

DISCLAIMER

This tender is not an offer by the All India Institute of Medical Sciences, Raipur, but an invitation to receive offer from bidders/firm/agency etc. No contractual obligation whatsoever shall arise from this tender process unless and until a formal contract is signed and executed by duly authorised officers of AIIMS, Raipur with the selected bidder/firm/agency.



All India Institute of Medical Sciences, Raipur

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Tender Document

For

“Vehicle Parking Services at Designated Parking Spaces of Hospital Wing”

At

All India Institute of Medical Sciences, Raipur

CRITICAL DATE SHEET

Published Date	01/08/2017 Time 06.15PM
Bid Document Download / Sale Start Date	01/08/2017 Time 06.30PM
Clarification Start Date	02/08/2017 Time 10.00AM
Clarification End Date	14/08/2017 Time 03.00PM
Pre bid meeting	14/08/2017 Time 03.30PM
Bid Submission Start Date	02/08/2017 Time 10.00AM
Bid Submission End Date	31/08/2017 Time 03.00PM
Bid Opening Date	01/09/2017 Time 03.30PM
Tender document cost	Exempted as per GFR - 2017
EMD cost	₹ 15,000/-



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I. NOTICE INVITING TENDER

1. Online bids are invited on single stage two bid system from Reputed, Eligible and Qualified Tenderer agencies to enter into annual rate contract for Management of CAR/SCOOTER/AUTO/CYCLE parking Areas at Hospital Complex, AIIMS Raipur on Contract Basis. **Manual bids shall not be accepted.**
2. Tender document may be downloaded from AIIMS, Raipur web site www.aiimsraipur.edu.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET.
3. Bid shall be submitted online at CPPP website: <https://eprocure.gov.in/eprocure/app>.
4. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
5. Tenderer who has downloaded the tender from the **AIIMS, Raipur web site www.aiimsraipur.edu.in** and Central Public Procurement Portal (CPPP) e-Procurement website <https://eprocure.gov.in/eprocure/app> **shall not tamper/modify the tender form including downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender shall be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with AIIMS Raipur.

General Terms and Conditions:-

1. **Manual bid shall not be accepted in any circumstance.**
2. The complete bidding process in online bidding, Bidder should be possession of valid Digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.
3. **Tenderers are advised to follow the instructions provided in the ‘Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.**
4. **Quotations/Bid should be valid for 180 days** from the tender due date i.e. tender opening date. The bidder should clearly indicate the period of delivery & warranty terms etc. whichever is applicable
5. The Tender/Bid will be opened online at website <https://eprocure.gov.in/eprocure/app> on Store office at AIIMS Raipur Premises at the time of bid opening.
6. 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./ Depts., Public Sector Undertakings, Railways, Municipal Corporations, Autonomous Bodies, Large Industrial/Educational Campus, Hospitals).
7. The bidder must be able to provide the service within specified time period as prescribed in the Work Order, failing which the EMD will be forfeited. Furthermore on completion of the stipulated time period, Work Order may be cancelled and award will be given to another qualified bidder with the negotiated terms & conditions as per Institutes norms.
8. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
9. All disputes shall be subject to Raipur Jurisdiction only.
10. **AIIMS Raipur reserves the rights to accept/reject any bid in full or in part or accept any bid other than the highest bid without assigning any reason thereof. Any bid containing incorrect and incomplete information shall be liable for rejection.**

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11. The Tender/Bid will be opened online at website <https://eprocure.gov.in/eprocure/app> in Stores office at AIIMS Raipur Premises at the time of bid opening.
 - i. Only those financial bids will be opened whose technical bids are found suitable by the expert committee appointed for the scrutiny of the tender.
 - ii. No separate information shall be given to individual bidders. In incomparable situation, the committee may negotiate price with the technically and financially qualified bidder before awarding the bid.
12. Tenderer to submit the Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership, etc.
13. The competent authority reserves all rights to reject the service if the same are not found in accordance with the required description / quality.

14. Earnest Money:

The scanned copy of Earnest money of ₹ 15,000/- (₹ Fifteen thousand only) by means of Bank Demand Draft/ FDR/BG to be attached with online bid documents. It is also clarified that the bids submitted without earnest money will be summarily rejected. The original DD/FDR/BG prepared in the favour of "All India Institute of Medical Sciences, Raipur (AIIMS RAIPUR)" should reach at the office of the Stores Officer, Gate no. 5, Medical College Building, 2nd Floor, AIIMS, Raipur before opening of tender.

