

DIRECTORATE OF
URBAN LOCAL BODIES
HARYANA, PANCHKULA

22 OCT 2018

Rec. No. DUB-64930

Supr

[Signature]
22/10/2018

From Mr. Rakesh Mehta,
R/o Tohana,
Haryana.

To The Director,
Urban Local Bodies,
Panchkula, Haryana

CTP

Sub: Suggestions to implement the AHP Core Area Policy in the municipal towns.

Please refer your public notice dated 28.09.2018 vide which the date of submission of application has been extended upto 26.10.2018.

R/Sir,

We are interested in the policy frame by the Department to provide affordable Housing to the identify beneficiaries under the policy dated 26.06.2018. For this, we wants some special requirement pertaining to the policy from your side:

- Kindly extend the date for submission of application from 26.10.2018 to 25.11.2018 (i.e. 1 month), so that we can apply along all requisite documents under this policy.
- It is requested to allow us to achieve permissible FAR as mentioned in the policy in order to provide the housing to the other people who are not beneficiaries. For example, if, in 1 acre only 50 beneficiaries apply / gave their consent to purchase the dwelling unit and as per the FAR 120 flat can be constructed on 1 acre than we were allow to construct 120 flat as per the permissible FAR.
- Height restrictions need to be remove so that permissible FAR will be achieved.
- In the said policy, the method to resume the plot (in case of beneficiary not deposited their installment or not coming forward for possession of their flat) need to be clear.

R. Mehta
22-10-2018

MUNICIPAL CORPORATION.....

.....BRANCH

E-TENDER NOTICE

(FOR E-TENDERING OF PAID PARKING AREAS)

SECTION-1

Tenders on item RATE BASIS through electronic tendering process are hereby invited on behalf of the Commissioner, Municipal Corporation,.....from the reputed firms and contractors from anywhere in India for the following work(s) on the prescribed form available at websiteor <https://etenders.hry.nic.in>.

CONDITIONS:

The bidders have to upload the scanned copy of documents and Earnest Money Deposit (EMD) before the last date of submission of E-tender. The folder containing earnest money will be opened on the due date of opening of tenders. This Bid will be scrutinized and e-price bid of eligible agencies as per criteria. The Highest firm/contractor (H1) has to submit the original EMD (as uploaded) within period of 7 days of opening of financial bids as detailed in the DNIT.

1(a) The tender documents shall be uploaded in three Folders as under:-

Folder-A:

It should contain the scanned copies of the following:-

- Earnest Money Deposit of the requisite value & shape and in favour of the Commissioner, Municipal Corporation,.....by designation only.
- The undertaking as per format prescribed under 2(c) of E-Tender Notice that if declared H-1 firm, the Earnest Money in physical form as uploaded shall be submitted within period of one week of opening of financial bids.

NOTE: IT SHOULD BE NOTED BY THE INTENDING CONTRACTORS THAT THE DOCUMENTS AS MENTIONED ABOVE IF ARE NOT UPLOADED UNDER FOLDER A, THEN THE BID SHALL BE REJECTED STRAIGHTAWAY AND FOLDER B SHALL NOT BE CONSIDERED FOR OPENING.

ii. Folder-B: Pre-Qualification Bid

- a. Signed copies of instructions to the applicants, terms and conditions of licence and technical bid performa duly filled and signed.
- b. Earnest Money Deposit in shape of DD drawn in favour of Commissioner, Municipal Corporation,of an amount as mentioned above.
- c. A copy of PAN of applicant.
- d. A copy of balance sheet of last two years.
- e. A copy of memorandum of articles, and

- f. A certificate duly signed that the contractor/agency/firm is not blacklisted by any Govt. Department or Autonomous body.
- iii. Folder-C: Financial Bid
It shall contain Financial Bid on the prescribed format (BoQ).
- 1(b) Folder-A: shall be opened on the due date of opening at hours as per Tender Notice.
- Folder-B: shall be opened only of tenderers/contractors whose scanned earnest money under Folder-A is found to be in order.
- Folder-C: shall be opened only of those contractors who will be found technically qualified for the work. The date of opening of Folder-C shall be after opening of Folder-B.
2. a The Earnest Money shall be in the shape of Deposit –at– Call receipt or Demand Draft or Pay order of any scheduled Bank payable at in favour of the Commissioner, M.C.shall be scanned and uploaded to the E-Tendering website within the period of Bid Submission.
- b The physical E.M.D. of the scanned copy of EMD up-loaded shall be deposited by the highest Tenderer within a week after opening of Financial Bid(s), failing which the tender shall be rejected and Agency shall be debarred by the Municipal Corporation..... While submitting the Earnest Money in original, the Tender ID and Name of work should be written on the reverse side of the same. Further the following undertaking, in this regard, shall also be uploaded by the intending bidders: -
- “The physical E.M.D. shall be deposited by me/us with the calling the tender in case I/We become the highest tenderers within a week of the opening of Financial Bid otherwise Corporation may reject the tender and also take action to debar or blacklist my agency”.
- c IN CASE THE H-1 FIRM FAILS TO DEPOSIT THE EARNEST MONEY IN ORIGINAL AS UPLOADED WITHIN THE STIPULATED TIME PERIOD OF 7 DAYS, THEN THE CONTRACCTOR SHALL BE DEBARRED FOR NEXT SIX MONTHS TO PARTICIPATE IN THE TENDERING PROCESS IN MUNICIPAL CORPORATION,.....
3. Bid documents can be downloaded from the official Website of Municipal Corporation,.....or <https://etenders.hry.nic.in>.
4. The Bidders shall have to submit their Bids online in Electronic Format with Digital Signatures. For participation in the e-tendering process the Bidders need to register themselves on <https://etenders.hry.nic.in/>.

5. IT MAY BE NOTED BY THE INTENDING CONTRACTORS/FIRMS/BIDDERS THAT THE BID SUBMITTED SHALL BECOME INVALID IF: -
- i. The bidder is found ineligible.
 - ii. The bidder does not upload all the documents as stipulated in the bid document including the undertaking about deposition of Physical EMD of scanned copy of EMD uploaded.
 - iii. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted PHYSICALLY BY THE HIGHEST TENDERER in the office of tender opening authority.
 - iv. The highest bidder does not deposit physical EMD within a week of opening of tender.
6. The Bids shall be uploaded in Electronic Format on the websiteor <https://etenders.hry.nic.in/>. Scanned copies of Earnest Money Deposit and Eligibility Documents shall also be uploaded along with the Bid within prescribed time limit.
7. The certified copies of all the scanned and uploaded documents shall have to be submitted only by the highest bidder along with physical EMD as per scanned copy of EMD uploaded within a week physically in the office of the Commissioner, Municipal Corporation..... The tender opening authority may also verify the original documents of the other participating Agencies, if required.
8. The contractor/firm will ensure that no Child Labour is engaged at the site to work.
9. In the case of any discrepancy between the download/submitted Tender documents, the following order of preference shall be observed: -
- The approved DNIT in this office.
10. Municipal Corporation,reserves the right to verify the particulars furnished by the applicant/firm/contractor independently. If any information furnished by the applicant is found incorrect at a later stage, the firm/contractor shall liable to be debarred for future tendering in Municipal Corporation,.....

Commissioner
Municipal Corporation,
.....

