

TERMS CONDITIONS
&
SPECIFICATIONS
OF
TENDER FOR PARKING SERVICES IN
AL-AFIA CIVIL HOSPITAL MANDIKHERA,
MEWAT 2016-17

TERMS AND CONDITIONS OF TENDER

It is the endeavor of the District Health Administrations to provide good quality Parking facility to all the patient and their relatives in AL-Afia Civil Hospital, Mandikhera, Mewat here by referred to District Health Administration or TIA(Tender inviting Authority)

Civil Surgeon Mewat invites sealed quotations through E-Tendering System from reputed contractors also referred to as 'The Services Provider' for carrying out parking services. The proposed parking contract will be for one year from the date of issue of award letter which may be extendable for further period of one year on mutually agreed terms if the work and conduct of the service provider is satisfactory.

1.0 GUDIELINES FOR SUBMISSION OF TENDER OFFERS

1.1 DELIVERY OF TENDER/BIDS

The service provider ' shall on or before the date and time given in the notice inviting E-Tender, submit his bid in two covers parts Cover A (Part A- Comprising of Tender fee, Technical Bid and Earnest Money Deposit) and Cover B (Part B comprising of BOQ/Financial /Price bid) each part in a separate cover as under:-

Cover A (Part A) the technical bid shall be placed in cover A duly super scribed as "Technical Bid Parking CS/MWT/2016-17 due at 12:00am on 24.08.2016

Cover B (Part B) the BOQ/Financial/Price Bid shall be placed in cover B duly super scribed as "Financial Bid/Parking/CS/MWT/2016-17 due at 12:00 mid day on 24.08.2016.

Cover A (Part A comprising of tender fee, Technical Bid & Earnest Money deposit) should be put in another envelope which will form the main cover. The main cover shall be submitted and addressed to this office viz. Office of Civil Surgeon Mewat in hard copy. The outer most cover should clearly subscribed tender for parking services in Al-Afia Civil Hospital Mandikhera due at 05:00pm on 24.08.2016 and mentioning the word not to be opened before the due date and time.

The hard copy main cover should bear the name and the postal address of the bidders and shall bear the address of this office as given above. The time and date opening of BOQ/ Financial/Price bids will be intimated to the tenders letter through E-Tendering procedure only to those bidders who qualify technically after evaluation of technical bids. The bids shall be kept valid for acceptance for 180 days after opening the technical bids. TIA will not be responsible for my postal delay or any other cause that may lead to delay in the receipt of documents in this beyond the stipulated date and time stated in the tender document.

Note:- The bidders will have to submit all the required documents for "Cover A" online as well as in hard copy also were as "Cover B"i.e. BOQ/Price/Financial Bid is required to be submitted online only. It is made very clear that documents uploaded on the web based will only be considered for Pre-Qualification/Technical Bid Evaluation.

NOTE:-

(a) For Hard Copy:

The original copy of tender, duly completed and signed on each page should be submitted enclosed O/o Civil Surgeon, Mewat.

In a double cover in a due procedure mentioned above. The BOQ/Financial/Price bid (Annexure B) MUST NOT BE SENT IN THIS COVERS AS HARD COPY AND SHOULD BE SUBMITTED ONLINE ONLY.

(b) For online submission:

Only the procedure or E-Tendering System will have to be followed. Your tender must reach this office on submitted online not later than the date and time notified in the Notice inviting Tender stated in the schedule to tender. Any tender received after that shall be rejected in the event of the stipulated date of opening of the tender being declared a closed holiday for Govt. office the date of opening of the tender (s) will be the next working day.

PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN:

- i. ALL tenders should remain valid for acceptance for a period of 180 days from the date of opening of the tender or for such period as stated in Special Terms & conditions.
- ii. The rates once frozen shall be valid initially for a period of one year from the date of award of contract subject to continuous satisfactory performance and on failure on this aspect by the contractor the competent Authority will reserve the right to terminate contract.
- iii. Quotations qualified by such vague and indefinite expressions such as "subject to immediate acceptance" subject to prior sale" etc. will not be considered.

