



DELHI DEVELOPMENT AUTHORITY

PRESS TENDER NOTICE NO.9/FO/CE/SEZ/DDA/07-08

NIT NO.27/EE/SED-5/DDA/07-08

Tenders are invited on behalf of Chairman, DDA, from Advertising Firms/Agencies for a Package deal to Build, Operate and Transfer (BOT) the Facility Kiosks, Advertisement Towers, Shops and Information Centre alongwith cleaning of Plaza Flooring etc. at Distt. Centre, Nehru Place, New Delhi.

1. DDA offer to provide Facility Kiosks (8 nos.) Advertisement Tower, (06 nos.) Shops/ Advertisement Tower (24 nos.), Toilet-T2 (2 nos.) and Information Centre (1 no.) including sweeping and cleaning of Plaza floors with the participation of Private Sector on Built, Operate and Transfer (BOT) Basis. The structures shall be constructed/facilities to be provided by the intending tenderers at their own cost and shall be operated and maintained by them on pay and use basis. To supplement the viability of construction and providing services the intending firms shall be allowed right of advertisement on the built up portion as per the terms and conditions prescribed in the tender documents. The tenderer shall quote the license fee payable to DDA along with schedule of payment. Complete information, which brings-forth the capacity, capability and experience of tenderer along with its associates, if any, shall also be furnished. The initial period of license for operation and maintenance will be for 5 (five) years. However, DDA reserves the right to reduce the license period before entering into/expiry of the agreement and also reserve the right to withdraw in full or any part thereof, from scope of work at any stage. The licence can be renewed and extended for a prescribed period at the discretion of DDA.
2. Tenders shall be issued to the firms / agencies who fulfill either of the following conditions.
 - i) The Advt. firm/agencies registered with any Central Government or State Government Department (Documentary proof shall be submitted)
 - ii) The Firms / Agencies who have carried out and/or is operating, at least one work of similar nature during the last five years on BOT basis. (Documentary proof shall be submitted).
3. The Tenderer shall produce valid ITCC and Sales Tax/Service Tax registration certificates before the issue of tender documents.
4. Tender documents containing terms & conditions, specifications along with site plan can be had from the office of Executive Engineer, South Eastern Division No.5, DDA, Sarita Vihar, New Delhi on any working day on payment of Rs.5000/- (Rupees Five thousand only) in cash (not refundable). The tender shall be addressed and submitted along with the earnest money of Rs.5 lacs (Rupees Five Lacs only) in the shape of Demand Draft/pay Order in favour of Sr.A.O.CAU/SEZ/DDAAGV Complex, New Delhi to the Executive Engineer, South Eastern Division No.5, DDA, Sarita Vihar, New Delhi. The complete tender documents shall have to be inserted in the Tender Box placed there as per the schedule given as under:
 - I. Application for sale of tender document shall be received in the office of the EE/SED-5 from 10.09.07 to 14.09.07 between 11.00 AM to 3.00 PM on all working days.
 - II. Last date of issue of tender document 14.09.07 upto 3.00 PM.
 - III. Last date of receipt of tender document to be intimated by EE/SED-5 after pre-bid meeting.The tender (Technical Bids) shall be opened on the same day at 3.30 PM in the presence of intending tenderers present at that time at the office of the Executive Engineer SED-5/ DDA/Sarita Vihar, New Delhi-44.
5. The tenderers whose tender is accepted will be required to deposit performance guarantee money @ 5% (Refundable) of total accepted license fee for 5 years in the form of Bank guarantee from any schedule Bank in favour of "Executive Engineer, South Eastern Division No. 5, DDA, Sarita Vihar, New Delhi" in the format acceptable to DDA.
6. Tenderers are advised in their own interest to acquaint themselves regarding the proposed site and its surroundings and satisfy themselves about the commercial, regulatory, legal and other aspects of the project before submitting the tender. Plans showing the location and scope of work are enclosed with the tender documents.
7. A pre-bid meeting shall be taken by DDA on 21.09.2007 at 11.30 AM in the office of the Chief Engineer (South East Zone), DDA. The tenderers should study carefully the tender documents and should discuss in the meeting any doubts, clarification needed and may suggest any amendment in the prescribed terms and conditions. If NIT condition is not found acceptable for technical reasons and changes proposed are acceptable to DDA, the same shall be effected. No further conditions if given by tenderer with the submission of tenders shall be accepted. The DDA reserves the right not to consider such tenders which are found to contain such conditions in contravention to above. All supporting details and drawings on which the tenderer based their rates, shall be submitted along with the bid.

Please visit DDA's Website at www.dda.org.in or dial 42895566

N.I.T. NO. 27/EE/SED-5/DDA/2007-08

N.I.T.

ON

BOT BASIS

DELHI DEVELOPMENT AUTHORITY

A PACKAGE DEAL TO BUILD, OPERATE AND
TRANSFER 08 NOS. FACILITY KIOSKS, 06 NOS.
ADVERTISEMENT TOWER, 24 NOS. SHOP/AD
TOWER, 02 NOS. TOILET, 01 NO. INFORMATION
CENTRE ALONGWITH CLEANING/WASHING OF
PLAZA FLOORING ETC. AT NEHRU PLACE DISTT.
CENTRE.

