

## INTRODUCTION

An area of 3800Sqm (Approx.) inside the premises of Associated Hospital, Rajouri (in front of Emergency Complex, Canteen, and around OPD Block of the Hospital) is earmarked for parking purpose. A portion of the area as earmarked shall be kept reserved for the Doctors and other staff of Hospital, which shall be maintained free of cost by the approved contractor. There shall be no Parking in front of Main Gate, Road leading towards Parking lots and roads in front of entry and exit points. The contract shall be valid for a period of **One Year (01)** with further extension on mutual consent.

In pursuance to the above, the process of selection of agency/ firm/ contractor is carried out in accordance with the Terms of Reference ("TOR") and as per the following.

**A. Cover 1st ( Technical Cover ) should contain:**

- I. Scanned copy of Tender fees.
- II. Scanned copy of an affidavit on Rupees 50/. Stamp paper duly attested by 1st Class Judicial Magistrate (Please refer clause 20.3).
- III. Scanned copy of below mentioned documents shall be loaded in the "My Document " area for bidders
  - a. Certificate of registration with Labour Department
  - b. Certificate of experience if any
  - c. PAN of the tenderer/ firm.

Original of the below mentioned documents have to be submitted with the office of Deputy Director (P&S), GMC, Rajouri before the bid opening date i.e.by 20.01.2021.

- I. Tender fee
- II. Affidavit
- III. Annexures (Certificate of registration with Labour Department , Experience certificate if any, PAN)

**B. Cover 2nd (Financial cover)**

Rates submitted by the bidders in the BOQ.



## Terms of Reference(TOR)

1. The Department invites proposals from interested firms/registered firms for management of available parking spaces as earmarked in Associated Hospital, Rajouri as per the scope of work specified in the TOR. The Department intends to select the firm through an open competitive bidding in accordance with the procedure set out herein. The firm shall also be responsible for all allied arrangements connected with the management of vehicle parking in Associated Hospital, Rajouri.
2. The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date (the "PDD").
3. The Department has adopted a two-stage selection process (collectively the "Selection Process") in evaluating the Proposals comprising Technical and Financial bids. The first ranked Applicant (the "Selected Applicant") shall be called for negotiation, if necessary, while the second ranked Applicant will be kept in reserve.
4. The Department would endeavor to adhere to the following schedule:

Event Description	Date
Issue of RFP	08.01.2021
Last date of receiving queries	14.01.2021
Reply of queries/Pre bid Meeting	15.01.2021
Last date of receiving bid on the website	19.01.2021
Date of opening of bid(online)	21.01.2021
Letter of Award	To be notified
Signing of Agreement	

5. Prospective applicants may visit the office of the Deputy Director (P), to review the available documents and data at any time prior to PDD. The contact person for this purpose shall be: Address: Deputy Director (Planning), GMC & AH Rajouri J&K.  
Email:- [ddplggmcrajouri@gmail.com](mailto:ddplggmcrajouri@gmail.com) Mob: 9419102520.
6. A Pre- Bid Meeting can be held on the basis of request made by the interested parties.
7. i) All communications including the submission of Proposal should be addressed to the nodal officer mentioned above. (Please refer clause 5 above).  
ii) All communications, including the envelopes, should contain the following Information, to be marked at the top in bold letters:

**REQUEST FOR PROPOSAL (RFP) FOR MANNING OF PARKING SPACES IN  
ASSOCIATED HOSPITAL, GOVERNMENT MEDICAL COLLEGE, RAJOURI.**



## 8. ACKNOWLEDGEMENT BY APPLICANT

It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Department;
- (c) Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Department or relating to any of the matters;
- (d) Satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- (e) Agreed to be bound by the undertaking provided by it under and in terms here off.

9. The Department reserves the right to reject any Proposal if:

- (a) At any time, a material misrepresentation is made or discovered, or
- (b) The Applicant does not provide, within the time specified by the Department, the supplemental information sought by the Department for evaluation of the Proposal.
- (c) Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Department reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Department, including annulment of the Selection Process.
- (d) In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Department without the Department being liable in any manner whatsoever to the Selected Applicant, as the case may be.

## 9. FINANCIAL PROPOSAL

While submitting the Financial Proposal, the Applicant shall ensure the following:

- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel, accommodation, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding.



(ii) Costs (including break down of costs) shall be expressed in INR.

