

GOVT. OF NCT OF DELHI

DELHI URBAN SHELTER IMPROVEMENT BOARD

DOCUMENTS FOR E-AUCTION
OF
OPEN GROUND (CHUNK)
FOR THE PURPOSE OF
MARRIAGE/ SOCIAL/ CULTURAL AND RELIGIOUS
FUNCTIONS
ON LICENSE FEE BASIS AT
WEST DELHI DISTRICT CENTRE, SHIVAJI PLACE, RAJA GARDEN

(1ST APRIL-2020 TO 31ST MARCH-2022)

(complete offer document is available on e-auction website
www.tenderwizard.com/DUSIB and DUSIB website
www.delhishelter.nic.in corrigendum, if any, shall only be available
on above websites.)



GOVT. OF NCT OF DELHI
DELHI URBAN SHELTER IMPROVEMENT BOARD

Schedule of Bidding Process

DUSIB invites online e-auction for allotment of open grounds designated as Chunk-A, B, C,D & E at West Delhi Distt. Centre, Shivaji Place, Raja Garden, New Delhi for a agreement period of two years (w.e.f. 01.04.2020 to 31.03.2022) for utilisation for the purpose of organising Marriages/ Social/ Cultural/Religious Function, Fair/ Fates, Exhibition, Cultural events by way of booking at their own level as per prescribed terms & conditions.

Date of publish	07.01.2020 (Tuesday)	
Last date and time of submission of Technical Proposal along with online EMD	28.01.2020 (Tuesday)	Upto 6:00 PM.
Date of declaration of qualified bidders (eligible bidder whose technical proposals are found responsive)	Will be intimated later on	
Date of online bidding under this e-auction (only among qualified bidders)	04.02.2020 (Tuesday)	From 10:00 AM to 1:00 PM
Help desk /information on e-auction at C-62 IInd Floor Near Metro Pillar No.79, Preet Vihar, New Delhi-92, Phone No. 011-49424365, Mob. 8800378610	From 07.01.2020 (Tuesday) onwards	

Any changes in above schedule will be notified only on DUSIB website
www.delhishelter.nic.in and e-auction website
www.tenderwizard.com/DUSIB



GOVT. OF NCT OF DELHI
DELHI URBAN SHELTER IMPROVEMENT BOARD

Terms & Conditions for allotment of open ground Chunks at West Delhi District Centre, Raja Garden, New Delhi through e-auction for purposes of organising Marriages/ Social/ Cultural/Religious Function, Fair/ Fates, Exhibition, Cultural events on licence fee basis .

1. There are five Chunks named as chunk – A ,B, C, D & E available for two years at the above said location and the area of each Chunk is 9200 Sqm (i.e. 80M x 115M). The Reserve price for each chunk is specified as. Chunk-A Rs. 4,40,55,000/-, Chunk-B Rs. 3,13,50,000/-, Chunk-C Rs. 1,77,65,000/-, Chunk – D Rs. 1,88,10,000/-, & Chunk – E Rs. 2,49,70,000/- per annum for the year 2020-21 with a stipulation that the bid amount for financial year 2021-22 shall be enhanced automatically by 10% of the bid amount of 2020-21.
2. The chunks are available for the allotment through e-auction to the private Parties / Persons/Firms/Companies .

Bidder's responsibility:

3. The bidder shall inspect the site which will be given on 'as is where is basis' and may obtain necessary clarification, if any, from Deputy Director (RP Cell), DUSIB, Vikas Kutir, I.P.Estate, New Delhi-02 (Ph-011-23378847) regarding the same to satisfy himself / herself before offering bid for the same.
4. The bidder should bid the amount by considering entire potential of the land at prime location of Delhi. DUSIB will not be responsible for any decline in the potential of the site for any extraneous/unforeseen reason(s), whatsoever. Any claim for remission on the basis of harm/loss to business interest on account of any extraneous/unforeseen conditions/ reasons, whatsoever, shall be summarily rejected by the DUSIB, without any correspondence with the successful bidder/ licensee and the successful bidder/ licensee shall not be entitled to make any claim/ remission on that account.

