

भोपाल स्मारक अस्पताल एवं अनुसंधान केन्द्र
BHOPAL MEMORIAL HOSPITAL & RESEARCH CENTRE
(स्वास्थ्य अनुसंधान विभाग, स्वास्थ्य एवं परिवार कल्याण मंत्रालय, भारत सरकार)

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निविदा विज्ञापित

विषय :- निदेशक बी.एम.एच.आर.सी. भोपाल द्वारा निम्नांकित विषय हेतु अनुबंध के लिए निविदाओं आमंत्रित की जाती हैं।

| क्रम क्र नाम एवं निविदा नं. | बरोहर राशि | निविदा दस्तावेज प्राप्त करने हेतु तिथियाँ | निविदा जमा करने की अंतिम तिथि एवं समय | निविदा खुलने की तिथि एवं समय |
|---|------------|---|---------------------------------------|---------------------------------|
| (1) | (2) | (3) | (4) | (5) |
| बी.एम.एच.आर.सी. में स्थापित वाहन पार्किंग सेवा के अनुबंध हेतु। टेन्डर क्र :- बी.एम.एच.आर.सी./टेन्डर/ईएस/डिस्कल पार्किंग सर्विसेस/2016-17/011 | 5,000/- | दिनांक 30/08/2016 से 19/09/2016 | 20/09/2016 को अपराह्न 02:00 बजे तक | 20/09/2016 को अपराह्न 03:30 बजे |
| <p>निविदा प्रपत्र बी.एम.एच.आर.सी. के अभिवाचिकी सेवाएं विभाग से निर्धारित राशि 500/- प्रति निविदा हेतु जमाकर प्राप्त किये जा सकते हैं। निविदा प्रपत्र बी.एम.एच.आर.सी. की वेबसाइट से भी डाउन लोड किये जा सकते हैं। डाउन लोड निविदा प्रपत्र के साथ डायरेक्टर बी.एम.एच.आर.सी. के पक्ष में भोपाल में देय निर्धारित निविदा राशि का डिमांड ड्राफ्ट अथवा बैंक चेक बरोहर राशि के साथ जमा करना अनिवार्य है अन्यथा निविदा प्रपत्र मान्य नहीं होगा।</p> <p>डायरेक्टर, बी.एम.एच.आर.सी. द्वारा किसी भी निविदा को बिना किसी पूर्व सूचना दिए निरस्त करने का अधिकार है।</p> <p>नोट: समस्त संशोधित सूचनाएं सिर्फ बी.एम.एच.आर.सी. की वेबसाइट पर दी जाएगी अतः निविदा प्रपत्र संबंधी विस्तृत जानकारी के लिए बी.एम.एच.आर.सी. की दी गई विभागीय वेबसाइट www.bmhrc.org पर संपर्क करें।</p> <p style="text-align: right;">निदेशक प्रभारी, बी.एम.एच.आर.सी., भोपाल</p> | | | | |

BHOPAL MEMORIAL HOSPITAL & RESEARCH CENTRE
UNDER DEPARTMENT OF HEALTH RESEARCH, MINISTRY OF HEALTH & FAMILY WELFARE,
GOVERNMENT OF INDIA

Raisen Bye Pass Road, Bhopal – 462038 (M.P.)
Phones :- + 91 755 2742212 – 16, Fax :- + 91 755 2748309
Website : www.bmhrc.org

TENDER DOCUMENT

**TENDER FORM FOR VEHICLE PARKING SERVICES
CONTRACT AT DESIGNATED PARKING SPACES OF
BMHRC, BHOPAL**

Tender No : BMHRC/Tender/ES/Vehicle Parking Services/2016-17/011

LAST DATE & TIME

| | |
|--|---|
| SALE OF TENDER DOCUMENT | : 30-08-2016 to 19-09-2016 |
| BID SUBMISSION (LAST DATE & TIME) | : 20-09-2016 upto 14:00 hrs. |
| BID OPENING | : 20-09-2016 on 15:30 hrs. |
| TENDER DOCUMENT PRICE | : Rs. 500/- (Rs. Five Hundred Only) |