- i. No request for transfer of any pervious deposit of earnest money or security deposit or payment of any pending bill held by the AIIMS Raipur in respect of any previous supply will be entertained. Tenderer shall not be permitted to withdraw his bid or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited
- ii. Tenders without Earnest Money will be summarily rejected.
- iii. No claim shall be entertained against the AIIMS Raipur in respect of erosion in the value or interest on the amount of EMD.

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

16. The Director, AIIMS, Raipur 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.

**Stores Officer (H)
AIIMS, Raipur**

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. / Depts., Public Sector Undertakings, Railways, Municipal Corporations, Autonomous Bodies, Large Industrial/Educational Campus, Hospitals).

B) Following documents are required for Technical Qualification of Bids.

Bidders meeting following criteria shall only be eligible for submitting bid. In case any criteria is not applicable, the bidder shall mention against those criteria "Not applicable". Bidders who fail to meet the below mentioned applicable criteria, their bid shall not be considered for evaluation.

Sl. No.	Pre- Qualification Criteria	Required Scanned copy to be attached with online Technical Bid
1	Registration of Shop/Office under Gumasta Act.	self-attested copy of certificate of registration of Shop/Office under GUMASTA act, Issued by municipal corporation Raipur.
2	The Bidder should have experience of at least three years as parking contractor	successful experience certificate from client on Annexure - C & J
3	The Bidder should not be blacklisted with any Central/ state government.	Undertaking as per Annexure - I .
4	The Bidder should deposit Earnest Money Deposit of Rs. 15000/- in form of DD/FDR/BG from Scheduled Bank in favour "All India Institute of Medical Sciences (AIIMS Raipur)", Payable at Raipur.	Scanned copy of DD/FDR/BG to be attached with online Technical Bid and Hard copy of same to be submitted before opening of technical Bid
5	The Bidder should deposit an Undertaking on Annexure - H on a Non-Judicial Stamp paper of Rs.100/-	Scanned copy to be attached with online Technical Bid
6	The Bidder should be registered under Contract Labour Act	Copy of License issued by Regional Labour Commissioner central zone Bilaspur/ Raipur (If Applicable)
7	The Bidder should be registered with ESI	copy of ESI certificate
8	The Bidder should be Contribution with RPFC under EPF act 1972	copy of Registration certificate
9	The Bidder should be income tax payee	copy of PAN Card & Tax Return Copy
10	They should submit an undertaking (as stated in Annexure - G) on Rs 100/- Non Judicial Stamp Paper.	Scanned copy to be attached with online Technical Bid
11	Copy of Income Tax Return for Last three financial years (i.e. for 2014-2015, 2015-2016 & 2016-2017)	copies of Tax returns dully signed by chartered accountant.

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, AIIMS, Raipur 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.

Stores Officer (H)
AIIMS, Raipur

III. SCOPE OF WORKS

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

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) and above	10/-	20/- (20/- for every additional 24 hours.)
2	Scooter / Motor Cycle	5/-	10/- (10/- for every additional 24 hours.)
3	Auto Rickshaws (three wheelers)	5/-	10/- (10/- for every additional 12 hours.)
4	Cycle	2/-	5/- (5/- for every additional 24 hours.)
5	Any type of vehicle belonging to AIIMS Staff, Students, Contractually deployed manpower including Outsourced staffs and Maintenance Staffs	Nil (Free Parking)	Nil (Free Parking)

Weekly / Monthly vehicle parking pass charges schedule: Only for Admitted Patient and their Relatives restricted to One Vehicle 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 AIIMS, Raipur 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/-

Note:-

- (1) **FOR STAFF:** The Cycle/Scooter/Cars of staff bearing AIIMS Insignia will be entitled for free parking in specified areas and their safe custody will also be the responsibility of the contractor.
- (2) The AMBULANCES, Car of Counsellors, MLAs, Members of Parliament, Ministers, Staff Cars of the AIIMS Raipur Doctors, Staff and Government Officials and other VIP's as specified from time to time will be entitled to park their cars free of charge on all stands and their safe custody shall be the responsibility of the contractor.
- (3) The contractor shall be responsible for the safe custody of the notice boards displayed by the AIIMS Raipur displaying schedule of rates and to ensure that the rates etc. are not tampered with/altered/erased/covered by any persons. Any such lapse viz. Removal of boards and of tampering with/ altering/ erasing covering with any things on the boards, will be viewed severely and a penalty of Rs.100/-on each occasion /lapse will be charged irrespective of whether such acts are done by agents of contractor or not. The decision of the Director, AIIMS Raipur in this shall be final and binding on the contractor.
- (4) A penalty of Rs.500/- shall be levied for non-observance of good behaviour with the public and the staff or for over charging for each complaint/incident. Apart from this AIIMS Raipur authorities shall also reserve the right to cancel the contract by giving one month's notice. The Director, AIIMS, Tatibandh, Raipur, shall also be empowered to cancel the contract, forthwith without any notice for reasons to be recorded. The contractor shall on such cancellation vacate the site within 24 hours. The complaints from the General Public and the staff for the harassment /misbehaviour/ overcharging or for