Section 2 – Instructions to Bidders

1. Eligibility & Procedure for submission of Bids
 - 1) Any adult citizen of India/partnership firm/public limited company/private limited company/consortium firm (of not more than 03 entities with the condition that one should be principal entity with more than 50% stakes in the consortium)/registered society/registered cooperative society/registered marketing association/registered RWA capable of entering into license agreement, who has/have cleared all up to date outstanding dues of Municipal Corporation..... if any, shall be eligible to participate in the tender for allotment of parking sites on license basis as per terms and condition of this tender.
 - 2) No experience of running/managing parking site (s) is required for any of the offered parking lot.
 - 3) Any individual/partnership firm/public limited company/private limited company/consortium firm/registered society/registered co-operative society/registered marketing association/registered RWA whose license has been cancelled/black listed/debarred in the past by any Central/State Govt. department all over India, if any, or any of its partner/proprietor/director/member have been blacklisted for breach of terms and conditions of the agreement, shall not be eligible for offering tenders and the individual/partnership firm/public limited company/Pvt. Limited Company/consortium firm/registered society/registered co-operative society/registered marketing associations/registered RWAs shall be required to furnish an undertaking to this effect along with tender form.
 - 4) Any person/party/firm or registered parking contractor who is disqualified or ineligible to participate in the tender according to the aforesaid conditions shall not be qualified to offer the tender in the name of its associate concern subsidiaries/principals/front and the Commissioner/authorized officer on his behalf may declare the tenderer disqualified on this ground. If he is of the opinion that the said tenderer is acting in collusion with for the benefit of any other party who would have been disqualified to participate in tender of his own.
- 1.1 It is proposed to have a Three Folder System for this Tender process as under:
 - a) Folder A – EMD and undertaking as per 2(b) of E-tender Notice.
 - b) Folder B – Pre-qualification Bid
 - c) Folder C – Financial Bid
- 1.2 It must be noted that License Fee quoted should not be indicated in the Pre-Qualification Bid and must be indicated in the Financial Bid only.
2. Cost of Tender Document
3. The Bidder shall bear all costs associated with the preparation and submission of its Bids, including cost of presentation for the purposes of clarification of the Bids, if so desired by the Municipal Corporation..... The Municipal Corporation will

in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tender Process.

3. Contents of the Tender Document
 - 3.1 The Schedule of Requirements & Scope of Goods/Services of the Goods/Services required, Bid procedures and Contract terms are prescribed in the Tender Document. In addition to Section 1 – Invitation for Bid, the Tender Document includes:
 - a. Section 2 - Instructions to Bidders;
 - b. Section 3- This Section comprises of following Sections:
Section 3A – Agreement Form
Section 3B – General Conditions of Contract
 - c. Section 4 – This Section comprises of the following Appendices
Appendix A – Format for Power of Attorney for Signing of the Bid.
 - 3.2 The Bidder is expected to examine all instructions, forms, general terms & conditions, and Schedule of requirements in the Tender Document. Failure to furnish all information required by the Tender Document or submission of a Bid not substantially responsive to the Tender Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.
4. Amendment of Tender Document
 - 4.1 At any time prior to the last time and date for receipt of Bids, the Municipal Corporation....., may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by an amendment.
 - 4.2 The amendment will be notified in writing or by e-mail to all the prospective Bidders who have sought clarification on the Tender Document and will be binding on them. The amendment will also be uploaded on the Website ".....in of Municipal Corporation.
 - 4.3 In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Municipal Corporation. may, at its discretion, extend the last date for the receipt of Bids.
5. Language of Bids
 - 5.1 The Bids prepared by the Bidder and all correspondence and documents relating to the Bids exchanged by the Bidder and the Municipal Corporation shall be written in the English language.
6. Documents Comprising the Bids
 - 6.1 The Bids prepared by the Bidder shall comprise of the following components:
 - a. Folder A: - EMD and undertaking of EMD as per 2(c) of Section 1
 - b. Folder B: - Pre qualification bid :- Please refer 1(ii) of section 1 – E-tender notice.

c. Folder C: - The financial bid.

7. Monthly License Fee

7.1 The Bidder shall indicate in the format prescribed in Folder 'C' the Monthly License Fee for providing Parking Services, it proposes to provide under the Contract.

7.2 In the absence of above information a Bid shall be considered as incomplete and summarily rejected.

7.3 There will be separate minimum Reserve Monthly License Fee (RMLF) for each of the parking site as per their size/economic potential etc. as mentioned against the site in the NIT (Notice Inviting Tender). The same is reproduced below:

Sr. No.	Location of Fully Automatic/ Semi-Automatic/ Without Automatic PPA	Reserve Monthly License Fee (Rs.)	Map available in appendix _____
1.			
2.			

8. Earnest Money Deposit (EMD)/Bid Security

8.1 The Bidder shall have to deposit an amount equal to three times the reserve monthly licence fee fixed for the site as Earnest Money Deposit (EMD)/Bid Security, by way of Bank Draft along with the Pre-Qualification Bid.

8.2 The EMD shall be denominated in Indian Rupees, and shall be in the form of a Bank Demand Draft issued by a Nationalized/Scheduled Bank. The Bank Demand Draft must be drawn in favour of "Commissioner, Municipal Corporation....." and payable at.....

8.3 The EMD is required to protect the Municipal Corporation against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to Clause 8.5 of section 2.

8.4 The EMD will be kept as security deposit in case of the Successful Bidder and shall not be adjustable towards Monthly License Fee (hereinafter referred to as "MLF"). The EMD of successful Bidder will be refunded to him after successful completion of contract agreement period, without any interest on it.

8.5 Bids submitted without the Earnest Money Deposit (EMD).=/Bid Security will be rejected summarily.

The EMD will be forfeited:

a) If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Bid; or

b) In the case of a successful Bidder, if the Bidder fails:

i. To execute the Agreement in accordance with Clause 23 of section 2

ii. to furnish Contract Performance Security in accordance with Clause 24.1(b) of Section 2

8.6 Earnest money in respect of unsuccessful Bidder will be refunded/returned without any interest, unless the same is forfeited for some other reasons.

9. Period of Validity of Bids
 - 9.1 The validity of the offer shall be 90 days from the date of opening of Pre-Qualification Bids prescribed by the Municipal Corporation and the same cannot be withdrawn by the Bidder before the expiry of validity period, otherwise EMD shall be forfeited and the Bidder shall be blacklisted for further tenders, besides other action being taken against him. A Bid valid for a shorter period shall be rejected by the Municipal Corporation. as non-responsive.
 - 9.2 In exceptional circumstances, the Municipal Corporation, may solicit the Bidder's consent to an extension of the period of validity of the Bids. The request and the responses thereto shall be made in writing or by e-mail. A Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request will not be required nor permitted to modify its Bid.
10. Monthly License Fee in any form or by any reason before opening of the Financial Bids must not be revealed, failing which the Bid shall be liable to be rejected.
11. Local Conditions
 - 12.1 The Bidder shall inspect the parking site which will be given on 'as is where is' basis and may obtain necessary clarification, if any, regarding the same to his full satisfaction before offering bid for the same. The Bidder shall acquaint himself of all the local conditions and the parking sites conditions.
 - 12.2 The Bidder should bid the amount by considering its entire potential to attract the customers (vehicle owners). Municipal Corporation will not be responsible for any decline in the potential of revenue at the parking site for any reason whatsoever.
 - 12.3 Failure to meet all the conditions prescribed in Folder B for Eligibility and Pre-Qualification of Bidders and/or failure to submit all the information/supporting documents may render the Bidder not being Pre-Qualified.
13. Address for Correspondence
 - 13.1 The Bidder shall designate the official mailing address, place, e-mail and fax number to which all correspondence shall be sent by the Municipal Corporation.
14. Opening of Bids by Municipal Corporation
 - 14.1 On the basis of information furnished in the Pre-Qualification Bid, pursuant to Folder B, Bidders will be pre-qualified. The Bid of Bidders, who do not qualify at this stage, will not be opened i.e. Folder C will not be opened.
 - 14.2 Bids of only Pre-qualified Bidders will be taken up for further opening of their Financial Bid.
15. Clarifications
 - 15.1 When deemed necessary, the Municipal Corporation may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or price quoted.