OPENING OF TENDER

The tender shall be opened online on the date and time mentioned here in elsewhere in the document. All tenders and/or their representatives, if they should desire may be present at the opening of the tender at the date and time as specified in the schedule in the O/o Civil Surgeon, Mewat.

Tender must be submitted online and also in hard copy and reach this office not later than the date and time notified in the tender notice stated in the tender document. Any tender received after that date and time so notified shall be rejected. In the event of the stipulated date of opening of the tender being declared a closed holiday for Govt. officers, the date of opening of the tender(\$) will be the next working day. Tender sent by hand delivery shall be delivered at this office not later than the last date and time stipulated in the schedule of NIT.

PRICES:

The rate should be quoted in original sheet of Annexure B. Price must be clearly shown in figures and words in Indians Currency. Quoting of rates in any other sheet will not be acceptable.

DELIVERY TERMS

- a) The delivery of the stores/execution of work/activity/providing the services etc. are required within a period as specified and as the place mentioned there in.
- b) The tenderer shall deliver the stores execute the work/activity at the destination/space defined to the consignee/authority in good order (of which the Civil Surgeon, Mewat shall be the sole Judge) within the limits of the time as deemed reasonable and specify in such quantities/qualities as may be orders by him from time to time.
- c) Time for and date of delivery: The essence of contract- The time for and the date of delivery of the stores/ date of execution of work activity as stipulated in the DNIT schedule shall be deemed to be the essence of contact and delivery execution must be completed no later than the date (s) specified.

Civil Surgeon, Mewat reserves the right allow additional time under special circumstances such as strikes lockouts, fire accidents, notes etc.

Technical Bids shall be opened first and will be evaluated technically. The Financial Bid of the technically accepted Tenderers only will be opened, the date of which will be notified to the Technically Qualified Bidders only.

1.2 LAST DATE/TIME OF RECEIPT OF TENDERS:-

Tenderers must ensure that their tender bids are dropped in the tender box at the O/o CS, Mewat by 12:00PM on 24.08.2016

In case the tender bid is posted the tenderer should ensure that the same reaches O/o CS, Mewat by 5:00pm on 24.08.2016.

Tenders received after the due date and time shall be rejected and returned un-opened by O/o Civil Surgeon, Mewat.

1.3 Tender should be addressed to:
Civil Surgeon
Mewat

1.4 Date of Technical Bid Opening: The technical bids will be opened in the presence of the intending tenderers at 11:00 AM on **29-08-2016** in the room of Civil Surgeon, **Mewat**

(In case the date of technical bid opening happens to be a holiday, the bids will be opened on the next working day at the same time).

1.5 Date of financial Bid Opening: The date & time will be intimated subsequently only to the technically qualified tenderers.

1.6 Tender bid should be submitted online and the hard copies should either be delivered in person to be dropped in the tender box or sent only by Registered Post/Speed post/Courier. Telegraphic/Telex/Fax/email quotations will be summarily rejected. Civil surgeon **MWT** will not be responsible for any delay(s) including postal and force majeure.

1.7 Tenderers are requested to study the terms and conditions of the tender carefully, and then submit their tenders accordingly. Any tender/quotation received against this tender and any contract resulting from this tender shall be governed by the terms and conditions indicated in the tender document and the tenderer quoting against this tender shall be deemed to have read, understood and accepted the same. No clarification shall be entertained after receiving the bids.

1.8 Quotation must be submitted giving complete details as sought in the enclosed Annexures.

1.9 Each page of the offer should bear the signature, name and title of the person signing the offer with date and rubber stamp of the Contractor, if applicable.

1.10 The total amount quoted should be written both in figures and in words. In case of any discrepancy between the two, the amount mentioned in words will prevail in INR.

1.11 Tender document is not transferable.

1.12 Bids, which do not comply with the conditions laid down in the tender document, are liable to be rejected straight away.