Qualification Criteria :

5. The bidder shall submit the following documents online on the e-auction portal.
 - (i) Bank statement of bidder/ firm for 2018-2019 giving details of Account No. and IFSC Code etc .

(ii) PAN card of bidder/firm/Company, issued by Income Tax Department.

(iii) Appendix-2 duly filled.

(iv) Copy of GST registration certificate of bidder/firm.

(v) Photo ID of proprietor in case bidder is an individual/ all authorised partners of firm/All Directors of Company.

(vi) Copy of EPF registration certificate of bidder/firm.

(vii) Copy of ESI registration certificate of bidder/firm.

(viii) Declaration regarding non blacklisting in Appendix-2.

(ix) No criminal or moral turpitude case is pending against the intending bidder/firm or proprietor or any partner or Director of firm/company.

6. Facilitation /Auction processing charges will be paid by the successful bidder to the e-auctioning agency engaged by DUSIB for each site at the following rates:-

Sr. No.	Particulars	Charges
1.	e- auction value from Zero to Rs. 10 crores.	0.95% of awarded value as per the final bid of auction.
2.	e-auction value from more than 10 crores to 25 crore	0.90% of awarded value as per the final bid of auction. Min Cap- Rs. 10,00,000/- Max Cap- Rs. 20,00,000/-

NOTE:- Above mentioned payment is to be made through online mode within 07 days of award of the work, failing which no possession of the site will be handed over to the successful bidder.

Deposition of EMD amount:

7. Every bidder is required to make payment of EMD online through e-auction portal. Only registered bidder who are eligible and have paid EMD online, will be able to participate in the e-auction. Bidder shall have to bid in separate e-auction document & shall have to deposit the amount as per detail in Appendix -1 as Earnest Money through online e-auction portal.

8. The Earnest Money will be forfeited on account of one or more of the following reasons:

(i) Bidder withdraws the proposal during the validity period specified in E-Auction

(ii) Bidder does not respond to requests for clarification or fails to provide required information during the evaluation process.

9. One person/party may bid for more than one chunk with separate earnest money for each site with e-auction documents.

10. The bidder has to download e-auction documents from the DUSIB website www.delhishelter.nic.in or e-auction website www.tenderwizard.com/DUSIB.

11. The Intending bidder shall ensure the following before participating in e-auction.

a) The Intending bidder have to get themselves registered on the e-auction portal i.e. www.tenderwizard.com/DUSIB by making online payment for Rs. 2000 +GST . Help is provided to the prospective bidders for registration at Tenderwizard Help Desk- C-62, IInd floor, Near Metro Pillar No.79, Preet Vihar, New Delhi-92, Phone No. 011-49424365, Mob. 8800378610.

b) The Intending bidder must have a valid class III Digital Signature Certificate (DSC) issued by any of the certifying authority. Help is provided to intending bidders for procuring digital signatures at the help desks mentioned at (a) above.

c) The Intending bidder shall safely keep their User ID as well as password, which will be issued by the online e-auction portal upon registration, and which is necessary for e-bidding.

d) The Intending bidder shall not disclose their User ID as well as password and other material information relating to the bidding to any one and safeguard its secrecy.

e) The Intending bidders are advised to change the password immediately on receipt from the e-auctioning portal.

Online Bids:

12. The bidders are required to quote the rate (Two years licence fee) with reference to the chunk put on e-auction, over and above the reserve price mentioned in the Appenix-1.

13. E-auction will start and end as per schedule of bidding process as follows:

Date of publish	07.01.2020 (Tuesday)	
Last date and time of submission of Technical Proposal along with online EMD	28.01.2020 (Tuesday)	Upto 6:00 PM.
Date of declaration of qualified bidders (eligible bidder whose technical proposals are found responsive)	Will be intimated later on	
Date of online bidding under this e-auction (only among qualified bidders)	04.02.2020 (Tuesday)	From 10:00 AM to 1:00 PM
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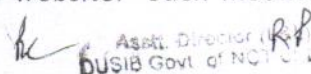
14. The bid for e-auction shall start with **minimum** one increment above the reserve price. Increment of rate in e-auction shall be Rs. 10,000/- (minimum increment value) or **multiple** thereof with a maximum increment of Rs.5,00,000/-.
15. Once the e-bid is placed, the bidder cannot reduce or withdraw it for whatever reason. If done so, the EMD amount shall be forfeited.