16. Preliminary Examination

The Municipal Corporation will examine the Bids to determine whether they are complete, whether required Tender Document Fee and EMD have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

17. Arithmetical errors will be rectified on the following basis. In the event of any difference between figures and words, the amount indicated in words shall prevail. If the Bidder does not accept the correction of errors, its Bid will be rejected.

18. A Bid determined as not substantially responsive will be rejected by the Municipal Corporation and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

19. The Municipal Corporation may waive any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

20. Contacting the Municipal Corporation

20.1 No Bidder shall contact the Municipal Corporation on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded.

20.2 Any effort by a Bidder to influence the Municipal Corporation Bid evaluation, Bid comparison or Contract award decisions may result in the rejection of the Bidder's Bid.

Criteria for Determination of the Best Evaluated Financial Bid

The Bidder, who has quoted the highest Monthly License Fee in its Financial Bid, will be evaluated as the Best Evaluated Bid (H1).

21. Municipal Corporation's Right to Accept Any Bid and to Reject Any or All Bids

21.1 The Municipal Corporation..... reserves the right to accept any Bid, and to annul the Tender process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Municipal Corporation..... action.

22. Acceptance of Tender/Bid:

22.1 The officer opening the tenders may without assigning any reason cancel the tender bid or negotiate with the highest Bidder.

22.2 The offer/bid made by the Bidder shall be subject to acceptance by the Competent Authority of Municipal Corporation..... or any other officer authorized/delegated by him.

22.3 Parking license will be given to the highest bidder, even if there is valid single bidder. But, no bid quoting MLF less than the minimum Reserve MLF will be accepted.

22.4 In case, there are two successful highest bidders, with matching bids, the H-1 will be declared by lucky draw system under the supervision of competent authority of the Municipal Corporation..... in the presence of both the bidders.

- 22.5 In case H-1 fails to accept the offer within 15 days and refuses to take possession of the site within the stipulated period then the site will be re-tendered.
- 22.6 Prior to the expiry of the period of Bid validity, the Municipal Corporation..... will issue an Offer Letter to the successful Bidder in writing by registered letter or by e-mail, to be confirmed in writing by a registered letter, that its Bid has been accepted.
23. Agreement to be executed
- 23.1 The successful Bidder shall execute an agreement with the Municipal Corporation..... in the format to be supplied by the M.C..... on a non-judicial stamp paper of Rs. 50/- duly attested by 1st Class Magistrate or Oath Commissioner, to be purchased and provided by the said Bidder within 10 days of acceptance of the offer, failing which the earnest money shall be forfeited and offer by the Municipal Corporation..... shall be deemed to have been cancelled.
24. Remaining EMD/Security Deposit/Bank Guarantee/F.D.R.
- 24.1 Within 15 days of the issuance of offer letter the successful bidder shall have to deposit a) the difference of amount of quoted MLF for 03 months and reserve monthly licence fee for 03 months (i.e. EMD Amount) as part of Security Deposit over and above the EMD already deposited along with the bid by way of demand draft in favour of Commissioner, Municipal Corporation..... payable at b) Bank Guarantee or Fixed Deposit in the name of Commissioner, Municipal Corporation..... by a Scheduled/Nationalized Bank of the amount equivalent to the 3 (three) times of the quoted Monthly Licensee Fee (MLF) valid for the entire period of the license agreement plus six months thereafter.
- 24.2 Failure of the successful Bidder to comply with the requirement of Clause 23 and/or Clause 24.1 shall constitute sufficient grounds for the annulment of the offer and forfeiture of the EMD, in which event the Municipal Corporationmay award the Contract to the next best evaluated Bidder or call for new Bids.
25. Litigation History
- Any entity which has been debarred/blacklisted by any Central/State Government, or any entity controlled by it, from participating in any assignment/project, and the bar subsists as on the date of Application (even if the litigation is pending on the same dispute (debarred/blacklisted) under the jurisdiction/arbitration/laws), shall not be eligible to submit the Bid.
26. Fraud and Corrupt Practices
- i. The Bidders and their respective officers, employees, agents shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained herein, Municipal Corporation..... may reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the selection process.

- ii. Without prejudice to the rights of Municipal Corporation.....hereinabove, if the Bidder is found by Municipal Corporation.....to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, such Bidder shall not be eligible to participate in any of Tender issued by Municipal Corporation.....during a period of 2(two) months from the date such Bidder is found by Parking Branch, Municipal Corporation.....to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- iii. For the purposes of this, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a. "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of any thing of value to influence the actions of any person connected with the selection process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Municipal Corporation.....who is or has been associated in any manner, directly or indirectly, with the selection process or the Offer Letter or has dealt with matters concerning the agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Municipal Corporation.....shall be deemed to constitute influencing the actions of a person connected with the selection process); or (ii) engaging in any manner whatsoever, whether during the selection process or after the issue of the Offer Letter or after the execution of the agreement, as the case may be, any person in respect of any matter relating to the Project or the Offer Letter or the agreement, who at any time has been or is a legal, financial or technical adviser of the Municipal Corporation.....in relation to any matter concerning the Project;
 - b. "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the selection process;
 - c. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the selection process;
 - d. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Municipal Corporation.....with the objective of canvassing, lobbying or in any

manner influencing or attempting to influence the selection process; or
(ii) having a Conflict of Interest; and

- e. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.
27. No tender forms shall be issued by the Department and the same shall have to be downloaded by the intending tenderers alongwith price schedule from the official websiteor <https://etenders.hry.nic.in>.
 28. The quantity given against such item in the schedule can be reduced or increased by the(or Addl./Jt. M.C.) at any time; no objection or any claim from the contractor will be entertained on this account.
 29. No claim will be entertained from the contractor in case of mistake in description, rates, units, taken in the schedule during preparation or on account of typing of comparison or over sighting, if there is any mistake in DNIT regarding description, rates, units, taken in the schedule that will be rectified at any stage.
 30.(or Addl./Jt. M.C.) reserves the right to accept or reject any/all tenders without assigning any reason.
 31. The rates quoted should be firm inclusive of all taxes duties and other statutory taxes etc. Any variation in the statutory charges shall be borne by the contractor without any extra cost to the Department.
 32. The intending contractors are advised to visit the site before tendering. No claim on account of ignorance of site conditions shall be entertained later on.
 33. The tenderer will not be reimbursed for any expenses incurred in preparation or submission of tenders.
 34. The income tax and other statutory taxes/charges shall be collected from the contractor as per Govt. Rules.
 35. Any dispute/any compensation/any penalty levied upon agency will be the sole responsibility of agency during the contract period. Any dispute arising with other departments will be the liability of the agency; Municipal Corporation will not be responsible for any damage, theft, loss of life, compensation during the contract period.
 36. The Contractor shall be responsible for complying with all the acts/rules (including labour law) and regulation of any relevant document organization of State/Centre as applicable to this contract during the period of contract.
 37. In case of failure or default in the performance or responsibilities or breach of terms and conditions of agreement, action as per "....."shall be taken.
 38. The conditional tenders or tenders without earnest money are liable to be rejected.

Commissioner,
Municipal Corporation,
.....