10. Applicants are advised that Selection shall be entirely at the discretion of the Department. Applicants shall be deemed to have understood and agreed that the Department shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

11. REPORTING

The successful bidder shall submit the average "Monthly Vehicle Footfall Report" (i.e. No. of vehicles entering the Associated hospital premises) to Planning section, GMC Rajouri on regular basis.

12. NEGOTIATIONS

The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for increasing the price of the Proposal, but will be for re-confirming the obligations of the applicant under this RFP. Issues such as deployment of Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. In case the Selected Applicant fails to reconfirm its commitment, the Department reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

13. AWARD OF CONTRACT

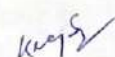
After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Department to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof.

14. COMMENCEMENT OF ASSIGNMENT

The successful bidder shall commence the assignment within 15 days of the date of the Agreement, or such other date as may be mutually agreed. If the applicant fails to either sign the Agreement or commence the assignment as specified herein, the Department may invite the second ranked Applicant for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled / terminated and the security deposited shall be forfeited.

16. FORCE MAJEURE

A force Majeure means extraordinary events or circumstances beyond human control such as an event described as an ACT OF GOD (Like a natural calamity) or events such as a war, strike, riots crimes( but not including negligence or wrong doing predictable/seasonal rain and any other events specially excluded in the clause). Now withstanding the punitive provision contained in the contract for delay or breach of contract the supplier would not be liable for imposition of any such





sanction so long as the delay or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

17. NO BREACH OF AGREEMENT

The failure of a party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

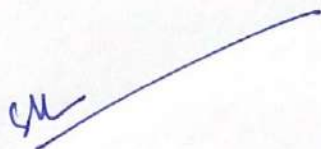
19. OTHER CONDITIONS

- i. Tenderers willing to get their firm registered for filing the tenders may get their firms registered up to the pre bid meeting after submitting the requisite formalities. Those intending applicants not registered on the website i.e. [www.jktenders.gov.in](http://www.jktenders.gov.in) are required to get registered beforehand. The intending Bidder must have required digital signature to submit the tender.
- ii. THE TENDERER SHOULD BE REGISTERED WITH Health & Medical Education Department. Those tenders who are interested to get their firm registered may get themselves registered only up to the pre- bid meeting date and time.
- iii. Tender to be submitted in electronic form only under two cover systems.
- iv. The applicants are advised in their own interest to submit their online bid documents well in advance from last date/time of submission of bids so as to avoid problems which the applicants may face in submission at last moment/ during rush hours.
- v. Department reserve the right to verify any uploaded documents by the bidder from the issuing authority or through any other agency.
- vi. On opening date, the Bidder can login and see the tender opening process.
- vii. In the event two or more tenderers quoting the same bidding amount, Preference shall be given to the local candidates.
- viii. No conditional tender shall be accepted. In the interest of administration the committee reserve right to accept or reject any tender/quotation without assigning any reasons thereof.
- ix. The successful tenderer are bound to stick on the rate once quoted by them and once approved by the tendering committee.
- x. The contract shall be approved for a period of twelve months from the date of the contract, which can be extended, on mutual consent or till new contract is finalized, under the circumstances beyond control and the proportionate payment of the extended period shall be deposited by the contractor as



fixed by the authorities.

- xi. The approved contractors shall deposit 100% of the bid money before taking over the possession of Parking place within 10 days from the date of issuance of contract failing which the contract shall stand cancelled and be offered to the nearest highest bidder. The possession of the premises shall be given after the deposition of bid money in full. Moreover, the management of parking places shall be finalized by the approved contractor in consultation with the Hospital authorities.
- xii. The Approved contractor shall be responsible for the watch and ward of staff vehicles around the clock and in case of damage/theft to the staff vehicle they shall bear the loss as per then market rates assessed by the committee constituted for the purpose.
- xiii. The Tenderer shall have to quote in such a way that he has to provide watch and ward to free parking as well, besides charged parking places and maintenance of both the public and staff parking area by proper landscaping.
- xiv. The employee deployed by the approved contractor, shall bear recommended uniform & display the name plates.
- xv. No heavy vehicle shall be allowed to be parked on the road from the main gate.
- xvi. The approved contractor shall not allow any mobile or immobile Kiosks (Rehri Khokha) or squatting vendor (Pharies) etc in the hospital premises.
- xvii. A minimum fine of Rs.5000/- per instance shall be imposed on the contractor for over charging or if any vehicle found park in the No Parking Area in the hospital or any other complaint of misconduct/ over charge etc. received against him/his employees.
- xviii. Deleted.
- xix. The successful contractor shall enter into an agreement with the Medical Superintendent of the hospital before allotment of the contract.
- xx. The authority shall, in any case not be responsible for any theft or any other mis-happening in the premises of the parking places under supervision of the approved contractor.
- xxi. In case the approved contractor fails to deposit the approve bid money within the stipulated period i.e. before allotment of the contract the next highest bidder shall be asked to take up the job, or some other measures shall be adopted to collect the parking fee, as the committee may deem fit.
- xxii. In case of failure to abide by the "Terms & Conditions" of the approval, the tender notice and any other term incorporated, contract shall be liable to be terminated with immediate effect.
- xxiii. The Principal, Govt. Medical College has the right to terminate the rate contract at any time on the grounds which he deem fit in the wider public interest. xxiii(a)The successful tenderer shall have to furnish an Indemnity Bond to the effect that any loss sustained during the parking time to any vehicle, like theft, fire accident etc. due to fault on his part shall be recovered from him.