Time extension for bidding:

16. If any market leading bid (bid higher than the highest at the point in time) is received within the last five minutes of closing time, the time of auction sale will get automatically extended by another five minutes and subsequently, if no further bid higher than the last quoted highest bid is received within the said extended five minutes, the auction sale will be automatically closed at the expiry of the extended five minutes and the highest bidder will become HI bidder.

Validity of bid:

17. The Validity of rates is 120 days from the date of e-bidding.
18. **Amendment of E-auction documents:-** At any time prior to the proposal due date, DUSIB may for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the E-auction document. Any modification thus issued will be informed to all the prospective bidders by notifying on DUSIB website as well as e-auction website. Such modification


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will be binding upon all bidders participating in e-auction process.

19. **Confidentiality:-** Information relating to the e-auction process shall not be disclosed to any person not officially concerned with the process. DUSIB will treat all information submitted as part of proposal in confidence and will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.

20. **Rights to accept or reject bid:-** CEO, DUSIB reserves the right to accept or reject any or all of the proposals /e-bids without assigning any reason whatsoever and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of project, without liability or any obligation for such acceptance, rejection or annulment.

21. **Rejection of Bids:**

DUSIB reserves the right to reject any /all bids without assigning any reason thereof and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision. The DUSIB may at its sole discretion and at any time during the evolution of proposal disqualify any Bidder, if the Bidder has:

(i) Made misleading or false representations in the e-auction reply or documents in support of mandatory criteria.

(ii) Submitted a proposal online that is not accompanied by required documentation or is non-responsive. In the absence of any documents as required, the concerned party shall be considered as not eligible and in that eventuality their participation in the e-auction shall not be considered.

(iii) Failed to provide clarifications related thereto, when sought.

(iv) Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidder or any other persons not officially concerned with such process until the selection process is over. The undue use of confidential information by any bidder related to the process may result in rejection of their bid.

(v) Any superfluous documents/document not related to the mandatory criteria may result in summary rejection of bid. All participating bidders are clearly instructed to attach only those documents which are relevant to the scope of work/mandatory criteria as specified in the E-auction documents and not any other work.

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(vi) Any bidder found indulging in malicious campaign or disinformation campaign against any official of the DUSIB or any other bidders either directly or through third parties shall be considered ineligible and liable for legal actions as per law. Such bidder may also be blacklisted by the DUSIB.

22. **Agreement:-** The agreement shall be executed between DUSIB referred to be as First party and the successful bidder referred to be as Second party within seven days of issue of acceptance letter. After execution of agreement between DUSIB and successful bidder and deposit of the security amount, the Chunk will be handed over by Executive Engineer, C-4, DUSIB, Ranjit Nagar, New Delhi-18 to the successful bidder/second party on production of receipt/challan in support of payment of bid amount for the first month.
23. **Monthly Licence Fee:-** After the highest bid in respect of Chunk is approved by the Competent Authority of DUSIB, the highest bidder shall have to deposit the proportionate bid amount on monthly basis in advance by 10th day of each month through Bank draft of any scheduled bank of Reserve Bank of India in the office of Accounts Officer (HQ), Vikas Kuteer or in the bank a/c DUSIB i.e. Central Bank of India Extension Counter, I.P.Estate, New Delhi – 110002.
24. The earnest money of the successful bidder already deposited through online e-auction portal shall be refunded (without interest) after deposit of 25% of the bid amount in the form of Demand Draft/Bank Guarantee /FDR /RTGS as Security Amount within 07 days from issue of acceptance letter alongwith agreement entered into. The validity period of security deposit must be 60 days beyond the closing day of agreement and shall be refunded without interest to the successful bidder (i.e. Second party) after expiry of the period of agreement and handing over of the physical possession of the open ground / chunk(s) in the forenoon of 01.04.2022. In the event of non- handing over of chunk by the successful bidder to DUSIB due to any reason even after 07 (seven) days of the expiry of the agreement, the double of the proportionate bid amount of respective chunk of each delayed day shall be deducted from the security deposit. In the event of Non-handing over of possession of Chunk and removal of pandal after 07 days of the expiry of the agreement, all erected pandal shall be got removed by the DUSIB with the help of Police at the risk and cost of successful bidder and vacant possession will be taken over by the Executive Engineer, C-4 and the entire security deposit of the successful bidder shall stand forfeited to DUSIB.
25. The EMD of un-successful bidder shall be refunded after allotment of chunk without interest.