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INDEX

| S. No. | PARTICULARS | PAGE NOS. |
|---------------|--|------------------|
| 1 | TENDER NOTICE (NIT) | 1 |
| 2 | Eligibility criteria | 2 |
| 3 | Scope of Works | 3-4 |
| 4 | Instructions to Tenderers | 5-6 |
| 5 | General Conditions of Contract (GCC) | 7-11 |
| 6 | Special Conditions of Contract (SCC) | 12 |
| 7 | Schedule of Vehicle Parking Area (Annexure - A) | 13 |
| 8 | Declaration (Annexure - B) | 14 |
| 9 | Details of the work experience (Annexure - C) | 15 |
| 10 | Checklist (Annexure - D) | 16 |
| 11 | Contract Agreements form (Annexure - E) | 17 |
| 12 | Financial Bid (Annexure - F) | 18 |

I.

NOTICE INVITING TENDER

Sealed Tenders are invited by Bhopal Memorial Hospital & Research Centre (BMHRC), Bhopal as per terms and conditions stipulated in the Tender document for '**VEHICLE PARKING SERVICES CONTRACT AT DESIGNATED PARKING SPACES**' at BMHRC, Bhopal.

ELIGIBILITY OF TENDERER:

Tenderer should have at least 3 (three) years experience of having satisfactory completed similar works (similar works means management of Parking stand of Institutes of Central Govt./State Govt/ Dept's, Public Sector Undertakings, Railways, Municipal Corporations, Autonomous Bodies, Large Industrial/Educational Campus, Hospitals).

The Tender document may be obtained from BMHRC, Bhopal against submission of cash/ bank draft **Rs. 500/-** (Non refundable) of any commercial bank in the name of the DIRECTOR, BMHRC, payable at Bhopal.

The Tender document may also be downloaded from the official website of BMHRC, Bhopal, www.bmhrc.org and Tender document charges should be sent in the form of bank draft of **Rs. 500/-** (Non refundable) of any commercial bank in the name of the DIRECTOR, BMHRC, Bhopal payable at Bhopal, along with Earnest Money Deposit (EMD) of **Rs. 5000/-** in the form of DD in favor of Director BMHRC payable at Bhopal otherwise application shall not be considered. The Tender document/ form are not transferable.

Tender document may be obtained with effect from **30-08-2016 to 19-09-2016**. The Tender with particulars and enclosures must reach the Director, BMHRC, Bhopal up to **14:00 hrs.** on **20-09-2016**. The Tender would be opened on **20-09-2016 at 15:30 hrs.** The Tenderers or their authorized representatives, if so desire, may attend the opening of the tender in the Conference Room, Administrative Block of the institute on the date and time mentioned above. Institute shall not be responsible for any postal delay. In case the date for opening of the tender is declared a holiday the tender will be opened on the next working day at the same place and time. Tender received after the last date and time will be rejected.

Tender not accompanied by documentary proof of the adequate experience and EMD shall be summarily rejected.

The Director, BMHRC, Bhopal reserves the right to accept or reject any or all the tender without assigning any reason thereof.

Note :- All subsequent corrigendum/amendment shall be published only on website and not in press. Hence, Tenderers are advised to always be in touch with our said website until the Tender is finally opened.

Director Incharge

II. ELIGIBILITY CRITERIA

- A) Experience of having satisfactorily completed similar works during last 3 (three) years (similar works means management of parking stand of Institutes of Central Govt./State Govt/ Dept's, Public Sector Undertakings, Railways, Municipal Corporations, Autonomous Bodies, Large Industrial/Educational Campus, Hospitals).
- B) Following documents are required for Technical Qualification of Bids.
- i) Registration of Firms.
 - ii) Self Attested copy of PAN Card.
 - iii) ESI Registration Certificate Copy if available, however after award of contract the submission of same is essential (in case contractor is not having ESI Registration an undertaking is to be submitted on behalf of contractor that the agency will submit the same **within 30 days**).
 - iv) EPF Registration Certificate Copy if available, however after award of contract the submission of same is essential (in case contractor is not having EPF Registration an undertaking is to be submitted on behalf of contractor that the agency will submit the same **within 30 days**).
 - v) Declaration of agency on its letterhead that it has never been blacklisted.
 - vi) The Tenderer should enclose declaration on its letterhead that there is no ongoing police case / vigilance inquiry against the Tenderer or / and its Partners / Directors of the company and he / she has never been convicted or punished by any Honorable Court of Law.
 - vii) Credentials of similar nature of works executed as per **Annexure – C**.