- xxiv. Any dispute arising out of this rate contract shall be refer to Administrative Secretary Govt., Health & Medical Education Department, J&K whose decision thereon shall be final and binding upon the parties and no further correspondence/ actions on this accounts shall be made.
- xxv. All other conditions as laid down by J&K Financial Rules, Financial Code Vol. 1 & II shall remain in force.
- xxvi. The tenderer shall have to submit a performance certificate from the Medical Superintendent of the Hospital regarding their last one year performance, if they have worked in govt. Medical College & Associated Hospital.
- xxvii. The successful tenderer are bound to stick on the rate once quoted by them and once approved by the tendering committee.
- xxviii. The successful bidder/tenderer has to charge below mentioned rates from the vehicles for the parking.

	One Time	24 hrs duration
Heavy Vehicles:	Rs 30.00 (per Time)	Rs 60/-
Light Motor Vehicles:	Rs 20.00((per time)	Rs 60/-
Two Wheelers:	Rs 10.00((per time)	Rs 30/-
Hospital Staff:	Free of Charges	

## 20. MISCELLANEOUS

- 20.1 The Selection Process shall be governed by, and construed in accordance with the laws of India and the Courts at Jammu & Kashmir shall have exclusive Jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
20. The Department, in its sole discretion and without incurring any obligation or Liability, reserves the right, at any time, to:
- (a) Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Applicant in order to receive clarification or further information;
  - (c) retain any information and/or evidence submitted to the Department by, on behalf of and/or in relation to any Applicant; and/or
  - (d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 20.3 All documents and other information supplied by the Department or submitted by an Applicant shall remain or become, as the case may be, the property of the



Department. The Department will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

- The bid shall be deposited in electronic format on website [www.jktenders.gov.in](http://www.jktenders.gov.in) from
- The uploaded bid on the website will be opened on 21.01.2021 held in the office Chamber of Principal, GMC, Rajouri in presence of bidders who wish to attend. In case of holiday on the date of opening of bid, bids will be opened on the next working day at the same time and venue.
- Cast of tender document in shape of DD in original favoring Chief Accounts Officer, Govt. Medical College Rajouri should reach to the office of the Deputy Director (P&S) GMC, Rajouri as mentioned in Clause 7 of the RFP, along with other documents (Annexures), *before the bid opening date i.e. by 20/01/2021.*  
**Original copy of affidavit on Rs.50/- Stamp paper duly attested by 1st class Magistrate with the effect that.**

- a. The document/ catalogue etc. enclosed with the tender are original and genuine and have not been tempered.
  - b. The firm has not been blacklisted in the past by any Govt./ Private institution of the country and there is no vigilance/any other investigating agency case pending against the firm/supplier.
  - c. If anything found wrong at any stage. I will be personally responsible for the same.
- Complete bidding process will be online (Price bid not to be submitted in physical form).
    - Tenders willing to get their firm registered for filing the tenders may get their firm registered up to the pre bid meeting after submitting the requisite formalities.

21. **INSTRUCTION TO BIDDERS REGARDING E-TENDERING PROCESS:-**

The interested bidder can download the NIT/bidding document from the website [www.jktendering.gov.in](http://www.jktendering.gov.in).

