

**ROGI KALYAN SAMITI, DR.R.P.GOV.T.MEDICAL COLLEGE,  
KANGRA AT TANDA (HP)**

**UNDER DEPARTMENT OF MEDICAL EDUCATION AND RESEARCH,  
HIMACHAL PRADESH, SHIMLA-9**

**Phones: - 01892-287187 –Fax: - 01892-287187  
Website. [www.rpgmc.ac.in](http://www.rpgmc.ac.in).**

**TENDER DOCUMENT**

**TENDER FORM FOR VEHICLE PARKING SERVICES  
CONTRACT AT DESIGNATED PARKING SPACES OF  
DR. R.P.GOV.T.MEDICAL COLLEGE, KANGRA AT  
TANDA (HP)**

**Tender No : HFW-H(DRPGMC)RKS/MS/Parking –34**

**LAST DATE & TIME**

**SEQUENCE OF EVENTS**

**DATE OF START OF SALE OF TENDER DOCUMENT: 09-11-2020**

**BID SUBMISSION (LAST DATE & TIME) : 04-12-2020 up to 1-00 PM**

**PRE-BID MEETING : 02-12-2020 at 11-00 AM**

**BID OPENING : 04-12-2020 at 3-00 PM**

**TENDER DOCUMENT PRICE : Rs. 2500/- (Rs. Two thousand five hundred)**

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## **1. NOTICE INVITING TENDER**

Tender No : - **HFV-H(DRPGMC)RKS/MS/Parking -34**

Sealed Tenders are invited by Principal-cum-Chairman RKS/ Medical Superintendent-cum-Member Secretary RKS Dr. RPGMC Kangra at Tanda as per terms and conditions stipulated in the Tender document for '**VEHICLE PARKING SERVICES CONTRACT AT DESIGNATED PARKING SPACES** at DRPGMC TANDA DISTT.KANGRA.

### **I 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 Central/State Govt. Departments, Institutions, undertakings, Boards, Corporations, Hospitals etc.)

The Tender document may be obtained from the Medical Superintendent-cum-Member Secretary RKS Dr. RPGMC Kangra at Tanda against submission of cash/ bank draft **Rs. 2500/-** (Non refundable) of any bank in the name of Medical Superintendent-cum-Member Secretary RKS Dr. RPGMC Kangra at Tanda, payable at Kangra Tanda (HP).

The Tender document may also be downloaded from the official website of DR.R.P.GOV.T.MEDICAL COLLEGE [www.rpgmc.ac.in](http://www.rpgmc.ac.in) and Tender document charges should be submitted along with the Technical bid in the form of bank draft of **Rs. 2500/-** (Non refundable) of any bank payable at Tanda, along with Earnest Money Deposit (EMD) of **Rs. 1,00,000/- (One lacs only)** in the form of DD in favour of the Medical Superintendent-cum-Member Secretary RKS Dr. RPGMC Kangra at Tanda payable at Tanda Distt. Kangra (HP) otherwise application shall not be considered. The Tender document/ form are not transferable.

Tender document may be obtained with effect from 09-11-2020 to 03-12-2020 up to 4.00 PM. The Tender with particulars and enclosures must reach in office of the Medical Superintendent-cum-Member Secretary RKS Dr. RPGMC Kangra at Tanda on or before 04-12-2020 up to 1-00 PM. The Tender would be opened on 04-12-2020 at 3-00 PM. The Tenderers or their authorized representatives, if so desire, may attend the opening of the tender in the office of the Principal-cum-Chairman RKS Dr. RPGMC Kangra at Tanda 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 or happens to be 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.

Principal-cum-Chairman, RKS on the recommendation of Medical Superintendent-cum-Member Secretary RKS Dr. RPGMC Kangra at Tanda (HP) reserves the right to accept or reject any or all the tender without assigning any reason thereof.