2.0 TERMS AND CONDITIONS OF THE TENDER

- 2.1 Tenderer should PAY a Demand Draft of Rs. 2000/- (Rupees **Two**thousand) in favour of **DH&FW Society Mewat** towards cost of the tender document at the time of submission of the tender document. Bids without Tender Document cost shall be rejected out rightly.
- 2.2 District Health Administration, **MWT** reserves the right to reject/accept any or all the tender(s) without assigning any reason whatsoever.
- 2.3 District Health Administration, **MWT** reserves the right to award the contract to deserving parties either in full or in parts. The decision of Civil Surgeon, Ynr shall be final and binding.
- 2.4 District Health Administration, **MWT** reserves the right to change the specifications, terms & conditions of the tender at any stage before commencement of contract.
- 2.5 District Health Administration, **MWT** reserves the right to terminate the contract without assigning any reason what soever after giving one month's advance notice.
- 2.6 Bids should be complete in all respects and incomplete bids shall be summarily rejected.
- 2.7 Any falsification/suppression of information could lead to the disqualification of the tenderer.
- 2.8 Any tenderer found influencing, canvassing in any form or intimidating is liable for disqualification.
- 2.9 Tenderers are advised to read and understand all the technical and financial implications of all the terms and conditions of the bid, understand the magnitude of the job involved before submitting their bid. Clarifications with respect to the tender may be sought till one day before the last date for submission of tender bids and it may be noted that O/o Civil Surgeon, **MWT** is not responsible for the delay whatsoever..
- 2.10 Tenderers may also visit the O/o Civil Surgeon, **MWT** during office hours on all working days for this purpose with prior appointment, from Hospital (Administration) on the above telephone number.
- 2.11. Where the tenderer makes counter terms and conditions of business, the tender shall not be deemed responsive, unless District Health Administration, **MWT** in its discretion, may give specific written acceptance thereof.
- 2.12 The successful tenderer will commence the services within Seven days from the receipt of the award of the contract or from the date indicated by District Health Administration, in the award contract.
- 2.13 In case of additional services of similar in nature required during the contract period, the same has to be provided at the contract rates only. Similarly District Health Administration, **MWT** reserves the right to curtail the requirement, if necessary.
- 2.14 In case the tender is awarded , the tenderer will have to deposit the approved quoted rate on 8th of every month or before 8th of every month if that day happens to be a holiday.
- 2.15 The contract will be governed by Civil Surgeon's Terms & Conditions of Tender and also the Award issued by CS or Agreement, between the parties.
 - a) The EMD must be enclosed only with the Professional (Technical) Bids, as, Only the Professional (Technical) Bids will be opened first. Bids not accompanied with EMD amount in prescribed manner will be summarily rejected.

3.0 CRITERIA FOR SHORTLISTING:

- 3.1 Valid Pan No. Certificate to be submitted if pan no is not applied then the same has to be done within 15 days
- 3.2 Necessary documents supporting the above should be submitted along with the technical bid.

4.0 INSTRUCTIONS TO THE TENDERERS:

- 4.1 Quotation must be submitted giving complete details using enclosed tender papers duly signed on all the pages.
- 4.2 The entire schedule of the tender should be quoted for and the quote should be unconditional, failing which the tender bid will be rejected.
- 4.3 The scope of services proposed should not be altered and if found altered, the tender bid is liable to be rejected.
- 4.4 Each page of the Tender should bear the signature, date, name and designation of the person signing the offer and a rubber stamp indicating the name, of the firm, Company or individual as the case may be.
- 4.5 Bids containing erasures or alterations will not be considered, unless authenticated by the authorized signatory.
- 4.6 The total amount should be written both in figures and in words and if there is any discrepancy between the two, the lowest amount will only be taken into account.
- 4.8 Bids, which do not comply with the above conditions, are liable to be rejected.
- 4.9 District Hospital Administration shall be under no obligation to accept the highest tender and shall be entitled to reject any tender without assigning any reason whatsoever.