26. The bid is invited for a period of 02 (Two) years i.e. with effect from 01.04.2020 to 31.03.2022. After expiry of the agreement period, the Second party shall hand over the particular Chunk to the official of the First party in vacant, clean, clear and original condition in peaceful manner.
27. If, the department could not finalize the auction process for further period upto the date of completion of the agreement, the agreement period can be further extended by DUSIB on monthly basis upto a period of 06 months on the same terms and conditions. During this period the e-auction process for awarding new agreement shall be completed by DUSIB. The old agreement will come to an end from the date of executing the new agreement of chunk.
28. The successful bidder during agreement period shall allow individual persons or agencies for organising marriages, social/ cultural/ religious functions, cultural fair, meals /fates, exhibitions by cottagè industries, circus after obtaining required permission/Approval/NOC from concerned Authorities/Department.
29. The successful bidder/second party shall ensure that all the rules and regulations relating to Fire safety, Law & Order, Pollution, Traffic, Food safety etc. are followed and will also ensure that all orders issued by the Delhi Pollution Control Board, Delhi Police and Delhi Fire services and other agencies from time to time are followed strictly. The successful bidder shall strictly ensure and follow all the rules/regulation and orders/directions of all concerned Government Authorities.
30. The bidder shall be responsible for safety and security at the said chunk.
31. Adequate communication and public address systems for assistance in emergency situation will be the responsibility of the bidder.
32. At his own cost and expenses, successful bidder shall install as many C.C.T.V. cameras as are required. All the entry and exit points of the chunk will be covered. The C.C.T.V. cameras shall always be kept in working conditions. The bidder shall keep the recording of all CCTV cameras for a period of 30 days and DUSIB shall have right to obtain the same any time.
33. The successful bidder shall be responsible for ensuring that no nuisance & traffic hindrances/ disturbances are created by the persons / parties organising the functions on the open ground Chunk. The successful bidder shall be solely responsible to the Law enforcement authorities. In case

the activities of the successful bidder is found to create traffic problems and /or air/noise pollution or any kind of disturbances /nuisance to the public at large and /or residents of the locality, the DUSIB shall be at liberty to terminate the agreement at any time.

34. The successful bidder/ Second party shall ensure to maintain cleanliness and hygienic condition at the Chunk at all times on day to day basis.
35. The successful bidder shall be fully responsible to provide adequate and proper parking site/place for the visitors at the allotted chunk and / or at the designated parking site only. All the applicable traffic rules will be followed by the successful bidder/ Second party in and around the Chunk under agreement.
36. If the Second party during agreement period intends to surrender the Chunk without serving any notice to the First party due to any reasons, the full security amount deposited with the First party shall stand forfeited.
37. In the event of violation of any terms & conditions by the successful bidder during the agreement period, the DUSIB shall have full right to terminate the agreement and the entire security amount deposited with the DUSIB shall stand forfeited to the DUSIB. Besides blacklisting, legal action shall also be initiated against the Successful bidder for violation of terms and conditions, as and when required. The bidder shall be responsible to pay all outstanding dues upto the date of termination within 03 days.
38. If the successful bidder fails to deposit monthly licence fee for two consecutive months, then the allotment of chunk(s) shall be terminated and full security amount shall be forfeited. Besides it, the successful bidder shall deposit the entire outstanding monthly licence fee within 7 days, failing which DUSIB shall take action for recovery of outstanding dues along with interest @ 18% per annum as arrear of Land Revenue. Further, successful bidder may be blacklisted and legal actions may also be taken against him.
39. The bid amount shall be paid by the successful bidder in proportionate monthly basis in advance i.e. up to 10th day of every month failing which interest at the rate of 18% per annum shall be levied. The agreement may be terminated by the DUSIB without assigning any reason by serving a notice of 60 days and DUSIB shall not be responsible for any kind of damage or cost to the bidder. The successful bidder may surrender the chunk by serving a notice of 90 days to the DUSIB. In case of termination of the agreement by the DUSIB, the successful bidder will be liable to pay

licence fee up to the date of termination for agreement. However, in case of surrender of chunk(s) by the successful bidder by serving a notice of 90 days to the first party, the successful bidder will be liable to pay the full proportionate licence fee/ bid amount for the three months at the time of submission of application for surrender of chunk(s). Further, the security amount of the successful bidder shall also be forfeited.

