

**DELHI METRO RAIL CORPORATION LTD.**



**TENDER FOR  
PARKING RIGHTS AT  
VARIOUS METRO STATIONS IN  
SINGLE PACKET SYSTEM**

**TENDER DOCUMENT**

**To,**

**The DGM/Civil & Structure  
6<sup>th</sup> floor, Metro Bhawan  
Fire Brigade Lane, Barakhamba  
Delhi-110 001**

**DOCUMENT ISSUED FOR PARKING RIGHT AT .....  
METRO STATION ONLY**

## NOTICE INVITING TENDER

### 1.1 GENERAL

- 1.1.1 DMRC Invites Sealed **open tenders** in single packet system from eligible contractors/ Agencies/ Firms for parking rights at various metro stations as indicated at annexure-“A”.
- 1.1.2 DMRC Invites sealed tenders from working and eligible contractors/ agencies/ firms for the above work.

The bid should be submitted in sealed envelope containing scope of work, terms & condition, terms of payment, price bid, EMD, documents related to eligibility criteria, experience certificate issued by relevant Authorities etc.). The envelope should be marked with name of the work; date of opening of tender & name of firm with address & contact number etc on it. The rates should be quoted in the enclosed performa with regards to the tender document purchased.

Refundable)

|   |   |   |
|---|---|---|
| <b>Contract period of the Work</b>              | : | <b>Three years</b>                              |
| <b>Tender documents on sale</b>                 | : | <b>25.07.11 to 24.08.11 up to 12:00 hrs</b>     |
| <b>Mode of Tender</b>                           | : | <b>Open Tender</b>                              |
| <b>Date &amp; time of Submission of Tender:</b> |   | <b>24.08.11 between 10:00 hrs and 16:00 hrs</b> |
| <b>Date &amp; time of opening of Tender :</b>   |   | <b>16.30 hrs on 24.08.11</b>                    |

The tender documents can be obtained from the office of Deputy General Manager/Civil & Structure, 6<sup>th</sup> floor Metro Bhawan, Barakhamba Road New Delhi-01. Payment shall be made by demand draft drawn in favour of DMRC Ltd. payable at New Delhi. The cost of Tender Form whether downloaded from website or purchased from office will have to be paid in the form of Demand Draft

### 1.2 REMARKS

- 1.2.1 All the tender forms must be submitted along with tenderer's letter head on printed paper wherein following information should be printed-
- Complete postal address for correspondence
  - Contract no. of agency /Firm/ Contractor
  - Mobile/ Phone no. of proprietor & next authorized persons.
- Any message given by DMRC officials on the given contact no. of Agency/Firm/Contractor shall equally hold good, as if information through registered letter has been sent.
- 1.2.2 The parking plans attached with tender plans is only indicative & the tenders are floated on "Super Area concept". **However, the tenderers are requested to visit site of parking to have physical & actual appreciation for scope of parking area/works.**
- 1.2.3 The tenderers may obtain further information in respect of these tender documents from the office of Deputy General Manager /Civil & Structure, 6<sup>th</sup> floor, Metro Bhavan, Barakhamba Road New Delhi-01.
- 1.2.4 **Tenders of parking agencies which have been blacklisted in any other Central/State Govt./PSU'S organizations and municipal authorities shall be out rightly rejected & such Contractor/Agencies shall have no claim.**
- 1.2.5 DMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the DMRC for rejection of his proposal.

Deputy General Manager / Civil & Structure  
DMRC

## Eligibility Criteria

### ANNEXURE-A

(a) **Work Experience :**

Experience of having satisfactorily completed similar works during last 5 years ending last day of month previous to the one in which the tenders are invited should be either of the following:

| <b>S. No.</b> | <b>Name of station</b> | <b>Single similar completed work (Not less than) (In Lakhs)</b> | <b>Two similar completed work (Not less than) (In Lakhs)</b> | <b>Three similar completed work (Not less than) (In Lakhs)</b> |
|---------------|------------------------|---|--|--|
| 1             | Kirti Nagar            | 8   | 5  | 4  |
| 2             | Kalkaji Mandir         | 3   | 2  | 2  |
| 3             | Ghittorni              | 4   | 3  | 2  |
| 4             | Okhla                  | 4   | 3  | 2  |

**(b) Financial Standing (Annual Turnover) :**

Applicant should have average annual turn over of last three audited financial years not less as specified below in Lakhs-

| <b>S. No.</b> | <b>Name of station</b> | <b>Average turn over of last three audited financial year (In Lakhs)</b> |
|---------------|------------------------|--|
| 1             | Kirti Nagar            | 8  |
| 2             | Kalkaji Mandir         | 3  |
| 3             | Ghittorni              | 4  |
| 4             | Okhla                  | 4  |

**DELHI METRO RAIL CORPORATION LTD.**

**6<sup>th</sup> FLOOR, METRO BHAWAN, NEW DELHI-110001**

**(WORKS WING)**

**INDEX**

**COST OF DOCUMENT –Rs 1050 & Rs 5250/-**

**TENDER DOCUMENT**

**(NON-REFUNDABLE)**

**NO.....**

**RECEIPT No...../Date...../...../2010**

**IN CASE OF DOWNLOAD OF FORM: DD No. ...., DATE.....**

**SUBJECT: LICENSE FOR PARKING RIGHTS AT VARIOUS METRO STATIONS**

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**NOTICE INVITING TENDER**

**For Parking Rights in the various Metro Stations**

In order to provide excellent commuter facilities, open tender in single packet system are invited from reputed parking contractors, for a period of **three years**, at the following Metro Stations:-

| S. No. | Name of station | Cost of tender (Rs.) | Cost of EMD (Rs.) | Date & Time for submission of Tender document | Date & time of tender opening |
|--------|-----------------|----------------------|-------------------|---|-------------------------------|
| 1      | Kirti Nagar     | 1050/-               | <b>150000/-</b>   | 24.08.11 up to 16:00 hrs.                     | 24.08.11 at 16:30 hrs.        |
| 2      | Kalkaji Mandir  | 1050/-               | <b>60000/-</b>    |   |                               |
| 3      | Ghittorni       | 1050/-               | <b>70000/-</b>    |   |                               |
| 4      | Okhla           | 1050/-               | <b>70000/-</b>    |   |                               |

Tender document will be sold from 25.07.11 to 24.08.11 (Up to 12.00 hours) (Sale of tender forms will be only on the working days). Tender documents can also be downloaded from DMRC website from 25.07.11 to 24.08.11 (Up to 12.00 hours).

The tender application form containing the terms & conditions can be obtained on the payment of non-refundable amount of Rs. 1050/- & Rs. 5250/- respectively including DVAT @ 5%, vide demand draft drawn on any scheduled commercial bank in favour of 'DMRC Ltd', from the address given below.

The date of submission of tenders along with EMD as specified in above table, as per the date and time shown above in the form of Demand Draft only.

**DETAILS OF EARNEST MONEY:**

Draft No. \_\_\_\_\_ Dated: \_\_\_\_\_

Bank: \_\_\_\_\_

Amount: (As specified in table as above)

The tender document is to be purchased from the office of DGM/C&S , 6<sup>th</sup> floor, Metro Bhawan , Fire Brigade lane, New Delhi-110001 and same may be submitted along with application charges of Rs. 1050/- & 5250/- respectively inclusive of DVAT @ 5% in the form of Banker's cheque/ Demand draft in favour of 'DMRC Ltd'. The submitted application without specified EMD as per annexure- C will be summarily rejected.