5.0 EARNEST MONEY DEPOSIT

- 5.1 Tenderer should submit an EMD equivalent to 10,000/- (Rupees Ten Thousand only). EMD amount should be submitted by way of a crossed demand draft favoring **DH&PW Society Mewat** amount will be returned interest free to the unsuccessful tenderers after 3 months from the closing date of the tender or whatever time as decided by the District Hospital authorities after the award of the contract whichever is later or as decided by the Civil Surgeon **MWT**
- 5.2 In case of successful tenderer, EMD will be returned interest free on submission of Security Deposit.
- 5.3 The EMD amount will be forfeited to the O/o Civil Surgeon in the following cases: -
 - a) If, after award of the contract, the tenderer fails to commence the service/supply, in accordance with the terms and conditions of the contract.
 - b) Any unexcused delay in providing services will not only warrant forfeiture of EMD amount but also closure/ termination of the contract for default, entailing liability for compensation to O/o CS.
 - c) If the tenderer withdraws the tender during the validity period of the quotation.
- 5.4 If at any time during the performance of the contract, should the Contractor encounter compelling conditions for its failure to render timely performance of service, it shall promptly notify District Hospital Administration in writing the fact of its default cause of delay and likely duration of restoration of services. The District Hospital Administration will evaluate the situation and at its discretion, extend contractor's time for performance, subject to levy of Damages.

6.0 DURATION OF THE CONTRACT.

6.1 The contract will be valid for a period of one year from the date of issue of award letter. However, in order to evaluate the performance and services, the tenderer will have to complete satisfactorily probationary period of 2 months. Only if the services are found satisfactory during the period of probation, then the contract will be confirmed.

Thereafter on reviewing the satisfactory performance for the first 1 year, the contract may be extended for further 1 year, totaling to 2 years duration. **No changes in prices or conditions are normally allowed.** If a need due to extra ordinary conditions arises District Hospital Administration may consider an increase/ decrease in the monthly rates of the contract. However, this will be at the sole discretion of District Hospital Administration. The methodology that will be followed for such increase will be scientific and based on price index or Govt. notification or the likes whatever applies. -

7.0 RESPONSIBILITIES OF TENDERER

7.1 In case it is found by District Hospital Administration that any property material or asset of **DH&FW Society** Campus is lost or put to loss/ damage due to the negligence of the tenderer or any damage or loss due to lapse or failure to carry out pre-scheduled maintenance work or contractual obligation the tenderer will be held fully responsible to reimburse the cost of the loss/ damage so incurred. The decision of District Hospital Administration as to loss caused by negligence of the tenderer shall be final and binding on the tenderer.

7.2 Sufficient manpower should be provided by the tenderer on all days of the week.

DH&FW Society Administration is committed to provide high quality parking facility to all of its patients/their relatives as well as all the hospital employees. In this respect, it has formed Hospital Quality Control Committee to carry out periodic quality inspection and quality audit of the running of the parking services and the contractor is expected to adhere to the audit observations of the Hospital Quality Control Committee and comply with the same.

7.3 In case any of workmen suffers any injuries /damages or meets with an accident in **DH&FW Society** premises during discharge of duties or journey in the course of performance of duties the entire cost of medical expenses and compensation under Workmen's Compensation Act etc., should be borne by the tenderer.

7.4 **The Tenderer shall strictly adhere to all the statutory regulations, as applicable.**

7.5 The tenderer will strictly observe and follow the statutory regulations like the Contract Labour (Abolition & Regulation) Act, Payment of Wages Act, MCD Regulations, Provident Fund Act, Employees State Insurance Scheme, Minimum Wages Act, Workmen's Compensation Act and all other relevant statutory regulations during the period of the Contract, cover its personnel with appropriate insurance, etc. The Contractor shall be solely responsible for its failure to fulfill these statutory obligations and shall indemnify Civil Surgeon, **MWT** against all such liabilities, which arise or likely to arise out of your failure to fulfill such statutory obligations. Contractor shall inform District Health Administration the names and all details of persons engaged for this work. All documents,

registers pertaining to this contract shall be maintained meticulously and should be provided to District Hospital Administration on demand

- 7.6 The Tenderer shall maintain record of jobs carried out by it. He shall maintain such records like log book, wage register, attendance register and all other statutory records and produce it on demand by District Hospital Administration.