Section 3A- Agreement

LICENCE AGREEMENT

(All notes should be deleted in final text)

THIS AGREEMENT (hereinafter called the "Contract") made the [day] day of the month of [month],[year]

Between

The Municipal Corporation,acting through Commissioner/Additional/Joint Commissioner, Municipal Corporation,(hereinafter "the M.C.....") of one part and shall be deemed to include any other representative authorized by the Commissioner, Municipal Corporation,.....

And

_____ (Name of the Selected Bidder) (hereinafter called" the Licensee" of the other part and shall be deemed to include the Second Party's successors, representatives (approved by the First Party), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the Contract, having its registered office at _____.

WHEREAS

- a. The M.C..... has requested the Licensee to provide certain Services as defined in this Contract (hereinafter called the "Parking Services");
- b. The Licensee, having represented to the M.C..... that it has the required professional skills, and personnel and resources, has agreed to provide the Parking Services on the terms and conditions set forth in this Contract;

NOWHEREFORE the parties here to hereby agrees follows:

1. The following documents attached hereto shall be deemed to Forman integral part of this Contract:
 - a. The General Conditions of Contract;
 - b. Annexure A – List of Parking Site (s)
 - c. Annexure B – Monthly License Fee
2. The mutual rights and obligations of the M.C..... and the Licensee shall be asset forth in the Contract, in particular:
 - a. The Licensee shall provide Parking Services at the Parking Site (s), as per Annexure A, in accordance with the provisions of the Contract; and
 - b. The Licensee shall make payments towards the Monthly License Fee, as per Annexure B, to the M.C..... in accordance with the provisions of the Contract.

INWITNESSWHEREOF, THE Parties here to have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed, Sealed and Delivered for & on behalf of the Licensee	Signed, Sealed and Delivered for & on behalf of the Commissioner, Municipal Corporation,.....
--	---

Signed

Name : _____

Designation : _____

Date :

Place :

Signed

Name : _____

Designation : _____

Date :

Place :

In the presence of :

Name : _____

Designation : _____

Date :

Place :

In the presence of :

Name : _____

Designation : _____)

Date :

Place :

Section 3B – General Conditions of Contract (GC)

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a. "Applicable Law" means the laws and any other instruments having the force of law in India.
- b. M.C..... means the Municipal Corporation,and shall be deemed to include any other representative authorized by the Commissioner, M.C.....
- c. "Licensee" means any individual/partnership firm/public limited company/private limited company/consortium firm (of not more than 03 entities with the condition that one should be principal entity with more than 50% stakes in the consortium)/registered society/registered co-operative society/registered marketing association/registered RWA etc. that will provide the Parking Services at the Parking Sites under the M.C..... under the Contract.
- d. "GC" means these General Conditions of Contract.
- e. "Contract" means the License Agreement signed by the Parties and all the attached documents listed in its Clause 1 of the License Agreement, that is, the General Conditions (GC) and the Annexures.
- f. "Monthly License Fee" means the License Fee to be paid by the Licensee to the M.C..... for providing Parking Services at the Parking Sites under the jurisdiction of M.C..... in accordance with Clause 7 of GC;
- g. "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause 2 of GC.
- h. "Local Currency" means the currency of India.
- i. "Party" means the M.C..... or the Licensee, as the case may be, and "Parties" means both of them.
- j. "Personnel" means persons deployed/hired by the Licensee and assigned for providing the Parking Services or any part thereof under this Contract.
- k. "Services" means the Parking Services to be provided by the Licensee at the Parking Sites under the jurisdiction of M.C..... pursuant to this Contract.
- l. "In writing" means the communication in written form with proof of receipt.

1.2 Interpretation

In this Contract unless a contrary intention is evident:

- a. The clause headings are for convenient reference only and do not form part of this Contract;
- b. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;

- c. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- d. A word in the singular includes the plural and a word in the plural includes the singular;
- e. A word importing a gender includes any other gender;
- f. A reference to a person includes a partnership and a body corporate;
- g. A reference to legislation includes legislation repealing, replacing or amending that legislation;
- h. Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
 - i. In the event of an inconsistency between the terms of this Contract and the Tender and the Bid, the terms here of shall prevail.

1.3 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.

1.4 Language

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

1.5 Notices

- 1.5.1 Any notice, request, letter or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, letter or consent shall be deemed to have been given, made or delivered, when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified through registered post, e-mail ID, etc.

1.6 Parking Sites

The Parking Services shall be performed at such Parking Sites as are specified in Annexure A hereto.

1.7 Taxes and Duties

- 1.7.1 The Licensee, and their Personnel shall pay such direct/indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of India.
- 1.7.2 TCS u/s 206 C (IC) of IT Act 1961 : As per the provision of section 206C (IC) inserted by the Finance 9 no. 2) Act, 2004 w.e.f. 01.10.2004 of Income Tax 1961, the Licensee shall be required to deposit TCS @2% alongwith surcharge and Education cess on license fee as applicable from time to time.
- 1.7.3 The liability of all applicable taxes cess and fee or which may be made applicable due to change in Law or whatever reason shall vest with the Licensee being service provider at the rates notified/revised by the Govt. of India or any agencies from time to time. The liability to pay the service tax rests on the parking

contractor and he/she will pay the service tax to the GOI and accordingly his/her quotation of MLF should be made taking this into account.

1.8 Fraud and Corruption

1.8.1 It is the Municipal Corporation,policy to require that the M.C..... as well as the Licensee observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the M.C.....

a. Defines, for the purpose of this provision, the terms set forth below as follows:

- i. "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in Contract execution;
- ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a Contract.
- iii. "Collusive practices" means a scheme or arrangement between two or more Agencies, with or without the knowledge of the M.C....., designed to establish prices at artificial, non-competitive levels;
- iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract;

1.8.2 Measures to be taken by the M.C.....

- a) The M.C..... may terminate the Contract if it determines at any time that representatives of the Licensee were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that Contract, without the Licensee having taken timely and appropriate action satisfactory to the to remedy the situation;
- b) The M.C..... may also sanction against the Licensee, including declaring the Licensee ineligible either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the Licensee has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an M.C..... financed Contract.

2. Duration of License:

The license will be for duration of Three years with effect from the date of handing over the site to the licensee but the agreement shall be renewed after the expiry of one year with the enhancement of monthly license fee by 10% (ten percent) for the next year, subject to the satisfactory completion of period of first year of contract. Satisfactory completion implies that there should not be any dues pending against the contractor. The contract shall not be renewed in case. Three major violations of terms and conditions by the contractor have been reported.

However, if the allottee/licencee continue to operate the site after expiry of period, he shall be liable to pay to the corporation the misuse/damages charges@ Ten times the monthly license fee for such period of unauthorized occupation.

