



# उ.प्र. ग्रामीण चिकित्सा विज्ञान संशोधन संस्थान

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## U.P. Rural Institute of Medical Sciences & Research

Saifai, Etawah – 206 301

Phone: (05688) 276563. Fax: (05688) 276509. Website: www.rimsnr.ac.in

**Tender No. 4748/RIMS&R/2010-11 dated: 17 March 2011**

### **TECHNICAL BID FOR VEHICLE/CYCLE STAND TENDER**

#### **Application Form for Grant of License for Vehicle/Cycle Stand in Hospital Premises (Reserved for Scheduled Caste Category)**

| S. No. | Information Required   | Details  |
|--------|--|--|
| 1      | Name of the Candidate/Individual/Applicant/Tenderer  |  |
| 2      | Name of the Candidate/Individual/Proprietor/Partnership Firm/Agency if any and its Prop./Partner (If a partner of the partnership firm belongs to Scheduled Caste category, the copy of registered partnership deed must be enclosed).                         |  |
| 3      | Caste Certificate of the Candidate/Individual/Proprietor/Partners belonging to Scheduled Caste category duly attested by a Gazetted Officer.   |  |
| 4      | Domicile Certificate of state of U.P. of the Candidate/Individual/Proprietor/Partners issued by competent authority  |  |
| 5      | Telephone No.  |  |
| 6      | Postal Address   |  |
| 7      | Permanent Address  |  |
| 8      | Details of experience with supporting documents and satisfactory performance at previous places/organization (min. experience of 1 year regarding car/scooter/cycle stand parking) issued by head of the organization.   |  |
| 9      | Candidate/Individual/Firm/Agency/Tenderer should have not been blacklisted in any organization/institution (Enclose notified affidavit)  |  |
| 10     | Bankers reference with Bank A/c no. with the bank statement of last year till March 2010 as a proof of financial capacity of minimum Rs. 5,00,000/- per annum. (Please attach bank statement and passbook's attested copies).                                  |  |
| 11     | Candidate/Individual/Tenderer/Firm/Agency's PAN No. (Please attach copy of PAN Card).  |  |
| 12     | Candidate/Individual/Tenderer/Firm/Agency's Service Tax Registration No.   |  |
| 13     | Candidate/Individual/Tenderer/Firm/Agency must specifically indicate that he/she has never been prosecuted in a criminal case and there is no civil or criminal case pending in any court of law against them. (An affidavit duly notarized must be attached). |  |
| 14     | Earnest Money:-<br>Please enclosed earnest money of Rs. 12,000/- (Twelve Thousand Only) in the form of TDR/FDR in favour of Finance Officer, RIMS&R, Saifai, Etawah valid for at least one year as per the details mentioned along side.                       | TDR/FDR No. _____<br>Date of Issue _____<br>Issuing Bank _____ |
| 15     | Name of two referees:<br>(Not related to tenderer who can verify the identity and details of tenderer or the firm on Rs. 10/- non judicial stamp paper)  |  |
| 16     | Character Certificate issue by the District Magistrate.  |  |



# उत्तर प्रदेश ग्रामीण चिकित्सा विज्ञान संशोधन संस्थान, एतावा

सं. १७७, बकस रोड, एतावा - २०६ ३०१

## U.P. Rural Institute of Medical Sciences & Research

Saifai, Etawah – 206 301

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### Declaration by the tenderer:-

1. I / We declare that I / We have read and understood the enclosed terms and conditions of the License applied for and that I / We agree to them.
2. I / We, am / are aware that the Institute reserves the right to form a panel of more than one suitable tenderer apart from the one whose application is accepted, Earnest Money of the two tenderer shown in the panel will be retained for a period of one year from the date of opening of tender without interest and the institute may request the next impaneled tenderer to undertake the above mentioned work on one month notice during the said period of one year. In case, I / We being on the aforesaid panel refuse to undertake the work when called upon by the Institute at the discretion of its Director the Earnest Money will be forfeited by the Institute.
3. I / We undertake that rates for parking from the public will be charged as per the terms and conditions enclosed with the application form.

