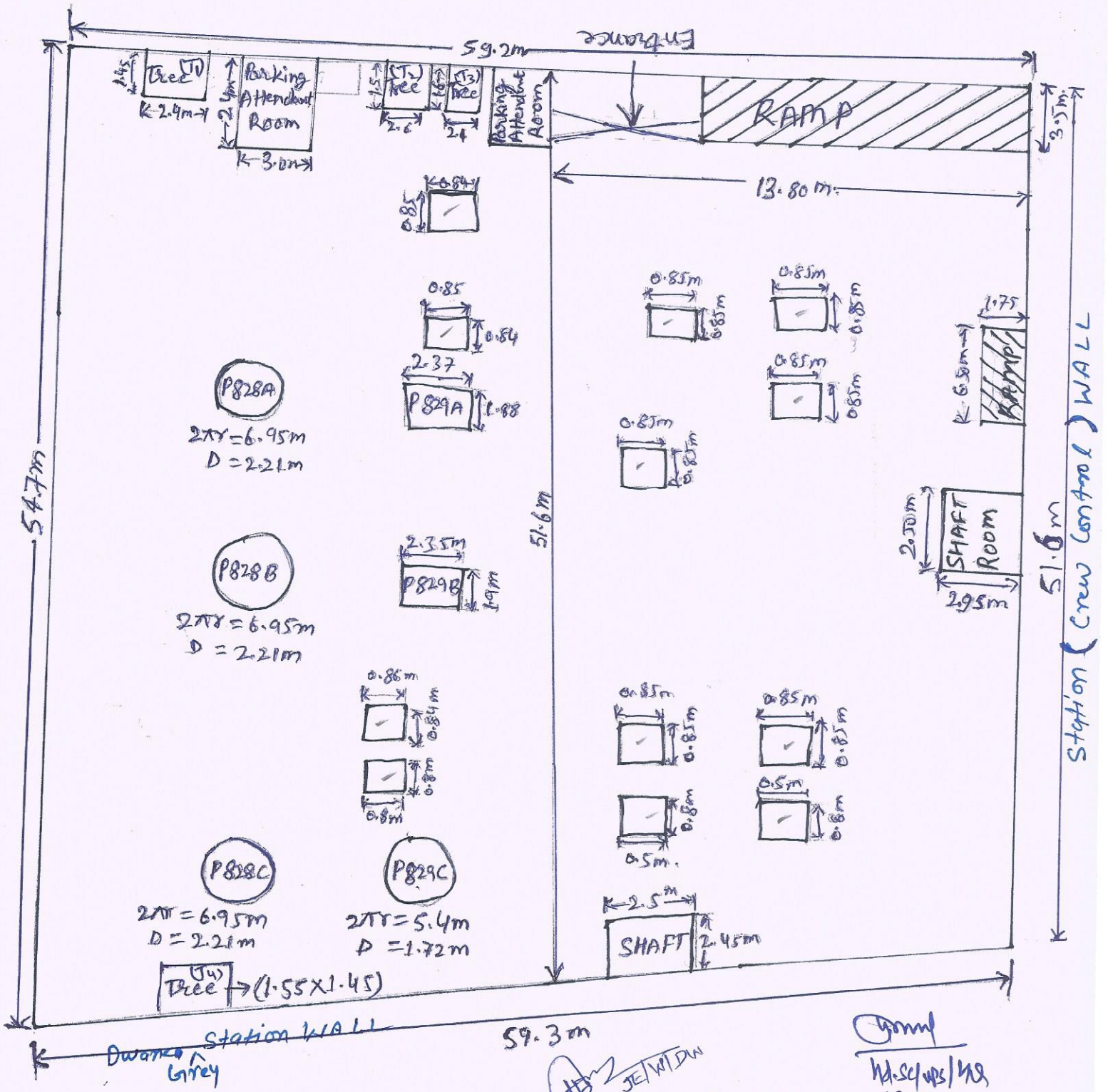
SCF/PB
23.11.22

Meeting (PATRAM Meena)
Sr. SDM Dwarka
23.11.2022

STAFF PARKING + NEW PARKING (North. Side.)

Dwarka

→ All dimensions are in meter.
→ Drawing not as per Scale.