All tenderers are requested to read the tender document carefully as the terms and conditions, including the procedures to fill the tender form and tender assessment criteria are slightly different from the routine tenders.

The Director, BMHRC reserves the right to amend any of the terms and conditions mentioned hereunder and in such a situation the tenderer shall be given sufficient time to take the changes into account. However, no relaxation will be given as far as statutory requirements are concerned.

III. SCOPE OF WORKS

To provide **round the clock** Vehicle Parking Services at BMHRC specified Parking Location mentioned in **Annexure - A** & as per the approved Parking charges schedule of BMHRC, terms & conditions of tender, and against the payment of monthly license fee to BMHRC.

SCHEDULE OF VEHICLE PARKING CHARGES

The contractor shall be entitled to charge the Vehicle Parking Charges only according to the schedule of rates which are as under.

| Sl. No | Type of Vehicle | Up to 12 hours, vehicle charges (in Rs.) | More than 12 hours & upto 24 hours, vehicle charges (in Rs.) |
|--------|--|--|--|
| 1 | Cars / Taxis (Four wheelers) | 10/- | 20/- |
| 2 | Scooter / Motor Cycle | 5/- | 10/- |
| 3 | Auto Rickshaws (three wheelers) | 5/- | 10/- |
| 4 | Cycle | 2/- | 3/- |
| 5 | Any type of vehicle belonging to BMHRC Staff & contractually deployed manpower | Nil (Free Parking) | Nil (Free Parking) |

Weekly / Monthly vehicle parking pass charges schedule : Only for Admitted Patient and their Relatives restricted to One Vehicle No. against the Admitted Patient ID (Contractor has to issue the weekly / monthly vehicle parking pass on below mentioned schedule of rates after due verification of Patient ID's and vehicle registration nos., the passes issued by the contractor are to be counter signed by BMHRC Security Officer)

| Sl. No | Type of Vehicle | One Week vehicle charges (in Rs.) | Monthly vehicle charges (in Rs.) |
|--------|------------------------------|-----------------------------------|----------------------------------|
| 1 | Cars / Taxis (Four wheelers) | 50/- | 200/- |
| 2 | Scooter / Motor Cycle | 25/- | 100/- |
| 3 | Cycle | 5/- | 20/- |

The contractor will suitably compensate the vehicle owner in case of theft of vehicle from the parking area as mentioned in schedule of Annexure – A. He will reasonably compensate the loss to vehicle owner, in case of any consequent damage to the vehicle in course of parking. Further the contractor will compensate to the owner of vehicle in making good the loss due to damage.

In case of any vehicle lying in the parking space unclaimed by more than two days, the matter shall be reported to Security Officer BMHRC for further legal proceedings

PENALTIES:

The penalties will be imposed on violation of terms and conditions of tender as per the list given below:

| S.N. | Description of Irregularities | penalty |
|------|--|---|
| 1 | Satff not in uniform /without ID Card | Rs.200.00 / per instance |
| | Un-clean premises and improper housekeeping | |
| | Vehicles not parked in orderly manner | |
| | Area for vehicle movement not left | |
| 2 | Use of unapproved parking slips | Rs.500.00 / per instance |
| | Mis behaviour by parking staff | |
| | Non-availability of staff during night parking (Where ever applicable) | |
| 3 | Over charging | 5% of contract monthly fee / per instance |
| | Encroachment | |
| | Recurring irregularities given at Sl. No. 1 & 2 | |
| 4 | Use of parking space for other than parking purposes | 10% of contract monthly fee / per instance |
| | Criminal activity in parking area | |

The amount of penalty given above is tentative and may vary depending upon the magnitude of irregularity observed. After repeated violations and no improvement in the situation on ground, BMHRC reserves the right to cancel the contract.

In case of any act or acts by the contractor which may be deemed criminal to be decided solely by the authorised representative of BMHRC.