**Name of the Tenderer  
Seal if any**

Date:

Place:

Enclosures:

**Latest Passport size photograph of the tenderer duly  
attested by A Gazetted Officer to be affixed here**



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**INSTRUCTIONS TO THE TENDERER**

1. The tender form will be filled legible with ink or typed.
2. The rates and amount in the Financial bid (Part-B) must be quoted in figure as well as in words. Any overwriting cutting or alteration must be legible & signed by the tenderer.
3. **Technical bid (Part-A) and Financial bid (Part-B) must be sealed in separate envelope and put in another envelope together.**
4. Initially the License will be granted for one year only.
5. The entire tender document must be signed by the tenderer.
6. Only those parties who successfully qualify the technical bid will be allowed to participate in further tendering process.
7. Failure to fulfill any of the conditions given in Technical bid (Part-A) and Financial bid (Part-B) or tender documents shall lead to rejection of tender.
8. The tender form duly filled with necessary certificate / enclosures submitted by Registered Post / Speed Post in a sealed envelope addressed to the Director, RIMS&R, Saifai, Etawah and superscribed thereon "Application for Grant of License for Cycle / Scooter / Car Stand in Hospital Premises".

**LAST DATE FOR SUBMISSION OF COMPLETED TENDER FORM IN THE OFFICE OF THE  
DIRECTOR, RIMS&R, SAIFAI, ETAWAH, U.P. IS 25.04.2011 UPTO 5:00 P.M.**



# उ.प्र. ग्रामीण चिकित्सा विज्ञान संशोधन संस्थान, एतावा

एतावा, उ.प्र. - 206 301

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U.P. Rural Institute of Medical Sciences & Research, Saifai, Etawah is a 550 bedded hospital at present. Soon number of beds will be increased upto 750. At present approximately OPD Patient attendants are 1200 per day (including new and revisit patients) and at present approximately 400 patients remain admitted per day. Licensee will not charge for parking of the vehicles from the employees & students of this institute.

**Terms & conditions for License for Cycle, Scooter, Car Stand of the Institute, which are compulsory for the Bidder to Accept.**

**1. PERIOD OF LICENCE**

The contract will be for a period of one year. However, contract may be extended on yearly basis for next two years by the Director subject to satisfactory performance. However, it shall be with the consent / written request by the tenderer in this regard at least three months prior to the expiry of the contract awarded.

2. The minimum license fee for the stand is fixed as Rs. 7,500/- per month. The tenderer are desired to submit sealed offer **above Rs. 7,500/- license fees per month**. The institute will not be liable for payment of Service Tax etc. for this purpose. It will be the sole responsibility of the licensee to ensure compliance of norms applicable as per rule.

3. Earnest money of Rs. 12,000/- (Rs. Twelve Thousand Only) in the form of TDR / FDR valid for one year issued by any Nationalized Bank to be pledged to the Finance Officer, RIMS&R, Saifai, Etawah to be enclosed alongwith technical bid which the tender will be summarily rejected.

4. The earnest money will be forfeited if on communication of award of the tender, the tenderer fails to accept the offer or does not start operating stand within the prescribed time given in the award letter.

**5. SECURITY MONEY**

For due performance of his obligations under the contract the successful tenderer (henceforth called as Licensee) shall have to deposit Rs. 1,00,000/- as security money in the shape of FDR/TDR valid for a minimum period of 18 months of any Nationalized Bank free of interest, which shall be refunded to him within six month after expiry of the contract or its termination, as the case may be after adjustment of all the dues of interest or damages of any kind, if any.

**6. STAMP DUTY**

In case of the acceptance of the offer by the Licensee, an agreement shall be required to be executed on Non Judicial Stamp Papers worth a value to be governed by prevailing Government Norms. Thus, the Non Judicial Stamp Papers would be provided by the Licensee.

**7. PAYMENT TERMS**

The license fee for whole year will be deposited in two parts, 50% of the total License Fee will be deposited before signing the agreement in the form of demand draft and remaining 50% within three months from the date of start of the contract positively.



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### 8. CHARGES

The licensee shall be allowed to charge the following parking rates from the public:

**For each 24 hours**

- |     |   |                       |
|-----|---|-----------------------|
| (a) | <b>FOR EACH CYCLE</b>                         | <b>Rs. 2.00 only</b>  |
| (b) | <b>FOR EACH MOTOR CYCLE / MOPED / SCOOTER</b> | <b>Rs. 5.00 only</b>  |
| (c) | <b>FOR CAR / OTHER VEHICLE</b>                | <b>Rs. 10.00 only</b> |

The above rates shall be prominently displayed by the contractor at the entrance or any other place, designated by the Institute. The Licensee will provide free of charges parking facilities to all employees and students of this institute at parking place provided by the institute's authorities for this purpose and take necessary actions for safety & security of their vehicles, including issuing of different tokens to them.