DELHI DEVELOPMENT AUTHORITY

DDA OFFERS A "PACKAGE DEAL TO BUILD, OPERATE AND TRANSFER 08 NOS. FACILITY KIOSKS, 06 NOS. ADVERTISEMENT TOWER, 24 NOS. SHOP/AD TOWER, 02 NOS. TOILET, 01 NO. INFORMATION CENTRE ALONGWITH CLEANING/WASHING OF PLAZA FLOORING ETC. AT NEHRU PLACE DISTT. CENTRE".

EXECUTIVE ENGINEER
SOUTH EASTERN DIVISION-5
SARITA VIHAR
NEW DELHI-110 076

NOTICE INVITING TENDER

Tenders are invited on behalf of Chairman, DDA, from Advertising firms/Agencies for a Package deal to Build, Operate and Transfer (BOT) the Facility Kiosks, Advertisement Towers, Shops and Information Centre alongwith cleaning of Plaza Flooring etc. at Distt. Centre, Nehru Place, New Delhi.

1. DDA offer to provide Facility Kiosks (8 nos.) Advertisement Tower, (06 Nos.) Shops/Advertisement Tower (24 Nos.), Toilet-T₂ (2 Nos) and Information Centre (1 No.) including sweeping and cleaning of Plaza floors with the participation of Private Sector on Build, Operate and Transfer (BOT) Basis. The structures shall be constructed/facilities to be provided by the intending tenderers at their own cost and shall be operated and maintained by them on pay and use basis. To supplement the viability of construction and providing services the intending firms shall be allowed right of advertisement on the built up portion as per the terms and conditions prescribed in the tender documents. The tenderer shall quote the license fee payable to DDA along with schedule of payment. Complete information, which brings-forth the capacity, capability and experience of tenderer along with its associates, if any, shall also be furnished. The initial period of license for operation and maintenance will be for 5 (five) years. However, DDA reserves the right to reduce the license period before entering into/expiry of the agreement and also reserve the right to withdraw in full or any part thereof, from scope of work at any stage. The license can be renewed and extended for a prescribed period at the discretion of DDA.

2. Tenders shall be issued to the firms / agencies who fulfill either of the following conditions.

i) The Adv. firm/agencies registered with any Central Government or State Government Department (Documentary proof shall be submitted).

ii) The Firms/Agencies who have carried out and/or is operating, at least one work of similar nature during the last five years on BOT basis. (Documentary proof shall be submitted).

3. The Tenderer shall produce valid ITCC and Sales Tax/Service Tax, registration certificates before the issue of tender documents.

4. Tender documents containing terms & conditions, specifications along with site plan can be had from the Office of Executive Engineer, South Eastern Division No.5, DDA, Sarita Vihar, New Delhi on any working day on payment of Rs.5000/- (Rupees Five thousands only) in cash (not refundable). The tender shall be addressed and submitted along with the earnest money of Rs.5 lacs (Rupees Five Lacs only) in the shape of Demand Draft/Pay Order in favour of Sr. A.O. CAU/SEZ/DDA AGV Complex, New Delhi to the Executive Engineer, South Eastern Division No.5, DDA, Sarita Vihar, New Delhi. The complete tender documents shall have to be inserted in the Tender Box placed there as per the schedule given as under:

- I. Application for sale of tender document shall be received in the office of the EE/SED-5 from to date between 11:00 AM to 3.00 PM on all working days.
- II. Last date of issue of tender documentupto 3.00 PM
- III. Last date of receipt of tender documentupto 3.00 PM

The tender (Technical Bids) shall be opened on the same day at 3.30 PM in the presence of intending tenderers present at that time at the office of the Executive Engineer SED-5/DDA/Sarita Vihar, New Delhi-44.

5. The tenderers whose tender is accepted will be required to deposit performance guarantee money @ 5% (Refundable) of total accepted license fee for 5 years in the form of Bank guarantee from any schedule Bank in favour of "Executive Engineer, South Eastern Division No.5, DDA, Sarita Vihar, New Delhi" in the format acceptable to DDA.

6. Tenderers are advised in their own interest to acquaint themselves regarding the proposed site and its surroundings and satisfy themselves about the commercial aspects of the project before submitting the tender. Plans showing the location and scope of work are enclosed with the tender documents.

7. A pre-bid meeting shall be taken by DDA on _____2007 at _____ A.M. in the office of the Chief Engineer (South East Zone), DDA. The tenderers should study carefully the tender documents and should discuss in the meeting any doubts, clarification needed and may suggest any amendment in the prescribed terms and conditions. If NIT condition is not found acceptable for technical reasons and changes proposed are acceptable to DDA, the same shall be effected. No further conditions if given by tenderer with the submission of tenders shall be accepted, the DDA reserves the right not to consider such tenders which are found to contain such conditions in contravention to above. All supporting details and drawings on which the tenderer based their rates, shall be submitted along with the bid.

Executive Engineer
South Eastern Division No.5
DDA, Sarita Vihar
New Delhi.

