



# King George's Medical University U.P.,

## GANDHI MEMORIAL & ASSOCIATED HOSPITALS

### University Environment Department


LUCKNOW-226003 (U.P.) INDIA website: www.kgmu.org

#### NOTICE INVITING TENDER FOR OUTSOURCING OF MANAGEMENT OF DIFFERENT SLOTS OF PARKING AT King George's Medical University, Lucknow 226003(U.P.) India

King George's Medical University, Gandhi Memorial & Associated Hospitals, Lucknow, 226003 (U.P.) India will address as "University" ahead in the document.

1. On behalf of \_\_\_\_\_, \_\_\_\_\_ invites sealed tenders under Two-Bid system (i.e. Technical & Financial bid) from reputed Agencies(Joint ventures/consortiums not eligible), for "MANAGEMENT OF DIFFERENT PARKING SLOTS AT University" for a period of initially one year which may be extended annually at the discretion of the University, for a further period of four years or a part thereof, if performance is found satisfactory with the consent of both the parties. The available parking space of Motor Cycles/Cars may increase in the same calendar year following which University will revise the rates.

**A PRE BID MEETING shall be held on 16-07-2018 at 01.00 P.M in the University Environment Department for clarifications to bidders.**

	<b>King George's Medical University U.P,Chowk, Lucknow, Uttar Pradesh, INDIA - 226003</b> <b><u>Short Term RE-Tender Notice</u></b>
<b>Notice No:- 71/G.A</b> <b>Dated:-11.7.18</b> Online e-bids are invited on two e-bid Systems for the "MANAGEMENT OF DIFFERENT PARKING SLOTS AT King George's Medical University, U.P, Lucknow. from the reputed agencies(Joint Ventures/consortiums not eligible) on the terms & condition as per tender document. Only Manual Bids shall not be accepted. The details of the Tender will be available on e-portal website <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> .	
<b>(Rajesh Kr. Rai)</b> <b>Registrar</b>	



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**NOTICE INVITING TENDER FOR OUTSOURCING OF MANAGEMENT OF DIFFERENT SLOTS OF PARKING**

**in King George's Medical University, U.P, Lucknow.**

Ref. No. : 71/G.A	:	dated 11-07-2018
Publishing Date	:	12-07-2018 at 1.00 P.M
Pre-Bid Meeting	:	16-07-2018 at 1-00 P.M
Pre-Bid Meeting Place	:	U.E.D Deptt K.G.M.U U.P, Lucknow.
Bid Submission Start date	:	18.07.2018 at 3:00 PM.
Last Date of Bid Submission	:	25.07.2018 till 01:00 PM.
Technical Bid Opening	:	25.07.2018 at 03.00 PM.
Date of opening of price bid	:	To be informed to the qualified bidders

*Tender documents may be downloaded from web site <http://etender.up.nic.in>*



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## **Terms & Condition**

- 1- E-Tender in two bids (Technical & Financial) are invited on behalf of the University Environment Deptt. KGMU, Lucknow from interested agencies.
- 2- Bids shall be submitted on line only at website **[www.etender.up.nic.in](http://www.etender.up.nic.in)**
- 3- At the submission of tender document in the shape of DD from any nationalized/schedule bank is to be enclosed by the tenderer as tender fee for Rs.1,000/-+ (18%GST extra as per applicable). The demand draft should be drawn in favor of Finance Office KGMU Lucknow payable at Lucknow. Tenderer has to send DD in physical form to the Registrar office(G.A Section), KGMU, Lucknow in separate envelopes.
- 4- Earnest money (EMD) as specified shall be paid in shape of FDR for one year duration drawn in favour of the "Finance Officer, KGMU" and payable at Lucknow (UP) India. Tenderer has to send FDR (EMD) in physical form to the Registrar office(G.A Section), KGMU, Lucknow in separate envelopes.
- 5- Hard copy of original technical bid must be delivered to Registrar office (G.A Section) KGMU Lucknow on or before last date/time of Bid submission as mentioned.
- 6- The bid without EMD and Tender fee will be summarily rejected.
- 7- The tender must be submitted on line in two parts (technical bid & financial bid) All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of documents before uploading Bid shall be considered only if uploaded given on website (pdf.).
- 8- Any query/grievance regarding tender terms and conditions etc. by the tenderer has to be submitted till **date 16-07-2018 att 1.00 PM** to the University Environment Deptt, KGMU Lucknow in written.
- 9- Regarding any query /grievances, the pre-bid conference is on date **16-07-2018 at 1.00 P.M at U.E.D K.G.M.U.** All firm's representatives who are attending the pre bid meeting shall produce an authorization letter from their firm on the firm's letter head. They are required to put their query in writing before the committee and submit the same in writing on its letter head. The competent Authority of KGMU (VC) reserves all right to accept or reject any/ all tenders without assigning any reason. It can also impose/relax any administrative term and conditions etc. of tender enquiry after due discussion in pre bid conference. This will be communicated through website of KGMU. No representation will be considered after pre-bid meeting and bidders may ensure putting up their grievances only in Pre-bid meeting.
- 10- Any future clarification and corrigendum shall be communicated through University Environment Deptt KGMU Lucknow on the NIC website **[www. etender.up.nic.in](http://www.etender.up.nic.in)**
- 11- The tenderer must quote INR value of items. Only INR value will be accepted in Financial Bid.