*Note: - All subsequent corrigendum/amendment/addendum 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 and tender process is completed.*

**MEDICAL SUPERINTENDNT-CUM-MEMBER  
SECRETARY RKS,DRPGMC TANDA (KANGRA)(HP)**

Tender No HFW-H(DRPGMC) RKS/MS/Parking-.34

**TENDER NOTICE**

Sealed tenders in two bid system are hereby invited for Vehicle parking Services contract at designated **Parking Spaces at Dr. R. P. Govt. Medical College Kangra at Tanda** as per the details given in the tender documents. The tender document can be obtained from the office of the undersigned after publication on any working day from 10-00 AM to 4-00 PM as shown in the table below or by downloading the same from College website ([www.rpgmc.ac.in](http://www.rpgmc.ac.in)) after the publication of tender notice. Those bidders who wish to download the tender document should enclose a tender fee as prescribed in the table below through a bank draft along with the Bidding Document and EMD drawn in favour of Medical Superintendent-cum-Member Secretary Rogi Kalyan Samiti, Dr. R.P. Govt. Medical College Kangra at Tanda, payable at SBP Dr. RPGMC, Kangra at Tanda (Branch code-SBIN0050917).

Sr. No	Name of service	Pre bid meeting	Date of start of sale of tender document	Tender cost	EMD	Last date of purchase of tender document	Last date of submission of tender document	Date & time of opening of tender document
1	<b>Vehicle parking services contract at designated parking space at Dr. RPGMC, Kangra at Tanda.</b>	<b>02-12-2020</b>	<b>09-11-2020</b>	<b>Rs.2500/-</b>	<b>1,00,000/-</b>	<b>03-12-2020 up to 4-00 PM</b>	<b>04-12-2020 up to -1-00 PM</b>	<b>04-12-2020 at 3-00 PM</b>

Medical Superintendent  
Cum-Member Secretary RKS  
Dr. RPGMC Kangra at Tanda (HP)

## II. ELIGIBILITY CRITERIA

- A) Tenderer should have at least 3 (three) years experience of having satisfactory completed similar works (similar works means management of Parking stand as contractor of Central/ State Govt. Departments, Institutions, undertakings, Boards, Corporations, Hospitals etc.)
- B) Following documents are required for Technical Qualification of Bids.
- i) Proof of Registration of Service Provider as a legal entity with appropriate authority.
  - ii) Self Attested copy of PAN Card.
  - iii) Self attested copy of GST number.
  - iv) ESI Registration Certificate Copy.
  - v) EPF Registration Certificate Copy.
  - vi) Proof of Turnover of minimum 10 lacs for the last three years cumulatively from parking contract- Statement of Turnover for the last three years duly certified from Chartered Accountant.
  - vii) EMD in the shape of bank draft amounting to Rs. One lakh drawn any scheduled bank in favour of Medical Superintendent-cum-Member Secretary RKS Dr. RPGMC, Kangra at Tanda, valid for six month.
  - viii) Declaration of agency on its letter head that it has never been blacklisted.
  - ix) The Tenderer should enclose declaration on its letter head 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.
  - x) 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 Principal-cum-Chairman, RKS Dr. RPGMC Kangra at Tanda reserves the right to amend any of the terms and conditions mentioned hereunder as per the recommendation of Medical Superintendent-cum-Member Secretary RKS Dr. RPGMC, Kangra at Tanda. 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 DR.R.P.GOV.T.MEDICAL COLLEGE, KANGRA AT TANDA (HP) at specified Parking Location mentioned in **Annexure - A** & as per the approved Parking charges schedule of DRPGMC Tanda and terms & conditions of tender

### **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	Per 6 hour per visit (in Rs.)	Beyond 6 hours to 24 hours per visit (in Rs.)
1	Cars / Taxis/Jeep (Four wheelers)	10/-	20/-

2	Scooter / Motor Cycle/ Auto Rickshaws (three wheelers)	5/-	10/-
3	Ambulance ,Govt. vehicles, Any type of vehicle belonging to DRPGMC Tanda Staff & contractually deployed manpower	Nil (Free Parking)	Nil (Free Parking)

Area designated for parking is as per **Annexure-A** (Schedule of vehicle area Dr. RPGMC, Tanda). However, it may be noted that the area specified in **Annexure-A** is liable to change at the discretion of tender inviting authority in which case the amount payable by the contractor shall be increased/decreased on **Pro-Rata** basis as per change in area and if additional space for parking of vehicle is used by the contractor, then rates will be charged on **Pro-Rata** basis.