DEFINITIONS

For the purpose of the Agreement (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

1. 'DDA' shall mean Delhi Development Authority on whose behalf Vice Chairman, DDA or any officer authorized by the Authority shall execute and sign the correspondence and documentation.
2. 'Competent Authority' shall mean the Vice Chairman, Delhi Development Authority.
3. 'The tenderer' firms, agencies shall mean the Individual, Proprietary Firm, Partnership Firm, Joint Venture Company. Company/Entrepreneur or Consortium who purchases the tender documents and submits its tender to the Authority and the legal successors of such company but not any assignee of such company.
4. 'The Intending Concessionaire/Licensee' shall mean a tenderer whose tender has been accepted by the Authority and is sent a written communication confirming the same.
5. 'The Vice Chairman' shall mean the Vice chairman of the DDA, currently holding office or his successor in office, and shall also include any officer authorized by the Vice Chairman on his behalf.
6. 'The Letter of Acceptance' shall mean communication by the Authority conveying intention of accepting the offer.
7. 'MCD' refers to the Municipal Corporation of Delhi.
8. The agreement, shall mean the agreement to construct and maintain of (08) nos of facility Kiosk, 06 nos advertisement Tower, 24 Nos Shop/Advertisement Towers 2 No. Toilets and 01 (one) information center for the construction/maintenance as shown in Plan between DDA and the licensee. The format of which is annexed at the end of these documents. The terms and conditions of the tender document shall be part and parcel of the agreement.
9. Licensor shall mean DDA or any officer authorised by authority on its behalf.

1. Introduction

1.1 Title to the Premises

The Delhi Development Authority (DDA) was constituted under the provisions of Section 3 of the Delhi Development Act, 1957. The title to the premises offered under the scope of this tender rests with and are governed by the Delhi Development Authority under the said Act, 1957 and Nazul Rules, 1981 framed there under.

1.2 Objective

DDA's objective is to have the premises built its successful operation and efficient maintenance of various services connected there to at Distt. Centre, Nehru Place with the participation of the private entrepreneurship. Advertisement rights on the built up structures have been devised as part of the agreement in order to supplement the viability of construction, providing of services and transfer of the Structures to DDA.

2. General Terms & Conditions of the Offer

2.1 Site Visit

The tenderers prior to submitting their tender for the project, may visit and examine the site of the Project and surroundings at his/her own expenses and obtain and ascertain on their own responsibility all information, technical data, traffic data, market study etc. including actual conditions, existing services which may or may not have to be shifted/removed/replaced etc. It shall be presumed that all these factors were accounted for by the Tenderer while quoting his tender.

- The tenderer shall be deemed to have acquired full knowledge of the site.
- The data/drawings information supplied along with the tender be treated as approximate and the tenderer is expected to have collected all information in connection with the tender before submitting the tender.

2.2 License Fee

- (i) The tenderer shall quote the Licence fee payable to DDA along with Schedule of Payment. In case of default in payment of Licence fee necessary action as deemed fit shall be taken by DDA against the agency/firm leading to closure of the contract. The tenderers will submit the proposal with Earnest Money deposit amounting to Rs.5,00,000/- (Rupees Five Lakhs only) in an envelope marked earnest money deposit. The earnest money deposit shall be payable by Demand Draft/Pay Order drawn in favour of Sr. AO/CAU/SEZ/DDA, New Delhi. Cheque or cash will not be accepted. No offer shall be accepted if not accompanied by earnest money deposit. The earnest money will be converted to Security Deposit which shall be released on successful completion of the Licence period. The earnest money deposit paid by the tenderers, whose offers have not been accepted shall be returned to them without any interests within 120 days. The deposit shall not be adjusted against any other scheme.

- (ii) In case contract is closed on account of non payment of Licence fee or any other default by the Licensee all the built up structures shall automatically be transfer to DDA for which no payment shall be made nor any claim shall be entertained.
- (iii) Minimum reserve license fee payable for each structure shall be as given in schedule of scope of work at P-32.
- (iv) The tenderer shall submit Bank Guarantee equivalent to the amount of license fee payable by him for the period of five years which shall be released on the successful completion of the license period.
- (v) The payment for the license fee shall be deposited with the DDA in advance for the each quarter on or before the first day of the beginning of each quarter. The panel interest of 1% for each day of default in payment shall be levied for maximum period of 15 days. Non payment of the license fee thereafter shall entail the cancellation of the license agreement.

2.3 Validity of Offer

The tenderers shall keep their offer valid for acceptance by the Authority for a period of 120 days from the date of receipt of tenders. If the bidder withdraws his offer within the period of 120 days earnest money deposit paid by them shall be forfeited.

2.4 Right to Reject Tenders

Delhi Development Authority reserves the right to reject any / all Tenders without assigning any reasons.

2.5 Charges

2.5.1 Stamp Duty and other legal documentation charges to be borne by the licensee.

2.5.2 Charges for Electricity/water/sewer etc. to be arranged and borne by the Licensee.

2.5.3 Incidence of Property Tax as levied by the Municipal Authorities of Govt. of NCT of Delhi, is to be borne by the licensee, over and above the license fee. The property tax for the premises shall be fully reimbursed to DDA by the Licensee within one month from date of communication of demand by DDA to the Licensee. Any increase in the liability on account of change in the tax structure will also be borne by the licensee.

2.5.4 Other Statutory dues

All statutory dues and charges for the use and maintenance of the licensed premises will be borne by the licensee. If there is any default in payment of any statutory dues, the licensor will be entitled to revoke the License and recover such unpaid dues along with penalties/interest as imposed.

2.5.5 Staff

Licensee shall be responsible for employment of adequate staff to perform its obligations under the Agreement. Licensee shall be solely responsible for payment of all. Salaries, wages and dues, deductions, and statutory obligations in relation thereto. No employee shall or any purpose whatsoever be deemed to be employee of Delhi Development Authority at any time.