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## **SECTION –I**

### **SCOPE OF WORK PERFORMANCE INDICATOR FOR Parking Management Services at KGMU Lucknow**

#### **Eligibility of Tenderers:**

#### **Experience Certificate:**

1. Annual average turnover should be minimum Rs. 25 lac or more during last three financial years and submission the proof shall be as under.

**Note 1:** Attach audited balance sheets and profit and loss account statements for **previous three financial years 2015-16, 2016-17 and 2017-18**. Details of annual turnover should also be furnished as per format given below on letter head of the CA/ quoting firm duly certified by a registered chartered accountant.

Financial Year	Annual Turnover (in lakh)
2015-2016	Rs.
2016-2017	Rs.
2017-2018	Rs.

**Note 2:** Attach Annual returns (ITRs) of last three financial years i.e. 2015-16, 2016-17 and 2017-18.

2. Should have provided or is providing Parking Management Services during the last 5 (five) years i.e. March 2012 onwards to any Ministry/Departments/Autonomous Institutions/Universities/Public Sector Undertakings/ Municipal Body of the Government of India or any other State or reputed private Hospital/Hotel/Airport/ companies/firms under single contract/s (without any break) valid for one calendar year or more with Satisfactory Performance Certificate issued from the organization.



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**The performance certificate to be attached by the bidder from the organization(s) should be on its letter head as per format given below:**

#### **FORMAT FOR PERFORMANCE CERTIFICATE**

It is certified that M/s. \_\_\_\_\_ (name of the agency) had provided Parking Management Services to \_\_\_\_\_, (name of the organization) [at this premises] located at \_\_\_\_\_ (address of the organization) vide contract/agreement/MOU bearing No \_\_\_\_\_ dated \_\_\_\_\_ and were handling parking lot of \_\_\_\_\_ four wheelers at one place [in this premise] for the period from \_\_\_\_\_ (date) to \_\_\_\_\_ (date). The License Fee of the Parking Management Service Contract was Rs. \_\_\_\_\_ (in words) during the contract. The performance of the firm was satisfactory during the contract.

(Signature of the Organization or its authorized signatory)  
With name, designation, date and seal

3. Work referred above should be in the name of the firm as a single entity and not aggregates of joint venture firms/associates or Four Wheeler Parking cartels.
4. Canvassing or offer of an advantage or any other inducement by any person with a view to influence acceptance of a bid will be an offence under Laws of India. Such action shall result in the rejection of the bid, in addition to other punitive measures would follow.
5. The approved/selected contractor will have to enter into a written agreement on Rs.100/-non-judicial stamp paper with University for honoring all aspects of fair trade practices in executing parking contract for one year at University.
6. The Institute shall have the right to reject any tender without assigning any reason thereof which generally does not fulfill the qualification requirement of the tender. No correspondence will be entertained in this regard.
7. Any action on the part of the tenderer to influence anybody in the said Institute will be taken as an offence and the tender submitted by the firm will subsequently be rejected.
8. **THIS TENDER DOCUMENT AND SUBSEQUENT AGREEMENT DEED WITH THE APPROVED CONTRACTOR IS NON-TRANSFERABLE.**
9. The duties and responsibilities of the contractor will be as follows: -
  - i) To manage the Surface Parking at different locations of the premises of "University" and charge the requisite pre-prescribed fee from the commuters for the purpose by the "University".
  - ii) To ensure that vehicles are not parked in 'No parking areas'.
  - iii) To ensure that the flow of traffic is maintained without any hindrance and that the vehicles are not allowed to violate lane/slot displayed in the Parking Area.
  - iv) To provide adequate manpower to effectively run the services as mentioned below.
  - v) To deploy sufficient Parking Marshals to assist and regulate the flow of traffic and parking of vehicles in parking lots at all the parking slots of the surface parking area.
  - vi) To deploy an authorized representative (supervisor) to invariably make himself present in the parking areas round the clock on all days to deal with day to day parking problems/complaints. The contractor shall provide his mobile number and also of the Supervisor who will be responsible for the management of the