Vehicle related to hospital material and construction companies will also be exempted from parking charges. However if a truck of the construction company is parked in the campus it would be charged @ Rs.100/- for each night halt. They will also not put vehicle in such a way so as to cause patient/staff inconvenience. Vehicles parked in no parking area will be dealt as per law.

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 Dr. R.P.G.M.C. Kangra at Tanda for further legal proceedings.

#### IV 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
	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
	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, The Principal-cum-Chairman RKS, Dr. R.P.G.M.C Kangra at Tanda on the recommendation of Medical Superintendent-cum-Member Secretary RKS reserves the right to take any action which may even be cancellation of the contract in addition to any action as per law.

## V .INSTRUCTIONS TO TENDERERS

Eligible agencies are advised to visit the Hospital site to get the on site assessment of the parking area/lot on any working day between 10-00 AM to 05-00 PM by taking permission from the Principal-cum-Chairman RKS Dr. RPGMC Kangra at Tanda.

The Tenders are to be submitted as per two bid system i.e

. - **Technical Bid and Financial Bid along with the name of the contractor.** 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 yearly basis payable to Principal-cum-Chairman RKS. Dr. RPGMC Kangra at Tanda 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 Dr. RPGMC Kangra at Tanda (HP)**" "Sealed tenders" are to be addressed to the Medial Superintendent,-cum-Member Secretary RKS, Dr. RPGMC Kangra at Tanda(HP). The completely filled Tender should be dropped in the tender box kept in the office of the Medial Superintendent,-cum-Member Secretary RKS, Dr. R.P.G.M.C. Kangra at Tanda (HP) by the stipulated date and time or sent by registered post on the above address. The tender submitted or received after the closing date and time will not be considered.

1. The declaration in the prescribed Performa (**Annexure -B**) should be submitted along with the Technical Bid.
2. The Technical Bid should be accompanied by an Earnest Money Deposit (EMD) of **Rs. 1, 00,000/- (Rs. One lacs only)** in the form of Demand Draft from any scheduled commercial bank drawn in favour of Medical Superintendent-cum-Member Secretary RKS, Dr. R.P.G.M.C Tanda (HP).The bidder should enclose DD of **Rs. 2500/-** for the tender document cost if the same is downloaded from Dr. R.P.G.M.C Kangra at Tanda website or cash receipt of **Rs.2500/-** submitted to the Medical Superintendent-cum-Member Secretary RKS, Dr. R.P.G.M.C Tanda (HP) 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.
3. The earnest money deposited by the tenderer (s) shall be forfeited in the following events, namely:-
  - a) A modification or withdrawal of tender after the deadline for submission of tenders and during the validity period.
  - b) Refusal by the tenderer to accept an arithmetical error or otherwise appearing on the face of tender.
  - c) Failure on the part of the successful tenderer to sign the contract in accordance with terms

- and conditions stipulated in the tender documents
- d) Failure on the part of successful tenderer to provide performance security under rule 107, of HPFR-2009 for execution of the contract; and
  - e) Failure on the part of the successful tenderer to execute the contract as per terms and conditions stipulated in the tender documents.
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 **90 days** from the date of opening.
  6. The tenderer shall quote for all work 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. Pre-bid meeting will be held on **02-12-2020 at 11-00 AM**
  9. The closing/last date and time for receipt of tenders will be **04-12-2020 up to 1-00 PM.**
  10. The tender shall be opened on **04-12-2020 at, 3-00 PM** in the office of the Principal-cum-Chairman RKS, Dr. RPGMC Kangra at Tanda (HP) 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 Principal 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.
  11. A formal contract shall be entered into with the successful tenderer. In this contract, the successful tenderer shall be defined as contractor.
  12. The successful tenderer will have to deposit a Security Deposit /Performance security of Rs. 5,00,000/- (Rs. Five lac. only) in the form of FDR in favour of Medical Superintendent-cum-Member Secretary RKS Dr. RPGMC Kangra at Tanda payable at Tanda within 15 days from the issue of letter of Intent. Failure in depositing Security deposit / Performance Security will result in cancellation of the contract. It will be returned after 3 months of successful completion of the contract period.
  13. Each page of the tender document 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 Dr. RPGMC Tanda.
  14. The Principal-cum-Chairman RKS on the recommendations of Medical Superintendent-cum-Member Secretary, RKS Dr. RPGMC Tanda 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.
  15. The Principal-cum-Chairman RKS on the recommendation of Medical Superintendent-cum-Member Secretary, RKS Dr. RPGMC Tanda reserves the right to reject all or any



tender in whole, or in part, without assigning and reason(s) thereof.