Forms can be purchased from the office of:

**The DGM /Civil & Structures**  
**Delhi Metro Rail Corporation Limited,**  
**6<sup>th</sup> Floor, Metro Bhawan,**  
**Fire Brigade Lane,**  
**Barakhamba Road, New Delhi -110 001**

**TENDER FOR PARKING RIGHTS**

Tender in the prescribed form duly sealed are hereby invited for granting license for parking rights of following Metro Stations:-

| S. No. | Name of station | Date & Time for submission of Tender document | Date & time of tender opening |
|--------|-----------------|---|-------------------------------|
| 1      | Kirti Nagar     | 24.08.11 up to 16:00 hrs.                     | 24.08.11 at 16:30 hrs.        |
| 2      | Kalkaji Mandir  |   |                               |
| 3      | Ghittorni       |   |                               |
| 4      | Okhla           |   |                               |

Tender Box placed in the chamber of

**The DGM /Civil & Structures  
Delhi Metro Rail Corporation Limited,  
6<sup>th</sup> Floor, Metro Bhawan,  
Fire Brigade Lane,  
Barakhamba Road, New Delhi -110 001**

**Note:**

- **This tender document is valid only for parking rights for above said metro stations only.**
- **Separate form is required to be purchased and submitted for each parking lot/ station.**
- This document, **duly signed on all pages** in acceptance of the terms and conditions contained therein should be placed in a **sealed envelope along with the EMD money** and other document requested, and superscribed:-

“TENDER FOR PARKING LICENSE FOR – \_\_\_\_\_ Station

**Successful tenderer may kindly note:**

- \* Successful Tenderer shall submit the interest free security deposit equivalent to three months rental and first months license fee (in advance) within 10 days from the date of issue of LOA and sign the license agreement.
- \* The actual commencement of work shall be communicated after signing the License agreement.

Tender Form No. \_\_\_\_\_ Cost of Document is Rs.1050/- & 5250/- (Non Refundable) including DVAT @ 5% for each parking area. The application form purchased for specified lot shall be submitted separately for each parking lot along with tender security/ EMD. The application submitted without EMD will be summarily rejected.

**DELHI METRO RAIL CORPORATION LTD.**

**TENDER APPLICATION FORM**

NAME OF TENDERER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

To,

**The Deputy General Manager (C&S)  
Delhi Metro Rail Corporation Limited,  
Metro Bhawan, 6<sup>th</sup> Floor, C Wing,  
Barakhamba Road, New Delhi -110 001.**

Dear Sir,

**Subject:** Application for grant of License, for **three years** for parking site under Delhi Metro Rail Corporation Ltd. at \_\_\_\_\_ Metro Station.

**PARTICULARS OF TENDERER:**

1. Name (in Block letters)  
.....
2. Name of father/husband  
.....
3. Age .....
4. Full address (residential)  
.....  
.....  
.....
5. Address (Occupational) .....  
.....
6. Contact Telephone No ..... Mobile No. ....

**PARTICULARS OF AUTHORIZED PERSON: (Must)**

1. Name of authorized Person.....
2. Qualification.....  
0;Contact No. (Land line.....Mobile .... )
3. Experience in parking field with agency.....
4. ID Proof Submitted Yes..... No.....

**A) PARTICULARS OF PARKING SITE:**

1. **Name of parking station-** \_\_\_\_\_

PARTICULARS OF TENDER

**AMOUNT OF LICENSE FEE PER MONTH:**

(In figure per month): Rs. \_\_\_\_\_

Rupees in words: \_\_\_\_\_

**Note: -i. Rates must be quoted in both i.e. figures as well as in words.  
ii. EMD-Draft should be enclosed with tender application.**

2. I/We, shall deposit with DMRC as interest free security deposit an amount **equivalent to three months rental** within ten days of the receipt of letter of acceptance amounting to **Rs.**\_\_\_\_\_ /- (Rupees in words\_\_\_\_\_)
3. **I/We certify that, I/We have verified the site and find the same suitable for the purpose of parking and are fully satisfied with the site conditions.** I/We certify that I/We are also fully aware that the site plan attached with this document is tentative and **the said space includes provision for traffic integration and landscaping, and shall accordingly tender taking note of this fact.**
4. I/We shall keep this offer valid for a period of 120 days from the date of opening of this tender.

I/We the undersigned being the tenderer as mentioned above, hereby apply to the Delhi Metro Rail Corporation Ltd. for allotment of the parking site described above in accordance with the terms and conditions of the allotment by tender under DMRC. **I/We have read and understood terms and conditions of tender and hereby unequivocally accept the same.** I/We shall pay the license fee and furnish the required documents in the form prescribed in accordance with terms and conditions of tender. I/We have inspected the parking site for which tender is being submitted and it is fully satisfactory and as per our requirement, even if it were to be modified at a later stage by the licensor.

I/We agree to peacefully vacate the parking site as and when called upon by Delhi Metro Rail Corporation Ltd. to do so without demur. We also know that no compensation or claim on this account will be entertained.

Signature of Tenderer  
On behalf of the applicant/Tenderer

Dated: \_\_\_\_\_

Place: \_\_\_\_\_

**GENERAL INFORMATION AND GUIDELINES**

The following are to be ensured before submission of tender to avoid rejection:

1. Signing on all pages of Draft 'License Agreement'.
2. Proof of residence self attested.
3. Proof of ID self attested.
4. Two photographs.
5. Proof of Financial Capability duly attested.
6. Copy of PAN Card self attested.
7. Copy of ITR of last 3 years.
8. In case of companies, attested copy of (Duly attested by district Magistrate/Gazetted officer) in corporation certificate, memorandum of agreement (MOA), copy of registration, authorized signatories, copy of partnership deed (In case of partnership firm), MOA, etc to be submitted in support of existence of tenderer.
9. Proof of experience (LOAs, Bills, Receipts, certificates, etc. for minimum of last two years). In case of LOAs, Successful completion certificate/performance certificate (In case of running contracts) will be required.
10. Envelope super scribed with "TENDER FOR PARKING LICENSE FOR ..... STATION.
11. Envelopes are to be sealed.
12. Please also enter the name of tenderer along with details as mentioned in the attendance sheet kept along with tender box.
13. EMD in the form of DD in favour of 'DMRC Ltd.' drawn.
14. Separate tenders for each location complete in all respect should be submitted. No paper submitted with other tenders will be considered.
15. Any other information/ document, which tenderer(s) may consider appropriate, may be submitted.
16. It may be noted that in case tender(s) submitted by tenderer(s) are not accompanied by relevant papers will be rejected out rightly.
17. The Earnest Money deposited may be forfeited in case of successful bidders on the account of following:
  - a) Letter of Acceptance is not returned within three days of issue duly signed as token of acceptance.
  - b) Payment of Security Deposit & Advance license fee is not made within 10 days of issue of LOA.
  - c) Signing of License Agreement within 30 days of issue of LOA.
  - d) Commencement of facility within the schedule provided by DMRC.
18. The cost of stamp duty for the execution of agreement will be borne by the tenderer as per rates fixed by the State Governments.
19. **Note: Above items Nos -2 ,3, 6, 8 and 9 are not applicable in case of working agency of DMRC. The new agencies which are not working parking agency in DMRC will have to submit all the above details.**

Date:  
Place:

Signature of Tenderer  
on behalf of applicant/ tenderer

**DRAFT LICENSE AGREEMENT**

This agreement made on this \_\_\_\_\_ of \_\_\_\_\_ 2011 at Delhi between **Delhi Metro Rail Corporation Ltd.** (herein after called Licensor) incorporated under the companies act, 1956 having its registered office at Metro Bhawan, fire Brigade Lane, Barakhamba Road, New Delhi - 110001, India, hereinafter referred to as the 'DMRC' (which expression shall unless repugnant to the context mean and include it's successors and assigns) of the First Party.