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- parking round the clock on behalf of contractor.
- vii) The contractor shall be responsible for the safe custody of the vehicles parked within the parking areas and shall be liable for the damages or for the losses of vehicles or its fixtures or components which may occur as a result of any theft. Tampering or due to any other reason during the period vehicles have been parked under his custody.
- viii) The contractor shall be responsible for displaying of the notice boards for schedule of rates and to ensure that the rates etc. are not tampered with/alterd/erased/covered by any persons. Any such lapse viz. Removal of boards and of tampering with/altering/erasing covering with any things on the boards, will be viewed severely and a penalty of ₹2000/-on each occasion /lapse will be charged irrespective of whether such acts are done by agents of contractor or not. The decision of the "University" in this regard shall be final and binding on the contractor.
- A penalty of Rs.1000/-shall be levied for non-observance of good behavior with the public and the staff or for over charging for each complaint/incident, or absence of marshals from duty area.
- ix) The "University" authorities shall also reserve the right to cancel the contract at anytime by giving one-month prior notice. Vice Chancellor of the "University", shall also be empowered to cancel the contract or alter the terms and conditions in favor of the University, forthwith without any notice for reasons to be recorded.
- x) The contractor shall issue photo identity cards to his employees and they will display identity cards while on duty. He will also deposit police verification certificates of all the employees engaged by him to "University".



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#### GENERAL CONDITIONS:

1. The contractor shall be responsible for the timely payment of wages to the staff employed by him as provided in the minimum wages Act, and other acts/regulations in force time to time, including the Contract Labor Regulation and Abolition Act, 1970.
2. The contractor will not sublet the contract to any other party. In case it is found that the contract has been subletted or assigned to any other party, the contract will be cancelled and EMD/ Bid Security/performance guarantee deposited by the contractor shall stand forfeited & firm will be debarred from the "University" for participation in the future tender.
3. The contractor will not be entitled to any refund, rebate or requisition in license Fee or any account whatever including strikes, lockout, non-availability of part of parking area on account of repair or maintenance work.
4. The contractor shall be liable to pay the requisite fee in advance quarterly every year as per terms and conditions, by the 10th of the requisite month.
5. That the "University" 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.
6. 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 to at all hours to the said premises or any part thereof.
7. The firm/contractor should not have been blacklisted in past from any other organization, if this information found false, action as deemed fit shall be taken against the firms like cancellation of contract, debar from University for future tenders for a period of 3/5 years and forfeiture of Security/performance money.
8. That the Contractor shall be responsible to pursue all legal cases, if any, filed against the agency by their employees or others during the contract period. All the expenses incurred for hiring a lawyer, court fee etc. will be borne by the Contractor himself.

#### **1. Parking Area:**

#### **FREE PARKING LOT No: 'A' for "University" Faculty/Staff : -**

Sr.NO.	Parking lot	Timing	Measurement/area of parking lot
1.	New Dental OPD Basement & Ground Floor		
2.	Paraplegia Building Basement		
3.	Faculty Parking basement	24 hours	
4.	Faculty Parking 1 <sup>st</sup> Floor		
5.	Faculty Parking in front off		
6.	Kalam Centre Basement		
7.	Near PHI Bhawan		
8.	Adjacent to SPM Dept.		
9.	In front of Micro & Patho Building		
10.	Adjacent to Administrative Building (VVIP Parking)		
11.	In front of Central Library		
12.	In front of Trauma Center		
13.	Physiology		
14.	Biochemistry		
15.	Allahabad Bank KGMU Branch		
16.	Designated Parking Area at Trauma Centre		
17.	Psychiatry		
18.	Lari Cardiology		
19.	Obstetrics & Gynecology		





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20.	CTVS		
21.	Geriatric Mental Health		
22.	RALC Campus		
23.	Old Dental		

**NOTE :** Above lots shall also be maintained by the approved contractor.

#### **PAID PARKING LOT NO: 'B' General Public Parking area**

Sr.No	Parking lot	Timing	Measurement/area of parking lot
1.	Main Campus (Near Gate No. 01)		2148.00 Square Meter
2.	New OPD Building		1866.00 Square Meter
3.	New OPD Basement		790.00 Square Meter
4.	Near Trauma Centre		- Area of Trauma Centre to be revised in view of new parking by U.E.D
5.	Lari, Cardiology Dept.		226.00 Square Meter
6.	Psychiatry		329.00 Square Meter
7.	Geriatric Mental health		270.00 Square Meter
8.	DPMR, Orthopaedics Dept.		920.00 Square Meter
9.	Shatabdi Hospital Phase-I		- to be finalized
10.	Shatabdi Hospital Phase-II		- to be finalized
11.	C.T.V.S.		418.00 Square Meter
12.	Old Dental Building		234.46 Square Meter

**2. ESCALATION of LICENSE FEE:** License fee in advance quarterly for D.D or cash in favour of Finance Officer, K.G.M.U, U.P, Lucknow.

#### **3. CHARGES**

The Successful Tenderer shall be allowed to charge the following parking rates from the public/visitor. However, no charge shall be taken from staff of the Institute.