9. If any vehicle kept at the stand, is not taken back on the same day, after one night the charges at the above rates shall be charged for each extra day. Day for this purpose will be 24 hours from the time of parking. The above rates will be inclusive of all taxes.

### 10. TOKEN

Token will be given by the licensee at its own cost as prescribed below to the person who parks his / her vehicles. The rate of parking will be printed on the token. A token will be given as against parking the vehicle at the stand.

| Book No.  | S.No. | Rate | Book No.  | S.No. | Rate | Book No.  | S.No. | Rate |
|---|-------|------|---|-------|------|---|-------|------|
| Vehicle No.<br>Date:                      Time:                                   |       |      | Vehicle No.<br>Date:                      Time:                                   |       |      | Vehicle No.<br>Date:                      Time:                                   |       |      |
| Contractor's Copy<br>RIMS&R, Saifai, Etawah                                       |       |      | Vehicle Copy<br>RIMS&R, Saifai, Etawah  |       |      | Depositor's Copy<br>RIMS&R, Saifai, Etawah  |       |      |
| Valid for 24 hours from the time of parking beyond that equal additional charges. |       |      | Valid for 24 hours from the time of parking beyond that equal additional charges. |       |      | Valid for 24 hours from the time of parking beyond that equal additional charges. |       |      |
| Seal/Signature of Contractor/<br>Representative/Firm                              |       |      | Seal/Signature of Contractor/<br>Representative/Firm                              |       |      | Seal/Signature of Contractor/<br>Representative/Firm                              |       |      |

In case of loss of a token by the visitor for the required vehicle, the Licensee will charge Rs. 10/- as cost of token and only after proper verification from the vehicle register / identity card, the vehicle will be handed over to the visitor. This condition will be printed on the back of the token also.

### 11. ELIGIBILITY

**The tender is reserved for Scheduled Caste category. Therefore, the proprietor/partner of the firm must belong to the scheduled caste category and the caste certificate of the proprietor/partner duly attested by gazetted officer must be enclosed with technical bid. In case of partnership firm, a partner must be of scheduled caste category and the registered partnership deed must be enclosed with the technical bid.**

- A. The tenderer should be capable of undertaking the work at short notice.  
B. The tenderer should furnish proof of adequate financial capability to undertake the job.



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सं. 206/301/2017

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12. The tenderer shall have to keep check the Cycle / Scooter / Car Stand open round the clock for 24 hours on all days including holidays.
13. Assessment of total number of Cycle / Scooter / Car et may be personally done by the tenderer before submitting this application. The existing parking space for Cycle / Scooter / Car stand may be increased or a separate parking place, if required, may be provided by the institute on satisfaction of the said requirement.
14. The tenderer will enclose two passport size photograph alongwith duly verified address attested by a gazetted officer with the technical bid.
15. **FACILITIES**

The RIMS&R, Saifai, Etawah will provide facilities like adequate space for vehicles stand, first repair of existing stand if any. The existing parking space is available in front of emergency OPD which may be changed and separated in two or more s, one for public and others for staff and students, depend on the needs of the institute and decision taken by the competent authority in this respect. The licensee is liable to keep clean and maintained the allotted parking place at own cost.
16. **MINIMUM WAGES TO THE WORKER**

All the workers engaged by the Licensee, shall be the workers of the Licensee and the RIMS&R, Saifai, Etawah shall not be responsible for their salary and any other benefits admissible to them under any act. If any liabilities develop on any account, the same will be reimbursed by the Licensee to the Institute. The Licensee shall pay to its workers minimum wages as per law through **A/c payee cheques only** and provide benefits to the worker such as not less than the minimum wages stipulated under the minimum wages act 1948 applicable to same categories of worker working in similar establishment. The Licensee shall indemnify the Institute against any claim under the payment of wages Act, 1936 and or under Minimum wages Act 1948 or any other statutory obligation or arising out of any other Act or Acts by or on behalf of any person employed by the Licensee. The proper records will be maintained by the Licensee with respect to the above, which would be subject to check from time to time by the authorized representative of the Institute / Govt. The Licensee shall bear the liabilities of its worker. The worker employed by Licensee will not be entitled for any claim whatsoever from the Institute under any provision of Law. The Licensee shall have to abide by all labour laws and other statutory provision issued by the Govt. from time to time with regard to contracts and engagement of contract labour.
17. The Director of the Institute has the sole right to accept or reject any or all tender without assigning any reasons therefore.
18. The licensee shall submit complete details of its work , their names, father's name full residential address viz. House No., locality, police station & District etc., both local and permanent to the Institute, before start of the work for verification of their antecedents by the police. Only those workers of the licensee whose antecedents have been verified will work on the site. They will carry the pass with their respective photograph certified by the licensee, a copy of which will be deposited in the office of the Institute.