3. Earnest Money/Security Deposit/Bank Guarantee/Monthly License Fee:
- a) There shall be a minimum monthly reserve license fee fixed for each parking site which shall not be less than Rs. _____/- in any case. There will be separate minimum reserve price for each of the parking site as per their size/economic potential etc. and same will be mentioned against the site in the Notice inviting Tender (NIT). The tenderer shall have to deposit an amount equal to three times the Minimum Reserve Monthly Licence Fee (RMLF) for the site as Earnest Money Deposit (EMD), by way of Bank Draft along with tender form. The Security Deposit to be paid by the successful bidder shall be the three months quoted MLF. Accordingly, the successful bidder shall deposit the difference of amount of quoted MLF for 03 months and reserve monthly licence fee for 03 months (i.e., EMD Amount) as part of Security Deposit over and above the EMD already deposited along with the bid. These earnest money deposit (s) shall have to be made through demand draft in favour of Commissioner, M.C..... payable atand within fifteen days of the issuance of offer letter. This will be kept as security deposit in case of H1 and not adjustable towards MLF which will be refunded to him after successful completion of contract agreement period, without any interest on it. Tenders submitted without the earnest money will be rejected summarily. The EMD will be forfeited in case the tenderer does not accept the offer of allotment from the M.C..... within 15 days (fifteen days) of issue of offer letter.
 - b) A Bank Guarantee or Fixed Deposit in the name of Commissioner, M.C..... by a Scheduled/Nationalized Bank of the amount equivalent to the 3 (three) times of the quoted Monthly Licensee Fee (MLF) valid for the entire period of the license agreement plus six months thereafter has to be made within 15 days of issue of offer letter.
 - c) The successful bidder/Licensee shall deposit, within 05 days (five days) from the date of issuance of allotment letter/handing over of the parking site – the proportionate monthly license fee in the form of DD (payable to Commissioner, Municipal Corporation,.....) for the month in which allotment is made and one calendar advance MLF. For instance, if the allotment letter is issued on 09th of October, the licensee shall deposit proportionate license fee for October and full MLF for the month of November by 14th October. Payments thereafter for subsequent months shall be deposited by the licensee in advance on monthly installment basis before the end of the month for which the advance MLF is already paid and in no case beyond the 5th of every next month (called the last due date) vide a demand draft drawn in favour of Commissioner, M.C.....

- d) The above said procedure for deposition of MLF on monthly basis will be followed by the contractor for the second year of the contract, if extended, with 10% enhancement in MLF of the first year.
 - e) All these payments should be made from the corresponding bank account of the concerned individual/partnership firm/public limited company/private limited company etc. who is successful bidder subject to satisfactory performance during the period.
 - f) In case of failure to deposit the license fee in time, interest @ 18% p.a. will be levied from the due date of the deposit until the date of deposit. In case of delay upto 14 days, interest shall be payable for 15 days and for delay of more than 15 days (upto 30 days), interest payable shall be for one month. In case License fees is not paid on due date, a notice will be issued to the Licensee to pay his dues within 07 days, if dues are not cleared in that period, notice for cancellation of the contract will be issued by giving time of another 07 days. If even then, dues are not paid contract will be cancelled immediately and the parking taken over by the M.C..... On delayed payment, interest @ 18% p.a. on entire outstanding amount will be levied upto the date of clearing the dues or date of cancellation.
 - g) In no way, monthly fee be retained by the contractor, failing which, the same shall be treated as breach of contract and make the contract liable for termination.
 - h) Advance deposition of Monthly License Fee (MLF) does not create any right or lien in favour of the parking licensee to use and operate the parking for the said term. In case violation of any terms & conditions is noticed at any stage whatsoever, the parking license will be liable for cancellation.
4. Responsibility of tenderer before offering bid:
- (a) The tenderer shall inspect the parking site which will be given on 'as is where is' basis and may obtain necessary clarification, if any, regarding the same to his full satisfaction before offering bid for the same. The tenderer shall acquaint himself/herself of all the local conditions and the parking sites conditions.
 - (b) The tenderer should bid the amount by considering its entire potential to attract the customers. M.C..... will not be responsible for any decline in the potential of revenue at the parking site for any reason whatsoever. Any claim for remission on the basis of harm to business interest on extraneous/unforeseen conditions/reasons whatsoever shall be summarily rejected by the M.C..... without any kind of response to the licensee and the licensee shall not be entitled to make any claim/remission on that account. *Except the circumstances as mentioned under condition below: -*

- (c) The remission can be allowed by the competent authority in exceptional circumstances involving natural calamity occurred beyond control of any person, keeping parking site closed as per approval of competent authority of M.C..... /repair/maintenance works by Govt. Agencies, Competent Authority. M.C..... would consider on case to case basis subject to verification confirmation by the concerned department.

5. Advertisement boards kiosks may be allowed by M.C.....:

- (a) M.C..... shall reserve the right of putting up advertisement boards and kiosks on the boundary or within the parking site either for itself or through authorized advertiser/any other agency. M.C..... shall also reserves the right to auction/allot such number of security booth/other stall etc. as may be considered appropriate in specific well demarcated areas within or along the boundary of the parking site separately.
- (b) The contractor is not allowed to allow any untoward slogan/pictures with in the premises of the parking site. 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 for such other activity as may cause nuisance/embarrassment to the general public shall be carried or permitted to be carried in the parking site and the design of the M.C..... in this regard shall be final and binding.
- (c) In case the licensee/contractor of the particular parking site is found displaying any hoarding, display, commercial advertisement etc., that shall tantamount to unauthorized encroachment and major violation of terms and conditions warranting penalty for such act on part of the contractor. M.C..... reserves the rights to allow advertisement rights in parking lots to the registered advertiser(s) through separate tender.

6. Acceptance of tender/bid:-

- (a) The officer opening the tenders may without assigning any reason cancel the tender bid or negotiate with the highest tenderer. The validity of the offer shall be 90 days and the same cannot be withdrawn by the tenderer before the expiry of validity period, otherwise EMD shall be forfeited and the tenderer shall be debarred for further tenders in M.C....., besides other action being taken against him.
- (b) The offer/bid made by the tenderer shall be subject to acceptance by the competent authority, M.C..... or any other officer authorized/delegated by him. Earnest money in respect of unsuccessful tenderer will be refunded/returned without any interest, unless the same is forfeited for some other reasons.

- (c) Parking license will be given to the highest bidder, even if there is valid single bidder. But, no bid quoting MLF less than the minimum Reserve MLF will be accepted.
- (d) In case, there are two successful highest bidders, with matching bids the H-1 will be declared by lucky draw system under the supervision of competent authority of the M.C..... in the presence of both the bidders.
- (e) In case H-1 fails to accept the offer within 10 days and refuses to take possession of the site within the stipulated period then the site will be re-tendered.

7. Agreement to be executed:-

The successful tenderer shall execute an agreement with the M.C..... in the format to be supplied by the M.C..... on a non-judicial stamp paper of Rs.50/- duly attested by 1st Class Magistrate or Oath Commissioner, to be purchased and provided by the said tenderer within 10 days of acceptance of the offer, failing which the earnest money shall be forfeited and offer by the M.C..... shall be deemed to have been cancelled.

8. Parking Details

- (a) M.C..... will supply a map of the space together with demarcated exact area of site allowed for the parking of Bus/Tempo/cars/scooters/motorcycles and the licensee shall use the parking space strictly according to the map. This map shall be signed by the S.D.E./JE of Road Division of the M.C..... and by the licensee himself also at the time of handing/taking over the site. Use of parking site will be strictly as per terms of NIT and no vehicle other than those permissible shall be allowed to be parked in the parking site. The space allotted, as per map, will be allowed on roadside parking sites from the road berm and the area will be marked epoxy yellow thermoplastic coats by the licensee within two weeks and submit a certificate to this effect with photographs of the parking site to Commissioner, M.C....., (M.C.....)
- (b) The licensee shall make arrangement for illuminations and sign ages on the site as per approved design to be obtained from M.C..... and shall clearly demarcate the parking zone of the Vehicles per unit for the convenience of general public within seven days from taking over the site and the licensee shall not allow parking on more than the permissible space.

- (c) It is expected that the parking licensee shall inform the customer to take away moveable items like mobile phones, purses, sun-glasses or any other valuable items before parking their vehicles.
- (d) All road surface parking will be of single lane only, unless otherwise specified.