Type of vehicles	4 hrs	8 hrs	12 hrs	24hrs
Cycle	Nil	Nil	Nil	Nil
Motor Cycle (Two wheeler)	10	20	30	50
Car (Four wheeler)	20	30	35	60

\*Note: Rates applicable for single entry.

The above rates shall be prominently displayed by the Successful Tenderer at the entrance or any other place designated by the Institute on the notice board of 3'x 2'at his own cost.

#### **4. TOKEN**

Token will be issued by the contractor at his own cost. Only printed tokens with marked rate from token electronic vending machine are authorized to be used. A token will be given as against parking the vehicle at stand.

##### **Front**

<p align="center"><b>Parking Token; KGMU</b></p> <p>Date: _____</p> <p>Time In: _____</p> <p>Area Code: _____</p> <p>Type of Vehicle: _____</p> <p>Reg No.: _____</p> <p align="center"><i>M/S: (Name of Contractor)</i></p>
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##### **Back**

<b>Parking Token; KGMU</b>				
Type of vehicles	4 hrs	8 hrs	12 hrs	24hrs
Cycle	Nil	Nil	Nil	Nil
Motor Cycle (Two wheeler)	10	20	30	50
Car (Four wheeler)	20	30	35	60





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In case of loss of token, the Successful Tenderer will charge Rs. 50/- as cost of the token and only after proper verification from the vehicle register and identity card etc., the vehicle will be handed over to the visitor. This condition will be printed on the token. The above token will be issued by automatic machine only not through manual distribution.

5. The stand will remain open 365 days and the Successful Tenderer shall have to keep watch on the Cycle/Motor Cycle/Car Stand round the clock for 24 hours on all days, including holidays.
6. Assessment of total number of Cycle/Motor Cycle/Car etc. may be personally done by the tenderer before submitting tender. The parking space of Cycle/Motor Cycle/Car may increase in the same calendar year following which University will revise the rates.
7. Contractor will arrange for following measures in all parking areas:-
  1. Barriers.
  2. Separate entry & exit pattern to be followed.
  3. CCTV installation.
8. The Successful Tenderer will inform about the abandoned vehicles to the Chief Proctor of University after 24hrs.
9. A robust mechanism for facilitating token issuance at entry and token collection during exit should preferably be present during rains/rainy seasons also except in Force Majeure condition.

#### **SECTION-II**

#### **TERMS AND CONDITIONS OF THE CONTRACT AGREEMENT**

#### **SUCCESSFUL TENDERER'S DELIVERABLES AND RESPONSIBILITIES.**

- (a) The Successful Tenderer shall provide details of personnel through which the Services will be rendered by Successful Tenderer to the University. or committee identified by University, and keep such details up-to date.
- (b) The Successful Tenderer shall issue identity card to its employees, carrying the following particulars;
  - i. Name of the company/firm/Society of the Successful Tenderer and its monogram (if any).
  - ii. Name of the employee in bold capital letters
  - iii. Designation of the employee
  - iv. Mobile No. of the company/firm/Society of the Successful Tenderer
  - v. And such other particulars as may be directed by the Institute in writing.
- (c) All personnel deployed for the Services shall wear the dress as specified by the University from time to time.
- (d) In case any worker is not found in proper uniform as mentioned above, a penalty of Rs.500/-per person per day shall be charged.
- (e) The Successful Tenderer shall ensure uninterrupted Services by taking care of absenteeism of human resource through a pre-conceived backup plan and standby human resource to avoid any disruption to the Services.
- (f) It shall be the responsibility of the Successful Tenderer to ensure proper running of all Services provided in Section -I.



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- (g) The Successful Tenderer shall be liable to discharge such other duties, which in the opinion of the University. are within the SCOPE OF WORK of the Successful Tenderer, and the Successful Tenderer shall carry out such duties with due diligence and care.
- (h) The Successful Tenderer shall be liable to provide speedy and competent Services as per following performance benchmark and shall also be liable to deploy the required number of personnel to this effect.

#### **COMMENCEMENT OF WORK:-**

The Successful Tenderer shall start the work within 20 (Twenty) days from the date of signing of the Agreement. In case it is found that the work has not been taken up within twenty days from the date of signing the Agreement, the Institute at its sole discretion may cancel the same and forfeit the Security Deposit.