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19. The licensee will provide adequate number of manpower or rendering the above services. There person engaged by him, will be in proper uniform and with nameplates and shall cordial and disciplined in their behaviour.
20. The licensee shall provide its staff on 3 gates of the institute i.e. Emergency Gate, Gate near PRA and Gate in front of Auditorium in proper uniform and name badges. is staff will ensure that the vehicle entering from these gates should be parked in the stand only. At emergency gate the staff availability will be for 24 hours whereas on other 2 gates the staff will be made available by the licensee from 7:00 AM to 10:00 PM.
21. No damage shall be paid by the Institute for any loss of vehicle incurred by the Licensee on account of fire, arson, curfew strike, and any natural calamities and thefts etc. The licensee shall be responsible and shall be liable for any loss or damage of cycle / scooters / motor cycles / car / moped etc. while parked, and shall sett all such claims with owner of the vehicle directly. In case no settlement is arrived at etween the licensee and the owner of the vehicle then such dispute may be referred by the aggrieved party or his duly authorized nominee for arbitration to the Director, and the decision of the Director or his nominee in such matters shall be final and binding on the Licensee.
22. The licensee and his employee shall obey all orders and instructions issued by the Director or his nominee or any other officer on his behalf from ti to time. Workers employed by the Licensee, shall have to be removed, if not found suitable by the Institute. The licensee will get police verification for their employee, employed & posted for parking work and provide its copy to the institute within one month of takeover.
23. The licensee shall be solely liable and responsible for all acts, of omission and commission of his employee, during their employment for the work under the License. The License will bear all liability whatsoever. The Institute will bear no liability whatsoever for any loss or damages, thefts caused to public or his worker in the Car / Scooter / Cycle stand operated by the licensee. The licensee will be responsible for the theft/damage o the parked vehicles of the staff/students caused due to the negligence of the licensee and the cost of the vehicle as per rules shall be recovered/adjusted from the security money deposited by the l nsee.
24. The licensee shall fix Notice Board measuring 3'X2' at his own cost and display rates to be charged per vehicle.
25. The License shall not be transferred or assigned or sublet the contract to any other person/party. In such an eventuality the License will med to have been cancelled and security money deposit will be forfeited.
26. **PENALTY CLAUSE**  
Non compliance of the terms and conditions of License will entail imposition of penalty as may be decided by the Director or his nominee upto Rs. 500/- for every such non compliance. If licensee is found charging more than the stipulated rate, the contract may be terminated without notice.
27. The termination of License in the manner aforesaid due to non performance / unsatisfactory performance of work by the licensee, will in no way affect the liability of the licensee for losses that the institute or the public may suffer during the remaining period of License.



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28. It will be the sole responsibility of the licensee to abide by the provisions of the following acts as to the workers engaged by him for performance of the contract:
- Child Labour (Prohibition and Regulation) Act, 1986.
  - Workmen's Compensations Act, 1923.
  - Industrial Employment (Standing Orders) Act, 1946.
  - Contract labour Abolition and Regulation Act, 1970.
  - Minimum Wages Act, 1948.
  - Worker Provident Funds and Miscellaneous provision Act 1952.
  - Worker State Insurance Act, 1948.
  - Any other Act or Legislation, which may govern the nature of the contract and / or being issued by Govt. from time to time.

Any financial liability arising to the Institute under this contract shall be deducted from the security money of the licensee. There would be no liabilities of any kind on the Institute towards the workers of the licensee.

### 29. SETTLEMENT OF DISPUTE AND ARBITRATION

In the event of any dispute or difference arise between the parties relating or concerning to interpretation of the contract or any alleged breach thereof or any matter relating to this contract, the same shall be settled by the parties as far as possible by mutual discussions and consultation between themselves. The dispute shall be settled whether the same has arisen during the subsistence of this contract or thereafter.

In the event of any dispute or differences arising in connection with this agreement whether during the subsistence of the contract or there after not being settled in aforesaid manner, the matter shall be referred to the Director, RIMS&R, Saifai, Etawah or his nominee for arbitration whose decision shall be final and binding on the parties. The proceedings before the arbitrator would be governed by the provision of the **CONCILIATION AND ARBITRATION ACT, 1996**.