2.6 Signing the agreement

The successful tenderer shall pay 5% (refundable) amount as performance guarantee calculated on total accepted license fee, the same shall be released on successful completion of the licence period. This performance guarantee shall be deposited through Bank Guarantee from any Schedule Bank in favour of EE/SED-5/DDA, Sarita Vihar, new Delhi. The Performance Guarantee shall be forfeited in case the licensee failed to carry out the work as per terms and conditions of the agreement and/or non payment of license fee and other dues described in para 2.2, 2.5.3, 2.5.4 above and/or in the event of any breach of the Agreement by Licensee.

The intending licensee shall sign an agreement with the licensor (Executive Engineer Incharge) after conversion of the earnest money to security deposit and payment of 5% (refundable) as performance guarantee within seven days after award. The terms and conditions enumerated in these documents shall be deemed to be a part of the agreement.

2.7 Project Management

The site is offered on as is where is basis. The construction of the premises shall be carried out at the terms and conditions contained in the Agreement.

2.8 Encroachment

The intending licensee shall not encroach in any manner upon any adjoining premises, road, corridor, pathway or footpath or any part of the area beyond the licensed area.

2.9 Signages

The Ad-signages shall be allowed only on the location specified in the drawings provided in the Agreement. In case some changes are required the same shall be got approved from the DDA before execution.

2.10

The Licensee shall specify and intimate about the use of Kiosks/Shops. DDA reserve the right to reject any of the proposal and in event of that Licensee shall submit alternate proposal.

2.11 Time being essence of the Contract

The time prescribed for making payment of the license fee, and other charges, taxes, dues etc. is the essence of the contract. Any default on this account will made the licensee liable for action leading to termination of contract.

2.12 Indemnity

The intending licensee shall keep the Authority indemnified against any and all claims arising out of damage, which may be caused, to adjoining premises or other premises in consequence of the execution of work. DDA shall also be indemnified against all the payment whatsoever which during the progress of the work may become payable or to be demanded by any local authority, in respect of the licensed area.

The intending licensee shall indemnify Delhi Development Authority against all actions, suits, claims and demands brought or made against it in respect of any thing done or committed to be done by the Intending licensee in execution of, or in connection with, the work of the Agreement, and against any loss or damage to the Authority in consequence of any action or suit being brought against Authority for any thing done or committed to be done in the execution of this Agreement (Refer Format for Indemnity Bond).

2.13 Compliance with Statutory, Regulations

The licensee shall comply with all Statutory Provisions, Rules and Regulations, Bye Laws etc. in all respects, including paying all fees, taxes in accordance with the provisions of :

- i) Any Central or State Enactment, Ordinance or other Statute, or any regulation, or bye law of any local or other duly constituted authority in relation to the execution and completion of works and the remedying of any defects therein, and
- ii) The rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the implementation of the Project.

2.14 Right to the Property and its Transfer

The licensee shall have no vested interest in the land or the built up structure except during the period of Licence. The ownership of the site and the built up structure shall rest with DDA. The building of the structure by the licensee is a part of consideration for the agreement in favour of the licensee to operate and maintain and display of advertisement. The licensee shall not sublet, transfer, assign or create any third party right or interest of any kind on the licensed premises. Violation of this clause would be a ground for immediate termination of the agreement. All built up structures shall stand transferred to DDA after the Expiry of licence period free of cost.

During the license period any damage to the existing services and in the adjoining areas shall be made good by the licensee at his own cost.

2.15 Third Party advertisement agreement

DDA shall become the party to any agreement executed by the licensee with any third party for advertisement and allotment or other facilities to the extent that in case of default by the licensee in making payment of Licence fee to DDA, the DDA shall take payment directly from the third party.

2.16 Misrepresentation/Fraud/Breach of terms and conditions of the agreement.

If it is discovered at any point of time that the License of the premises has been obtained by suppression of any fact or mis-statement or misrepresentation or fraud or if there is any breach of the conditions of the License or violation of any of the terms of the License Deed, the license may be cancelled by the DDA. In such an event, licensee will not be entitled to any compensation whatsoever by claiming refund of licence fee, security deposit or, performance guarantee.

2.17 Right to Inspection

DDA or its authorized representatives or local authorities shall have the right to enter and inspect the licensed premises at all times.

2.18 Interpretation

If there is any doubt over the meaning of a word, or if there is a conflict between one clause and another, the decision of the DDA shall be final and binding on the licensee.

2.19 Resumption of Premises

In the event of the intending licensee committing a breach or failing to perform and observe the terms, conditions and stipulations of the Agreement, the DDA may terminate the license and resume the premises under the following circumstances:-

- In case of Misrepresentation or fraud of any kind in the tendering process about the firm/applicant
- In case the intending licensee does not proceed with the work with due diligence
- In case the licensee breaches any of the conditions of the License Agreement.
- In case the licensee/intending licensee surrenders the license before the expiry of the full license period.

- In case the licensee fails to pay the license fee within the prescribed time.
- In case the licensee fails to pay the property tax and all other statutory dues applicable.
- In case of non payment of operations and maintenance charges applicable.
- Making changes without prior approval of the DDA.
- Violation of statutory labour laws existing at the time of agreement and amended from time to time.
- In case, the licensee deprives access to representatives of the DDA, or other local/statutory authorities/bodies to enter/or to inspect the property:

In the event of cancellation of License on account of default/defaults described above the intending licensee, its agent, servants shall not be permitted to enter into the said premises. All materials, plants etc. bought by the Licensee and built up structure shall be taken over by DDA without making any payment.

