

**Govt. of NCT of Delhi**  
**Delhi Urban Shelter Improvement Board**  
**Vikas Kutir, I.P.Estate, New Delhi-110002**

**E-Auction Notice**

DUSIB announces e-auction for temporary allotment of open grounds designated as Chunk A & B, Nand Nagri near Gagan Cinema, Chunk A & B at Mangol Puri near Kala Mandir Cinema and one chunk at Jahangir Puri behind Kushal Cinema adjoining to G-Block for a period of two years (w.e.f. 01.05.2020 to 30.04.2022) for the purpose of organising Marriages/ Social/ Cultural/Religious Function, Fair/ Fates, Exhibition, Cultural events by way of booking at their own level.

**DATE OF E-AUCTION**


**16.04.2020 (Thursday) from 10.00 AM to 1.00 PM**

**Online registration starts : 18.03.2020 (Wednesday)**

**Last date for online registration/submission of mandatory documents with EMD  
08.04.2020 (Wednesday) upto 6:00 PM**

For detail of chunks and Procedure kindly visit the e-auction website [www.tenderwizard.com/DUSIB](http://www.tenderwizard.com/DUSIB) or DUSIB website [www.delhishelter.in](http://www.delhishelter.in) and can download the e-auction documents. Intending bidders may register online at the e-auction website through "New Registration" Link. Digital Signature (Class-III) is mandatory to participate in e-auction. For facility of the prospective bidder, Help Desk have been setup at C-62, IInd floor, Preet Vihar, Delhi-110092 (opposite Metro Pillar No. 79). Prospective bidder may also contact for assistance at phone No. 011-49424365 or 8799753411 to get the required training and information on e-auctioning process, registration and for any other clarification on e-auction on all working days during working hours or may sent queries to e-mail ID. [dusibeaciton@gmail.com](mailto:dusibeaciton@gmail.com)

For inspection of chunk(s), prospective builders may contact Deputy Director (RP Cell), DUSIB, Vikas Kutir, I.P. Estate, New Delhi Phone No. - 011-23378847, Mob:- 9717999106.

  
**Deputy Director (RP)**  
**( Phone No. 011-23378847)**

Deputy Director (RP)  
Delhi Urban Shelter Improvement Board  
Govt. of NCT of Delhi  
Vikas Kutir, I.P. Estate, New Delhi-2

दिल्ली सरकार  
दिल्ली शहरी आश्रय सुधार बोर्ड  
विकास कुटीर, आई.पी. ईस्टेट, नई दिल्ली-110002  
**ई- नीलामी सूचना**

दिल्ली शहरी आश्रय सुधार बोर्ड द्वारा ने शादी / सामाजिक / सांस्कृतिक / धार्मिक कार्यों के आयोजन के लिए / मेले, उत्सव, प्रदर्शनी सांस्कृतिक कार्यक्रम के अस्थायी उपयोग के लिए चन्क A & B, नन्द नगरी नियर गगन सिनेमा, चन्क A & B, मंगोलपुरी नियर कला मंदिर सिनेमा और एक चन्क जहागीरपुरी, कुशल सिनेमा के पिछे जी-ब्लॉक के साथ खाली भूमि के दो वर्ष (01/05/2020 से 30/04/2022) के लिए आवंटन हेतु ई-नीलामी की घोषणा अपने स्तर पर बुकिंग के माध्यम से आमंत्रित की जाती है।

ई-नीलामी की तिथि: 16/04/2020 (बीस्वार) प्रातः 10: 00 बजे से दोपहर 1:00 बजे  
महत्वपूर्ण तिथियां

आनलाइन पंजीकरण प्रारम्भ: 18/03/2020 (बुधवार)।

आनलाइन पंजीकरण/ई. एम. डी. जमा सहित अनिवार्य दस्तावेजों की प्रस्तुति की अंतिम तिथि  
08/04/2020 (बुधवार) को सांय 6.00 बजे तक।