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- loss (es) or damages to the vehicles shall be enquired into by the Director, AIIMS Raipur or his authorized representative and the penalty on account of loss (es) or damages shall be recovered from the contractor.
- (5) **The licensee shall use handheld/Portable machine for issue of printed tickets indicating ticket number, date, time and the approved rates of parking and produce the sample ticket to the Licensor for approval.**
- (6) **If the parking ticket is lost, the vehicle and the helmet can be delivered only after due verification to the complete satisfaction of the licensee.**
- (7) **The licensee is authorized to charge a fine equivalent to the parking charge of the vehicle for the lost ticket.**
- (8) **The licensee shall make their own arrangements for printing and issuing of vehicle park tickets along with counter foil of various denominations as per ticket pattern approved by AIIMS. No advertisements are permitted on front or back side of the ticket without the specific approval of the authority.**
- (9) **The contractor shall make necessary arrangement for insurance of parking on their expense.**
- (10) 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.
- (11) In case of any vehicle lying in the parking space unclaimed by more than two days, the matter shall be reported to Security Officer/ Administrative Officer AIIMS, Raipur for further legal proceedings

(12) PENALTIES:

(a) 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	Staff 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
	Misbehaviour 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	

(b) Director, AIIMS Raipur or his authorized representative will have the right to check various parking areas at any time during the working hours. Any case of misuse/non-use of tickets coming to the notice as a result of such checks will render the second party liable for a penalty of Rs.1,000/-for each case. The decision of the Director, AIIMS Raipur shall be final and binding and will not be challenged by the contractor in any manner what so ever.

(c) 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, AIIMS, Raipur reserves the right to cancel the contract.

(d) In case of any act or acts by the contractor which may be deemed criminal to be decided solely by the authorised representative of AIIMS, Raipur.

Stores Officer (H)
AIIMS, Raipur

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 1:00 pm** by taking permission from the Medical Superintendent, AIIMS, Raipur.

1. The declaration in the prescribed proforma (**Annexure -B**) should be submitted in online Technical Bid.
2. The offer shall be valid for 180 days from the date of opening.
3. The tenderer shall quote for all work failing which the bid shall be considered non responsive.
4. Tender incomplete in any form will be rejected outright. Conditional tenders will also be rejected outright.
5. 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.
6. 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.
7. In case the successful Tenderer declines the offer of contract, for whatsoever reason(s), his EMD will be forfeited.
8. A formal contract shall be entered into with the successful tenderer. In this contract, the successful tenderer shall be defined as contractor.
9. The successful tenderer will have to deposit a Security Deposit of **Rs. 5,00,000/- (Rs. Five Lakh Only) in the form of Demand Draft/FDR/BG drawn in favour of “All India Institute of Medical Sciences (AIIMS Raipur)”, payable at Raipur 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.**
10. The competent authority of AIIMS, Raipur 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.
11. The competent authority of AIIMS, Raipur reserves the right to reject all or any tender in whole, or in part, without assigning and reason(s) thereof.

**Stores Officer (H)
AIIMS, Raipur**

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 equipment's 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 there off, except the permission to use the said site for the currency of this contract. Further, AIIMS, Raipur 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 of 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 AIIMS, Raipur employees.

12. The contractor confirms full understanding and comprehension that notwithstanding anything else mentioned in this document, AIIMS, Raipur 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 AIIMS, Raipur 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 AIIMS, Raipur for its own use/cancellation due to any other cause, including breach of terms and conditions of this agreement.
13. 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 AIIMS, Raipur employees and other connected persons.
14. That the AIIMS, Raipur 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, AIIMS, Raipur will not be responsible for any damage/theft of vehicles in parking.
15. 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.
16. 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.
17. 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.
18. **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, and 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 AIIMS, Raipur. 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 AIIMS, Raipur is beyond the control of the contractor's.
19. **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 AIIMS, Raipur.

- 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 Raipur.

21 JURISDICTION:

This contract shall be deemed to have been concluded at Raipur for all purposes and therefore only courts of Raipur 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 AIIMS, Raipur or its employees.