JE/W/DW

SC/F/PS
23.11.22

SS/SM Dwarka.
23.11.2022

Hd.SC/WPS/HG
18.11.2022.

Calculation.
(North Side).

$$\text{Area} = \left(\frac{54.7 + 51.6}{2}\right) \times \left(\frac{59.3 + 59.2}{2}\right)$$

$$= 53.15 \times 59.25 = \underline{3149.14\ m^2}.$$

Deductions:

Tree(T_1) $= 1.45 \times 2.4 = 3.48\ m^2$
Tree(T_2) $= 2.6 \times 1.5 = 3.9\ m^2$.
Tree(T_3) $= 2.1 \times 1.6 = 3.36\ m^2$
Tree(T_4) $= 1.55 \times 1.45 = 2.24\ m^2$.
→ $12.98\ m^2$.

Pillar No. P_{828A}, P_{828B}, P_{828C} $= 3 \times \frac{\pi}{4} D^2 = 3 \times \frac{22}{28} (2.21)^2 = 11.51\ m^2$

Pillar No. $P_{829C} = \frac{\pi}{4} D^2 = \frac{22}{28} (1.72)^2 = 2.32\ m^2$
$P_{829A} = 1.88 \times 2.37 = 4.46\ m^2$
$P_{829B} = 2.35 \times 1.9 = 4.46\ m^2$.
→ $22.75\ m^2$

Column = $(0.8 \times 0.8) + (0.86 + 0.84) + (0.85 \times 0.84) + (0.84 \times 0.85) + (0.5 \times 0.8) + (0.85 \times 0.85) \times (0.85 \times 0.85) \times (0.85 \times 0.85) \times (0.5 \times 0.8) + (0.85 \times 0.85) + (0.85 \times 0.85) + (0.85 \times 0.85) + (0.72) + (0.72)$

$= (0.64) + (0.72) + (0.71) + (0.71) + (0.4) + (0.72) + (0.72) + (0.72) + (0.4) + (0.72) + (0.72) + (0.72)$

$= 7.9\ m^2$.

Shaft $= (2.5 \times 2.45) + (2.5 \times 2.95)$
$= (6.13) + (7.37)\ m^2$
$= 13.49\ m^2$

Ramp + Gate $= (1.75 \times 6.5) + (13.8 \times 3.5)$
$= (11.38 + 48.3) = 59.68\ m^2$.

Total Area $= 3149.14 - [12.98 + 22.75 + 7.9 + 13.49 + 59.68]$
$= 3149.14 - 116.8\ m^2$.
$= 3032.34\ m^2$ → 'Z'

---

* **Net Area of Dwarka Parking** = Sum of areas of all the 03 (three) Parking Lots
= North Side Parking + South side Part-I + South Side Part-2.
= 'X' + 'Y' + 'Z'
$= (2092.49 + 1846.58 + 3032.34)\ m^2$
$= 6971.41\ m^2$.

Hd. Sc/Dr/HQ.