AND

\_\_\_\_\_ (name of tenderer) Resident of \_\_\_\_\_ (hereinafter called the licensee) whereas the licensor is willing to grant the license for Parking Site in-accordance with the terms and conditions of allotment specified hereinafter.

Whereas the licensee applied for grant of a license for \_\_\_\_\_ Metro Station parking site, is willing to get license granted to him on monthly fee of Rs. \_\_\_\_\_ (amount \_\_\_\_\_ in words) payable in advance i.e. by the 10<sup>th</sup> of each English calendar month.

AND

Whereas the licensee has represented to the licensor that the former is well equipped with and can make adequate arrangements for parking at \_\_\_\_\_ Metro Station with the prior approval of the licensor.

NOW therefore it is mutually agreed:-

1. In consideration of payment of Rs. \_\_\_\_\_ (amount \_\_\_\_\_ in words) an equivalent of three months license fee quoted by the licensee as interest free security received vide draft no. \_\_\_\_\_ and EMD \_\_\_\_\_ for due and proper performance of these presents and also willingness of the licensee to pay Rs. \_\_\_\_\_ (amount \_\_\_\_\_ in words) per month sum for \_\_\_\_\_ Metro Station parking site, the Licensor grants unto the licensee and authorize him to use the said parking site as per schedule attached subject to the conditions hereinafter appearing for a period of three years.
2. That the licensee shall keep and maintain the licensed parking area and the site around the licensed parking area in a clean, proper and decent condition, and shall not keep the premises in a bad state of affairs during the currency of the period of license and shall not in any manner damage the wall floor or other structures of the station or structures in the licensed parking area, nor cause any kind of obstruction to the user of the Metro Station in any manner whatsoever.
3. That the licensee shall charge such rates as may be approved by the licensor from time to time and shall exhibit the schedule of rate at a conspicuous place in the premises. The licensor retains the right to change or modify the terms and conditions of the parking charges and no compensations or claim on this account shall be entertained.
4. That the licensee shall maintain the parking site in a clean and hygienic condition and shall conform to the rules, regulations or bye laws made in this regards by the municipal/ civic/ DMRC authorities concerned.
5. That the licensee shall arrange his business in such a manner that he shall be in a position to cater to the needs of the commuters/ passengers. He shall employ sufficient number of employees and servants for rendering quick service to the persons.

6. That the licensee shall place and continue to keep in the aforesaid premises all necessary equipments and shall not remove any item from the site of licensed parking thereof without prior approval of the licensor.
7. That the licensee shall not display or exhibit pictures, posters, statues or other articles, which are repugnant to the moral or are of indecent, immoral or of improper character. It is expressly agreed that the decision of the licensor in this behalf shall be conclusive and binding on the licensee and shall not be a subject matter of dispute.
8. That the licensee shall not display or exhibit any advertisements or place or put up hoarding on any part of the interior or exterior.
9. That the licensee shall have no right, title or interest in the premises licensed to him nor shall he, be deemed to have exclusive possession there of, except the permission to use the said site for the currency of this contract. Further, DMRC reserves the right to curtail the area of parking at any point of time during the currency of contract agreement for any developmental or what so ever reasons may be. No claim or compensation will be entertained on this account.
10. That the licensee shall not be entitled to allow any other person to use the premises in his stead or to use any part there of. In the event of the death of the licensee or the licensee becoming insolvent, or dissolved if it is a partnership firm prior to the expiry of the period fixed hereinafter the license shall stand terminated automatically and the legal representatives of the licensee shall not be entitled to use the premises. However with the express approval of the licensor the legal heirs or representatives may be permitted after discharging any liability that the licensee may have incurred, remove the goods and other equipment that may be found at the licensed premises. But in case, the goods are not claimed by the legal heirs/ representatives within four weeks of the demise of the licensee, the licensor may by public auction dispose off the same.
11. That the licensee shall also pay all the license or other fee or taxes payable to the Government or municipal or local bodies concerned in connection with the regulation/ monitoring/ management of the business of parking.
12. That the licensee shall cater to the needs of the station commuters & the visitors to the station and failure to cater to the needs of these persons for a continuous period of seven days shall amount to a breach of the terms of this license.
13. That the licensee shall demarcate the free parking spaces equivalent to 10 car space/30 two wheelers space for DMRC staff usage. These spaces shall be close to the entrance of the main station building as far as technically possible. He will also issue a zero amount parking receipt to DMRC staff.  
  
Delhi Metro permitted Feeder buses may be parked in the parking lot as demarcated by DMRC.
14. The Licensee confirms full understanding and comprehension that notwithstanding anything else mentioned in this document, DMRC (Licensor) has the right to terminate this license agreement as and when it requires the said licensed parking space/s for its own programmes whatsoever, by giving one month's notice thereof. The Licensee voluntarily and unequivocally agrees to peacefully vacate the parking site as and when called upon by Delhi Metro Rail Corporation Ltd. (Licensor) without demur. The Licensee agrees voluntarily and

unequivocally not to seek any claim damages, compensation or any other consideration whatsoever on this account. In case of such termination, due to requirement of space by DMRC for its own use/ cancellation due to any other cause, including breach of terms and conditions of this agreement.

15. If the LICENSEE is desirous of terminating the license hereby created before the expiry of the period of the license, it shall give to DMRC, three months notice in writing of its intention to terminate the license and on the expiry of the said period, the agreement shall stand terminated. However, the interest free security deposit will stand forfeited in favour of the Licensor (DMRC Ltd).
16. That notwithstanding the other rights the licensor may in its sole discretion and on such terms as may be considered reasonable by it grant relief to the licensee against forfeiture of interest free security deposit, imposition of interest or determination or revocation of the license.
17. That the licensee shall abide by all rules and regulations, orders and instructions that the licensor may from time to time make or adopt or issue for the care, protection and administration of the station parking site and the general welfare and comfort of DMRC employees and other connected persons.
18. The licensee shall also abide by all the rules and regulations under the metro act and in addition to the penalties leviable under this contract shall also be liable to pay all penalties as may be applicable under the metro rail act/ordinance.
19. **(A)** (i) That the licensor shall not be responsible for the safety of the licensee or any other material or articles belonging to the licensee and also shall not be liable for any charge or injury to the property of the licensee lying at any time in, on, upon or around the said licensed parking area from any cause whatsoever.  
 (ii) **Licensee will be responsible for the safety and security of all the vehicles parked in parking. He will also be liable to pay damages/compensation if any arises, to the commuters/users of the parking. In any case, DMRC will not be responsible for any damage/theft of vehicles in parking. In case of any damage/Theft of vehicle, the matter, if not resolved amicably, then court orders shall be honored and payment due shall be released. After court's judgement, if licensee fails to comply the same, then DMRC will be within its rights to compensate the customer after deducting from the Security Deposit on behalf of Licensee.**  
 (iii) In case of theft of a vehicle from DMRC Parking, following penalties shall be imposed upon parking agencies. Agencies must pay their penalty amount within 30 days of notice given to them, failing which the same shall be reversed from their S.D amount.
 

| S.No. | Vehicle type         | Penalty     |
|-------|----------------------|-------------|
| (i)   | In case of car theft | Rs 20,000/- |
| (ii)  | In case of M/Cycle   | Rs 10,000/- |
| (III) | In case of Bicycle   | Rs 1,000/-  |
- (B)** (i) The parking agency shall be liable to be blacklisted in case of 5 or more case of theft taking place from all the DMRC parking sites under its jurisdiction and agency shall be debarred for 2 years.  
 (ii) Repeatedly ignoring/overlooking written instructions with no acknowledgement and showing no interest may also attract cancellation of contract and debarring for 1 year.
20. That the overall control of the licensed parking site and supervision of the parking area shall remain vested with the licensor, whose officers or authorized representative shall have access to at all hours to the said center or any part thereof.
21. That on the expiry of the period of license or on determination or revocation of the license under the terms and conditions hereof, any belonging of the licensee found in such licensed parking site shall be liable to be sold through public auctions unless claimed within a fortnight

of the expiry of the period of license or determination or revocation of the license as the case may be. The licensor shall be entitled to appropriate out of the proceeds of such sale the amount due to the licensor from the licensee.