चन्क्स की जानकारी तथा प्रक्रिया से संबंधित विवरण प्राप्त करने के लिए कृपया ई-नीलामी वेबसाइट [www.tenderwizard.com/DUSIB](http://www.tenderwizard.com/DUSIB) तथा हमारी वेबसाइट [www.delhishelter.nic.in](http://www.delhishelter.nic.in) पर विजिट करके ई-नीलामी दस्तावेज डाउनलोड करें। इच्छुक बोली दाता उपयुक्त ई-नीलामी वेबसाइट पर नये पंजीकरण लिंक के माध्यम से आनलाइन पंजीकरण कर सकते हैं। ई-नीलामी में भाग लेने के लिए डिजिटल हस्ताक्षर (श्रेणी-III) होने अनिवार्य है। भागी बोली दाताओं की सुविधा के लिए साहायता केन्द्र, सी-62, दिवतीय तल, प्रीत विहार, दिल्ली-110092 में स्थित टेन्डर विजार्ड कार्यालय में सहायता डेस्क स्थापित किये गये हैं। अपेक्षित प्रशिक्षण एवं ई-नीलामी प्रक्रिया से संबंधित जानकारी, पंजीकरण तथा ई-नीलामी के बारे में अन्य किसी स्पष्टीकरण की सहायता प्राप्ती के लिए भावी बोली दाता किसी कार्य दिवस के दिन फोन नम्बर- 011-49424365, 8799753411 पर भी सम्पर्क कर सकते हैं। अथवा अपने प्रश्न ई-मेल के माध्यम से ई-मेल [dusibeaction@gmail.com](mailto:dusibeaction@gmail.com) पर भेज सकते हैं।

संभावित बोली दाताओं को चन्क्स का जायजा लेने के लिए उपनिदेशक (आर. पी.), आर. पी. सैल, विकास कुटीर, आई.पी. ईस्टेट, नई दिल्ली-110002 फोन नम्बर-011-23378847, मोबाईल नम्बर- 9717999106 पर संपर्क करें।

  
उप-निदेशक (आर. पी.)

फोन नम्बर -011-23378847

Deputy Director (NP)  
Delhi Urban Shelter Improvement Board  
Govt. of NCT of Delhi  
Vikas Kutir, I.P. Estate, New Delhi-2

**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**

**AT**

**NAND NAGRI NEAR GAGAN CINEMA,  
MANGOL PURI NEAR KALAN MANDIR CINEMA AND  
JAHANGIR PURI BEHIND KUSHAL CINEMA**

**(1<sup>ST</sup> MAY-2020 TO 30<sup>TH</sup> APRIL-2022)**

**(complete offer document is available on e-auction website  
[www.tenderwizard.com/DUSIB](http://www.tenderwizard.com/DUSIB) and DUSIB website  
[www.delhishelter.nic.in](http://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 temporary allotment of open grounds designated as at Chunk A & B, Nand Nagri near Gagan Cinema, Chunk A & B at Mangol Puri near Kala Mandir Cinema and one chunk at Jahangir Puri behind Kusal Cinema adjoining to G-Block for a agreement period of two years (w.e.f. 01.05.2020 to 30.04.2022) 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	18.03.2020 (Wednesday)	
Last date and time of submission of Technical Proposal along with online EMD	08.04.2020 (Wednesday )	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 biding under this e-auction (only among qualified bidders)	16.04.2020 (Thursday )	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. 8799753411.	From 18.03.2020 (Wednesday ) onwards	

**Any changes in above schedule will be notified only on DUSIB website [www.delhishelter.nic.in](http://www.delhishelter.nic.in) and e-auction website [www.tenderwizard.com/DUSIB](http://www.tenderwizard.com/DUSIB)**

**GOVT. OF NCT OF DELHI**  
**DELHI URBAN SHELTER IMPROVEMENT BOARD**

**Terms & Conditions for allotment of open ground Chunks at Chunk A & B, Nand Nagri near Gagan Cinema, Chunk A & B at Mangol Puri near Kala Mandir Cinema and one chunk Jahangir Puri behind Kushal Cinema adjoining to G-Block 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, Nand Nagri near Gagan Cinema (measuring 6277.98 Sqm. & 6194.95 Sqm). , Chunk A & B at Mangol Puri near Kala Mandir Cinema (measuring 9326.66 Sqm. & 9326.66 Sqm.) and Jahangir Puri behind Kushal Cinema adjoining to G-Block ( measuring 9860 Sqm. ) available for two years (01.05.2020 to 30.04.2022) at the above said locations. The Reserve price for each chunk is specified as under for the year 2020-21 with a stipulation that the bid amount after 12 months shall be enhanced automatically by 10% of the bid amount of 2020-21.