2.20 Handing over premises on expiry of License period

i) After the completion of licence period, all the built up structures shall be vacated by the licensee within 7 days (i/c holidays) and obtain certificate in this regard.

ii) After the completion of licence period, all the advertisement shall be removed within 7 days (i/c. holidays) by the licensee otherwise DDA shall remove them at the cost of licensee and further for extended period the penalty amounting to Ten times the agreed license fee will be imposed on per day basis.

iii) The information centre will be manned by the licensee at his own cost under the guidance of DDA.

MANDATORY INFORMATION

1. Tenderer related Information

1. Name of applicant
2. Organizational Structure
3. Organization History
4. Name of Promoter
5. Name, address, telephone & fax no. of contact person
6. Registered office address
7. Corporate office address
8. Particulars of business activity engaged in
9. Share holding pattern (if already incorporated) of project executing entity.
10. Year of Incorporation
11. Enclosed as Annex-1
12. Registration Certificate
 - Copy of registration certificate of promoter (s) and project executing entity, if already incorporated.
 - Memorandum and Articles of Association of Promoter (s) and Project executing entity, if already incorporated.

2. Project related information

Statement and certificates giving details of project(s) developed/ implemented/managed/ operated by the promoter during the past 5 years (separate statements for each project).

Financial Information

- a) Project and actual project cost with the breakup for individual cost heads
- b) Concessions/Subsidies given by any government/any other development body.
- c) Details of liabilities (contingent or otherwise) and litigation arising due to the performance of the operation and maintenance role of the promoter.

TENDERING SCHEDULE

Submission of the Technical Tender (ENVELOPE-1)

The technical tender documents along with the enclosures mentioned therein and sealed duly shall be submitted together with the following:

Letter of Application as per Annexure I

The Technical Tender form as per Annexure II (along with enclosures mentioned therein) and tender papers issued by DDA.

Earnest Money Deposit of RS.5.00 lacs (Rupees Five Lacs only) for package sites shall be payable by demand draft/pay order, Demand Draft/Pay order shall be drawn in favour of Sr. A.O./CAU/SEZ/DDA, new Delhi. Cheque or cash will not be accepted. No offer will be accepted if it is not for the entire package and also if not accompanied by earnest money deposit. This advance deposit will be adjusted in the payment against the security and license fee payable to the Authority by the successful tenderer.

The tender document should have the stamp of the company/lead consortium partners and signed by the authorized signatory on every page. The envelope containing the technical bid shall be super scribed 'Technical Bid' a package deal to Build, operate and transfer 08 Nos. Facility Kiosk, 06 Nos. Advance Tower, 24 Nos Shop/Ad tower, 02 Nos. toilet, 01 No. Information Centre along with cleaning/washing of plaza flooring etc. at Nehru Place Distt. Centre.

Submission of Financial Tender (ENVELOP II)

A sealed envelope with 'ENVELOPE II' written on top containing the financial bid as per Annexure III. The document should have the stamp of

the company/lead consortium partners and signed by the authorized signatory on every page. The Financial Bid shall be placed in an envelope marked envelope II super scribed 'Financial Bid' for the Package deal to build operate and Transfer 08 Nos. Facility Kiosk, 06 Nos. Advance Tower, 24 Nos Shop/Ad tower, 02 Nos. toilet, 01 No. Information Centre along with cleaning/washing of plaza flooring etc. at Nehru Place Distt. Centre.

Lodgment of Tenders

ENVELOPE-I containing the TECHNICAL BID Form and another envelope marked "Earnest Money Deposit" and third envelope containing the 'FINANCIAL TENDER BID' Form shall be placed in a single large envelope super scribed as Package deal to built operate and transfer 08 Nos. Facility Kiosk, 06 Nos. Advance Tower, 24 Nos Shop/Ad tower, 02 Nos. toilet, 01 No. Information Centre along with cleaning/washing of plaza flooring etc. at Nehru Place Distt. Centre. The sealed envelope shall be addressed to the Executive Engineer, SED-5/DDA Sarita Vihar, New Delhi-44 and lodged upto between 11.00 A.M. to 3.00 P.M. in the Tender Box placed at the office of the Executive Engineer, SED-5/DDA, Sarita Vihar, New Delhi-110 044.

Tenders received by post shall not be entertained.

Opening of Bids and Evaluation of Tenders:

The technical Bids marked as ENVELOPE-1 (TECHNICAL BID) will be opened on..... At 3.30 PM in the office of the Executive Engineer, SED-5/DDA, Sarita Vihar, New Delhi-110 044 in the presence of the tenders who wish to remain present at that time.

The Technical Bids shall be evaluated by a Committee comprising of SE-CC-15/DDA Sr. Architect/DDA and EE/SED-5 and such officers as they may associate. Short-listing of the tenders shall be done on the basis of the evaluation of technical tender.

On the basis of the results of the technical evaluation, the financial tenders of the successful tenders would be opened on as per programme which shall be informed separately.

NOTE:

1. Canvassing in connection with the tenders is strictly prohibited and the tenders submitted by the tenderers who resort to canvassing shall be rejected summarily.
2. Bidders shall not add any new condition or delete any condition from the tender. The offer shall be submitted for the entire package in the form as it is. *Any conditional offer is liable to be rejected summarily.*

Acceptance of the offer

The Financial Tender Form in the envelope II of only those bidders, who have been found to be technically qualified under the Technical Tender, shall be opened by DDA. The technical qualification shall be at the sole discretion of DDA and the decision of DDA in this matter shall be final. Due weight-age would be given to the track record of the tenderer and the quality of the envisaged project.

The bidder found eligible by the Technical Evaluation Committee with the highest financial bid shall be issued a letter of intent within 2 weeks of the evaluation.