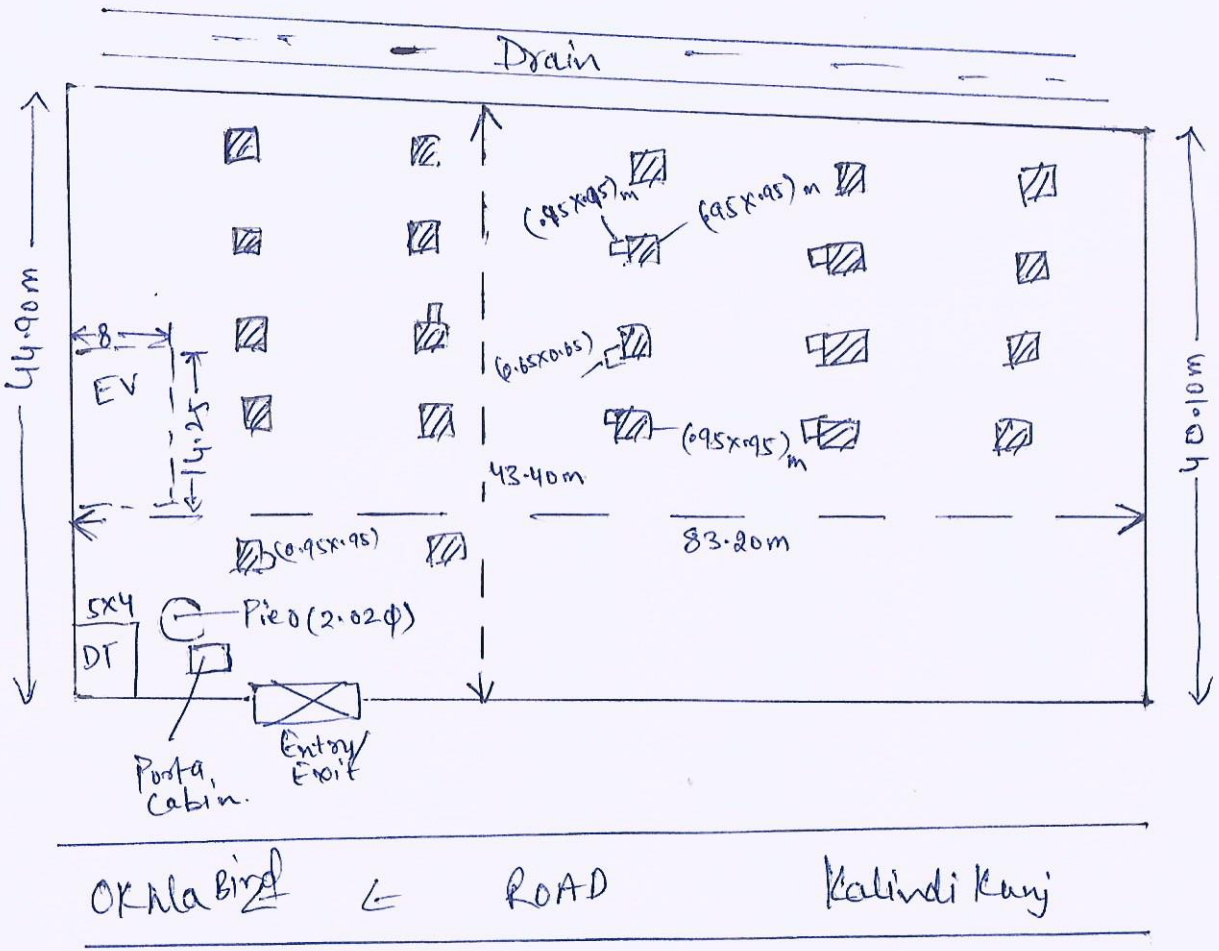
JE/W/DW

SC I/F/PB
23.11.22

ST. SM / Dwarka.
23.11.2022

Jasola Vihar Shaheen Bagh Metro station (L-8)

Date: 26.05.2023



* All dimensions are in meter.
* Drawing not as per scale.

VSpal
Sr. SM/52A
26/5/2023

SC/IPB
26/5/23

Pompal
JE/W/C-8
26/05/23

26/05/2023
(SC/To/Tender cell)

Date: 26.5.2023

Area Calculation Sheet for Jasola Vihar Shaheen Bagh (L-8)

(Page 2662)

Gross Area = $83.20 \times \left(\frac{44.90 + 43.40 + 40.10}{3}\right)$

$= 83.20 \times 42.80$

$= 3560.96\ m^2$

Deductions

① for SBL Pillars (22 pillars) = $22 \times 0.95 \times 0.95$

$= 19.855\ m^2$

② For Pits = $(6 \times 0.95 \times 0.95) + (2 \times 0.65 \times 0.65)$

$= 5.415 + 0.845$

$= 6.260 m^2$

③ for Main Line Pier = (Dia. = 2.02m)