IV. INSTRUCTIONS TO TENDERERS

Eligible agencies are advised to visit the Hospital site to get the on site assessment of the work on any working day between **9:00 am to 5:00 pm** and on Saturday from **9:00 am to 2:00 pm** by taking permission from the Dy Director (Engg Services), BMHRC, Bhopal.

1. The Tenders are to be submitted as per two bid system i.e.- **Technical Bid and Financial Bid**. The technical bid should contain the papers to fulfill all the eligibility criteria, certificate of experience, satisfactory performance certificate, undertakings as per instructions. Financial Bid should contain the rates quoted for the monthly license fee payable to BMHRC against the Vehicle Parking Services to be provided as per instructions given in the tender document. Both the bids should be submitted in two separate sealed envelopes super scribed as "Technical Bid for vehicle parking services" and "Financial Bid for vehicle parking services". Both sealed envelopes should be put in a third sealed envelope and should be superscribed "**Tender for Vehicle Parking Services Contract at BMHRC**". Sealed tenders **are** to be addressed to the Director, BMHRC, Bhopal. The completely filled Tender should be dropped in the tender box kept in the office of the Dy Director (Engg Services) by the stipulated date and time. No tender submitted or received after the closing date and time will be considered.

2. The declaration in the prescribed proforma (**Annexure -B**) should be submitted along with the Technical Bid.

3. The Technical Bid should be accompanied by an Earnest Money Deposit (EMD) of **Rs. 5000/- (Rs. Five Thousand)** in the form of Demand Draft from any commercial bank drawn in favor of **Director BMHRC** payable at Bhopal. As well as the bidder should enclose DD of **Rs. 500/-** for the tender document cost if downloaded from BMHRC website or cash receipt of **Rs.500/-** submitted to BMHRC Accounts Department for the tender documents charges. The tender document cost is Non refundable. In the absence of EMD & Money receipt for Tender document the tender shall be summarily rejected. The earnest money shall be refunded to the unsuccessful tenderer after finalization of the contract. It shall be refunded to the successful tenderer on receipt of the performance security deposit. No interest is payable on the EMD.

4. All entries in the tender form should be legible and filled clearly. Any overwriting or cutting which is unavoidable shall be signed by the authorized signatory.

5. The offer shall be valid for **180 days** from the date of opening.

6. The tenderer shall quote for all works failing which the bid shall be considered non responsive.

7. Tender incomplete in any form will be rejected outright. Conditional tenders will also be rejected outright.

8. The closing date and time for receipt of tenders will be **20-09-2016 at 14:00 hrs.**

9. The tender shall be opened at **15:30 hrs., on 20-09-2016 at** conference hall in BMHRC, Bhopal in the presence of the authorized representative of the tenderer, who wish to be present at that time.

All the Technical Bid will be scrutinized, by the evaluation committee constituted by the Director to check all relevant documents for their authenticity and the Tenderer whose Technical tenders are accepted will be informed about the date and time for opening the Financial Bids.

10. No Tenderer will be allowed to withdraw after submission of the tenders within the bid validity period otherwise the EMD submitted by the tendering firm would stand Forfeited.
11. In case the successful Tenderer declines the offer of contract, for whatsoever reason(s), his EMD will be forfeited.
12. A formal contract shall be entered into with the successful tenderer. In this contract, the successful tenderer shall be defined as contractor.
13. The successful tenderer will have to deposit a Security Deposit of **Rs. 50,000/- (Rs. Fifty Thousand) in the form of Bankers cheque / Bank Draft drawn in favor of Director, BMHRC, payable at Bhopal within 15 days from the issue of letter of Intent. Failure in depositing Security deposit contract will be cancelled. No interest is payable on the amount of Security deposit. It will be returned after 3 months on completion of the contract period.**
14. Each page of the tender documents and papers submitted along with, should be **numbered signed and stamped** by the authorized signatory in acceptance of the terms and conditions laid down by the BMHRC, Bhopal.
15. The competent authority of BMHRC reserves the right to amend any of the terms and conditions mentioned in the tender document if it is felt necessary in the interest of the Hospital.
16. The competent authority of BMHRC reserves the right to reject all or any tender in whole, or in part, without assigning and reason(s) thereof.
17. The Contractor may be permitted to install Cameras or any other temporary structure in connection with safety & security reasons for monitoring of parked vehicles, but for this purpose separate electric meters would be installed and power consumption on this account would be payable to BMHRC by the contractor.