16. The Contractor may be permitted to install Cameras or any other temporary structure in connection with safety & security reasons for monitoring of parked vehicles at his own and the contractor shall have to pay electricity bill on monthly basis as per the bill which bill be submitted by the concerned department.
17. The contractor should have the necessary facility of towing the unauthorized vehicle found in the parking area and also in non-parking area. The contractor will remove the unauthorized vehicle with the prior permission/approval of the hospital authorities.
18. The contractor shall have to mention his e-mail ID along with whatsapp Nos. for any communication regarding tender.
19. Any corrigendum/addendum, if required to be issued regarding parking tender will be upload in the college website.
20. **The contractors whose rates are found to be lower than the reserve price will not be considered.**

#### **VI 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. The Tenderer shall have to deposit the TCS @ 2% over and above the contractual amount as per the provision of the Income Tax rules 1961. If the rates of TCS increases or decreases in future, the same will be collected from the tenderer at the prevailing rates.
4. The contractor shall have to deposit the GST as applicable from time to time on the agreed rate of the parking.
5. 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 / other authorities concerned.
6. 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.

7. 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 competent authority.
8. 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.
9. That the contractor shall not display or exhibit any advertisements in parking premises / put up hoarding on any part of the interior or exterior.
10. 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.
11. 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 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.
12. That the contractor shall cater to the needs of Vehicle Parking Services of the commuter & 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 and conditions of this contract.
13. That the contractor shall maintain the free parking spaces specified in the tender documents for Dr. RPGMC Tanda employees.
14. The contractor confirms full understanding and comprehension that notwithstanding anything else mentioned in this document, Dr. RPGMC Tanda 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 Dr. RPGMC Tanda 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 Dr. RPGMC Tanda for its own use/ cancellation due to any other cause, including breach of terms and conditions of this agreement.
15. If the contractor is desirous of terminating the contract hereby created before the expiry of the period of the contract, it shall give to Dr. RPGMC Tanda three months notice in writing of its intention to terminate the contract.
16. 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 Dr.

RPGMC Tanda employees and other connected persons.

17. That the Dr. RPGMC Tanda 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, Dr. RPGMC Tanda will not be responsible for any damage/theft of vehicles in parking.
18. 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 at all hours to the said premises or any part thereof.
19. That on the expiry of the period of contract or on determination or revocation of the contract under the terms and conditions thereof, 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.
20. 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.

#### **VII 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 Dr. RPGMC Tanda. 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 Dr. RPGMC Tanda, is beyond the control of the contractor's.

#### **VIII 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 Principal-cum-Chairman RKS on the recommendation of Medical Superintendent-cum-Member Secretary RKS. Dr. RPGMC Tanda.

- (b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings 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 within district Kangra.

## **IX JURISDICTION:**

1. This contract shall be deemed to have been concluded in district Kangra for all purposes and therefore only courts of Kangra shall be having jurisdiction for the purpose of any adjudication where some dispute/ obligation remain unsolved despite arbitration.
2. 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 Dr. RPGMC Tanda or its employees.
3. That the contractor shall allow Dr. R.P.G.M.C Kangra at Tanda 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.
4. 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.
5. 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
6. That the contractor shall not keep any animal or conveyance in or outside the premises/parking area.
7. That the employees of the contractor are and shall under no circumstances be construed as employees of Dr. RPGMC Tanda and the contract indemnifies Dr. RPGMC Tanda against any claims whatsoever against claims made by contractor employees.

8. 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.
9. 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.
10. 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 Dr. RPGMC Tanda and the **CONTRACTOR** shall have no objection whatsoever in this respect.
11. To comply with any systemic improvements as directed by Dr. RPGMC Tanda.

#### **X DURATION OF CONTRACT.**

- (a) The contract shall initially be valid for a period of Two Years from the date of issue of award letter, which will be extendable on year to year basis after expiry of the above stipulated period on mutually agreed basis subject to the satisfactory performance for a maximum of two years. 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) Dr.R.P.G.M.C. by reasons whatsoever and of which the Dr. RPGMC Tanda 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.