22. That the licensor shall have the right to terminate the license after giving one month's notice without assigning any reason thereof. But, in case License fees is not paid on due date, a notice will be issued to the contractor to pay his dues with in 10 days. If dues are not paid in that period, Termination Notice will be issued by giving him time for another 10 Days. If dues are not paid even in that period, Termination letter will be issued immediately and parking will be taken over by DMRC.

The licensor will also have right to take into possession full or part of parking area for its own use or for development/ modernization of parking area. If part of parking area is taken back by licensor the license fee will be adjusted on pro rata basis and part of security deposit of the corresponding area will be refunded/ adjusted.

23. That in case, the parking site licensed is distorted or damaged by any natural calamity or riot or civil disturbances or worse so as to make it unfit for use by the licensee. The license shall stand determined automatically.
24. In case licensee fails to make good the losses due to theft, damages etc. to the commuters then DMRC will do the same and will recover from the licensee.

**25. Conciliation and Arbitration**

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

All disputes relating to this agreement or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this service agreement shall in the first place be referred to a sole conciliator appointed/nominated by GM/Civil on receipt of such requests from either parties.

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

The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an arbitration award.

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

Any dispute that cannot be settled through conciliation procedure shall be referred to arbitration in accordance with the procedure given in para given below.

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

**Arbitration procedure**

If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes shall be referred within 30 days to a sole arbitrator who would be nominated by DMRC Ltd. The venue of such arbitration shall be at Delhi/New Delhi. The award of the sole arbitrator shall be binding on all parties. The cost of Arbitration shall be borne by respective parties. There will be no objection if conciliator/or sole arbitrator nominated/appointed is an employee of DMRC.

## **Rules governing Arbitration Proceedings**

The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time including provisions in force at the time the reference is made.

## **Jurisdiction of Courts**

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

26. That nothing herein contained shall be construed as conferring upon the licensee any right, title or interest in respect of or over, in or upon the demised premises and the property of the licensor. That the dealing of the licensee/ his employees with the commuters/ visitors shall be polite and courteous and he shall not indulge in any activity, which may cause harm to the interest of DMRC Ltd. or its employees.
27. That if licensee allows credit he will do so at his own risk and the licensor will take no obligation whatsoever in this regard and no request or claim from the licensee shall be entertained on this account.
28. That the licensee shall allow the General Manager (O) DMRC or their authorized representatives (Licensor) to enter upon the premises/site in order to inspect and execute any structural repairs, additions or alterations at the site, check water and sanitary conditions or do renovations which may be found necessary from time to time by the licensor and for the purpose connected herewith and for compliance of terms and conditions of any works relating to repairs/additions/alterations or other damages that may be caused during the course of installation of any fittings, fixtures etc. or owing to the inspection of the premises.
29. That the licensee shall be responsible for all the damages or loss of the property due to reasons for which he or his servant are directly responsible and shall be liable to make good any loss or damage that may be sustained by the licensor except those due to normal wear and tear or such as be caused by storm earthquake or any other natural calamities beyond his control. The decision of the licensor in regard to the extent and quantum of compensation if any to be paid shall be binding upon the licensee.
30. That the premises allotted shall not be used for residential purpose or for a purpose other than for which it is allowed. The licensee shall not be permitted to utilize the premises or to carry on any other trade along with the authorized business of licensee during the period of his license.
31. That the licensee shall not keep any animal or convenience in or outside the premises.
32. That the licensee shall also comply with all the instructions and terms and conditions given in the TAF.
33. That the employees of the licensee are and shall under no circumstances be construed as employees of DMRC, and the licensee indemnifies DMRC against any claims whatsoever against claims made by licensee's employees.
34. That in case any theft or damage to property/vehicle or equipment or any other item in the charge of the licensee in the course of conduct of his business, the licensee indemnifies DMRC Ltd. (licensor) against any claims, compensation or damages whatsoever.
35. That in case any amount becomes due against the licensee in respect of any matter covered under the license, the same shall be on the failure of the licensee to pay within the time prescribed be recovered as arrears.
36. Licensee shall clearly mark the individual vehicles space in the parking area & should clearly put up signages & markings indicating direction towards exit & entry. Vehicles should be

parked orderly manner and passages for vehicles movement should be made available within the parking lot.

37. That all or any of the powers vested in the license under these presence in respect of grant determinations, revocations, cancellations or restoration of this license or recovery of any dues in respect thereof or connected therewith shall also be exercised by the DMRC Ltd. And the licensee shall have no objection whatsoever in this respect.
38. To comply with any systemic improvements as directed by DMRC.

In witness thereof the parties to the agreement have signed this deed on the date first above mentioned.

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

For Licensor  
Delhi Metro Rail Corporation

for Licensee

Witness

Witness

1.

1.

2.

2.

**TERMS AND CONDITIONS OF TENDER FOR THE GRANT OF LICENCE FOR COLLECTING PARKING CHARGES AND FOR RUNNING PARKING SITE OF DELHI METRO RAIL CORPORATION LTD ON MONTHLY LICENSE FEE BASIS.**

**1. GENERAL CONDITIONS:**

- i) Change in the constitution/share holding of license will not be allowed under any circumstances.
- ii) Only persons submitting a demand draft in favour of “DMRC Ltd” as specified in tabular form station-wise, **drawn on any scheduled commercial bank** shall be allowed to participate in the tender and intending participants shall be required to attach the above said bank draft with the tender.
- iii) The tenderer shall also be required to attach copies of term deposit or **copies of up to date pass book of any bank account he holds in his favour or income tax clearance certificate, copy of PAN Card/ITR** to enable the accepting authority to assess his financial status.
- iv) Two copies of his latest passport size photograph along with proof of present address. (Bank Pass book, telephone bill, passport, voter’s ID card, etc).
- v) The detail of parking site and its tentative area is placed as Annexure D.
- vi) The tenderers shall meet the following: (those who do not meet the following criteria, tender will be rejected)
  1. Tenderers shall have minimum 2 years experience of operating the parking areas with Government Departments/ Public Sector/ 5 & 4 Star Hotel/ Hospital/ Municipal Corporation/ Airport/ Sea Port/ Railways/ Bus Terminals/ etc. (Proof to be submitted). Only direct experience will be considered. Experience of subletting or as sub contractor to the main contractor will not be considered.
  2. Tenderer shall have minimum experience & turn over is as per section-A of eligibility criteria. (Copy of audited balance sheet / Proof of payment received to be attached / Proof of payment made to be enclosed).
- vii) The tender shall be for grant of license for collection of **parking charges as indicated in para 2** “parking charges” and running of parking site on monthly license fee basis for a period of three years at \_\_\_\_\_ parking site applied for above.
- viii) Delhi Metro Rail Corporation Ltd. may withdraw/ change locations of the parking site/ sites without assigning any reason from the tender at any stage.
- ix) The person whose tender has been accepted by the competent authority shall normally not be permitted to withdraw his tender, however when permitted by the competent authority his earnest money will be forfeited.
- x) The officer conducting the tenders shall normally accept the highest tender subject to confirmation by the competent authority provided that the highest tendered amount is above the reserve price or the offer is considered reasonable for acceptance by tender committee members.
- xi) The competent authority shall be entitled to reject any tender without assigning any reason whatsoever and the decision of the competent authority in this regard shall be final and binding and shall not be called into question in any proceedings. If the tender is not accepted by the competent authority, the earnest money deposited at the time of tender, shall be refunded without any interest.
- xii) While finalizing the tenders, the accepting authority may also at its discretion, form a panel (waiting list) from among the tenderers in accordance with the amount tendered by them. In case of failure of the successful tenderer to comply with the terms and conditions of the tender leading to cancellation of his tender or contract, as the case may be, DMRC Ltd., would be well within its right to allot the site to the next tenderer on

the panel instead of re-tendering. The accepting authority reserves the right to include or exclude the name of any intending tenderers on the panel. The decision of accepting authority shall be final and binding on the intending tenderers.