23 That the contractor shall allow AIIMS, Raipur 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 AIIMS, Raipur and the contract indemnifies AIIMS, Raipur 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 AIIMS, Raipur 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 along with 12% interest for the period of delay.

30 Contractor shall clearly mark the individual vehicles space in the parking area & should clearly put up signage's & 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 presences 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 AIIMS and the CONTRACTOR shall have no objection whatsoever in this respect.

32 To comply with any systemic improvements as directed by AIIMS, Raipur.

33 **DURATION OF CONTRACT**

- a) The licence will be for **one year valid** from the date of signing of Contract Agreement and the period may be renewed for further period of **1 year** on mutually agreed basis subject to satisfactory performance of the licensee and 10% increase of the licence fee every year at the time of renewal and at the sole discretion of the licensor.
- b) AIIMS, Raipur by reasons whatsoever and of which the AIIMS, Raipur 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.

34. **PAYMENT TERMS**

- a) The contractor shall pay the monthly license fee to AIIMS, Raipur in advance by 10th of each month. The monthly License fee shall be deposited in the form of cheque/DD in favour of "All India Institute of Medical Sciences (AIIMS Raipur)" payable at Raipur.
- 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 AIIMS, Raipur.
- c) In case of Cheque bounce or non-payment of monthly license fee on stipulated time, penalties will be imposed on the contractor along with 12% interest for the late payment and legal proceedings will be initiated.
- 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 security deposit of **Rs. 5,00,000/- (Rs. Five Lakh Only)** in the form of DD/BG/FDR within 15 days from date of Letter of Award. In case of any default by the contractor, the AIIMS, Raipur will forfeit the EMD/security deposit and also can claim damages for each default or loss incurred due to the negligence of the contractor.

35. **STATUTORY 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 AIIMS, Raipur 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 AIIMS, Raipur. Agency and their legal heir's 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.

- i. The Minimum Wages Act 1948
- ii. The Employees Provident Fund & Misc. Provision Act, 1952
- iii. The Contract Labour (Regulation & Abolition) Act, 1970
- iv. The Payment of Bonus Act, 1965
- v. The Payment of Gratuity Act, 1972
- vi. The Employees State Insurance Act, 1948
- vii. The Child Labour (Prohibition and Regulation) Act, 1986
- viii. The Payment of Wages Act. 1936
- ix. The Factory Act, 1948
- x. The Employment of Children Act, 1938
- xi. The Motor Vehicle Act,1988
- xii. Private Security Agencies (Regulation) Act 2005

Stores Officer (H)
AIIMS, Raipur

VI. SPECIAL CONDITIONS OF CONTRACT (SCC).

- 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 and security deposit shall be forfeited.
- 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.
- 3- The representatives will ensure that vehicle is 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 and forfeiture of security deposit.
- 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.
- 7- The complaints from the General Public and the staff for the harassment/ misbehaviour/ overcharging or for loss(es) or damages to the vehicles shall be enquired into by the Administrative Officer/nominated member by Director (AIIMS) and the penalty on account of loss(es) or damages shall be borne by the contractor.
- 8- The staff employed by the contractor for parking lot will be in proper Uniform. The contractor shall be responsible to ensure that his workers come in Uniform on duty in neat and clean uniform. The cost of the uniform and nameplates etc. will be borne by the contractor. In case any worker is found not in proper uniform as mentioned above, a penalty of Rs.200/- per person per day shall be charged. The contractor shall issue photo identity cards to his employees and they will display identity cards while on duty. He will also deposit police verification certificates of all the employees engaged by him to AIIMS Raipur.
- 9- Contractor shall be fully responsible for any theft/ any type of damages of the vehicle parked in any of the prescribed parking area.
- 10- **In case of additional area , if any (to be provided in near future), additional license fee shall be payable by the contractor on pro-rata basis as per the quoted rates for additional area. Currently, premium parking is not available.**
- 11- All the Tax liabilities shall remain with contractor and no claim for reimbursement shall be entertained by AIIMS Raipur.