#### **XI PAYMENT TERMS**

- a) 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 Dr. RPGMC Tanda.
- b) In case of Cheque bounce or nonpayment of the contracted amount on stipulated time, penalties will be imposed on the contractor as per Schedule of penalties mentioned in the tender document along with 12% interest for the late payment if any as well as action as per law will be initiated.
- c) 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.

- d) The wages paid by the contractor to its workers should be in compliance with the minimum wages declared by the Central Government/State Govt. subject to revision.
- e) The Contractor shall deposit interest free security deposit of **Rs. 5, 00,000/- (Rs. Five lac only)** within **15 days** from date of taking over which shall remain with Dr. RPGMC Tanda till the final conclusion of contract. In case of any default by the contractor, the Dr. RPGMC Tanda will forfeit the security deposit and also can claim damages for each default or loss incurred due to the negligence of the contractor.
- f) That the payment of minimum wages as notified by the H.P. State Govt. from time to time should be ensured to be paid to its workers by the approved contractor.
- g) The parking rates should be displayed prominently by the contractor. Rates charged more than approved rate shall make the contractor liable for penalty which may even amount to cancellation of contract.
- h) No addition alteration/construction work shall be undertaken by the contractor in the premises without prior permission from the competent authority. He shall have to manage electricity and water connections at his own level and payment of the same will be borne by the contractor/ he shall submit the testing report by the HPSEB.
- i) At the time of award of contract, the contractor shall have to deposit the 25% of the bid amount on the spot on the same day for the 1<sup>st</sup> year of the contract and the rest of the amount will be deposited within 15 days after the award of contract, failing which 25% of the amount deposited will be forfeited and work will be awarded to the next 2<sup>nd</sup> highest bidder. For the 2<sup>nd</sup> year of contract, the contractor shall have to deposit the whole amount i.e.100% of contract in one installment before the 10<sup>th</sup> day of the month preceding the 1<sup>st</sup> month in which the 2<sup>nd</sup> year of the contract starts. If the contract is extended for next year, the contractor shall have to deposit the whole amount i.e.100% of contract in one installment for the third year before the 10<sup>th</sup> date of the month preceding the 1<sup>st</sup> month in which the third year of the contract starts and similar for the 4<sup>th</sup> year, if contract is extended.

## **XII 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 Dr. R.P.G.M.C Tanda 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 Dr. R.P.G.M.C Tanda. 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 all relevant laws including 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./ H.P. State Govt.

**XIII SPECIAL CONDITIONS FOR THE GRANT OF CONTRACT FOR COLLECTING PARKING CHARGES AND FOR RUNNING PARKING SITE OF DR.R.P.GOV.T.MEDICAL COLLEGE KANGRA AT TANDA YEARLY 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 shall have to deploy sufficient manpower to ensure orderly parking.
3. The contractor has 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.
4. 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 @ of 5% of contract monthly fee/per instance. The repetition of encroachment in additional area will lead to termination of contract.
5. 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.
6. Once demarcated area is fully occupied, the board indicating "PARKING IS FULL" is to be placed at entrance of parking and supervisor is to be given instruction to depute workman to guide the approaching vehicle.
7. The contractor is required to post an experienced supervisor on parking lot/place. 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.

Medical Superintendent  
 Cum-Member Secretary RKS  
 Dr.R.P.Govt.Medical College  
 Kangra at Tanda.

## ANNEXURE - A

**SCHEDULE OF VEHICLE PARKING AREA OF DRPGMC TANDA**

<b>S.No</b>	<b>Name of Parking</b>	<b>Approximate in Sq. meter</b>	<b>Location of Parking as marked in tender drawing</b>
<b>1</b>	Paid parking near the auditorium building	<b>3100.30 Sq. Meter</b>	<b>A</b>

**TENTATIVE PL ANS OF PARKING SITE**

Please note that location of parking sites may be changed by Dr.R.P.G.M.C Tanda and no compensation or claim will be entertained on this account.

Area means, area within boundary of Dr.R.P.G.M.C Tanda parking sites and no deduction on account of any tree, electric pole, ramps, footpath Krebs has been made as per drawing attached.