Evaluation

- (i) The screening criteria as indicated below will be applied to the tenderer whose application is found eligible.
- Composition of the company/Joint Venture/Composition Group of individuals and study of working arrangement amongst the constitution members and legal contracts to the effect.
 - Financial position of the tenderers
 - Sources and adequacy of finances of the tenderers.
 - Past experience of the lead part and its associates individually and jointly in putting up and operating public facilities.
- (ii) The financial bids submitted by the tenderers who qualify the technical screening as mentioned in (i) above.

CRITERIA FOR EVALUATION OF THE PERFORMANCE OF CONTRACTORS

Attributes		Evaluation		
A)	Financial strength – 40 Marks	i) 60% marks for minimum eligibility criteria		
	i) Average annual turnover 24 marks	ii) 100% marks for twice the minimum eligibility criteria or more		
	ii) Solvency Certificate –0 16 Marks	In between (i) and (ii) on pro-data basis.		
B)	Experience in similar class of works (30 marks)	i) 60% marks for minimum eligibility criteria		
		ii) 100% marks for twice the minimum eligibility criteria or more		
		In between (i) and (ii) on pro-data basis.		
C)	Performance on Works (30 marks)			
1.	Quality	(i)	Very good	30
		(ii)	Good	25
		(iii)	Fair	15
		(iv)	Poor	0

Format for Covering Letter

To,

The Executive Engineer
SED-5/DDA, Sarita Vihar
New Delhi-110044

Sub: Package deal to Build, operate and transfer 08 Nos. Facility Kiosk, 06 Nos. Advance Tower, 24 Nos Shop/Ad tower, 02 Nos. toilet, 01 No. Information Centre along with cleaning/washing of plaza flooring etc. at Nehru Place Distt. Centre.

Dear Sir,

1. In response to the letter from DDA in this regard issued (insert name) by DDA, I/we are pleased to submit our offer for participation in the above mentioned project.
2. DDA and its representatives are hereby authorized to conduct any inquiries or investigations or seek clarifications or verify any statements, documents and information submitted in connection with this application from the applicant with banks/financial institutions for which the applicant is ready to furnish a letter authorizing the same, if required by DDA.
3. I/we do hereby confirm that:

I/we have the necessary authority and approval to submit the proposal and the letter of application.

- The information/data submitted herewith are complete, true and correct.
- I/we continue to be eligible to submit the letter of application and there is no litigation/debarment, current or pending against us which, if adversely decided, shall have significant impact of our ability to participate in the project.
- I/we understand that I/we have accepted all the terms and conditions set out by DDA and we are willing to abide by them.

- I/we understand that DDA reserves the right to change, terminate, cancel or put on hold the process of selection of participants and execution of the proposed project.
 - I/we understand the DDA has the sole right to shortlist the parties on the basis of their analysis and evaluation. Mere receipt of the offer from DDA to us does not in any way give rise to any liability of DDA towards us.
 - I/we will abide by the decisions of DDA, in case of any dispute with respect to allotment, which shall be final and binding.
4. The following documents have been duly filled and submitted.
- Mandatory Information
 - Technical Bid
 - Financial Bid
 - Any other information
5. I/we have enclosed the Earnest Money Deposit vide a Bank Draft No. _____ dated _____ amounting to Rs.5,00,000/- drawn on _____ (name of Bank)
6. If my/our offer is accepted and I/we fail to pay the advance of license fee as per terms and conditions within 7 days from the date of issue of the acceptance of offer by DDA, the acceptance offer shall stand cancelled by DDA. Similarly, in the event of cancellation of offer or withdrawal or surrender of the license the entire security along with the first installment of the license fee paid till that date, shall be absolutely forfeited.
7. The following persons may be contacted for any information/ clarification relating to this project.

Name:

Address:

Tel. No.

8. A notice or letter of communication addressed to me/us at the address given in the tender, even by ordinary post will be deemed to be valid and proper notice of intimation to me/us.
9. I/we confirm that I have read and understood the rules and regulations regarding the license of the land, inspected the conditions of physical infrastructure available on the site, plans and specifications of land and offer my/our acceptance to execute the project as per the terms and conditions contained in this agreement.

Thanking you,

Kind Regards,

Authorized Signatory

(Insert Name, Designation and Seal)

Date :

Place:

Annexure "A"

FINANCIAL OFFER FOR A PACKAGE DEAL TO BUILD, OPERATE AND TRANSFER (03) NOS FACILITY KIOSKS (06) NOS. ADVERTISEMENT TOWER (6 NOS) SHOP/AD. TOWER (02 NOS) TOILETS AND (01 NO.) INFORMATION CENTRE ALONGWITH CLEANING OF PLAZA FLOORING ETC.AT NEHRU PLACE DISTT. CENTRE.

I/we/Sh/Smt/M/s.

_____ have read the terms and conditions of the tender documents and agree to abide by them. I/we offer to pay amount per month for 5 years (five years) as Licence fee for the above mentioned work as detailed below:

<u>S.No.</u>	<u>Description</u>	<u>Quantity</u>	<u>License Fee Per month</u>	<u>Total Per month</u>
1.	Facility Kiosks	08 Nos	Rs._____/ - each/month	Rs._____
2.	Advertisement Tower	06 Nos	Rs._____/ - each/month	Rs._____
3.	Shops/Advertisement Tower	24 Nos	Rs._____/ - each/month	Rs._____
4.	Information 6.Centre	01 No.	Rs._____/ - each/month	Rs._____
5.	Toilets	02 Nos	Rs._____/ - each/month	Rs._____

TOTAL Rs.