- To participate in bidding process bidders have to get (DSC) Digital signature certificate as per Information Technology Act 2000 to participate in online bidding. This certificate will be required for digital signing the bid. Bidder can get above mentioned Digital Signature Certificates from any NIC/ Govt. approved vendors. The bidders who already possess valid (DSC) Digital Signature Certificate need not to procure new Digital Signature Certificate.





- The bidder has to submit their bids online in electronic format with Digital signature. The bid cannot be uploaded without Digital signature. No proposal will be accepted in physical form.
- Bids will be opened online as per the time schedule mentioned in the NIT.
- Before submission of line bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
- The department will not be responsible for delay in online submission of bid whatsoever reasons may be.
- All the required information for bid must be filled and submitted online.
- Bidders should get ready with the scanned copy of cost of documents as specified in the tender documents.
- The detail of cost of documents etc. specified in the documents should be the same as submitted online (scanned copy) otherwise bid will not be accepted.
- Bidders are advised to use "MY Documents" area in their user on website in e-tendering portal to store important documents etc and attach this certificate as Non statutory documents while submitting their bids.
- Bidders are advised not to make any change in BOQ (Bill of Quantities) contacts or its name in no case they should attempt to create similar BOQ manually. The BOQ downloaded should be used for filling the rates inclusive of all taxes and it should be saved with the same as it contains.
- Bidder is advised to scan their documents at 100 DPI (Dot per Inch) resolutions with black and white PDF scan properly.
- The guideline for submission of bid online can be downloaded from the website [www.jktender.gov.in](http://www.jktender.gov.in).
- In the event of two or more bidder quoting the same bidding amount, the preference shall be given to the local applicant and/or having more experience.



## Disclaimer:

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Department or any of its employees or advisers, is provided to applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Department to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Department in relation to the said job. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Department, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Department accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Department, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Department also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Department may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Department is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the assignment and the Department reserves the right to reject all or any of the Proposals and to annul the Selection Process without assigning any reasons whatsoever.

The intending Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Department or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Department shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Note: Department means GMC & AH Rajouri.





**Annexure "A"**

**(TO BE TYPED ON A LETTER HEAD OF THE AGENCY)**

**TENDER FORM FOR PROVIDING PARKING SERVICES**

1. Name, address of Firm/Agency/Company: \_\_\_\_\_.
2. Telephone No: \_\_\_\_\_.
3. Registration No: \_\_\_\_\_.
4. Name, Designation, Address:  
\_\_\_\_\_  
\_\_\_\_\_.
5. PAN no. issued by Income Tax Department: \_\_\_\_\_.
6. Provident Fund Account No: \_\_\_\_\_.
7. ESI Code Number: \_\_\_\_\_.
8. Tender fees (Amount in Rupees): \_\_\_\_\_.
9. Demand Draft No: \_\_\_\_\_.
10. Date of issue: \_\_\_\_\_.
11. Name of issuing Bank: \_\_\_\_\_.
12. Any other information: \_\_\_\_\_.

**Declaration by the bidder**

This is to certify that I/we before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of the bidder)



**Annexure "C"**

**(TO BE TYPED ON A LETTER HEAD OF THE AGENCY)  
UNDERTAKING/ LETTER OF ACCEPTANCE**

Sir,

- a. I/we do agree for all clauses, terms and conditions of the tender documents.
- b. I/we agree to abide the contract for a period of one year to provide the services from the date of award of the contract which may be extended by the committee till new rate contract is finalized.
- c. I/we declare that no legal/ financial irregularities involving the Proprietor/ Partner of the applicants (s) / firm are pending.
- d. I/we declare that our financial position is sound and we are competent to execute the contract.
- e. I/we declare that we will not ask/ expect any financial assistance for the Govt. of Jammu and Kashmir Union Territory.

**(Signature with Seal)**





Annexure "B"

(TO BE TYPED ON A LETTER HEAD OF THE AGENCY)

**UNDERTAKING**

**The Principal,  
Govt. Medical College & Associated Hospital,  
Rajouri.**

**Subject: - Tender for providing Parking Services.**

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to clarify that/we before signing the bid have read and fully understood all the terms and conditions and instructions contained and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provision of DGR rates, Contract Labour Act and other statutory provision like Provident Fund Act, ESI Act. Bonus, Gratuity, Leave Relieving charges uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages of the personnel deployed as per DGR rates as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We do hereby undertake that the complete management of parking in GMC&AH, Rajouri shall be ensured by our Agency, as well as any other assignment considered by the Administration.

(Signature of the Bidder)  
Name and address of the Bidder