8.0 Performance SECURITY DESPOSIT

- 8.1 In order that the Tenderer fulfils the above obligations under the terms of the contract, it shall provide performance security of an amount equivalent to 20% of the annual tender amount to CS MWT by way of Demand Draft to be deposited in the office of CS, MWT in the Accounts section.
- 8.2 In case of default by the contractor, he shall be held liable to pay Compensation/Damages to District Hospital Administration in accordance with law. Any fraudulent or fictitious bills raised by the Contractor shall result in termination of the contract resulting in encashment of security/ bank guarantee and debarring the party from participating in any of Civil Surgeon's tenders, apart from its liability to pay compensation for the loss suffered by District Hospital Administration. If any term and condition of the contract is violated, by the Tenderer District Hospital Administration reserves the right to terminate the contract at risk and cost of the tenderer, after giving seven days advance notice.

9.0 General

- 9.1 Disputes, if any arising out of the above contract will be referred to courts having jurisdiction over Nuh city only.
- 9.2 All other terms and conditions of the contract will be as per the enclosed detailed terms and conditions.
- 9.3 This hospital has staff strength of about 250-350 employees in addition to around 1500 patients who attend OPD daily plus all the patients coming in the emergency & their relatives.
- 9.4 Parking for Civil hospital staff/employee, staff/employee of Civil Surgeon office or any other Govt./ VIP personal visiting the hospital will be free of cost
- 9.5 The weightage will be given to each item for financial-evaluation which will be worked out by the committee approved by District Hospital Administration.

9.6 The parking rates will be as follows:

Cycle-Rs 2

2 wheeler-Rs 10

3&4 wheeler Rs.- 20

- 9.7 The Parking slips will be in the printed format along with the above mentioned rates and will be valid for a period of 24 hours from 7:00 am to 7:00 am next day.
- 9.8 Theft / damage of any vehicle parked in the parking area will be the sole responsibility of the contractor
- 9.9 The parking area cleanliness will be maintained by the contractor at any cost all the time.
- 9.10 The parking area will be demarcated separately for General public / Hospital Staff and 2 wheeler / 4 wheeler.
- 9.11 Any other term or condition which the District Hospital Administration deems necessary from time to time.

Sub contracting is not allowed by the Tenderer. If it is found that the job has **been sub-contracted, the contract with the Tenderer shall be terminated with immediate effect with forfeiture of the Security Deposit.**

RESPONSIBILITIES OF THE CONTRACTOR

10.0 The contractor shall provide:

I) Sufficient minimum manpower as required at all times after due approval from the District Hospital Administration representative.

II Uniform, Caps, Shoes, Identity Cards to all your personnel deployed in our Campus.

10.1 Contractor shall ensure that hygiene and cleanliness is maintained in the Parking area. The parking area will have to be cleaned twice every day.

10.2 Make any kind of emergency arrangements as & when desired by the District Hospital Administration.

10.3 Report immediately to the District Hospital Administration regarding any unidentified or unclaimed article or object in the parking area.

10.4 Report immediately to the District Hospital Administration regarding Unattended or unclaimed 2 wheeler or 4 wheeler in the parking area for more than 24 hrs.

10.5 Any loss / damage / theft of any 2 / 4 wheeler or any complication or compensation arising therefore out of it will be sole responsibility of the contractor.

10.6 Before deployment of his staff, Contractor shall ensure that their police verification is complete. Report to be submitted to the Admn-in-charge.

10.7 The contractor would be responsible for submitting medical reports of all his employees at CS offices every six months from the Govt. Hospital or Medical Officer approved by MLCH to ensure that only medically fit employees are on the job.

10.8 Contractor shall maintain the complaint/feedback register under supervisors' custody in the parking in which all the suggestions and complaints shall be recorded. This register will be shown to District Hospital Administration within 24 hours from the time of entry.

10.9 The contractor shall maintain, the nominal roll attendance register, leave register, holiday register and any other register required to be maintained statutorily.

10.10 The contractor shall be held responsible for any act of omission or commission, on part of his employees, in case of any deficiency of service and any complications (Civil/as per IPC) and consequences thereafter will be the sole responsibility of the contractor.