Note: * Licence fee shall be quoted in figures and words. In case of difference in rates/amount quoted, the maximum of the two amount shall be considered as quoted amount.

(Authorised Signatory)

(Date)

(Name)

(Address)

(Place)

(Seal)

DECLARATION

I/We declare that I/we have read and understood the above terms and conditions for the allotment of site for construction of DDA's offers in respect of Package deal to build, operate and transfer (08) Nos facility Kiosks (06) Nos. Advertisement Tower (24 Nos) Shop/AD. Towers, Toilets (2 Nos), 1 No. Information Centre along with Cleaning of Plaza Flooring etc. at Nehru Place Distt. Centre on BOT basis as mentioned in the Tender Documents against advertisement right and in token of acceptance of the same, have initialed at each page. I/we undertake to abide by the said terms and conditions. I/we are major on the date of making this declaration. I/we further declare that I/we am/are bound to clear the outstanding dues, if any, during the licence period.

Signature of the Bidder/Licensee
His/their authorised representative

Date:

WITNESS:

(SEAL)

1. _____

Address: _____

2.

**OFFICE OF THE EXECUTIVE ENGINEER
SED-5, DDA, SARITA VIHAR, NEW DELHI**

SUBJECT: A PACKAGE DEAL TO BUILD, OPERATE AND TRANSFER 08 NOS FACILITY KIOSKS, 06 NOS. ADVERTISEMENT TOWER, 24 NOS SHOP/AD. TOWER AND 01 NO. INFORMATION CENTRE, 02 NO. TOILETS ALONGWITH CLEANING OF PLAZA FLOORING ETC. AT NEHRU PLACE DISTT. CENTRE

D.D.A proposes to construct the above said structure with the involvement of licensees on Build Operate and transfer basis. The intending licensee shall have to apply to DDA for leasing of site subject to the terms and conditions set out by DDA.

TERMS & CONDITIONS:

The terms and conditions of the agreement would be as follows:

1. The DDA shall provide land to the bidder suitable to the requirement of the Structure as per conceptional approved plan. The title of the land will continue to rest with the DDA.
2. The bidder/licensee shall carryout and maintain the sweeping and cleaning of the entire plaza area to the satisfaction of DDA. The cleaning moping will be done regularly on the Plaza Area as described in the drawing attached, and ensure continuous serviceability. The bidder/licensee shall ensure that the requisite cleaning equipment and quantity of cleansing material such as water, broom, poucha etc are used to ensure that the complex looks clean and free from foul smell. In case of default a fine upto Rs.5000/- per day can be imposed.
3. Notwithstanding anything else, the licensee shall not have any right or interest in the land or in the permanent fixtures, building etc. The construction of the structures is a part of the consideration for obtaining the license.

4. In case the license is terminated or not renewed, the licensee will not raise any objection that because there exists a permanent structure on the land, the license has become irrevocable.
5. The tenderer/licensee shall ensure that each Structure displays a signage of DDA logo.
6. The tenderer/licensee shall arrange facility of electricity, water, sewerage and other such amenities as required for effective use of complex. DDA will assist for co-ordinating and facilitating such amenities from the concerned agencies to the licensee.
7. The tenderer/licensee shall not display or exhibit any picture/poster/statue or other articles on any part of the premises that are against the general standards of morality, Social harmony and liberty of the individual and of the institution. The advertisement and display of political nature shall also not be permitted. The bidder/licensee expressly agrees that the decision of the DDA in this regard shall be conclusive, final and binding on the bidder/licensee.
8. The tenderer/licensee shall ensure that no part of the complex is used for any activity/purpose other than that for which it is allowed under the Agreement for operation, maintenance and display of advertisement.
9. The tenderer/licensee shall also pay advertisement tax to the concerned authority.
10. Disputes, if any, arising during the period of this agreement between DDA and the tenderer/licensee shall be referred to the sole arbitrator nominated by Engineer Member, DDA. (The fact that the person so nominated can also be an employee of DDA shall not be a bar on his acting as an Arbitrator). The decision of the Sole Arbitrator so appointed shall be final and binding on both the parties. The venue of Arbitration shall be at Delhi. The Courts in Delhi shall have exclusive jurisdiction, to the exclusion of all other Courts.
11. The tenderer/licensee or its employees or agents shall behave and deal with courtesy with the users of the these Structures.

12. The tenderer/licensee will not use or allow any person to use the structures for residential purpose and not keep any animal/motor vehicle or storage of any kind, in or around the complex other than the articles required for the maintenance of the premises and Security.
13. No remission in the licence fee will be allowed under any circumstances.
14. The tenderer/licensee shall ensure that service of water supply, sewerage, drainage, electricity, telephone etc. in the vicinity encountered during the period of construction/ running/ maintenance of the complex are not damaged. In case these are required to be shifted, the same be got done from the concerned department at the cost of the tenderer/licensee.
15. After completion of each facility, the bidder/licensee shall provide 3 sets of completion plans including plans of various services provided therein, i.e. electricity, water supply, sewerage, drainage etc. including covered area, advertisement area along with inventory of various fittings and fixtures.
16. For illumination of the advertisements no generator set will be allowed and getting electric connection from BSES etc. shall exclusively be the responsibility of the firm. The Electric connection is to be taken in the name of the firm. The firm shall make payment of all the dues to Delhi BSES etc. Due to this facility the licence will have no right on the structures constructed by him for providing facilities.
17. The location of Structure /facilities to be provided can be changed by DDA as per site conditions.
18. On the expiry of licence period, the agency for whom the licensee will display the advertisement shall have no claim of any kind with DDA.
19. The tenderer/Licensee shall keep all the area under the said contract free from posters/defacement at the all structures.