9. Timings:-

The parking shall remain open..... to midnight and the licensee shall allow parking of vehicles at all times except on valid reasons else non-availability of parking space. The Parking Licensee shall be responsible to keep the parking lot neat & clean. At specified zero parking time (displayed on the information board), the site must be free of any litter, garbage etc.

10. Rates:-

The licensee shall be required to ensure that the following parking charges/fee for various categories of vehicles shall be charged during the period of contract:-

a. Rates for Automatic Paid Parking Areas:-

Sr. No.	Type of Vehicle	Parking period	Parking fee including tax in Rs.
A	(Two Wheeler)	for first 4 hours	5.00
		up to 6 hours	7.00
		up to 8 hours	10.00
		up to 10 hours	15.00
		up to 12 hours	17.00
		Above 12 hours	20.00
	Helmet		2.00
B	Four Wheeler including Taxis/Three Wheelers	for first 4 hours	10.00
		up to 6 hours	15.00
		up to 8 hours	20.00
		up to 10 hours	25.00
		up to 12 hours	30.00
		Above 12 hours	40.00
C	LCV (Light Commercial Vehicle)	for first 4 hours	20.00
		up to 6 hours	25.00
		up to 8 hours	30.00
		up to 10 hours	35.00
		up to 12 hours	40.00
		Above 12 hours	50.00
D	HCV (Heavy Commercial Vehicle)	for first 4 hours	50.00
		up to 6 hours	60.00
		up to 8 hours	70.00
		up to 10 hours	80.00
		up to 12 hours	90.00
		Above 12 hours	100.00

Parking fee is to be paid at the time of exit.

- b. Parking for drop off or less than 10 minutes stop over: In order to facilitate drop off or stop over to receive the passenger, no fee shall be charged for the 10 minutes time. If the vehicle stay in the parking area more than 10 minutes for the drop off or stop over (to receive the passenger) then charges mentioned under para 10 shall be applicable.
- c. City Parking Passes:-

The City Parking Passes shall be issued to the public by the M.C..... on payment basis at the following rates as mentioned below:-

<u>S. No.</u>	<u>Type of Vehicle</u>	Proposed rates including service Tax, per month (in Rs.)
A	Two Wheeler	300.00
B	Four Wheeler	600.00
C	Three Wheeler	400.00
D	LCV	800.00
E	HCV	1000.00

City parking pass will be valid from to P.M.

- d. Particular parking pass

Monthly parking passes or particular paid parking area will be issued by the licensee at the following rates:-

<u>Type of Vehicle</u>	Proposed rates including service Tax, per month (in Rs.)
Two Wheeler	Rs.100.00
Four Wheeler	Rs.200.00
LCV	Rs.300.00
HCV	Rs.400.00

The persons purchasing smart card (debit card) as city pass will be given 10% discount on the above rates of city pass.

The collections received through sale of city parking passes will be distributed among all the Licensees on Pro-rata basis on the basis of annual bid of each PPA.

Important Instruction:

- a) The buses/tempo/HCV/LCV shall not be allowed to be parked at the parking sites, where it has not been specified.

- b) The licensee shall charge the parking charges only in conformity with the prescribed rates. The licensee shall inform the concerned police authorities every four months about the details of unclaimed vehicles.
- c) M.C..... reserves the right to revise the parking charges during the currency of the agreement. In case of revision in parking charges, the license fee paid by the licensee shall stand revised in the same proportion for the remaining period of the license.

Free Parking

All State Government Vehicles/ dignitaries with permission like M.P/ M.L.A/ Mayor/ Municipal Councilors etc. and accredited journalist shall be allowed free parking.

Annual parking passes for Councilors and officers/officials of M.C..... will be issued by M.C..... to the beneficiaries as under :-

1.	Mayor	2 Stickers & 100 Complementary Stickers
2.	Senior Deputy Mayor	2 Stickers & 25 Complementary Stickers
3.	Deputy Mayor	2 Stickers & 25 Complementary Stickers
4.	Councilors of MC	2 Stickers & 5 Complementary Stickers
5.	Commissioner	2 Stickers & 20 Complementary Stickers
6.	Additional CMC-I	2 Stickers & 3 Complementary Stickers
7.	Additional CMC-II	2 Stickers & 3 Complementary Stickers
8.	Joint CMC	2 Stickers & 3 Complementary Stickers
9.	Officers up to JE level	1 each
10.	Ex-Councilors from 1996	1 each
	Ex-Councilors from 2001	1 each
	Ex-Councilors from 2006	1 each
11.	Member of Parliament	2
12.	Ex. MP	1
13.	All print & Media persons coveringCity	1 each

Identified cards of all the employees of the State Government/ Municipal Corporation shall be valid for free parking in the paid parking areas of Municipal

Corporation,..... In case of non-compliance by the Licensee, the Licensee shall be liable to pay a penalty of Rs.200/- on each occasion.

11. Sign Board:-

- a) The licensee shall display an illuminated glow-sign board (size 6 ft. X 4 ft.) at the entrance and exit points of the parking site showing prominently there upon the following details: -

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

AUTHORIZED PAID PARKING SITE	
Name of the Licensee (With Reg. No. if Any)	
Validity period of License	
Address & Contact number of the Parking Contractor	
E-Mail ID of the Parking Contractor	
Name & Contact number of the Supervisor	
Number & Name of Workers Employed	
Area Police Station & Contact Number	
Area of Parking in Sq. Mtrs.	
Category of Vehicles allowed	
Parking Charges.	
<p>NB: - 1) In case of any difficulty/problem/complaint please contact the area police station and/or Superintendent, Parking Branch, Toll free Phone No. or send e-mail to M.C..... at e-mail_____.</p> <p>2) Vehicle parked beyond yellow line will be towed away by the Traffic Police or by the M.C..... treating it as encroachment on Public Land.</p>	

- (b) Beside the display board, the Licensee will be required to display a board at the conspicuous space at the parking lot carrying the following message and logo of the M.C..... as per the design and colour as may be provided by the M.C.....:- "THIS PARKING LOT BELONGIG TO M.C..... IS BEING MAINTAINED BY_____. IN CASE OF ANY DEFICIENCY OR COMPLAINT, PLEASE CONTACT AT TOLL FREE NO.OR SEND E-MAIL TO M.C..... AT e-mail_____.

- (c) In case the parking is full, parking licensee shall provide a board at the entrance displaying 'PARKING IS FULL, KINDLY SEEK ALTERNATE PARKING' at his own cost, in order to avoid any inconvenience to the intending visitors to the parking lot.

12. Duties & responsibilities of Licensee w.r.t. lighting/ illumination, cleanliness, sanitation, fire fighting system, Safty/Security etc.

The licensee shall make the following arrangements, at his own cost at the parking site.

- a. Complete illumination of entry and exit points of site with glow sign.
- b. General up keep and cleanliness within the parking site.
- c. Insurance of the site.
- d. Availability of optimum number of hand-held devices for issuance of parking slips and as stand by.
- e. The licensee shall not be entitled to any remission, whatsoever, on this score.