However, it may be noted that the area specified in Annexure-A is liable to change at the discretion of tender inviting authority in which case the amount payable by the contractor shall be increased/decreased on Pro—Rata basis as per change in area.



**ANNEXURE - B****Tender No.HFW-H(DRPGMC)RKS/MS/Parking -30****II.****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 as well as 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/ firm/contractor/individual, should be enclosed with Technical Bid.**

## ANNEXURE - C

Tender No.HFW-H(DRPGMC)RKS/MS/Parking -30

**III. 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
<b>A</b>					
<b>B</b>					
<b>C</b>					
	Additional information, in any				

The above format may be used to provide requisite details

**Signature of Tenderer**

**Date :**

**Name:**

**Place :**

**Seal:**

## ANNEXURE-D

**Tender No.HFW-H(DRPGMC)RKS/MS/Parking -30****IV. 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	<u>Yes/No</u>	
2	(A) Local address	<u>Yes/No</u>	
	(B) Permanent address (Please mention tel no. Email, fax no.	<u>Yes/No</u>	
3	Self Attested copy of PAN Card.	<u>Yes/No</u>	
4.	Self attested copy GST number	<u>Yes/No</u>	
5	ESI Registration Certificate copy.	<u>Yes/No</u>	
6	EPF Registration Certificate copy.	<u>Yes/No</u>	
7.	Proof of Registration of Service Provider as a legal entity with appropriate athourity.	<u>Yes/No</u>	
8.	Proof of turnover of last 3 years, statement of turnover of last 3 years duly certified by Chartered Accountant.	<u>Yes/No</u>	
9	Documents in support of credentials of similar nature of work experience along with in summary in Annexure-C.	<u>Yes/No</u>	
10	Earnest money-in shape of <b>Bank Draft Rs. 1, 00,00 0 (Rs.One lac. only)</b> Date of issue Issuing bank Bank Draft No.	<u>Yes/No</u>	
11	An undertaking on agency letterhead that the Tenderer has never been blacklisted.	<u>Yes/No</u>	
12	An undertaking on agency letter head 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>	
13	Tender form with complete technical bid & financial bid, with all the pages serially number, sign and stamped on each page.	<u>Yes/No</u>	
14	e-mail ID and Whatsapp No.	<u>Yes/No</u>	

**Annexure-E**

**Tender No.HFW-H(DRPGMC) RKS/MS/Parking-30**

**V CONTRACT AGREEMENT FORM**

**THIS AGREEMENT made on \_\_\_\_\_ the day of \_\_\_\_\_ 2020 between the MEDICAL SUPERINTENDENT-CUM-MEMBER SECRETARY RKS Dr. R.P.G.M.C KANGRA AT TANDA(HP) of the one part and \_\_\_\_\_(Name of agency of \_\_\_\_\_(city) (herein after "the contractor")) of the other part:**

**WHEREAS the Dr.R.P.G.M.C Tanda is desirous of 'Vehicle Parking Services Contract at designated parking spaces of Dr.R.P.G.M.C. Tanda 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 agency's acceptance of the award ;

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 DRPGMC will be with effect from \_\_\_\_\_

IN WITNESS whereof the parties here to 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 Dr.R.P.G.M.C )

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

Tender No: - **HFW-H(DRPGMC)RKS/MS/Parking -30****V. FINANCIAL BID****FOR VEHICLE PARKING SERVICES CONTRACT AT DRPGMC Kangra at Tanda**

<b>Sl. No</b>	<b>Name of Service</b>	<b>Amount quoted per Annum &amp; GST will be Extra at the applicable rates.</b>
<b>(a)</b>	<b>(b)</b>	<b>(c)</b>
1	To manage the Vehicle Parking Services round the clock as per the tender terms and conditions on specified locations ( <b>Annexure–A</b> ) of DRPGMC 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 State Govt. rates applicable at Himachal Pradesh, ESI, EPF and all other statutory labour laws.

I/we also declare that, I/we will abide by all the rules and regulation of Dr. R.P.G.M.C, if awarded the Tender. I/we are also aware that the Principal-cum-Chairman RKS on the recommendation of Medical Superintendent RKS, Dr. R.P.G.M.C Kangra at Tanda 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:**