- xiii) a) The letter of acceptance will be issued to the highest tenderer among the tenderers who qualify the criteria as per clause 1(vi), after acceptance of the tender by the competent authority and he would be required to deposit the first month's license fee (in advance) within 10 days of the issue. The date of start of license shall be from the date of actual handing over of the site or from the date for taking over of the site mentioned in the letter of acceptance, whichever is earlier.
- b) **The Earnest Money as specified in table shall be deposited at the time of submission of tender will be adjusted against the Security Deposit (equivalent to three months rental and treated as interest free security deposit) and other subsequent dues.**
- c) Area offered by DMRC is "SUPER AREA" no reduction in areas will be considered at any cost, however, if DMRC reduce the area for any other use for DMRC that will be honoured by the contractor and his licence fee will be adjusted accordingly on pro rata basis. Vehicle movement area also will not be deducted from the super area.

For this purpose the rate per square meter per month at a particular station shall be calculated by dividing the total areas as given in this tender document at "D" by the tendered license fees per month. The adjustment of license fees shall only be done, if required, in the second or subsequent monthly license fees.

- xiv) In case the highest tenderer fails to pay one month's license fee and interest free security deposit equivalent to three months rental within 10 days from the date of issue of letter of acceptance, the tender shall stand cancelled and the earnest money shall stand forfeited. The accepting authority then shall be competent to allot the site to the next tenderer on the panel or to re-auction/ tender the parking site. The EMDs of only unsuccessful tenders will be returned within 45 days of issue of allotment to the successful tenderer.
- xv) a) The licensee would be required to execute a license deed on a non-judicial stamped paper worth Rs.100/- with DMRC Ltd. as per format annexed before taking over possession and within 10 days of issue of letter of acceptance.
- b) The Licensee is required to take possession of the site from the date of actual handing over on '**As is where is basis**' or from the date for taking over of the site as mentioned in the letter of acceptance whichever is earlier. Area offered by DMRC is "SUPER AREA" no reduction in areas will be considered at any cost, however, if DMRC reduces the area for any other use for DMRC that will be honoured by the contractor and his licence fee will be adjusted accordingly on pro rata basis.

**The parking area is indicative. The actual area may vary depending upon site condition. The parking area may increase/ decrease as per requirement of DMRC Ltd. The license fee will be proportionate to the area allowed/ handed over for parking in case of decrease.**

**In case the licensee does not take possession of site, then the security deposit and the advance license fees will be forfeited in favour of the licensor (DMRC Ltd) and no claim, compensation, or even correspondence will be entertained on this account.**

- c) The licensee would be required to make payment of license fee in advance on monthly instalment basis by the 10<sup>th</sup> of every month called due date vide a demand draft only (on scheduled commercial bank) drawn in favour of "DMRC Ltd". In case of failure to deposit the license fee in time, interest @ 24% p.a. will be leviable from the due date of the deposit until the date of deposit. In case of delay up to 14 days,

interest shall be payable for 15 days and for delay more than 15 days (up to 30 days), interest payable shall be for one month. In case License fees is not paid on due date, a notice will be issued to the contractor to pay his dues with in 10 days. If dues are not paid in that period, Termination Notice will be issued by giving him time for another 10 Days. If dues are not paid even in that period, Termination letter will be issued immediately and parking will be taken over by DMRC.

- d) That the Licensee shall pay all dues invoiced including Penalties, Interests, TCS (Tax collected at source), etc. No claim for waiver/ representation will be entertained if the invoiced amount is not paid in time. DMRC reserves the right to terminate the license agreement by forfeiting the security deposit on account of non payment of dues after serving a notice for non payment.
  - e) Though DMRC will make all out efforts to handover the parking site as soon as possible, but in case there is delay in handing over the parking lot on whatsoever reasons from DMRC side, the licensee will not make any claim, compensation, damage on this account.
  - f) If there is any dispute related to the area, representation to this effect can be made only within 15 days from the date of handing over of the site by DMRC. After expiry of this period no request related to area will be accepted by DMRC.
- xvi) If the licensee fails to pay license fee in time for any month, the license shall stand cancelled subject to provisions vide item no. (xv) above, and the interest free security deposit shall stand forfeited in favour of the licensor (DMRC Ltd). Also on such cancellation of the license, the licensee shall quit immediately and licensor shall be entitled to allot it to the next highest tenderer or to re- tender the licensed site.
- The period of license will terminate on the last date of the last month of contract period from the date of possession. On completion of the term, the interest free security deposit will be returned after deduction of charges/ outstanding/ dues/ or any other claims/ etc. if any.
- xviii) If the LICENSEE is desirous of terminating the license hereby created before the expiry of the period of the license agreement, he/she/they will give to DMRC three months notice in writing of its intention to terminate the license and on the expiry of the said period, the agreement shall stand terminated. However, the interest free security deposit and all submissions if any, made till date of termination will stand forfeited in favour of the Licensor (DMRC Ltd).
  - xix) All the pages of this Tender application form have to be signed in acceptance of the terms and condition mentioned herein and enclosed with the submission.

## 2. **PARKING CHARGES:**

- A) The highest tenderer/licensee shall be entitled to charge the parking charges only according to the schedule of rates which are as under:

**Parking rate list (To be displayed on a Board as per sketch)**

| Type of vehicle            | Rates Per Day  |                    |            |
|----------------------------|--|--------------------|------------|
|                            | Up to 10 Hours   | More than 10 Hours | Per month* |
| Cars/Taxis                 | Rs. 10   | Rs. 20             | Rs. 500    |
| Scooter/Auto rickshaws     | Rs. 5  | Rs. 10             | Rs. 250    |
| Cycle                      | Rs. 2  | Rs. 3              | Rs. 20     |
| Agency Name:-<br>Address:- | Proprietor                      Proprietor Ph:-<br><br>Auth. Rep Name:-              Phone:- |                    |            |

***Parking is available for the genuine commuters round the clock.*** The parking hours and parking charges shall be displayed on the rate board as approved by the DMRC. **The rates, (Including Monthly charges) and vehicular composition are subject to change/ revision upwards or downwards as per direction of the General Manager (Civil). The licensee voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever, on account of upward or downward revision of parking charges by the licensor.**

**Mandatory Security Requirements**

**M.S. Boom barriers, sentry post of size 3.0m x 3.0 m, steel board exhibiting approved rate list with M.S. angle stand with reflective paint shall be provided by DMRC at each parking sites.**