#### **TERMINATION OF AGREEMENT:**

After giving 30 days notice for opportunity of being heard to the Successful Tenderer, the University may terminate the Contract in the event of:-

- a. Charging more than the stipulated parking rates.
- b. Breach of any of the terms and conditions of the Contract.
- c. Non-performance or unsatisfactory performance by the Successful Tenderer.
- d. Any document or information furnished by the Successful Tenderer, either before the signing of the contract or during the subsistence thereof, being found to be forged, fabricated or materially incorrect.
- e. Successful Tenderer failing to maintain adequate record of its activities or refusal to permit access thereof to the University.
- f. The Successful Tenderer submitting to the Institute materially false or incorrect reports.
- g. Interference, in any form, during any inspections by Head UED, KGMU, Lucknow.
- h. The Successful Tenderer fails to observe agreed Service standards or fails to provide Services in conformity with University. Instructions or procedures or protocol.
- i. The presentations and declarations made by the Successful Tenderer before entering into the Contract with regards to its performance of Services, functions etc., are found to be false and misleading.
- j. The Successful Tenderer goes into liquidation or is wound up or dissolutions proceedings are initiated.
- k. If Liquidator or Receiver is appointed to take possession of undertaking, business or assets of Successful Tenderer.
- l. Changes in the Ownership or Management of the successful tenderer.
- m. The contractor will vacate the sites on such cancellation within a period of one week. Contractor is authorized for parking at the designated place by University, failure will invite penalty on contractor by the University.

#### **ACTS OF GOD & OTHERS -**

Neither party of the tender/Contract shall be responsible for any delay in performance of any terms and conditions hereunder to the extent delay is caused by fire, explosion, war or act of God.



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#### **Settlement of Dispute & Law:**

- (a) The laws of India shall apply to this tender/Contract.
- (b) The courts at Lucknow shall have exclusive jurisdiction in all matters arising out of this tender/Contract.
- (c) No party shall be allowed to be represented by a lawyer during any investigation, enquiry, appeal or any other proceeding at the University.
- (d) It will be term of the Agreement (to be executed between University and Successful Tenderer) that none of the Parties of the Arbitration shall, unless permitted by the Arbitrator, engage any Advocate to argue his case before the Arbitrator and the Arbitrator shall not give such a permission unless he feels that it is necessary to do so for limited purpose of eliciting arguments on any ticklish question.

#### **STAMP DUTY:-**

Stamp duty, leviable on Agreement to be executed between University and Successful Bidder, shall be borne by the Successful tenderer.

#### **DAMAGES TO PERSON & PROPERTY:**

- a. The Successful Tenderer shall indemnify the Institute at all times against all claims for compensation, or otherwise, under the provision of any law for the time being in force or in respect of any third party claim in carrying out the contract.
- b. If in the running of the Contract any damage is caused by the Successful Tenderer or personnel deployed by it, to any person or property of the Institute, the Successful Tenderer shall be liable for the same and indemnify the Institute for all such damages. Successful Tenderer shall also render all assistance and cooperation to the University in any inquiry thereon.
- c. In the event of any lapse, omission, negligence, fraud etc. on the part of the Successful Tenderer or any of its personnel deployed, resulting in any loss to the Institute, the Successful Tenderer shall be responsible to indemnify and made good the loss and damage to the University. University will be at liberty to recover such losses from the Successful Tenderer.
- d. The Successful Tenderer shall indemnify the Institute against any action, proceedings, claims or demands of any persons(s), or its personnel made against the Institute in respect of Services. The Successful Tenderer shall also indemnify the University for any commission or omission or default on the part of the Successful Tenderer, its personnel or agents which the University may have to pay, incur or sustain by any reasons of any such action, proceedings, claims or demands or otherwise in relation thereto.
- e. The University shall not be responsible for any loss, breakage, damage or theft of the materials of Successful Tenderer.
- f. The University shall not pay any compensation in respect of any injury or death caused to the workers/personnel of the Successful Tenderer. It will be the sole responsibility of the Successful Tenderer and shall keep the University indemnified from all liabilities.

#### **HUMAN RESOURCES AND COMPLIANCE OF LABOUR STATUES:**

- a. The Successful Tenderer shall post suitable and experienced personnel for carrying out its obligations under the Agreement.



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- b. Successful Tenderer shall be solely responsible for their affairs and will be under obligation to comply with all statutory obligations such as EPF, Service Tax, ESI etc. as and when applicable. These personnel shall have no claim whatsoever, to be treated as employees of the University. In the event of any such claim made by the personnel of the Successful Tenderer on the University, the Successful Tenderer shall be wholly responsible and Successful Tenderer shall indemnify the University against any such claims, either monetary or otherwise.
- c. The Successful Tenderer shall abide by the provisions of Minimum Wages Act, 1948 and all other relevant and applicable statutory labour and other laws, rules and regulations as applicable in the State of Uttar Pradesh.
- d. The Successful Tenderer shall comply with regulation of any statutory authority on any obligation imposed upon him by the authorities or applicable under any law as a result of establishing and running the Services. The Successful Tenderer shall indemnify the University and its officers/employees from any claim or consequences/damages for any lapse or non-compliance thereof. The Successful Tenderer shall be liable to be dealt suitably in the event of infringement of any law. Any liability arising on the University as principal employer shall be recovered from the security deposit.
- e. Successful Tenderer shall be fully responsible for any accident or mishap involving personnel engaged by him and any claim made in this behalf will be paid by the Successful Tenderer. The Successful Tenderer shall indemnify the University from any claims arising out of accidents or mishaps, disabilities of any nature or death, or arising out of provisions under law or of any other nature in respect of all workers engaged by Successful Tenderer. The Successful Tenderer will make full arrangement for safety and security of all such staff.
- f. The Successful Tenderer shall be responsible for the conduct of his personnel and in case of any complaint against any staff, the Successful Tenderer shall be under obligation to suitably punish such personnel, and to deal with him in such other manner as may be in the interest of the Services when informed about such complaint, orally or in writing, by the Institute.
- g. If at any time it is found that any type of liability/ responsibility fixed on the University or its employees by any Government or local bodies due to the Contract/Agreement, the total responsibility will have to be borne by the Successful Tenderer.
- h. It will be the sole responsibility of the Successful Tenderer to abide by the provisions of all Labour Laws as to the workers engaged by him for performance of the contract.