V. General conditions of contract (GCC)

1. That the contractor shall keep and maintain the parking area and the site around the 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 contract and shall not in any manner damage the wall, floor or other structures of the Hospital or structures in the parking area, nor cause any kind of obstruction to the user of the hospital in any manner whatsoever.
2. That the contractor shall charge such rates as mentioned in the tender document and shall exhibit the schedule of rate at a specified place in the premises.
3. That the contractor shall maintain the parking site in a clean and hygienic condition and shall conform to the rules, regulations or by laws made in this regards by the municipal / civic / BMC authorities concerned.
4. That the Contractor shall arrange his business in such a manner that he shall be in a position to cater to the needs of the commuters / visitors.
5. That the contractor shall place and continue to keep in the aforesaid premises all necessary equipments and shall not remove any item from the site of parking thereof without prior approval of the employer.
6. That the contractor 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 employer in this regard shall be conclusive and binding on the contractor and shall not be a subject matter of dispute.
7. That the contractor shall not display or exhibit any advertisements in parking premises / put up hoarding on any part of the interior or exterior.
8. That the contractor shall have no right, title or interest in the premises allotted to him nor shall he, be deemed to have exclusive possession thereof, except the permission to use the said site for the currency of this contract. Further, BMHRC 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.
9. That the contractor shall not be entitled to allow any other person to use the premises in his possession or to use any part thereof. In the event of the death of the contractor or the contractor becoming insolvent, or dissolved if it is a partnership firm prior to the expiry of the period fixed hereinafter "the contract" be continued with the legal heir/successor till award of contract to successful agency selected in tender process.

However with the express approval of the employer the legal heirs or representatives may be permitted after discharging any liability that the contractor may have incurred, remove the goods and other equipment that may be found at the specified premises. But in case, the goods are not claimed by the legal heirs/ representatives within four weeks of the demise of the contractor, the employer may by public auction dispose off the same.

- 10.** That the contractor shall cater to the needs of Vehicle Parking Services of the commuters & the visitors to the hospital 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 contract.
- 11.** That the contractor shall maintain the free parking spaces specified in the tender documents for BMHRC employees.
- 12.** The contractor confirms full understanding and comprehension that notwithstanding anything else mentioned in this document, BMHRC has the right to terminate this Contract agreement as and when it requires the said parking space/s for its own programmes whatsoever, by giving one month's notice thereof. The contractor voluntarily and unequivocally agrees to peacefully vacate the parking site as and when called upon by BMHRC without demur. The contractor 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 BMHRC for its own use/ cancellation due to any other cause, including breach of terms and conditions of this agreement.
- 13.** If the contractor is desirous of terminating the contract hereby created before the expiry of the period of the contract, it shall give to BMHRC, three months notice in writing of its intention to terminate the contract .
- 14.** That the contractor shall abide by all rules and regulations, orders and instructions that the employer may from time to time make or adopt or issue for the care, protection and administration of the hospital parking site and the general welfare and comfort of BMHRC employees and other connected persons.
- 15.** That the BMHRC shall not be responsible for the safety of any material or articles belonging to the contractor and also shall not be liable for any charge or injury to the property of the contractor lying at any time in / on / upon or around the said parking area from any cause whatsoever. Contractor 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, from the commuters/users of the parking. In any case, BMHRC will not be responsible for any damage/theft of vehicles in parking.
- 16.** That the overall control of the parking site and supervision of the parking area shall remain vested with the CONTRACTOR, whose supervisors or authorized representative shall have access to at all hours to the said premises or any part thereof.
- 17.** That on the expiry of the period of contract or on determination or revocation of the contract under the terms and conditions hereof, any belonging of the contractor found in such parking site shall be liable to be sold through public auctions unless claimed within a fortnight of the expiry of the period of contract or determination or revocation of the contract as the case may be. The employer shall be entitled to appropriate out of the proceeds of such sale the amount due to the employer from the contractor.