10.11 The timely payment of EPF/ESI and other statutory benefits as & if applicable will be ensured by the contractor.

11 RESPONSIBILITY OF District Hospital Administration.

- ✓ District Hospital Administration shall provide Water and electricity free of cost
- ✓ Adequate space for parking
- ✓ Sitting space for employee of the contractor.
- ✓ One small wooden hut which will be maintained by the contractor.
- ✓ Equipment like wires, ropes, chairs, counters, tables etc will not be provided by the Hospital Administration

12 PENALTY CLAUSE

- ✓ Penalty on account of the following shall be levied on the contractor based on the assessment done by the District Hospital Administration official parking area.
- (i) Unavailability of complaint register/discouraging the complaint would attract a fine of Rs 500/- per occasion.
- (ii) Any inadequacy /deficiency of services will attract penalty as decided by District Hospital Administration from time to time.
- ✓ Chewing of gutka/smoking of cigarettes or bidis or similar stuff by PARKING staff – Rs. 200/- and may be asked for replacement.
- ✓ Alcohol consumption in the Hospital Premises is strictly prohibited and the offender whoso ever he/she may be will be prosecuted as per the law.
- ✓ For repeated failures to adhere to the conditions mentioned above, **the penalty amount will be doubled for each subsequent failure** within two months

Note:

1. By submitting the tender bid, it is deemed that the tenderer has accepted all the terms and conditions of our tender including the penalty clause.
2. Use of electrical equipments like air conditioner and heaters etc is strictly prohibited.

TECHNICAL BID – ANNEXURE A**Name of the company /person:**

1.1	How is your Company/ Agency/ Firm constituted? Indicate with year of Establishment.if applicable	
1.2	If registered as a Company, please indicate if copy of certificate of incorporation is enclosed.	YES / NO
1.3	If registered as a Firm, is a copy of registration enclosed?	YES / NO
1.4	Is your Company/Agency carrying out any other trade/Business Furnish particulars of the other trade /business carried out.	
1.5	Location of the Registered /Main Office. Please provide the details of Permanent Account Number(PAN) issued by the Income Tax Authorities.	
1.6	Your Agency/ Company's Banker's name and address	
1.7	No. of years experience in the field of contracting services of your Company/Agency with proof.	

13 INFRASTRUCTURE

- ✓ Furnish details of Infrastructure maintained by your Agency/ Company
- ✓ Landline Nos./Mobile phones Nos. allotted to staff working in your Office who can be contacted on emergency.

14 WELFARE MEASURES

- ✓ What are the welfare measures provided to the Staff?

15 GENERAL

Who are the major corporate clients of your Company / Agency to whom Contract services are being provided?

✓ What is the time limit you require to take over the services if you are selected?

✓ Any other information, achievement of your Company/Agency, Document which may help District Hospital, Administration. in assessing your Company's/ Agency's capabilities, may be enclosed.

I certify that all the information furnished above is true to my knowledge.

I have no objection to District Hospital,Administration. Verifying any or all the information furnished in this document with the concerned authorities, if necessary. I also certify that I have understood all the terms and conditions indicated in the Tender document and in agreeing for the same, I am signing this document as an authorized signatory in the capacity of _____.

Date : _____

Signature: _____

Place : _____

Name : _____

Designation _____

Seal of the Company/ Agency/
firm / service provider

EMD by way of Cheque/Demand Draft to be enclosed to this part only

CHEQUE/DD NO.	DATE	BANK NAME / ADDRESS	AMOUNT (RS.)

PRICE / COMMERCIAL BID- Annexure B

NAME OF THE AGENCY/COMPANY/FIRM/SERVICE PROVIDER.....

MAXIMUM RATE QUOTATION PER MONTH :.....

CERTIFICATE

TENDER NO: CS/ MWT/E-TENDER/PARKING/2016-2017

I hereby certify that I have studied all the Terms and Conditions of the tender document, understood the same and hereby accept the same and sign this document as an authorized signatory in the capacity of _____.

Date : _____

Signature: _____

Place : _____

Name : _____

Designation

**Seal of the
Company/Agency/firm/service provider:**