20. Tenderer/Licensee shall ensure that all the workers shall be in proper uniform.
21. All the planter/green area within the designated work site shall also be maintained by the tenderer/licensee by keeping these area clean, watering the plants, putting manure etc.
22. Tenderer/Licensee shall also make necessary ramp for handicap persons in all the BOT structures.

CONDITIONS FOR SWEEPING & CLEANING

1. The tenderer/licensee shall execute the work of sweeping and cleaning of all plaza area as marked in drawing regularly from 6.00 am onwards and completed upto 9 a.m.
2. If tenderer/licensee fails to execute the work in full or part on any particular day, the penalty upto Rs.5,000/- (Rupees Five thousand only) per day can be levied on the tenderer/licensee.
3. The Licensee shall make all arrangements for sweeping and cleaning i/c all kinds of Tools and equipment i.e. brooms, basket (Tokri), wheel Barrows hand carts, spades, Labour etc., at their own costs.
4. The garbage collected from the site shall be disposed off daily to the approved dalao/Dustbins.
5. The tenderer/licensee shall maintain all the areas marked in the drawing, neat & clean, throughout the day of employing regular staff. All the areas to be swept/cleaned wherever required and the garbage/sweep to be deposited in authorized dustbin/ dumping ground. The area should look presentable throughout the day.
6. All the plazas shall have to be washed by the agency at least on every Sunday to clean all the floors of any spots, pan masala etc. The floor shall also be washed, on any working day wherever required due to excessive spotting, spoiling.
7. All the S.W. gully gratings etc. shall be cleaned and maintained by the tenderer/licensee at all times. SW Drains shall also be cleaned and maintained by the tenderer/licensee.
8. Open staircases in the plaza (28 Nos.), G.F., Varanda/ circulation area shall be cleaned and mopped every day.
9. The tenderer/licensee shall also provide details of workers employed for the purpose. At no time the work shall suffer due to shortage of staff/workers.

10. The tenderer/licensee shall prominently display the position of men on duty at any given time with complete details of the area where employed.
11. All the tolls/plants/detergents required in the work should be arranged by the agency at their cost.
12. The agency shall display a minimum strength as per requirement but not less than 15 sweeper and two Supervisor at the site for proper upkeep/cleanliness of the plaza.
13. The area is also required to be mopped regularly.

SCOPE OF WORK

<u>S.No.</u>	<u>Description</u>	<u>Quantity</u>	<u>License Fee Per month</u>
1.	Facility Kiosks	08 Nos	Rs.58000/- each
2.	Advertisement Tower	06 Nos	Rs.13000/- each
3.	Shops/Advertisement Tower	24 Nos	Rs.29000/- each
4.	Information Centre	01 No.	Rs.42000/- each
5.	Toilets	02 Nos	Rs.22000/- each
5.	Cleaning of Plaza Flooring	24000 Sq.m.	

EE/SED-5/DDA

SPECIFICATIONS/CONDITIONS

A) FACILITY KIOSK:

- 1) All doors to be glazed with 8 mm ,thick clear toughened glass.
- 2) No wet areas to be allowed.
- 3) Dustbins to be provided within the shops/spaces.
- 4) 10 mm thick vitrified tile flooring of size 300x300 mm with 3 mm thick grout as per approved shade to be provided.
- 5) Counter top 20 mm thick with mirror polished granite stone (black)
- 6) Back lit advertisement:
 - (a) Panel as per approved location.
 - (b) Aluminum panel of 0.5 mm thick powder coated with bracket lights.
- 7) Roofing :- 0.5 mm thick insulated sheet roofing as per approved design.

B) ADVERTISEMENT TOWER:

- 1) Exposed mild steel (M.S) members to be powder coated as per CPWD specifications with minimum DFT of _____ micron as per the approved shade.
- 2) Profiled aluminum sections as manufactured by Jindal Aluminum or as per approved sample to be used.
- 3) Electronic ballast shall be utilized for back lit panel.
- 4) The other details as shown on the drawing A -107 AR.
- 5) Suitable lights shall be provided on the top of structures.

C) SHOP/ADVERTISEMENT TOWER:

- 1) Structural composite laminated wall of approved colour/aluminum CO bond.
- 2) 600 mm wide counter all-round in 20 mm thick mirror polished granite stone.
- 3) Advertisement display in circular facia with trans light (poly carbonate/milky acrylic).
- 4) The other over head tank to be either of PVC or stainless steel.

D) INFORMATION CENTRE:

- 1) The roofing shall be of manglore tiles as per approved colour or metal sheet on tabular structure as per design.
- 2) The pillar shall be either of RCC or steel column.
- 3) The site panel shall be of granite grading.

NOTE: Any changes in specifications for betterment of facilities to be provided shall be carried out by the tenderer/licensee with the approval/concurrence of the Senior Architect, South Zone, DDA.

JE/SED-5

AE/SED-5

EE/SED-5

AE/CC-15

EE(P)/C-15

SE/CC-15

AE(P)(CEZ)

EE(P) (SEZ)

SE(P)-VI/SEZ

CE(SEZ)