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#### **SECTION-III**

#### **INSTRUCTIONS TO TENDERERS**

**University will not provide any security guard for parking management services. After finalization of tender university will withdrawal all security guard presently engaged in parking management in the university.**

1. The tenderers submitting their tenders would be deemed to have read and accepted all the terms and conditions of tender. No verbal or written enquiries shall be entertained in respect of acceptance or rejection of the tender.
2. Only proprietor will sign the Tender Document in case of a Proprietary Firm. In case of a Partnership firm authorized partner of the firm shall sign the Tender Documents and attested copy of authorization of such partner shall be enclosed with tender. In case of a Company the Tender Documents shall be affixed with the seal of the Company and signed by such person/persons as may be authorized by the articles of associations of the Company and/or a resolution of the board of directors thereof to sign for and on behalf of the Company and duly attested copy of the resolution shall be enclosed with tender. In case of Society the Tender document shall be affixed with the seal of the Society and signed by such person/persons as may be authorized by the Rules of the Society and /or a resolution of the Governing Body of the Society and duly attested copy of such Rules/Resolution shall be enclosed with tender. The cancellation of any document such as power of attorney, partnership deed, etc. shall immediately be communicated by the Tenderer(s) to "University" in writing, failing which the University shall have no responsibility or liability of any action, taken on the strength of the said documents.
3. Only Proprietor will sign the Agreement in case of Award of tender to a Proprietary Firm, however in cases of Partnership Firm/Company/Society only legally authorized person will sign the Agreement.
4. The schedule of rate(s) and quantities should be carefully and properly filled in. All rates should be mentioned in words, as well as, in figures. Please note NO Corrections, alterations and overwriting in the Financial Bid will be allowed. In case of discrepancies in quoted rate between words and figure, the rate quoted in words shall prevail.
5. Subletting of contract shall be strictly prohibited.
6. All the pages of the Bids and supporting documents, annexure/enclosures etc. must be numbered serially, signed and stamped by the tenderer and mention the total number of pages on the Technical bid form at Section-IV.
7. Only mandatory information and details are required to be provided with the Tender Document. If the tenderer desires to provide additional information the same may be provided separately on A-4 size white paper with proper indexing.
8. Irrespective of the number, only those Tenderers who successfully qualify in the Technical Bid will be allowed to participate further in the tendering process.
9. The employees of the University or their Family members shall not be eligible to participate in the tender process. For the purposes of this clause family members includes only Parents, Spouse, Sons, Daughters and dependent brothers and Sisters.



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10. In the event of withdrawal by a Tenderer before the validity of offer, Institute shall have right to forfeit the Earnest Money Deposit (EMD).

**11. TENDER/BIDS SHALL BE REJECTED IF:-**

- (a) Any Tender/Bid received after the prescribed date and time as given in the Notice Inviting Tender.
  - (b) Tenderers fail to submit their Bids on the format prescribed in this Tender Document.
  - (c) CORRECTION, ALTERATION AND OVERWRITING is found in the Financial Bid.
  - (d) Authenticity of any of the supporting document is found to be fabricated.
  - (e) Tender/Bid is sent through courier service or deposited by hand. Only E-tender accepted.
  - (f) Tenderers try to influence any official of the Institute in any manner.
  - (g) Tenderer fails to provide Technical Bid and Financial Bid in E-Tender form.
  - (h) Tenderer fails to submit photocopy of Certificate of EPF& ESI Registration certificate.
  - (i) Tenderer fails to submit photocopy of Certificate Service Tax Registration certificate in related services.
  - (j) Tenderer fails to submit the required information/document along with the tender as per the terms and condition of this Tender Document.
  - (k) Tenderer fails to submit Character Certificate from District Magistrate, चरित्र प्रमाण पत्र हेतु सक्षम प्राधिकारी जिलाधिकारी है। अतः उनके कार्यालय से निर्गत वर्तमान में प्रभावी प्रमाण पत्र मान्य होगा।
  - (l) Tenderer fails to put signature and seal on each page of Technical Bid and Financial Bid.
12. The University reserves its right to cancel or reject in full or in part of all tenders received without assigning any reason.