40. All taxes applicable in respect of this agreement including GST shall be payable by the successful bidder and DUSIB will not entertain any claim at any stage, whatsoever, in respect of the same. The successful bidder shall also absolutely comply with all the extant laws as applicable to the Govt. of NCT of Delhi/U.O.I. etc.
41. No pucca structure of any kind will be made/constructed /erected by the second party in any chunk during the agreement period failing which necessary criminal proceedings shall be initiated, besides legal action by all concerned Department/Authorities.
42. The successful bidder shall not display or exhibit pictures, poster, statues or other articles which are repugnant to the moral values or are or indecent, immoral or improper character.
43. The successful bidder shall not display or exhibit any advertisements or place or put up a hoarding on the outside of the chunk.
44. The successful bidder shall have to arrange for systematic parking of the vehicles & peaceful passage of marriage procession from their own means for which the department shall not be responsible. In case of any eventuality and mishap, any penalty/ fine imposed by any agency shall have to be paid by the Successful bidder directly to the agency concerned under intimation to Deputy Director (RP), DUSIB.
45. All the necessary permissions required to be obtained from the different departments / agencies shall have to be obtained by the bidder/ second party. The Department shall not be responsible in case of any default caused by the successful bidder/second party. In case of regular violation in this regard, DUSIB shall have a right to terminate the agreement and to forfeit the security deposit.
46. **Dispute:-** In cases of any dispute between the parties, the dispute shall be referred to the Arbitrator to be appointed by CEO, DUSIB as per provision of Arbitration & Conciliation Act, 1996.
47. The decision of the CEO, DUSIB for acceptance or rejection of bid will be final and shall be abided by all the bidders.


Asstt. Director (RP)
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48. The successful bidder shall have to abide by all the relevant directions of DUSIB, orders/directions of the Courts of Law in relation to such chunk in question in addition to the terms of this e-auction.
49. The successful bidder shall ensure that best quality fire resistant tent & electrical fittings are used during any function. In case of any eventuality the DUSIB shall not be responsible. The successful bidder shall be responsible to comply all the rules/regulations of Fire Department in this regard.
50. The successful bidder shall not allow the number of people more than the permissible limit as per applicable laws within the tented premises on the allotted chunk during any function.
51. The successful bidder shall not allow organisation of closed door events/ functions in any circumstances and shall also ensure that entry cum exit gates of the tented premises/ pandals are kept sufficiently wide & remain open all the times during the function.
52. Only Delhi Courts shall have the jurisdiction over any dispute out of the agreement.
53. The successful bidder will follow the guidelines of Disaster Management and obtain necessary clearance from concerned bodies as and when needed.
54. Successful bidder must follow the guidelines of Hon'ble Supreme Court orders /rules issued by Competent Authority with regard to Noise/Sound/Air/Pollution.
55. The successful bidder should ensure that any unlawful/illegal activity should not take place on the sites and proper law and order should be maintained during various functions.
56. The successful bidder shall not use any plastic/non-biodegradable disposable utensils or single use plastic products (such as plastic bottles) to serve the guests. Only non-disposable or biodegradable products shall be allowed.
57. If any violation of any of the conditions, a penalty of Rs. 1 Lakh per day will be levied against the successful bidder. Further, he will also be black listed and not allowed to participate in future e-auction programmes.
58. DUSIB will not be responsible for any untoward incident whatsoever at these sites.