- B) **This may kindly be noted that entire responsibility of safety & security of parking lots lies with the parking contractor. All measures like frisking of vehicles, checking of vehicles underneath with inverted mirror & it's boot with the help of hand handled metal detector to be done by the contractor for each & every vehicles entering into the parking lot.**
- C) **If any vehicle is lying in the parking for more than 48 hours. Parking contractor will appraise Local Police/Metro Police/CISF and Station Controller in writing. He will also monitor that particular vehicle during night hours also, where night parking is not available or not in practice.**
- D) **Proper record will be maintained by the contractor in which details of all vehicles like time/date of entry/exit will be recorded.**
- E) **Police verification is mandatory for all the staff deployed in parking. List of staff along with copy of Police verification will be submitted by the contractor with Station Manager along with copy to Manager/Operations office.**
- F) **Contractor will arrange to keep helmets of passengers in safe custody for which he can charge an amount of Rs.2/- flat per helmet against issuance of receipt in printed form indicating rates for charging helmet. For any damage/ loss of helmet, contractor will be responsible to compensate the passenger.**
- G) **If licensed parking areas are required to be closed to ensure the security of the parking areas, during Bandhs, riots, strikes and national festivals like Holi, Independence Day, Republic Day, etc, the parking areas are to be closed as per the requirement. Claim to reduce the license fee for this will not be entertained.**
- H) **Based on the recommendation of security agencies vehicles shall not be allowed to be parked under the viaduct and station building. Area under viaduct and station building shall be deducted from the super area.**

3. The tenderer/ Licensee shall have no right, other interest in the licensed parking site and the legal possession of the parking site, shall always continue to vest with licensor i.e. DMRC Ltd.
4. The licensed parking sites shall not be used or permitted to be used for any other purpose whatsoever except parking of cars, scooters and cycles and for which authorization has been issued. The licensee will ensure that no buses & other commercial vehicles are allowed to park in the said parking site.
5. The use of the parking site by the licensee will be subject to the following restrictions:
  - (a) That the site is not be used for parking heavy vehicles like truck, tempos, commercial autos, taxis & rickshaw etc.
  - (b) Arrangements for maintaining the parking site in a good state of functioning.
  - (c) The licensee shall ensure a high standard of hygiene and cleanliness so as to create a clean and healthy environment. Any physical damage or injury to the commuter/passenger/visitor or vehicle due to the lapses on the part of the licensee will be the sole responsibility of the licensee only and DMRC will stand absolved of any obligations or liability towards the injured/damage.
  - (d) The employee of the Licensee shall wear uniforms approved by DMRC at all times and also carry an identity card to be issued on application to the authorised representative of DMRC Ltd. or the DGM (Civil & Structure) DMRC Ltd. The copy of antecedents of the employee working in parking along with their Police verification report will be supplied to the Station Manager concerned and one copy is to be submitted in the office of Manager/Operations. Copy of ID cards issued by contractor after police verification should also be submitted in the office of DGM/ Operation and Station Control Room of the concerned station. Licensee will provide uniform to his staff. Sample of proposed uniform to be submitted in the office of DGM/Operation, within 10 days from the date of issuance of letter of acceptance from DMRC. In case it is not provided DMRC reserves the right to impose penalty as per clause-17 on each occasion.
  - (e) The employees of the licensee shall under no circumstances be construed as employees of DMRC, and the licensee indemnifies DMRC against any claims whatsoever against claims made by Licensee's employees.  
  
That the Licensee shall at all time keep the Licensor indemnified against all claims which may be made under the "workmen Compensation Act 1923"as amended from time to time, in respect of Licensee or any of his employees.
  - (f) The licensee will strictly ensure manning of the entry and exit gates and regulate the entering and exiting traffic in a proper and orderly manner as mentioned in para "A" above. The staff of licensee will collect charges at the time of exit only. No charges will be collected at the time of entry of vehicles in parking.
  - (g) The licensee will write the time of entry and exit of the vehicle on the parking ticket and on the counterfoil. A separate register will also to be maintained to record date & entry/exit time of vehicles entering into the parking lot. The counterfoils will be maintained by the contractor for the entire period of the contract. In the same way record of monthly passes issued to the commuters will be maintained by the contractor for the entire period of the contract in the register form and it will be produced as and when required by any authorised representative of DMRC or DMRC's Manager/Operations, Security Manager, AM/PD, AM (Revenue), CRI. The licensee shall get the parking slips and monthly passes printed at his own cost. The colour code for slips should be pink for four wheelers, yellow for two wheelers and white for zero value. Approval for contents of the slips should be taken from the works wing.
  - (h) The licensee will strictly check thoroughly all vehicles entering the parking site with the help of under vehicle search mirror & boot of all vehicles will be checked by Hand

Handled metal detectors. The licensee will strictly abide by and comply with all security instructions as may be issued from time to time by DMRC/ Authorised representative from DGM/ C&S's office.

- (i) The repairing and servicing of vehicles in the parking area will not be permitted. Washing of vehicles in the parking area is also not permitted.
  - (j) The parking site will not be used for dumping used goods, rubbish etc. or for storage of goods etc.
  - (k) The Licensee shall not tap electricity from any structure/ circuit or fixture of DMRC or from any other source.
  - (l) The Licensee shall not permit the use of the parking site by hawkers, betel or cigarettes sellers, cold drinks and tea venders and all such other like activities.
  - (m) The Licensee will vacate the site peacefully after the expiry of license or on its cancellation.
  - (n) The parking site will not be used or permitted to be used by the licensee for exhibition/display or any hoarding advertisement etc. and no indecent obnoxious or such other activity as may cause nuisance/embarrassment to the general public shall be carried or permitted to be carried in the parking site and the decision of the DMRC Ltd. in this regard shall be final and binding.
- (O) Area given in tender is a super area.
- (P) In case firm withdraws their offer twice in tendering without valid reason, the firm will get debarred for participating in DMRC for two years.
6. The tenderer/licensee shall not induct any other person in the licensed parking site and shall not allow the same to be used by any other person.
  7. The Licensee shall demarcate spaces equivalent to 10 Car space/ 30 two-wheeler space for DMRC Staff free of cost. These spaces shall be close to the entrance of the main station building as far as technically feasible. He will also issue a zero amount parking receipt to the employees of DMRC.
  8. The tenderer/licensee shall abide by all the rules and bye-laws of the statutory and regulatory bodies such as MCD, Delhi Administration and other authorities in the matter of running the business and keeping the site in proper condition and also abide by the instructions as may be given by DMRC Ltd. from time to time. He shall also pay all municipal taxes/other local body taxes or fees as due.
  9. The tenderer/licensee shall execute the license deed with the DMRC Ltd. for this purpose and all expenses in this connection will be borne by him.
  10. The tenderer/licensee shall be granted license for a period of 3 (Three) years at \_\_\_\_\_ Parking site, from the date of handing over the authorizations in respect of the parking site or from the date for taking over of the site as mentioned in the letter of acceptance, whichever is earlier subject to the terms and conditions of license deed and the conditions enumerated herein.
  11. The tenderer/licensee shall not object to any construction in or around the site that is considered essential by DMRC Ltd.
  12. No addition, alteration or change shall be done by the licensee in/upon the licensed site.
  13. The Licensor may permit the Licensee to temporarily place a portable cabin/shelter for operational use of the parking site after approval by the DMRC Ltd. The same will be removed immediately on termination of contract or completion of the contract period.