$= \frac{\pi}{4} \times (2.02)^2$

$= 3.20\ m^2$

④ EV charging Space = $14.25 \times 8 = 114 m^2$

⑤ DT area = 5×4

$= 20\ m^2$

Total Deductions = ① + ② + ③ + ④ + ⑤

$= 163.315\ m^2$

Net Parking Area = Gross Area - Total Deductions

$= 3560.96 - 163.315$

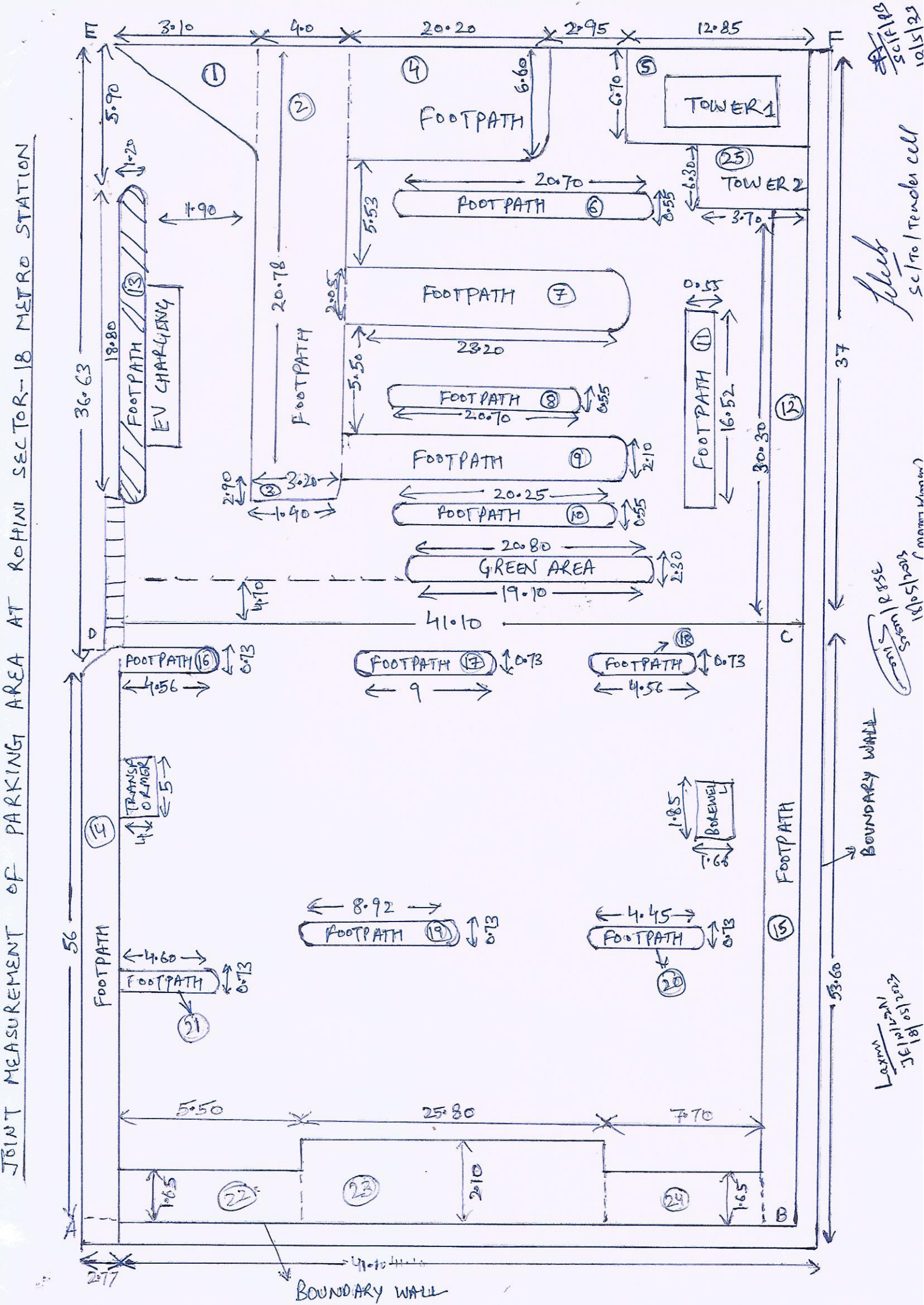
$= 3397.645\ m^2$

VS/ad Sr. SM/JLA 26/05/2023

SE(F)/P3 26/5/23

Pankaj JE/WP-8 26/05/23

Jalees 26/05/2023 (SC/TO/Tender cell)