**13. Instructions in respect of Technical Bid**

- (i) **EARNEST MONEY DEPOSIT ( EMD)**
- (ii) Earnest money deposit of Rs. 1,00,000/- (Rs. One Lakh) through physical form in favour of **“Finance Officer-KGMU, Lucknow”**.
- (iii) The Technical Bid should be given in the format annexed at section-IV. Of this Tender Document.
- (iv) Name of the organization/Agency/contractor with full postal address, Fax number, Telephone & Mobile number.
- (v) A declaration regarding sole proprietorship/ partnership by the proprietor of the firm (in case of proprietorship firms) on a non-judicial stamp paper of Rs.100/-duly attested by the Notary.
- (vi) An attested copy of partnership deed duly registered by the Registrar of Firms, in case, of partnership firm.
- (vii) An attested copy of article of memorandum with constitution of firm and guidelines, in case, of private limited firm with name, photo& signatures of all





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Directors.

- (viii) Bidder is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment, which may be construed as an agency commission, has been or will be paid and that the tender price will not include any such amount. If the University subsequently finds any such evidence to the contrary, it reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder null and void.
- (ix) Tenderers should furnish the balance sheets for three years duly certified by the chartered accountant showing turnover of the business as stipulated in the tender document.
- (x) Duly self-attested Copy of PAN/TAN/GST, as applicable, is required to be submitted.
- (xi) An affidavit duly certified by a Notary to the effect that the firm or proprietary firm, Society or company, as the case may be, have never been blacklisted on given format at Technical Bid **(Annexure -I)**.
- (xii) An affidavit duly certified by a Notary that there is no ongoing criminal case /vigilance enquiry/labor disputes against the firm/ Partners/ proprietor/ Director of the company Chairman of the Society and he/she has never been convicted or punished by any Hon'ble Court of Law on given format at Technical Bid **(Annexure -II)**
- (xiii) Copy of Bank Passbook or Statement of Bank Account from Bank for last six months.
- (xiv) Attested photocopy of Certificate of EPF & ESI Registration, should be submitted along with the code number.
- (xv) Attested photocopy of Certificate of Service Tax registration, should be submitted along with number.
- (xvi) Tenderers should submit notarized affidavit to the effect that the Bidder does not have any relation with the person authorized to evaluate tender technically or evolved in finalization of the tender as per **(Annexure-III)**.
- (xvii) Tender Document should be attached with Technical Bid. Each page of the Tender Document shall be signed.
- (xviii) Tenderer must submit Character Certificate from District Magistrate, चरित्र प्रमाण पत्र हेतु सक्षम प्राधिकारी जिलाधिकारी है। अतः उनके कार्यालय से निर्गत वर्तमान में प्रभावी प्रमाण पत्र मान्य होगा।
- (xix) Bank Solvency Certificate for 25 lakhs.
- (xx) The bidder shall furnish an affidavit on non-judicial stamp paper of Rs.10/-duly notarized affirming that the firm/agency has not been blacklisted, debarred and their subject services have not been banned or suspended due to any reason including corrupt and fraudulent practices in the past by any Govt. Organization/Pvt. Institution and there is no any Vigilance/CBI case pending against the firm/agent.

#### **14. Instructions in respect of Financial Bid**

- (i) The Tenderer should quote the “offered” amount in figures, as well as, in words in the format prescribed for Financial Bid in Section-V. In case of





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discrepancies in quoted rate between “figure” and “words”, rate quoted in “words” shall prevail.

- (ii) **NO CORRECTION, ALTERATION AND OVERWRITING** in the Financial Bid will be allowed.
- (iii) Financial Bid is to be submitted online only on e-tender website. Hard copy should NOT be submitted for this.
- (iv) The Tenderer should ensure that the amounts are written in such a way so that interpolation is not possible. No blank spaces should be left.
- (v) Break up/Details of Govt. tax & Levies, and as applicable must be provided.
- (vi) Tenderers must specify the **Service Tax** to be paid by Institute, if applicable, failing which their Bid shall be rejected. If Service Tax is replaced by other Tax like GST etc., the same shall be borne by the Bidder or Institute as per Applicable Law.
- (vii) Tenderer should quote License Fee for a month.

### ACCEPTANCE

I ----- son of ----- resident of -----  
-----who is Proprietor/Partner/Director/Chairman of M/s-----  
----- have read and understood the contents of the foregoing sections  
with sound mind and without any pressure from any quarter. If any document or  
information furnished with tender is found forged or fabricated at any time, the Institute  
has full right to forfeit my/our EMD and Security Deposit and cancel the agreement.