All employees of the licensee shall wear proper uniform during duty hours as mentioned below: -

- | | | |
|----|--------------------------|-----------------------------------|
| a) | Shirt | Light Brown (T-Shirts for summer) |
| b) | Pant | Dark Brown |
| c) | Belt | Brown |
| d) | Shoes | Black |
| e) | Full sleeve sweater | Brown |
| | And Jacket (for Winters) | |
| f) | Turbans for Sikh | Khakhi |

13. Duties & responsibilities of Licensee w.r.t. prevention of encroachment/ misuse at Parking site.

- (a) The licensee shall not vend any article through any unauthorized vendor at parking site. The licensee shall not permit washing/service/repair of vehicles or nuisance of any kind, whatsoever, inside the parking site otherwise apart from the legal action of removal of such nuisance, a fine of Rs.5000/- per offence shall be imposed upon the licensee. However, in such case s where vendors/stalls/kiosks are already in existence at parking site, due to allotment by the Parking Branch or under court orders/directions, the licensee shall ensure the possession and confirm his acceptance/acknowledgement in writing to this effect. It will be responsibility of the licensee not to allow unauthorized encroachments in the parking site during currency of his agreements otherwise the cost of demolishing such structure for unlawful concession shall be charged from

the licensee. M.C..... will be at liberty to remove encroachment inside/around the parking site without notice.

- (b) The licensee shall in no case construct any permanent structure; otherwise he will be liable to be prosecuted. The structure so constructed shall be liable to be demolished at the risk and cost of the licensee.
- (c) The site shall not be used for any purpose whatsoever, other than 'parking of vehicles', as per the terms & conditions of the agreement.

14. Duties and the responsibilities of the licensee w.r.t. Employees deployed for managing/operating the parking site. No subletting allowed:-

- (a) The licensee shall manage the parking of vehicles, security of the site, cleanliness, computerization, security (with CCTVs) whatsoever required either himself or through his employees. Such employees of the licensee will be in uniform while on duty and will also display/wear identification badges (as prescribed). He shall not sublet or allow any other persons(s) to run the car/scooter parking on his/her behalf. In order to ensure civilized behavior to his employees towards the general public, any minor/bad character/persons with past or present criminal record shall not be employed Licensee shall arrange for the character antecedents, verification report in respect of each of his employees at his own cost, from the police authorities under proper intimation to licensor. Certificate to this effect be provided to Parking Branch within a week of taking over the parking sites.
- (b) The licensee shall comply with the directions of local police authorities given from time to time.

15. Parking slips to be issued by the Hand Held Device mandatory:

The slips mentioning parking fee shall be issued to the commuters only through the Hand-Held Device, to record the time of entry, the time of exit, amount of parking fee charged and the registration number of the vehicles and such other details. This is mandatory and expenses there-for to be incurred by each licensee. Certificate to this effect using hand held device to be submitted to the Parking Branch within a week after taking over the parking site. M.C..... may require the data of the said hand – held device to be transmitted to it.

- (a) Parking slips issued through handheld device or manually shall have the details showing the SI. No. the location of M.C..... Paid Parking site, name and address of the licensee along with the period of availability of license along with other details with bold letter whereas the other details which the contractor deems fit in conformity with the terms and conditions of the license which may be printed in small font.

- (b) The records of the computerized slips for hand held device shall be maintained by the licensee and M.C..... shall have the right to demand/check this record at any time and the licensee shall be bound to furnish the same within the given time.

16. Licensee to be responsible for damage/loss to vehicles/accessories during parking etc.

- (a) The licensee shall be liable and responsible for any theft of vehicle/accessories and the damages/losses caused to the vehicles during its parking at the site. M.C..... will not be responsible or liable on any account for the same and M.C..... will not be made a party to any cycles/scooter/motorcycle/car etc. against loss, theft, damages riots, fire and/or other natural accidents. Licensee shall pay the premium thereon regularly in respect of insurance company and submit receipt to the Parking Branch along with the zerox copy of such insurance policy premium receipt for verification. Licensee will make good the losses due to theft, fire damages etc. to the owner of the vehicles. Licensee will get the insurance policy renewed from time to time during the license period failing which his license will be liable to be cancelled/terminated.
- (b) The licensee shall be liable and responsible for any loss of life and/or physical harm to the public on account of negligence on the part of licensee in maintaining the site properly.
- (c) The licensee shall not cause any damage to the M.C..... property either by himself or through his employees or general public. The licensee shall repair immediately, at his own cost, the damages that may have been (if any) caused to the parking wall/boundary/gate/ advertisements etc. as a result of negligence during the parking of vehicles. The decision of Addl. Commissioner/Joint Commissioner (in-charge of Parking Branch) will final and binding upon the licensee with regard to liability and quantum of damages to be paid by him.
- (d) The licensee shall be liable and responsible for a loss/damage caused in the parking or arising out of the parking sites and he shall indemnify and keep indemnified the M.C..... in respect of the losses or damages or expenses of litigation at the M.C..... may have to incur in connection with the parking sites.

17. Wooden Khoka for use by Licensee Demarcation of site safety of vehicles:-

A wooden khoka of dimension not exceeding 10 ft. X 8 ft. may be allowed to be constructed by the Licensee at his cost during the period of agreement only. He can remove the same after the expiry of the agreement period and shall have no claim

whatsoever after that. The licensee shall ensure safety of the vehicle. The licensee shall not allow parking of vehicles without parking slip. The licensee shall ensure that the site is used in such a way that it does not obstruct the very passage of the vehicles parked there, only the permissible number of rows/columns should be allowed for parking as per site map. Proper arrangement of parking at the parking site will be the responsibility of the licensee.

18. Licensee to hand over possession, if so required by the Licensor:

- (a) In case the site is required by the Commissioner for a Municipal/public purpose, the licensee shall have to hand over the vacant possession of the site at once. In case the site is required for any particular period for the above purpose and the parking site remains closed with prior permission of the competent authority which is beyond control of licensee during the period of agreement, a proportionate amount of license fee for the vacant period may be refunded to him, as per rules, if due.
- (b) M.C..... reserves the right to revise the area and change the site of parking space/place in the vicinity during the currency of the license. In case of revision of size of parking area during the currency of the license the licensee fee will stand revised in the same proportion for the remaining period of the license.
- (c) The licensee shall not interfere with the work of construction by the M.C..... or any other Govt. agency of any drain, pipe of cable etc. and shall repair at his own cost damage which may be caused to such works to the entire satisfaction of the licensor.
- (d) On the expiry of the period of license/termination of the license the licensee shall peacefully hand over possession of the parking site to M.C.....

19. Determination of licensee:

At the determination of agreement for whatever causes the licensee shall restore the land in the condition in which it stood immediately before the licensee took it over and shall peacefully hand over the possession of the said site to the licensor.

In the event of determination of license, M.C....., reserves the right to ask the licensee to run and maintain the parking site on the terms & conditions of that agreement for a specific period as specified by M.C....., but in any case not beyond a period of 3 months.

20. Entry in parking lot by the Licensor:

- (a) Authorized staff of M.C..... will be entitled to enter the parking site at any time for checking purposes and the licensee is required to extend full co-operation during the checking.

(b) The licensee will ensure that all the relevant documents relating to allotment of the license, payment of dues to M.C..... for the license, etc. are available at the parking site which must be produced at site, on demand by any authorized municipal official.

21. Licensee to intimate change of address:

The licensee shall keep M.C..... informed of the change in his address, etc. otherwise a communication sent at the address given to the Parking Branch shall be deemed to have been received by the licensee. The intimation of change of address shall also be given separately to the Parking Branch for necessary amendments in the office records. *Change in the constitution of the firm/shareholding of licensee will not be allowed under any circumstances.*

b. No tenancy rights/title/interest:

(a) This is a license for a limited period and a limited use of parking vehicle only and it shall not create tenancy rights enjoyable by the licensee.

(b) No subletting of the parking site is permissible. The parking licensee shall manage the parking by himself/itself or through his/its employees but shall not be allowed to sublet the parking site to any other person/agency/firm liable to be cancelled. In case of violation/breach the parking agreement shall liable to be cancelled.