JOINT MEASUREMENT OF PARKING AREA AT ROHINI SECTOR-18 METRO STATION
E
F
A
B
C
D
3.10
4.0
20.20
2.95
12.85
5.90
1.20
1.90
20.78
FOOTPATH
6.60
6.70
TOWER 1
TOWER 2
6.30
3.70
20.70
0.55
5.53
2.05
23.20
5.50
2.10
3.20
1.40
2.90
20.25
20.80
GREEN AREA
2.30
19.10
4.10
41.10
36.63
18.80
FOOTPATH
EV CHARGING
16.52
30.30
37
0.73
4.56
9
8.92
4.45
4.60
TRANSFORMER
5
1.85
BOREWELL
1.6
BOUNDARY WALL
53.60
56
5.50
25.80
7.70
1.65
2.10
2.77
BOUNDARY WALL

CALCULATION OF PARKING AREA AT ROHINI SECTOR-18 STATION

Total Parking Area

ABCD = $43.87 \times \left(\frac{53.60 + 56}{2}\right)$

= 43.87×54.8

= 2404.07 Sqm.

CDEF = $\left(\frac{43.1 + 41.1}{2}\right) \times \left(\frac{37 + 36.63}{2}\right)$

= 42.1×36.81

= 1549.70 Sqm.

Total Area = 2404.07 + 1549.70

= 3953.77 Sqm.

GREEN AREA = $\left(\frac{20.8 + 19.10}{2}\right) \times 2.30$

= 19.95×2.30

= 45.88 Sqm.

BOREWELL = 1.85×1.66

= 3.07 Sqm.

EV CHARGING =

= 115 Sqm.

TRANSFORMER = 5.00×4.00

= 20 Sqm.

Laxmi
18/05/2023
JE/WL-2N

18/05/23
SE(M)/RSSE
Manoj Kumar

18/05/23
SC/F/RS

fileeb
SC/TO/Tender cell

FOOT PATHS (Avg. Height = 0.25m)

① $0.5 \times 3.10 \times 5.90 = 9.15$ Sqm. (Triangular Area)

② $21.78 \times 4.0 = 87.12$ Sqm.

③ $\left(\frac{3.20 + 1.40}{2}\right) \times 2.90 = 6.67$ Sqm. (Trapezium)

④ $20.20 \times 6.60 = 133.32$ Sqm.

⑤ $12.85 \times 6.70 = 86.09$ Sqm.

⑥ $20.70 \times 0.55 = 11.38$ Sqm.

⑦ $23.20 \times 2.05 = 47.56$ Sqm.

⑧ $20.70 \times 0.55 = 11.38$ Sqm.

⑨ $23.20 \times 2.10 = 48.72$ Sqm.

⑩ $20.25 \times 0.55 = 11.14$ Sqm.

⑪ $16.52 \times 0.55 = 9.09$ Sqm.

⑫ $30.30 \times 2.10 = 63.63$ Sqm.

⑬ $18.80 \times 1.20 = 22.56$ Sqm.

⑭ $56.00 \times 2.77 = 155.12$ Sqm.

⑮ $53.60 \times 2.10 = 112.56$ Sqm.

⑯ $4.56 \times 0.73 = 3.32$ Sqm.

⑰ $9.00 \times 0.73 = 6.57$ Sqm.

⑱ $4.56 \times 0.73 = 3.32$ Sqm.

⑲ $8.92 \times 0.73 = 6.51$ Sqm.

⑳ $4.45 \times 0.73 = 3.24$ Sqm.

㉑ $4.60 \times 0.73 = 3.35$ Sqm.

㉒ $1.65 \times 5.50 = 9.07$ Sqm.

㉓ $25.80 \times 2.10 = 54.18$ Sqm.

㉔ $7.70 \times 1.65 = 12.70$ Sqm.

㉕ $6.30 \times 3.70 = 23.31$ Sqm.

Total footpath Area = 941.06 Sqm.

JE/W/L-2/21 18/05/2023

SE/RBS 18/05/23 Manoj Kumar

SE/Tech/Tender

SE/RBS 18/5/23

DEDUCTIONS :-

⇒ Green Area + Borewell + Total Footpath Area + EV charging + Transformer.

⇒ 45.88 + 3.07 + 941.06 + 115 + 20

⇒ 1125.01 Sqm.

Net Parking Area = Total Parking Area − Deductions.

= 3953.77 − 1125.01

= 2828.76 Sqm.

18/05/23
SE(M)/RBSE
Manoj Kumar

Laxmi
JE(M)/L-2A
18/05/2023

Saleem
SC/To/Tender cell

SC(F&P)
18/05/23