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

Signature.....

Name.....

Designation.....

Seal.....

Date  
Place



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#### (Annexure – I of Technical Bid)

##### Affidavit

I ----- s/o ----- resident of -----  
-----Owner/Partner/Proprietor/Director/Chairman of M/s -----  
----- having its registered office at ----- do hereby  
solemnly affirm and declare the following: -  
That our Firm/organization/company/Society/ namely M/s -----  
---has never been black listed by any of our clients or by any government department.

Deponent

##### Verification

Verified at ----- on the ----- date ----- that the  
contents of the above affidavit are true and correct to the best of my knowledge and belief.

Deponent

#### (Annexure – II of Technical Bid)

##### Affidavit to be furnished by the Firm (on Rs.20/- stamp paper duly notarized (Strike off whichever is not applicable)

I/Firm.....Son/daughter/wife  
of.....aged about.....years, resident of  
.....do hereby solemnly affirm/state oath as  
under:-

1. I/ The Firm am/is not accused of any offence(s) punishable with imprisonment for two years or more in a pending case (s) in which a charge(s) has/have been framed by the court(s) of competent jurisdiction. I/The Firm have been/has not been convicted of an offence and sentenced to imprisonment for one year or more.
2. If upon inspection/testing of stores inferior quality of goods is detected vis-à-vis specified quality, I/The Firm shall be held responsible for supply of substandard store and action may be taken against me/the firm.

Placed.....

Date .....

Signature of Deponent



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I/the Firm, the above named deponent, do hereby verify and declare that the contents of this affidavit are true and correct to the best of my knowledge and belief, no part of it is false and nothing material has been concealed therein.

Verified at.....this.....days of.....2016

Signature of Deponent

**(Annexure-III of Technical Bid)**

**AFFIDAVIT**  
**(Notarized)**

**Reference : Tender No.UED/KGMU/.....**

I, (Name of the Signatory), S/o (Father's Name), (Designation of the Signatory) with (Name of the Company), with its office at (Address of the Head office of the Company), do solemnly affirm and declare as under:-

The bidder does not have any relation with the person authorized to evaluate technically or involved in finalizing the tender.

Place:

Date:

Deponent

**Verification:**

Verified that the contents of the above affidavit of mine are true and correct to the best of my knowledge and no part of it is false and nothing has been concealed therein.

Verified at (Place), on this (Date) day of (Month) 2018.

Deponent



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#### SECTION-IV

#### TECHNICAL BID

Sn.	Particulars	Details	Page no.
1.	Name of Firm/Proprietorship/ Partnership/Private Limited Company/ Society (Enclose relevant document)		
2.	Name of Proprietor/Partner/Director/Chairman		
3.	Name and address of the person legally authorized to sign the agreement in case of partnership firm/Company/Society.		
4.	Permanent Address:		
5.	Telephone and mobile No. (Head and branch Office)		
6.	Local Address Email id:- Website:-		
7.	Name and mailing address of Proprietor/ partners/ Director/Chairman of the society/corporation/firm/company with their telephone and mobile nos.		
8.	Proof of experience, as stated hereinabove. (Enclose copy of certificate issued from concerned organization/ Institute)		
9.	Details of tender fee Rs 1000/- +GST@18% (Non Refundable) DD No. .... Dt. ....		
10.	Detail of Earnest Money Deposit Rs 100000/- (One lakh only) EMD No. .... Dt. .... (Refundable)		
12.	Balance sheets for three years (i.e. F Y, 2015-16, 2016-17 and 2017-18) duly certified by the chartered accountant showing turnover of business.		
13.	Character Certificate from District Magistrate. चरित्र प्रमाण पत्र हेतु सक्षम प्राधिकारी जिलाधिकारी है। अतः उनके कार्यालय से निर्गत वर्तमान में प्रभावी प्रमाण पत्र मान्य होगा।		
14.	An affidavit duly certified by a Notary that the firm / company/ Society have never been blacklisted.		
15.	An affidavit duly certified by a Notary that there is no ongoing Criminal case /vigilance enquiry/Labour disputes against the Society/Chairman of & Society/firm/Partners/proprietor/Director of the company and he/she has never been convicted or punished by any Hon'ble Court of Law.		
16.	Income tax Assessment copy along with PAN No.		
17.	Certificate of EPF/ESI Registration number in Lucknow.		
18.	GST Registration Certificate required		
19.	Copy of resolution for authorization of signatory to sign the tender along with name and designation.		
20.	Names and addresses of two persons of standing who can vouch for the credentials of the tenderer & stand surety		
21.	Name and address of organization where satisfactory services were rendered. Please enclose satisfactory performance and completion certificate issued by Head /authorized signatory of the organization.		

Note: All the pages of tender document and its enclosures must be numbered and signed with stamp.

**Signature of the Tenderer**  
**With address and seal**