S. No.	Locality	Size (in Sqm.)	Reserve Price (in Rs.) (per annum)
1.	Chunk-A , Nand Nagri near Gagan Cinema	6277.98	37,66,788/-
2.	Chunk-B , Nand Nagri near Gagan Cinema	6194.95	37,16,970/-
3.	Chunk-A, Mangol Puri near Kala Mandir Cinema	9326.66	55,95,996/-
4.	Chunk-B, Mangol Puri near Kala Mandir Cinema	9326.66	55,95,996/-
5.	Jahangir Puri behind Kushal Cinema adjoining to G-Block	9860	59,16,000/-

2. The chunks are available for the allotment though 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](http://www.delhishelter.nic.in) or e-auction website [www.tenderwizard.com/DUSIB](http://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](http://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, IIInd floor, Near Metro Pillar No.79, Preet Vihar, New Delhi-92, Phone No. 011-49424365, Mob. 8799753411.
  - 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 (Annual licence fee) with reference to the chunk put on e-auction, over and above the reserve price mentioned in the Appendix-1.

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

Date of publish	18.03.2020 (Wednesday)	
Last date and time of submission of Technical Proposal along with online EMD	08.04.2020 (Wednesday)	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)	16.04.2020 (Thursday)	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. 8799753411.	From 18.03.2020 (Wednesday) onwards	

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.2,00,000/-.

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 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.

(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 10<sup>th</sup> 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 along with 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 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 01.05.2020 to 30.04.2022. 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 organizing marriages, social/ cultural/ religious functions, cultural fair, meals /fates, exhibitions by cottage 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. In case the site required by the DUSIB i.e. Licensor for its own or public purposes or final disposal, the Licensee shall have to hand over the vacant possession of the site within 7 days & DUSIB shall not be responsible for any cost or damages towards bidder. DUSIB shall refund the proportionate License fee of the month for said period.
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 10<sup>th</sup> 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.
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.
63. Ramleela is annual event on the proposed land at Chunk A & B Mangol puri near Kala Mandir Cinema and chunk at Jahagir puri behind Kushal Cinema near G-Block. These lands will be taken back for oraginsing Ramleela every year for a period of around 20 days which is generally 15 days before the Dussehre Day and 05 days after the Dussehra Day. The bidder shall have to handover the land for above purpose & for above period to DUSIB in public interest and DUSIB shall not be responsible for any cost /expenses towards bidder in this regard.

**Deputy Director (RP)**



**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 at Chunk A & B, Nand Nagri near Gagan Cinema, Chunk A & B at Mangol Puri near Kala Mandir Cinema and one of Jahangir Puri behind Kusal Cinema adjoining to G-Block for a agreement period of two years (w.e.f. 01.05.2020 to 30.04.2022) 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.

S. No.	Name of site & address	Area of site (in Sqm.)	Reserve Price (in Rs.)	EMD (in Rs.)
1.	Chunk-A , Nand Nagri near Gagan Cinema	6277.98	37,66,788/-	4,70,000/-
2.	Chunk-B , Nand Nagri near Gagan Cinema	6194.95	37,16,970/-	4,65,000/-
3.	Chunk-A, Mangol Puri near Kala Mandir Cinema	9326.66	55,95,996/-	7,00,000/-
4.	Chunk-B, Mangol Puri near Kala Mandir Cinema	9326.66	55,95,996/-	7,00,000/-
5.	Jahangir Puri behind Kusal Cinema adjoining to G-Block	9860	59,16,000/-	7,40,000/-

**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)**

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 (01.05.2020 to 30.04.2022).

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.....

Seal of the applicant/ bidder.