That during the proceedings of any in house investigation or inquiry it shall not be open to either of the parties to be represented through a lawyer.

30. The Institute will not take responsibility of forcing the licensee to keep their vehicles with the licensee. However, security staff may remove vehicles parked at unauthorized place in the campus and deposits them in the vehicle stand. In such cases, the vehicle will be returned to the owner after proper verification and payment of usage charges of the stand, with a token fine of Rs. 10/- by him.
31. Any loss of Cycle / Scooter / Motor Cycle / Three and four-wheeler kept under the custody of the licensee shall have to be made good by the licensee within a period of one month and also losses not covered by the Insurance. The compensation will be at original cost of vehicle minus 15% depreciation for every year of use.
32. In case of rioting by visitors and causing damage to parked vehicles within the enclosures, police help may be obtained by the licensee under the intimation of Institute.
33. If it is found at any time that the documents produced by the licensee are forged, suitable legal action will be taken against the licensee for which the licensee will be the sole responsible and the institute will be in no way responsible for that.



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### 34. EXPERIENCE

Minimum one year of experience in running Cycle / Moto Cycle / Scooter / Car Stand in any Government or Semi Government / Large Private Organisation / Hospital / Institutions.

### 35. VALIDITY OF THE OFFERS

The initial validity of the offer is 120 days from the opening of technical bid.

### 36. NOTICE PERIOD FOR TERMINATION OF CONTRACT

Either party shall be entitled to terminate the agreement after serving three-month notice in writing to the other party regarding termination of agreement. However, the tenderer given the contract shall continue the maintenance work even after expiry of the notice period of three months till an alternative arrangement is made by the Institute.

### 37. TERMINATION OF AGREEMENT

After giving opportunity of being heard to the successful tenderer, Institute may terminate/cancel the agreement on the following grounds :-

- A. Breach of anyone or all terms and conditions of agreement.
- B. Non-performance or unsatisfactory performance of work.

38. If the licensee fails to take the work in stipulated time as per award letter, the issued award letter stands cancelled and EMD also will be forfeited.

### 39. SUBMISSION OF TENDER DOCUMENTS

**Tender For Cycle / Scooter / Car Stand in RIMS&R, Saif Etawah, separately in two parts: (1) Technical Bid (Part-A) in envelope 'A' and (2) Financial Bid (Part-B) in envelope 'B'. Both the parts should be sealed separately, mentioning the name of the Bid. Both the bids must be sealed together in the large envelope 'C', addressed to "The Director, RIMS&R, Saifai, Etawah" mentioning on the top "Tender for Cycle / Scooter / Car Stand in RIMS&R, Saifai, Etawah,"**

39. The Tender documents with all particulars must reach the Director, RIMS&R, Saifai, Etawah upto **5:00 P.M. on 25.04.2011**. The tenders shall be opened on **27.04.2011 at 3.00 P.M.** in the presence of the tenderers or their authorized representative in the Committee Room, Administrative Block of the Institute. In case of holiday, the tender will be opened on the next working day at the same time and place.



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**ACCEPTANCE**

I \_\_\_\_\_ son of \_\_\_\_\_  
resident of \_\_\_\_\_  
who is Candidate/Individual/Proprietor/Partner/Director etc. of M/s \_\_\_\_\_

\_\_\_\_\_

have read and understood the contents of the foregoing paragraphs with sound mind and without any pressure from any quarter. If any documents or information furnished with tender is found forged or fabricated at any time, the Institute has full right to terminate the contract and forfeit my/our EMD or Security Deposit.

I am putting my signature and seal of the organization as a token of acceptance to the above.

**SIGNATURE OF THE TENDERER  
WITH SEAL AND ADDRESS**

Place:

Date:

Enclosures:



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**Tender No. 4748/RIMS&R/2010-11 dated: 17 March 2011**

**FINANCIAL BID FOR VEHICLE/CYCLE STAND TENDER**

LICENSE FEE RS. \_\_\_\_\_ IN WORDS RUPEES \_\_\_\_\_  
\_\_\_\_\_ PER MONTH.

**SIGNATURE OF THE TENDERER  
WITH SEAL AND ADDRESS**

Place:

Date:

**Note:** Before quoting the amount of License Fee in above Financial Bid, the tenderer is desired to read carefully all relevant terms and conditions of the tender document.