18. That the employer shall have the right to terminate the contract after giving **one month's** notice without assigning any reason thereof. The employer 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.

19. **Force Majeure conditions:**

- i) Natural phenomena, including but not limited to abnormally bad weather, unprecedented flood and draught, earthquakes & epidemics.
- ii) Political upheaval, Civil commotion, strikes, lockouts acts of any Govt. (Domestic/foreign) including but not limited to war, proprieties, quarantine embargoes.
- iii) In the event of delay due to Force Majeure for more than one month the contract may be terminated at the discretion of the BMHRC. Termination under such circumstances will be without any liability on either side.
 - Serious loss or damage by fire.
 - Any other causes which, at the sole discretion of BMHRC, is beyond the control of the contractor's.

20. **ARBITRATION :**

- a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Director BMHRC.
- b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding" s shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceedings and currency of contract, the Contractor shall not be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Bhopal.

21. **JURISDICTION :**

This contract shall be deemed to have been concluded at Bhopal for all purposes and therefore only courts of Bhopal shall be having jurisdiction for the purpose of any adjudication where some dispute / obligation remain unsolved despite arbitration.

22. That nothing herein contained shall be construed as conferring upon the contractor any right, title or interest in respect of or over, in or upon the demised premises and the property of the employer. That the dealing of the contractor / 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 BMHRC or its employees.

23. That the contractor shall allow BMHRC authorized representatives 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 employer 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.

24. That the contractor shall be responsible for all the damages or loss of the property due to reasons for which he or his employees are directly responsible and shall be liable to make good any loss or damage that may be sustained by the employer 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 employer in regard to the extent and quantum of compensation if any to be paid shall be binding upon the contractor.

25. That the premises allotted shall not be used for residential purpose or for a purpose other than for which it is allowed. The contractor shall not be permitted to utilize the premises or to carry on any other trade along with the authorized business during the period of his contract.

26. That the contractor shall not keep any animal or convenience in or outside the premises.

27. That the employees of the contractor are and shall under no circumstances be construed as employees of BMHRC, and the contract indemnifies BMHRC against any claims whatsoever against claims made by contractor employees.

28. That in case any theft or damage to property/vehicle or equipment or any other item in the charge of the contractor in the course of conduct of his business, the contractor indemnifies BMHRC against any claims, compensation or damages whatsoever.

29. That in case any amount becomes due against the CONTRACTOR in respect of any matter covered under the contract, and contractor failed to pay the same within prescribed time limit it will be recovered as Arrears alongwith 12% interest for the period of delay.

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

31. That all or any of the powers vested in the contract 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 BMHRC and the CONTRACTOR shall have no objection whatsoever in this respect.

32. To comply with any systemic improvements as directed by BMHRC.

33. DURATION OF CONTRACT

a) The contract shall initially be valid for a period of **Two Years**, the contract period may be extended for any further period(s) of 1 year after expiry of the above stipulated period on mutually agreed basis. In case contract lasts for full stipulated time as above and no notice of termination has been served by either party, the contract shall be deemed to be continuing till it is formally renewed or terminated by the parties to the contract.

b) BMHRC by reasons whatsoever and of which the BMHRC shall be the sole judge and may terminate this contract by giving notice of **01 month** and the contractor and his staff shall vacate the site on the expiry of such notice.

c) Notice period by the contractor during execution of contract will be **03 months** on/after confirmation.

34. PAYMENT TERMS

a) The contractor shall pay the monthly license fee to BMHRC in advance by 10th of each month.

b) The contractor shall charge for vehicle parking only as per the schedule of parking charges as per the schedule of rates mentioned in scope of work of the tender documents. During the currency of contract, the contractor shall not have any right to revise the rates without the written consent of BMHRC.

c) In case of Cheque bounce or non payment of monthly license fee on stipulated time penalties will be imposed on the contractor as per Schedule of penalties mentioned in the tender document alongwith 12% interest for the late payment if any.

d) Contractor 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.

e) The wages paid by the contractor to its workers should be in compliance with the minimum wages declared by the Central Government subject to revision.

f) The Contractor shall deposit interest free security deposit of **Rs. 50,000/- (Rs. Fifty Thousand Only)** within **15 days** from date of taking over which shall remain with BMHRC till the final conclusion of contract. In case of any default by the contractor, the BMHRC will forfeit the security deposit and also can claim damages for each default or loss incurred due to the negligence of the contractor.

