

Cost of tender 500/-

TERMS & CONDITIONS OF TENDER FOR PARKING STAND
CONTRACT IN ESI HOSPITAL, ROHINI, SECTOR 15, DELHI-110085.

1. Quotations are invited from the contractor to run parking stand at ESI Hospital Rohini Sector 15, New Delhi for safe custody of cycles, scooter, motor cycles and other vehicles belonging to visitors, beneficiaries of ESIC for a period of two year from the date of award of contract wherein the contractor will have to pay only Rs. 100/- to ESIC as license fee. The extension for 2nd year will be done only on satisfactory performance by the contractor during the 1st year of the contract.
2. Cost of tender document is Rs. 500/- non-refundable which shall be payable by way of DD/Pay order payable in favour of ESIC Account No. 1 and shall be enclosed with the tender form.
3. Each tenderer will offer the rate per unit of vehicle as per table given below which shall be charged from those who entrust the safe custody of their vehicles to the contractor who will issue printed slip bearing the rates being charged for the cycle, scooter, car etc. separately:-

Table of Rates :-

Sl. No.	Vehicle Type	Rate per unit for 6 hours (Note : from 7 PM to 7AM- Night charges would be equal to 6 hours charges)	Estimated number of Vehicles in a day (approx)	Monthly rate quoted (No of vehicles X Rate/unit)
01.	Cycle		160	
02.	Two Wheeler Scooter/Motor Cycle/Moped etc.		70	
03.	Four Wheeler Car/Jeep etc.		50	
		Grand Total	280	

Note : 1. The lowest quote shall be taken into consideration for award of contract.

4. Each tenderer shall pay Rs. 10,000/- as EMD through pay order/DD payable in the ESI Fund Account No. 1. It will not bear any interest and shall be refundable after the finalization of the tender process to unsuccessful bidders only.
5. The successful bidder shall deposit Rs. 50,000/- as interest free security money through pay order payable in ESI Fund Account No. 1. It will not bear any interest and shall be refunded on successful completion of the contract. In case of breach of any of the terms and conditions, full security money or any part thereof shall be forfeited as per the orders of the Medical Superintendent. The decision of the Medical Superintendent shall be final and binding in this regard.

6. The contractor shall not charge more than the rates indicated above against each vehicle from those who entrust the safe custody of their vehicles to the contractor and will issue numbered printed slips bearing the rates being charged for the cycle, scooter, car etc.
7. The contractor shall be allowed to use the Parking Stand on the left side of the space of the main gate of ESI Hospital, Rohini, Delhi, solely for the purpose of parking cycle, scooter, car etc. entrusted to him for safe custody by visitors. No structure of any kind shall be built by the contractor except with the prior written permission of the Medical Superintendent.
8. The contractor will display the parking rates on the notice board to be fixed near the parking stand. In the event of theft, loss or damage etc. to the vehicles while in safe custody, the contractor shall compensate the owner of vehicle to the extent of the loss mutually agreed on between the contractor and the owner of the vehicle.
9. Any loss due to theft/damage to any vehicle/cycle shall be the responsibility of the contractor who will be wholly liable to compensate it to the owner to his satisfaction.
10. The contractor shall not allow the parking area to be used by person other than those mentioned in the para one above. In case the contractor or his agent allowed parking vehicle of unauthorized persons other than specifically mentioned in the contract such vehicle/vehicles shall be confiscated at the cost and consequences of the contractor leading to rescinding of contract by the Medical Superintendent. Repeated violation may lead to cancellation of contract.
11. The parking stand shall remain open everyday round the clock and the contractor or his authorized employees will always be present at the Parking Stand round the clock.
12. **Schedule for opening/deposit of tender form** : The tender form must be dropped in the tender box kept in front of the Chamber of Director (Admn.) at the Rohini Hospital upto 2 pm by 25.06.11 . The tender will be opened on the same day ie. 25.06.11 at 2.30 PM in the chamber of Director (Admn.) in the presence of tenderers or their authorized representatives, if any. Tender form received after due date and time will not be entertained.
13. One month notice shall be given by the Medical Superintendent, to terminate the contractor in case of breach of any condition of the contract, or on the misconduct of the contractor or his employee, or any other unforeseen circumstances due to which it would not be found appropriate to run/extend the parking stand further more at any time by the Medical Superintendent before the expiry of the period of contract. After the expiry of the notice period the contractor shall vacate and hand over open space to the Medical Superintendent without any encumbrance and obstruction. This is without prejudice to any legal action which may be taken against the contractor. The contractor shall have the right for refund of security deposit from the competent authority.
14. In case the contractor is not willing to continue with the terms and conditions of the contract he shall have to give 3 months notice to the Medical Superintendent intimating his intention to determine the contract after expiry of the notice period. If the contractor discontinue services

of parking stand to the Medical Superintendent at any time before coming up the effective date of determination of contract the entire security money shall be stand forfeited without further notice. During this period of notice no subletting or assignment whatsoever shall be allowed.

15. The contractor shall not allow the use of space or any part thereof for any other purpose by any party. The open space shall only be utilized for the bonafide purpose of this contract and no addition/alteration of any kind will be permitted without prior permission of Hospital Authority.
16. The contractor shall not assign this contract to any other person or Firm. Transferring the contract or sub-contracting the license shall be a valid reason for terminating the contract and confiscation of security deposit without assigning reasons. The decision of the Medical Superintendent shall be final in this regard.
17. The contractor shall keep the space neat and clean and shall not employ anyone below the age of 18 years. The clearance of the local police will be obtained by the contractor before deployment of the personnel. The contractor shall furnish a certificate to this effect.
18. It will not be binding on the hospital staff to compulsorily park their vehicles at the Parking Stand. In case staff intend to avail the facility of parking stand on his own, the contractor shall have the right to charge for services as is applicable in case of other users.
19. The contractor will issue numbered slip for the Cycles, Scooters, Motor Cycles etc. parked at the Parking Stand to the owner of vehicles.
20. The contractor will execute an agreement deed on the non-judicial stamp paper of Rs. **100/-** and the expenses on this account shall be borne by the contractor. The agreement shall contain all the terms of the contract mentioned in the Tender document.
21. Hospital Authority shall have the unabated right to inspect the services rendered by the contractor at all hours. He shall determine the bonafide use of the space in connection with fulfillment of contract all the time
22. The contractor shall fulfill and diligently comply with all general directions and special orders of the Medical Superintendent or any other officer deputed by him. Any matter/dispute arising out of this contract shall be referred to the Medical Superintendent for his decision which will be final and binding on the contractor.
23. Any loss/damage to the property of the Hospital by the contractor or his employees shall be borne by the contractor.
24. The Medical Superintendent shall have right to cancel the contract in the event of the contractor failing to abide by the terms and conditions of the contract.

25. The Medical Superintendent shall be at liberty to levy a fine on the contract to the extent of Rs. 500/- at a time for any breach of the condition laid down in the contract.
26. The Medical Superintendent has right to cancel or reject any tender without assigning any reason.
27. Jurisdiction : In case of any dispute between the party about interpretation of any clause of this agreement the court of NCT of Delhi shall have the jurisdiction.

UNDERTAKING

I have carefully gone through the contents of the tender and I hereby undertake to abide myself by all the terms and conditions set forth in the tender form.

Signature _____
Name : _____
(In Block Letters)
Address : _____