59. The bidder shall indemnify and keep indemnifying the DUSIB in respect of the losses or damages or expenses of litigation in connection with the sites.
60. DUSIB reserves the rights to carry out inspection by any official/officer of the DUSIB to ensure that management of these sites is being done as per E-Auction terms and conditions and directions of DUSIB from time to time.
61. The permission by DUSIB shall be for a limited period only for use as per E-Auction terms and conditions and agreement related thereto. This does not create any tenancy rights enjoyable by the selected bidder.
62. The land of such site shall always remain the property of DUSIB and the bidder shall not claim any right/title or interest to any right or any nature of easement in relation to or in respect thereto.

Deputy Director (RP)

RP
DUSIB GOVT OF INDIA OF DELHI

APPENDIX-1

Govt. of NCT of Delhi
Delhi Urban Shelter Improvement Board

List of Chunk(s) available

DUSIB invites online e-auction for allotment of open grounds designated as Chunk-A, B, C, D & E at West Delhi District Centre, Shivaji Place, Raja Garden New Delhi for a agreement period of two years (w.e.f. 01.04.2020 to 31.03.2022) for utilisation for the purpose of organising marriages, Social/cultural/religious function, fair/ fates, exhibition, cultural events by way of booking at their own level as per prescribed terms & conditions.

List of the sites offered on licence fee basis (for two years) with reserve price and amount to be deposited as EMD.

Sr. No.	Name of site & address	Area of site (in Sqm.)	Reserve Price (in Rs.)	EMD (In Rs.)
1.	West Delhi District Centre, Shivaji Place, Raja Garden, Chunk-A	9200	4,40,55,000/-	55,00,000/-
2.	West Delhi District Centre, Shivaji Place, Raja Garden, Chunk-B	9200	3,13,50,000/-	39,00,000/-
3.	West Delhi District Centre, Shivaji Place, Raja Garden, Chunk-C	9200	1,77,65,000/-	22,00,000/-
4.	West Delhi District Centre, Shivaji Place, Raja Garden, Chunk-D	9200	1,88,10,000/-	23,00,000/-
5.	West Delhi District Centre, Shivaji Place, Raja Garden, Chunk-E	9200	2,49,70,000/-	31,00,000/-

NOTE:- The successful bidder would be required to pay GST as applicable at the prescribed rate apart from monthly license fee, at their own level.

Deputy Director (RP)

Be
Asst. Secy. (RP)
DUSIB Govt. of NCT of Delhi

Format for covering letter on letter head.

Date:-.....

To,

The Chief Executive Officer,
Delhi Urban Shelter Improvement Board,
Govt. Of NCT of Delhi
Punarwas Bhawan, I.P. Estate,
New Delhi-02.

Ref: - E-auction for award of open ground (chunks) of DUSIB on license fee basis (01.04.2020 to 31.03.2022).

Sir,

1. With reference to your advertisement as above for selection of an agency as per the subject above, we submit our proposal for your consideration.
2. I/we have read and understood the E-auction documents in respect of the Chunk offered by DUSIB and are submitting our proposal with a validity of 120 days for your kind evaluation.
3. We have gone through the e-auction documents and accept all the terms and condition of the E-auction and are bound by the conditions given in the document as well as scope of work.
4. We agree that my bid may be rejected without assigning any reason.
5. I/we am/are not black listed by any Govt./Department /Local Authority and therefore eligible to participate in this E-Auction process.
6. No criminal or moral turpitude case is pending against bidder/firm/proprietor/any partner or director.
7. Relevant details of our proposal are as follows:

Sr. No.	Particulars	Details
1.	Name of bidder/firm	
2.	Legal status (individual, Proprietorship , company, partnership firm)	
3.	Office Address/Telephone No./Fax No./Email ID/Website	
4.	Name(s) of proprietor/partners /directors along with residential addresses and mobile no. and landline no..	

Enclosures with this application (to be submitted online).

- i. Bank statement of bidder/ firm for 2018-2019.
- ii. PAN card of bidder/firm.
- iii. Appendix-2 duly filed.
- iv. Copy of GST registration certificate of bidder/firm.
- v. Photo ID of Proprietor / all partners of firm/all director of company
- vi. Copy of EPF registration certificate of bidder/firm.
- vii. Copy of ESI registration certificate of bidder/firm.

Dated this Day of 2019.

Name of the bidder.....

Signature of the authorised Person.....

Name of the authorised Person.....