35. STAUTORY OBLIGATIONS

a) Agency shall be responsible for submission of various returns and obligations under the various labour laws and furnish one copy of such records to BMHRC for scrutiny, if desired.

b) Any changes in the constitution of the ownership of the agency shall not be effected without the written approval of the BMHRC. Agency and their legal heirs assigns and employees however shall continue to be jointly and severally liable towards the acts performed in pursuance of this agreement.

c) It will be the sole responsibility of the contractor to abide by the provisions of the following acts as to the workers engaged by him for performance of this contract.

1. Employment of children Act.
2. Workmen compensation Act.
3. Employment of Labour / Contract Labour Act.
4. Industrial Employment Act.
5. Contract Labour Abolition and Regulation Act.
6. Minimum Wages Act of Central Govt.

VI. SPECIAL CONDITIONS FOR THE GRANT OF CONTRACT FOR COLLECTING PARKING CHARGES AND FOR RUNNING PARKING SITE OF BMHRC ON MONTHLY CONTRACT FEE BASIS.

1. The contract 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 contract will get terminated.
2. The contractor have to depute their representatives 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.
3. The representatives will ensure that vehicle 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 to termination of contract.
4. The representatives 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.
5. 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.
6. The contractor 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 damages to parked vehicles. The contractor is to depute supervisors in shift.

ANNEXURE - A**VII. SCHEDULE OF VEHICLE PARKING AREA OF BMHRC**

| S.No | Name of Parking | Approximate in Sqft | Location of Parking as marked in tender drawing |
|-------------|---|----------------------------|--|
| 1 | Staff/Students parking in front of Block 6 & 7 | 10000 | A |
| 2 | Doctor Vehicle Parking in front of OPD Block 2 | 6400 | B |
| 3 | Staff/Student parking in front of OPD Block 1 | 13992 | C |
| 4 | Patients & Visitors Vehicle Parking besides Paramedical Institute | 26912 | D |

TENTATIVE PLANS OF PARKING SITE

Please note that location of parking sites may be changed by BMHRC and no compensation or claim will be entertained on this account.

Area means, area within boundary of BMHRC parking sites and no deduction on account of any tree, electric pole, ramps, footpath kerbs has been made as per drawing attached.

ANNEXURE - B

VIII. DECLARATION

1. I, Son / Daughter of Shri Proprietor / Partner / Director / Authorized Signatory of am competent to sign this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.

3. The information/documents furnished along with the above applicable are true and authentic to the best of my knowledge and belief. I/we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage liabilities towards prosecution under appropriate law.

Signature of Authorized Person

Date :

Full Name:

Place :

Company's Seal:

N.B : The above declaration, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical Tender.

ANNEXURE - C**IX. DETAILS OF THE WORK EXPERIENCE :**

| | Name and address of the Organization, Name, Designation and Contract Telephone / Fax No of the Officer concerned | Details regarding the contract including total manpower deployed in the parking services contract | Value of contract (Rs) | Duration of contract | |
|----------|--|---|------------------------|----------------------|----------|
| | | | | From | To |
| | | | | dd/mm/yy | dd/mm/yy |
| A | | | | | |
| B | | | | | |
| C | | | | | |
| | Additional information, in any | | | | |

The above format may be used to provide requisite details

Signature of Tenderer

Date :

Name:

Place :

Seal:

ANNEXURE -D**X. CHECKLIST OF DOCUMENTS TO BE SUBMITTED WITH THE TENDER**

Conform the enclosure of all the below documents without which tenderer may not be eligible to participate the tenderer.