14. The tenderer/licensee will not encroach up common areas/ circulating areas or any other space, and restrict his operation to within the area licensed. The Licensee shall ensure that no inconvenience/ nuisance is caused to the Metro Commuters. Vehicles should be parked in orderly manner and passages for vehicle movement should be made available within the parking lot.
15. GM/O or any of their nominated staff will have free access to the parking sites for the purpose of inspection. The inspection can be carried out ex-party if the licensee fails to turn up on request. They will also have powers to impose a penalty as per clause-17 or seek compensation for infraction of any of the terms and conditions of the contract, whose decision shall be final in this regard.
16. The tenderer/ successful licensee may note that the parking area is essentially treated for the convenience of genuine Metro users. The licensee/ Parking contractor will therefore take all measures to ensure access to parking space to Metro users. In the event of shortage of parking space, the bonafide Metro user will have overriding priority over any other user. DMRC will, from time to time impose regulatory or control measures to ensure availability of parking space to bonafide Metro users, and the parking contractor will implement such procedures, rules and regulations. No claim or compensation on this account will be entertained or considered by DMRC. In case it is established that licensee is not providing space to the bonafide Metro users he may be imposed a penalty as per clause-17.
- 17.(A) **Penalties:** The penalties will be imposed on violation of terms and conditions of agreement as per the list given below:

| S. No. | Description of Irregularities  | Penalty             |
|--------|--|---------------------|
| 1      | Staff not in uniform/ without ID card                                  | Rs. 500.00          |
|        | Un-clean premises and improper housekeeping                            |                     |
|        | Vehicles not parked in orderly manner                                  |                     |
|        | Fire fighting appliances not available in the parking                  |                     |
|        | Vehicle checking appliances not available in the parking               |                     |
|        | Area for vehicle movement not left                                     |                     |
| 2      | Use of unapproved parking slips  | Rs. 1,000.00        |
|        | Mis behaviour by parking staff   |                     |
|        | Night parking (Where ever applicable)                                  |                     |
|        | Refusal to issue monthly passes  |                     |
|        | Obstruction of free movement to service rooms/ station utilities.      |                     |
| 3      | Misusing power supply for purpose of Cooking, Heater, Press, Motor etc | Rs 1000.00          |
| 4      | Over charging  | 10% of License Fee  |
|        | Encroachment   |                     |
|        | Recurring irregularities given at Sl. No. 1 & 2                        |                     |
| 5      | Parking of commercial vehicles(Vehicles used for business purposes)-*  | Rs. 500 per vehicle |
| 6      | Use of parking space for other than parking purposes                   | 25% of License Fee  |
|        | Criminal activity in parking area                                      |                     |

- (B) The amount of penalty given above is tentative and may vary depending upon the magnitude of irregularity observed. In case of repeated violations and no improvement in the situation at ground, DMRC Reserves the right to terminate the License and forfeit the interest free security deposit in its favour. In case of any act or acts by the licensee which may be deemed criminal to be decided solely by the authorized representative of DMRC, the licensor will have the right to recommend the case to GM/Civil for cancellation / Termination based on the factual and solid grounds. In case of termination interest free security deposit will be forfeited in favour of DMRC.
- (C) The licensor reserve right to cancel the contract by giving one month notice. In such cases, the interest free security deposit shall be returned to the agency.
- (D) A penalty of Rs. 500/- shall be imposed on licensee in case of his cheque is bounced. Apart from imposing penalty action will be initiated under negotiable instruments act.  
Fine on irregularities not mentioned in the above list can also be imposed as deemed fit by DGM (O) or his representative.
- (E) All overdue penalty amount shall be recovered from the SD amount of licensee(Agency). The Licensee (parking agency) shall be responsible to make good the SD amount within 30 days of the notice given to him. In case of failure to abide by the above condition, DMRC reserves the right to terminate the contract agreement.
18. That the Licensee shall have no objection to the DMRC Ltd. for granting any other license for similar facility at the premises of same Metro station where the licensee is rendering such services.

#### 19. Notices

That any notice/ correspondence under the terms of this License shall be in writing by registered post or delivered personally and signed by the party or his/its duly authorized representative giving such notice. All activities for day to day management will be carried out from the office of the Deputy General Manager/Operation, DMRC Ltd. or by his duty authorized representative. Notice shall be addressed as follows:

If to DMRC at

**The DGM /Civil & Structures  
Delhi Metro Rail Corporation Limited,  
6<sup>th</sup> Floor, Metro Bhawan,  
Fire Brigade Lane,  
Barakhamba Road, New Delhi -110 001**

If to the LICENSEE, at

**At Address given in page No. 7 of License Agreement.**

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

Date:

Signature of the applicant

**SPECIAL CONDITIONS OF CONTRACT FOR THE GRANT OF LICENCE FOR COLLECTING PARKING CHARGES AND FOR RUNNING PARKING SITE OF DELHI METRO RAIL CORPORATION LTD. ON MONTHLY LICENSE FEE BASIS**

1. The license for parking is non-transferable. The agency will keep his representative at site during operative hours of parking. The agency will only depute their regular personnel and supervisor for executing the work. It is further made clear that the agency cannot sublet the work in part or full to any other agency. If subletting is done the license will get terminated.
2. The agency would not take more than nine contracts of parking at any given time in Delhi Metro. In case the agency refuses to accept the license for a particular parking lot, the existing contract with the firm may get terminated. In case firm withdraws their offer twice in tendering without valid reason, the firm will get debarred for participating in DMRC for two year.
3. The agency is to depute their representative at site office who will be available during parking hours. He will ensure the compliance of instructions given by the client's representative during inspection of site. He is to ensure availability of sufficient number of printed parking coupons with specified cost/zero cost.
4. The representative will ensure that vehicles are parked in the demarcated area for parking. No additional area to be encroached for parking. The encroachment in additional area will attract penalty. The penalty will be at double the monthly rental proportionate to the encroached area. The repetition of encroachment in additional area will lead termination of contract.
5. The representative will ensure the display of updated emergency telephone numbers i.e. Fire Station, Police Station, Hospital, Ambulance etc. He will liaison with concerned authorities for assistance during emergency.
6. Once demarcated area is fully occupied, the board indicating "PARKING IS FULL" is to be placed at entrance of parking and supervisor is to be given instruction to depute workman to guide the approaching vehicle.
7. The parking facility is basically for Metro commuters. The representative will ensure that no commercial vehicle is allowed in parking. Violation of this will attract penalty. The agency will ensure compliance of Govt. orders on parking due to security reasons as and when issued.
8. The agency will indemnify DMRC in case of vehicle theft in parking lot. He will facilitate vehicle owner in lodging FIR. On verification, if the theft is found to be on the agency's account, he will reasonably compensate the loss to vehicle owner. In case of any consequent damage to the vehicle in course of parking, the agency will compensate to the owner of vehicle in making good the loss due to damage.
9. As and when DMRC revises the parking rates, the rental value will get revised proportionately. Similarly, if super area of parking lot is increased/ reduced the rental value will also get revised proportionately.
10. The agency is required to post an experienced supervisor on every parking lot. He should be conversant with the parking layout and understand the priority/sequence of placing vehicles in parking lot. Similarly, for vehicles moving out of parking area, he should be in a position to depute the worker and direct them how to guide vehicle drivers to park or to move out the vehicles in particular lot etc. without causing damage to parked vehicles. The agency is to depute supervisors in shifts.
11. No rental shall be charged for the area taken over by DMRC for any construction / modification activity on temporary basis for the effected period.
12. Since, "Operation wing" is executing the parking job at site, any penalty imposed will be intimated to the parking contractor/ Agency/ authorized representative of Agency by the operation wing under intimation to the office of GM/Civil for the recovery of the said penalty.
13. Agency should intimate the name of his representative with his qualification , Mobile No., experience in parking field with agency, ID proof etc at the time of acceptance of LOA.