(c) The land under site shall always remain the property of M.C..... and the licensee shall not claim any right/title/or interest to any right or any nature of easement in relation to or respect thereto.

22. Penalty Clause: Major & Minor Violation & Penalties thereon

(A) That the licensee shall abide by terms and conditions of this agreement and all rules and regulations, orders, instructions that M.C..... may from time to time make or adopt or issue for the care, protection and administration of Parking and if violation in this regard is noticed on the part of licensee, the penalties leviable as noted below will be imposed.

The violation(s) are defined as major & minor violations. Major violations will comprise of overcharging, encroachment, non-use of handheld device for issuing parking slips, covering parking area more than permitted, non-display of information board, criminal activity in parking area, displaying advertisements, parking vehicles with advertisement panels and use of parking area for other than parking purpose.

Major Violations:-

Sr. No.	Description of Irregularities	Penalty
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1	Overcharging	Rs. 5000/- per violation/per irregularity
	Encroachment	
2	Use of parking space for other than parking purpose	Rs. 5000/- per violation/irregularity
	Criminal activity in parking area	
	Using space beyond permitted area for parking of vehicles.	
	Displaying advertisement or parking vehicles with advertisement panels.	
3	Use of unapproved parking slips and not using hand-held device for issuing slips	Rs. 1000/- per violation/irregularity
	Misbehavior by parking staff	
	Non-display of Information Board	
	Parking area not marked with epoxy thermoplastic coats	

Minor Violations:-

1	Staff not in prescribed uniform/without ID card	Rs. 500/- per violation/irregularity
	Un-clean premises and improper housekeeping	
	Non-maintenance & unavailability of complaint register	
2	Parking of LCV, HCV, if not permitted	Rs. 500/- per violation/irregularity

All activities including day to day inspections will be carried out by any authorized/officer/officials of the Corporation and their decision on fixing penalty shall be final and binding on the licensee.

The penalty amount will have to be deposited within 5 days of imposition. Beyond the period of 5 days it will attract interest @ 18% p.a.

23. **Breach of Agreement:**

M.C..... shall have the right to terminate/determine the license and forfeit the security deposit(s), Bank Guarantee etc., if the licensee commits breach of any of the terms and conditions of this agreement.

24. **Blacklisting and cancellation of registration:**

i) If the contractor is penalized for committing any major violation(s) for more than 7 times in a year, then the contract is liable to be cancelled and the security amount/earnest money deposited with M.C..... will be forfeited.

ii) If the license of a contractor is cancelled Three times in three subsequent calendar years the contractor/firms/agencies shall be blacklisted.

25. Duties of licensee during any repair work undertaken by the licensor:

Duties of licensee shall be hand over the vacant site in peaceful possession of the parking site to the M.C..... immediately as and when asked for any work to be undertaken by M.C..... directly or indirectly through some agency.

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

- (a) Notwithstanding anything contained in this Agreement, M.C..... has a right to revise the rates of parking fee at any time. In case of revision of rates of parking fee for different category of vehicles during the currency of the present agreement, the monthly license fee will be payable by the licensee with proportionate increase/decrease, depending upon the percentage of increase/decrease in the rates of parking fee, from the date of implementation of such revised rates of parking fee.
- (b) Any change in the parking policy by M.C..... during the period of license, will be applicable to the present agreement and binding on all, including the parking licensee. Non-compliance of the same for any reason whatsoever, will lead to termination of the contract.
- (c) In case of implementation of any new comprehensive parking policy for, the M.C..... retains the right to cancel the license agreement of parking contracts by giving one month's notice in writing and the contractor will not be allowed any extension on any ground whatsoever.
- (d) No remission shall be allowed on account of having any festival/mela/strike etc. however, in exceptional circumstances involving natural calamity occurred beyond control of any person, keeping parking site closed as per approval of competent authority of Police/repair/maintenance works by Govt. agencies, competent authority. M.C..... would consider on case to case basis on facts.

27. Surrender:

- (a) If the Licensee seeks termination of the license/contract before the expiry of the period of license agreement, he/she/they will give to M.C..... three months notice in writing of his/her intention to terminate the license and on the expiry of the said period, the agreement shall stand terminated. If the agencies/firms/contractor surrenders any parking lot without giving the notice then an amount equivalent to three months license fee shall be forfeited from the security and bank guarantee.
- (b) The licensee/contractor, who have surrendered the site, shall not be eligible to participate in the tender process of the same site again.

- (c) If any contractor surrenders any site under M.C..... on three different occasions in a period of two years then he will be debarred from participating in future for the same parking lots of M.C..... for three years from the date of debarring.

28. Arbitration:

All disputes and arising out or in any way touching upon this license deed, whatsoever, shall be referred to the sole arbitrator i.e. the Commissioner, Municipal Corporation,..... The decision of the arbitrator shall be final and binding on both the parties. The provisions of Arbitration and Consolation Act, 1996, and Rules framed there under and any statutory modification/amendments thereof for the time being in force shall apply for such arbitration.

It shall be an essential term of this contract that in order to avoid frivolous claims the party invoking arbitrator shall specify the disputes based on facts and calculations stating the amount claimed under each claim and shall furnish a "deposit-at-call" for ten percent of the amount claimed, in a scheduled bank in the name of Arbitrator, by his official designation who shall keep the amount in deposit till the announcement of the award. In the event of an award in favour of the claimant, the deposit shall be refunded to him in proportion to the amount awarded with respect to the amount claimed and the balance if any shall be forfeited and paid to the other party.

29. Jurisdiction: All disputes shall be under the jurisdiction of Courts only.

30. TCS u/s 206 C (IC) of IT Act, 1961:

As per the provision of section 206C (IC) inserted by the Finance 9 no. 2) Act, 2004 w.e.f. 01.10.2004 of Income Tax 1961, every successful tenderer shall be required to deposit TCS @ 2% along-with surcharge and Education cess or license fee or as applicable from time to time.

31. Other Taxes etc.

The liability of all applicable taxes cess and fee or which may be made applicable due to change in Law or whatever reason shall vest with the contractor being service provider at the rates notified/revised by the Govt. of India or any agencies from time to time.

31. Limit on number or Sites:

One party (individual or company etc.) will not be allowed to obtain the award of work for more than 07 sites. In case, any bidder becomes successful in more than 7 sites, then only the first seven sites finalized in chronological order shall be considered for award of work to him. The successful bids made by the bidder over and above the

aforesaid seven sites will be cancelled and the cancelled sites will be available for allotment to the other bidders participating in the tender process.

Caveat

NB: M.C..... reserves the right to make any change in the document any time for which the decision of the Commissioner M.C..... shall be final and binding on the tenderer/licensee. At the time of the tender this document shall be signed by the tenderer and submitted along with the prescribed tender form as proof of acceptance of all terms & conditions of license agreement in the event of the tenderer being successful in the process.

I/We _____(Name of the Bidder), have seen and accept all the Terms and Conditions of the Tender.

Witness:	Bidder:
Signature	Signature
Name	Name
Address	Designation
Company	Company
Date	Date

Company Seal

LICENSOR

Important Notes:

1. Each Page (from Pages____ to ____) of the Tender Document should be signed by the Bidder, as token of acceptance of the terms and conditions of the Tender, and should be enclosed as part of the Pre-Qualification Bid.
2. M.C..... reserves the right to make any change in the document any time for which the decision of the Commissioner M.C..... shall be final and binding on the Bidder/Licensee. At the time of the tender this document shall be signed by the Bidder and submitted along with the prescribed tender form as proof of acceptance of all terms & conditions of License agreement in the event of the Bidder being successful in the process.