| Sl. No. | Description | Detail | Page |
|---------|---|----------------|------|
| 1 | Name of Firm | | |
| 2 | (A) Local address | | |
| | (B) Permanent address (Please mention tel no. Email, fax no. | | |
| 3 | Self Attested copy of PAN Card. | <u>Yes/No.</u> | |
| 4 | ESI Registration Certificate copy, or if not available an undertaking is to be submitted on behalf of the agency that it will submit the same within 30 days. | <u>Yes/No.</u> | |
| 5 | EPF Registration Certificate copy, or if not available an undertaking is to be submitted on behalf of the agency that it will submit the same within 30 days. | <u>Yes/No.</u> | |
| 6 | Documents in support of credentials of similar nature of work experience. | <u>Yes/No.</u> | |
| 7 | Earnest money-in shape of Bank Draft Rs. 5000 (Rs. Five Thousand) Date of issue Issuing bank Bank Draft No. | <u>Yes/No.</u> | |
| 8 | An undertaking on agency letterhead that the Tenderer has never been blacklisted. | <u>Yes/No.</u> | |
| 9 | An undertaking on agency letterhead that there is no ongoing police case / vigilance enquiry/criminal case against the Tenderer or his Partners / proprietor / Director of the company and he/she has never been convicted or punished by any Hon'ble Court of law. | <u>Yes/No.</u> | |
| 10 | Tender form with complete technical bid & financial bid, with all the pages serially number, sign and stamped on each page. | <u>Yes/No.</u> | |

ANNEXURE – E

CONTRACT AGREEMENT FORM

THIS AGREEMENT made the _____ day of _____ 2016 between the **DIRECTOR, BMHRC** (hereinafter "the **BMHRC**") of the one part and _____ (Name of agency of _____ (city) (herein after "the contractor")) of the other part:

WHEREAS the **BMHRC** is desirous of 'Vehicle Parking Services Contract at designated parking spaces of **BMHRC**' and has accepted a bid by the agency for the 'Vehicle Parking Services Contract' as per the Prices quoted in Financial Bid (hereinafter called the "Contract Price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to .
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) Tender Notice ;
 - b) The entire tender document;
 - c) The Bid Form and the Price Schedule (Financial Bid) submitted by the Bidder ;
 - d) The Specifications of works given in various sections of the tender document ;
 - e) The Terms and Conditions of Contract ;
 - f) The **BMHRC** Notification of Award ;
 - g) The agency's acceptance of the award ;

In consideration of the monthly license fee to be deposited by the agency to **BMHRC** in advance 10th of every month, **BMHRC** is giving the permission to the contractor for vehicle parking services at the designated parking spaces of **BMHRC** as per the details provided in section -III, scope of works of tender document.

Brief particulars of the works which shall be undertaken by the agency is as per the whole set of tender documents. The Vehicle Parking Services contract at designated parking spaces of **BMHRC** will be with effect from 00-00-2016 to 00-00-2017.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the Indian laws the day and year first above written.

Signed, Sealed and Delivered by the Said _____ (for the **BMHRC**)

In the presence of _____ Signed, Sealed and Delivered by the Said _____ (for the **AGENCY**) In the presence of;

Witness (1)

Witness (2)

Signature of Bidder

ANNEXURE – F**XI. FINANCIAL BID****FOR VEHICLE PARKING SERVICES CONTRACT AT BMHRC, BHOPAL**

| Sl. No | Name of Service | Total monthly license fee to be paid by contractor to BMHRC |
|---------------|--|--|
| (a) | (b) | (c) |
| 1 | To manage the Vehicle Parking Services round the clock as per the tender terms and conditions on specified locations (Annexure – A) of BMHRC and schedule of Vehicle Parking Charges mentioned in the scope of works of tender documents. | Amount in Rs Amount in words |

Note :

1. It is to be noted that the contractor shall make the payment of it's workers deployed on Parking sites in compliance with the Minimum Wages Act of Central Govt. rates applicable at Bhopal, ESI, EPF and all other statutory labour laws.

I/we also declare that, I/we will abide by all the rules and regulation of BMHRC Bhopal, If awarded the Tender. I/we are also aware that the Director of the institute reserves his right to cancel our Tender in part or full without assigning any reason, what so ever, and for the same, I/we will have no right to challenge the same in any court of law.

Signature of Authorized Person**Date :****Full Name:****Place :****Company's Seal:**