**INSPECTION REPORT OF STATION MANAGERS ON PARKING FACILITIES**

Name of Station \_\_\_\_\_  
Name of SM conducted inspection \_\_\_\_\_  
Inspection conducted on (Date) \_\_\_\_\_ (Time) \_\_\_\_\_  
Contract Agreement No. \_\_\_\_\_  
Validity of Contract Agreement \_\_\_\_\_  
Name and address of Agency \_\_\_\_\_  
License Fee per Month \_\_\_\_\_  
Parking Area \_\_\_\_\_  
Name of representative of agency at site \_\_\_\_\_

**Displays**

Display of layout of Parking lot and \_\_\_\_\_  
Guide Map at Entrance  
Display of parking rates \_\_\_\_\_  
Display of emergency contract \_\_\_\_\_  
Nos. of Police, Ambulance, Fire

**No. of Persons managing parking**

No. of employees available in \_\_\_\_\_  
Attendance Register.  
No. of Uniformed persons with identity \_\_\_\_\_  
Cards at Entrance  
No. of Uniformed Persons with \_\_\_\_\_  
Identity card in parking to guide  
Drivers for parking  
Persons in Uniform with identity card \_\_\_\_\_  
At exit for collecting Parking Fee  
Total No. of persons employed during \_\_\_\_\_  
Peak hours of parking

**Area of Parking**

Area in sqm licensed \_\_\_\_\_  
Parking outside demarcated area, if any \_\_\_\_\_  
with area in sq. metres used  
Photograph of parking during peak \_\_\_\_\_  
Parking hours particularly covering  
Entrance, exit and way of parking

**Complaint Register**

Availability of Complaint Register \_\_\_\_\_

With Supervisor at Entrance

Display for Complaint Register \_\_\_\_\_

Scrutiny of complaints with respect to \_\_\_\_\_

Behavior of employees, rates, assistance in

Parking, cleanliness of parking area \_\_\_\_\_

**No. of vehicles**

Average No. of vehicles parked \_\_\_\_\_

No. of commercial vehicles, if any, parked \_\_\_\_\_

No. of vehicles found permanently parked \_\_\_\_\_

No. of vehicles parked from \_\_\_\_\_

00.30 hrs. to 05.00 hrs.

No. of thefts \_\_\_\_\_

**Equipments at parking**

Availability of Fire fighting equipments \_\_\_\_\_

Available at site

Any other equipment available at site \_\_\_\_\_

Days on which Govt. disallowed \_\_\_\_\_

parking for security reasons

Compliance of instructions by Agency \_\_\_\_\_

as given during last inspection

Date: \_\_\_\_\_ Signature \_\_\_\_\_

Note: ***Please attach sheet for any other information.***



# DELHI METRO RAIL CORPORATION LIMITED

## FORMAT FOR RECOMMENDATION TO IMPOOSE PENALTY

Name of station.....

Dated: .....

Name of the Parking Agency.....

**Details of discrepancy:-** During inspection by undersigned along with parking representative on dated ....., the following irregularities were found-

1. -----
2. -----
3. -----
4. -----
5. -----
6. -----
7. -----

Recommended By-.....

Designation.....

Recommendation-... ..

.....

.....

.....

.....

Parking Auth Representative

Signature of Station Incharge

Mgr/AM/Op-

DGM/Op

DELHI METRO RAIL CORPORATION LIMITED  
REGISTERED POST A.D.

No.

Dated:

M/s. ....  
.....  
.....

Dear Sir,

Contract Agreement No. .... in connection with License for collecting parking charges and for running parking site of Delhi Metro Rail Corporation Limited on monthly license fee basis at .....

1. In spite of repeated instructions to you by the inspecting officials as well as by this office in various letters of even number No. .... dated....., you have failed to meet the conditions mentioned in Para 1(xv) and also failed to maintain a reasonable level of service mentioned in Para 2 and 5 of General Conditions of Contract.
2. Your attention is invited to this office/ letter No..... dated..... in reference to your representation dated.....
3. As you have failed to abide by the instructions issued to show adequate improvement in service, you are hereby given 7 days notice in accordance with clause 1/2/4 of Special Conditions of Contract to improve works/to make good the progress, failing which further action as provided in clause 1/2/4 of Special Conditions of Contract viz. to terminate your Contract will be taken.

Kindly acknowledge receipt.

Yours faithfully,

General Manager/Civil  
For & on behalf of Delhi Metro Rail Corporation Limited

DELHI METRO RAIL CORPORATION LIMITED  
REGISTERED POST A.D.

No.

Dated:

M/s.....  
.....  
.....

Dear Sir,

Contract Agreement No. .... in connection with License for collecting parking charges and for running parking site of Delhi Metro Rail Corporation Limited on monthly license fee basis at .....

1. Seven days notice under clause 1/2/4 of Special Conditions of Contract was given to you under this office letter of even number dated .... but you have taken no action to improve the service/show adequate progress of the work.
2. You are hereby given 48 hours notice in terms of clause 1/2/4 of Special Conditions of Contract and on expiry of this period your above contract will stand rescinded.

Kindly acknowledge receipt.

Yours faithfully,

General Manager/Civil  
For & on behalf of Delhi Metro Rail Corporation Limited

**SCHEDULE OF PARKING SITE AND SUPER AREA**

The prospective tenderer is requested to verify and satisfy himself/herself/their self about the areas suitability before tendering. Area offered by DMRC is "SUPER AREA". Super area means, area within boundary of DMRC. However deductions for footpath, drainage, pits, metro piers, sub stations, building structure or any ramp shall be permitted on actual measurement basis but no deduction on account of any tree, electric pole etc shall be allowed.

**(a) Schedule of area (Super area) :**

The prospective quotationer is requested to verify and satisfy himself/herself/their self about the areas suitability before submission of documents-

| <b>S. No.</b> | <b>Name of station</b> | <b>Approximate super area (Sqm)</b> | <b>Estimated amount for three years (36 Months) (In Lacs)</b> |
|---------------|------------------------|-------------------------------------|---|
| 1             | Kirti Nagar            | 1345.46                             | 27  |
| 2             | Kalkaji Mandir         | 1041                                | 11  |
| 3             | Ghittorni              | 2500                                | 13  |
| 4             | Okhla                  | 2000                                | 13  |

**Remarks:**

1. Super area means, area within boundary of DMRC. However deductions for footpath, drainage, pits, metro piers, sub stations, building structure or any ramp shall be permitted on actual measurement basis but no deduction on account of any tree, electric pole etc shall be allowed.
2. The parking area is indicative. The actual area may vary depending upon site condition. The parking area may increase/ decrease as per requirement of DMRC Ltd.
3. During validity of license DMRC Ltd. may reduce the parking area depending upon their requirement. The license fee shall be reduced proportionally.
  - i. In case of decrease license fee will be proportionate to the area allowed/ handed over for parking.
  - ii. In case parking area is increased during currency of license, the rates for increased area shall be mutually agreed.
4. 60.00 sqm areas will have to be removed just nearby main entry for first responder in view of security aspects during disaster period. The proportional license fee will be deducted for this area. .

**(Copy of sketch attached)**

(The area shown is super area and the licensee fee will be billed according to the actual super area available).

**TENTATIVE PLANS OF PARKING SITE**

(These plans include provision for traffic integration & landscaping).

\* Please note that names and spellings of stations may change and no compensation or claim will be entertained on this account.

1. Super area means, area within boundary of DMRC. However deductions for footpath, drainage, pits, metro piers, sub stations, building structure or any ramp shall be permitted on actual measurement basis but no deduction on account of any tree, electric pole etc shall be allowed.
2. The parking area is indicative. The actual area may vary depending upon site condition. The parking area may increase/ decrease as per requirement of DMRC Ltd.
3. During validity of license DMRC Ltd. may reduce the parking area depending upon their requirement. The license fee shall be reduced proportionally.
  - i. In case of decrease license fee will be proportionate to the area allowed/ handed over for parking.
  - ii. In case parking area is increased during currency of license, the rates for increased area shall be decided by the tender committee and binding on parking agency.
4. In case of any disaster, in view of security aspect, the parking agency shall be responsible to keep an area of 60 Sqm clear of vehicles to facilitate “ entries for first responders “ at the site/station.

**\* The sketch/Site Plan can be collected free of cost from the office of DGM (Civil & Structures) at the address mentioned above.**