ANNEXURE - A

VII. SCHEDULE OF VEHICLE PARKING AREA OF AIIMS, RAIPUR

S. No	Name of Parking	Area in Sq. Mtr.
1	In front of Ayush PMR Building	195.75
2	In Front of HSD Oil Tank	81.47
3	In Front of Play Ground	1302.00
4	Back of B, B1 to Trauma	3518.00
5	Beside Trauma	225.79
Total		5323.01

TENTATIVE PL ANS OF PARKING SITE

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

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

**Stores Officer (H)
AIIMS, Raipur**

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:

Note: 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:

Sl. No.	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
1					
2					
3					
4					

Signature of Tenderer

Date:

Name:

Place:

Seal:

X. CHECKLIST OF DOCUMENTS TO BE SUBMITTED WITH THE TENDER

Conform the enclosure of all the below documents (scanned copies to be uploaded with Technical Bid) 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.	Yes/No.	
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 .	Yes/No.	
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 .	Yes/No.	
6	Documents in support of credentials of similar nature of work experience.	Yes/No	
7	Earnest money-in shape of DD/FDR Rs. 15000 (Rs. Fifteen Thousand only) Date of issue Issuing bank DD/FDR No.	Yes/No.	
8	An undertaking on agency letterhead that the Tenderer has never been blacklisted.	Yes/No	
9	An undertaking on agency letterhead that there is no on-going 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.	Yes/No	
10	GST Registration certificate	Yes/No	

XI. CONTRACT AGREEMENT FORM

THIS AGREEMENT made the _____ day of _____ 2017 between the DIRECTOR, AIIMS, Raipur (hereinafter "the AIIMS, Raipur") of the one part and _____ (Name of agency of _____ (city) (herein after "the contractor") of the other part:

WHEREAS the AIIMS, Raipur is desirous of 'Vehicle Parking Services Contract at designated parking spaces of AIIMS, Raipur 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 WITNESSED 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 (BOQ) 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 AIIMS, Raipur 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 AIIMS, Raipur in advance 10th of every month, AIIMS, Raipur is giving the permission to the contractor for vehicle parking services at the designated parking spaces of AIIMS, Raipur 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 AIIMS, Raipur will be with effect from/...../2017 to/...../2018.

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 AIIMS, Raipur) 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

XII. PRICE BID

Price bid in the form of BOQ_XXXX. xls

XIII. UNDERTAKING

(SUBMIT ON Rs100/- NON-JUDICIAL STAMP PAPER)

To

The Director,
AIIMS Raipur,
Tatibandh, Raipur-492099 (CG)

Dear Sir,

1. I / We hereby submit our tender for the “MANAGEMENT OF CYCLE/SCOOTER /CAR PARKING AREAS ON ANNUAL CONTRACT BASIS AT THE AIIMS, TATIBANDH RAIPUR-492099 (CG).
2. I /WE are enclosing herewith the FDR/DD/BG for Rs. 15000/- (Rupees Fifteen thousand only) in favour of the “All India Institute of Medical Sciences AIIMS Raipur” towards EMD. [Tenders not accompanied with EMD/Bid Security shall be summarily rejected].
3. I/We hereby agree to all the terms and conditions, stipulated by the AIIMS Raipur in connection including penalty.
4. I/We undertake to sign the Annual Contract Agreement within 10 (Ten days) from the issue of the letter of acceptance, failing which our/my EMD may be forfeited and our/my name may be removed from the list of supplier’s/contractors of the AIIMS, Tatibandh Raipur- 492099 (CG).
5. I/We bid all the labour issues.

Yours faithfully,

**Signature of tenderer(s)
WITH FULL ADDRESS**

WITNESS_____

WITNESS_____

XIV. PROFORMA FOR CRIMINAL LIABILITY UNDERTAKING

(On Rs.10/- STAMP PAPER)

AFFIDAVIT

AIIMS Raipur/16-17/Parking Stand Vehicle Parking Services Contract/01

I.....S/o.....

..... resident of (complete address)

.....do solemnly pledge and affirm :

1. That I am the Proprietor of M/s.....
2. That no case of any nature, i.e., CBI/FEMA Criminal case/ Income Tax /VAT/ Service Tax/ Blacklisting is pending against my firm.

Signature & Seal of the Tenderer

XV. DECLARATION REGARDING CLEAN TRACK RECORD

**To,
The Director,
AIIMS, Tatibandh Raipur-492099 (CG)**

Sir,

I have carefully gone through the Terms & Conditions contained in the tender for award of Annual Parking Contract at AIIMS, Tatibandh Raipur. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government organizations. I further certify that I am a competent authority in my company and company has authorized me to make this declaration.

Yours very truly,

Name: _____

Designation: _____

Company: _____

Address: _____

XVI. CERTIFICATE FOR SATISFACTORY WORK

(To be submitted on the letterhead of client)

This is to certify that M/s has undertaken satisfactory Parking Contract work valued at Rs. during the period fromtoat our organization. It is further certified that M/s has carried out the work satisfactorily as per the conditions stipulated in the SLA.

Date:

Place:

Signature:

Name:

Designation:

Seal: