



अखिल भारतीय आयुर्विज्ञान संस्थान, बठिंडा

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES,
BATHINDA**

Tender for Renting Out Public Parking Sites at AIIMS Bathinda

DISCLAIMER

This tender is not an offer by the All India Institute of Medical Sciences, Bathinda, but an invitation to receive offer from bidders/firm/agency etc. No contractual obligation whatsoever shall arise from this tender process unless and until a formal contract is signed and executed by duly authorised officers of AIIMS, Bathinda, with the selected bidder/firm/agency.

NOTICE INVITING e-TENDERS

The Deputy Director (Admin.), AIIMS Bathinda, on behalf of the Executive Director AIIMS Bathinda, through **online bids** from reputed parties/agencies on two bid systems (Technical Bid & Financial Bid) for renting out of the parking sites at AIIMS Bathinda: -

NIT No.:	AIIMS/BTI/Tender/
Name of shop/site	PARKING SITE (Page No.- 6)
Published Date	As per CPPP
Bid Document Download Start Date	As per CPPP
Bid Uploading Start Date	As per CPPP
Bid Uploading End Date	As per CPPP
EMD Physically Submission End Date	As per CPPP
Technical Bid Opening Date	As per CPPP
Minimum yearly licence fee (The tender will be awarded to the bidder who quotes the highest bid for licence for an year)	₹15,00,000.00 + G.S.T (as applicable)

The tender forms and other details can be downloaded from the website www.eprocure.gov.in/eprocure/app and the official website of the AIIMS Bathinda, www.aiimsbathinda.edu.in .

The tender shall be uploaded online in two parts, viz., **technical bid and financial bid**. All the pages of a bid being submitted must be signed and sequentially numbered by the bidder, irrespective of nature of the content of the documents, before uploading. The offers submitted by Telegram/Fax/email etc. shall not be considered. No correspondence will be entertained in this matter.

Sd/-

**Deputy Director (Admin.)
AIIMS Bathinda**

CHECKLIST FOR TENDERER FOR SUBMISSION OF TENDER ONLINE:

1. The tenderer must upload the necessary documents as mentioned in the list of **pre-qualification documents** to be scanned and uploaded within the period of bid submission on page 4 under the heading **pre-qualification documents of bid documents**.
2. Once the bid uploaded by the tenderer is withdrawn, he will not be allowed to resubmit his bid. However, he can edit his bid any number of times but before last date and time of submission of a bid.
3. If any discrepancy is noticed between the uploaded EMD at the time of submission of the bid and the original EMD submitted physically by the bidders in the office of the bid opening authority, the bid submitted shall become invalid.
4. The original EMD, as scanned & uploaded, shall be deposited physically along with **Annexure A** (At page no. 16) by all the intending bidders in the office of Deputy Director (Administration) AIIMS, Bathinda within two days from last date of bid submission. Tenders will be treated as non-responsive and will be rejected, at the initial stage itself, if a hard copy of EMD is not received on or before the last date, as mentioned above.
5. Interested tenderers are advised to visit the CPPP Portal regularly till the closing date of submission of tender for any corrigendum/addendum/amendment.
6. In the event of any of the above-mentioned dates being subsequently declared as a holiday /closed day for this office, the tenders will be opened on the next working day at the scheduled time.
7. The tender/tenders containing conditions contrary to those specified in this document shall be summarily rejected.

EARNEST MONEY

1. Tender must be accompanied with earnest money amounting to **Rs.50,000/- (Rupees Fifty Thousand Only)** in the shape of **FDR/TDR in favor of The Executive Director, AIIMS Bathinda with the validity period of minimum of 06 months from the issue of tender notice of the said shop/site**. No other format for an Earnest Money deposit would be accepted. For a successful bidder, this EMD shall be treated as Security (Ref. clause No. 11).

NOTE: The tenderer will give FDR/TDR from his/her own bank account/firm account. Pledged FDR/TDR from the account of a third party/any other person/firm shall not be considered and the tender will be deemed rejected.

PRE-QUALIFICATION DOCUMENTS

2. The following pre-qualification documents are to be uploaded along with the signed tender form. However, the tenders received without any of the following documents, may render the tender invalid, and the commercial/price bid would not be opened: -

a) The applicant must be a resident of India, and one of the following documents (duly attested) mentioned will be uploaded as proof of residence, namely: -

- | | |
|-------------------------|----------------------------------|
| (i) Ration Card | (ii) Telephone Bill. (BSNL-L.L.) |
| (iii) Driving Licence | (iv) Passport |
| (v) Voter Identity Card | (vi) Water/electricity bill. |
| (vii) Smart Card | (viii) Aadhar Card |

- b) A self-attested Passport-size photograph should be pasted on the tender form at the last page.
- c) In case of firm/company, self-attested photocopy of authority to negotiate and sign tender form and license deed on behalf of the firm/company. Moreover, the license will be issued in the name of the firm/company concerned if found successful in the bidding process and not in the name of the representative.
- d) PAN Number and copy of PAN Card should be enclosed. (self-attested)
- e) Income tax assessment/return of the previous year. (Duly attested)
- f) Affidavit to the effect that the firm is not blacklisted by any Govt. Organisation (**Annexure-I**).
- g) **Police Verification Report** to the effect that there is no criminal case pending in any Court of law against the applicant / Firm should be of the date after the publishing of tender notice and from the Police Station under the jurisdiction and not of an earlier date.
- h) Attested photocopy of proof of **three-year satisfactory experience** for running parking sites at Govt. Hospitals, Airports, Railway Stations, Interstate Bus Terminus, Autonomous bodies, Municipal Corporation and Universities.
- i) Any other relevant information/document which tenderer(s) may consider appropriate, including their expertise and experience in the area.

3. (i) If more than one tender is received from one/ single firm or its partners or director of the company, the tender with the highest bid from the said firm will be entertained, and the license will be issued in the name of the firm only and not in the name of their representative/partner.

(ii) The bidder, who participated in the tendering process in the capacity of individual and not in the capacity of partner/representative of a partnership firm/company, shall, on becoming successful in the bidding process will be issued the license accordingly and he/she will not be allowed to enter into any partnership later on.

IMPORTANT NOTE: -

- (i) The person who gives his/her tender to another person shall be debarred for next two years from dealing with the AIIMS, Bathinda.
- (ii) Price bid once uploaded with tender cannot be revised (unless or otherwise negotiated after opening of tender/bid).
- (iii) The person who backs out after bidding will be debarred for next two years from dealing with the AIIMS, BATHINDA. His/her earnest money shall also be forfeited.
- (iv) The licensee of the same shop /site is eligible to participate in the tender subject to that his/her licence has not been terminated for any violation/reason.

4. The bidder, who participated in the tendering process in the capacity of individual and not in the capacity of partner/ representative of a partnership firm/company shall on becoming successful in the bidding process to obtain the license will not be allowed to enter into any partnership later on. In case of violation of this clause, his/her license will be cancelled and the security deposit will be forfeited and further debarred for 2 years for dealing with the Institute.

5. In case, at the time of opening of price bids, if two bids are found equal, the bidders who have quoted the same bid should be called for negotiation and the highest bidder be allotted the shop. In case, both the bidders opt to skip the negotiation, the decision will be made by draw of lots. Further, it has also been decided that in case the bidder so selected doesn't come forward to take possession of the said shop, his/her EMD will be forfeited and offer of allotment would be made to the second bidder. In case of denial by the second bidder also, his/her EMD would also be forfeited and retendering of the shop done.

ALLOTMENT OF LICENCE

6. The license is valid for one year i.e. from intervening night of **vacation by the existing licensee** and shall be governed by the provisions of The Public Premises (Eviction of unauthorized Occupants) Act, 1971 and Rules/ Regulations framed there under from time to time for the purpose for any action in case of default. The following public parking sites (apart from management of staff parking) will be allotted to the licensee:

<u>Sr. No.</u>	<u>Name/Location of Parking sites</u>	<u>Area Code</u>
A.	Public Parking Areas (Lots): -	
1.	Staff Parking Car/Two-wheeler/Cycle Parking Opposite to Medical College Building.	I
2.	Public Parking Car/Two-wheeler/Cycle Parking Near Night Shelter, AIIMS Bathinda (Capacity 182 Cars)	II
3.	Public Parking Car / Two-Wheeler/Cycle Parking Next to OPD & IPD Building (Capacity 824 Cars)	III

Note:

- a. **The Institute reserves the right to change/add or remove/or discontinue any parking site during the period of the license.**
- b. **The licensee must follow the terms and conditions mentioned hereinafter, and in case of default, the licensee is liable to be evicted as per the provisions, rules and regulations framed from time to time therein under the Public Premises (Eviction of Unauthorized occupants) Act, 1971.**

The following terms and conditions are to be followed by the licensee:

PAYMENT OF LICENCE FEE

7. 25% of the total bid/license fee plus applicable Goods Services Tax (yearly, if any) of the above-mentioned parking sites shall be deposited by the highest bidder within 48 hours of the receipt of the award/allotment letter. 25% of the bid/ annual license fee plus applicable Goods Services Tax (if any) shall be paid within 2 months of the issue of the allotment letter. The remaining 50% of the bid/ annual license fee plus applicable Goods Services Tax (if any) will be deposited in 6 equal monthly instalments payable by way of the draft/banker cheque from the beginning of 4th month onwards from the date of issue of allotment letter.

In case, the instalment of bid /license fee is not paid on the due date, interest @12% per annum or at any other rates, as may be enhanced by the Institute from time to time, shall be payable from the due date to the date of actual payment.

8. Each instalment in full shall be remitted in cash or by means of a demand draft payable and drawn in favor of The Executive Director, AIIMS, Bathinda or any scheduled nationalised bank situated at Bathinda (payment by cheque will not be accepted).

9. In case of non-payment of any installment within the prescribed period or extended period as may be allowed, the Executive Director may initiate proceedings to cancel the allotment, and forfeiture of whole license fee / amount deposited by the licensee along with the security deposit.

INCOME TAX

10. As per the provisions of Sub-Section, 5, of the Section 206 C of the Income Tax Act 1961, an amount equal to 2 % (two per cent) of the amount payable by the licensee, plus surcharge and education cess etc. as may be imposed revised by the competent authority shall be recovered in addition, by the licensor to be deposited with the Competent authority. For this clause, the provisions of the Income Tax Act shall be applicable. Accordingly, the Licensee is liable to pay income tax, surcharge and cess as may be applicable in addition to the license fee from time to time during the tenure of the licence. This shall be recovered on a proportionate basis on every amount paid by the licensee, whether in advance or by way of instalment.

SECURITY DEPOSIT

11. For the faithful performance and observance of the terms and conditions of the licence, the EMD of the awardee (i.e. Rs.50,000/-) shall be treated as security deposit **in case of successful bidder**. The security or remainder thereof, if not forfeited shall be refunded to the licensee after the expiry of the licence, after the vacation of the premises by the licensee and after adjusting dues, if any.

PERFORMANCE BANK GUARANTEE / PLEDGED FDR

12. In addition to the above, the licensee shall give performance Bank Guarantee/ pledged FDR from any scheduled bank for a period of contract/license plus 06 months (i.e. valid for 18 months) in favor of Executive Director, AIIMS, Bathinda of an amount equals to 10% of licence fee / Contract fee, within a month of the date of issue of allotment letter. Failure to submit Bank Guarantee/pledged FDR in time shall attract a fine of Rs.2500/-per day and if delay is more than 15 days the offer of licensee is liable to be terminated.

PAYMENT OF ELECTRICITY CHARGES

13. In addition to the licence fee, the licensee shall pay the bills of electricity according to the reading of electricity meter to be installed by him at his/her own cost and the arrears, if any will be recovered from the security of Rs.1,00,000/- (Rupees One Lac Only) required to be deposited in this regard. In case a separate electricity meter is not installed, the licensee shall pay the charges of electricity at flat rates fixed by the Estate Office, AIIMS Bathinda, from time to time. The licensee will pay the electricity bills raised by the Institute within 10 days from the issue of bill to the Estate Office, AIIMS Bathinda, failing which the electricity supply will be disconnected without any intimation and the arrears, (if any) will be recovered from the security deposited and /or Bank Guarantee/pledged FDR.

PERIOD OF LICENCE

14. The licence shall initially be for a period of **one year** commencing from **vacation by the existing licensee**. The licence is extendable by the Executive Director, AIIMS, subject to the satisfactory service of the licensee and may be extended entirely on the discretion of the Executive Director, AIIMS, Bathinda, for a maximum period of one year and with 10% increase in licence fee. The licensee shall not be eligible for such extension as a matter or right whatsoever, and the decision of the Executive Director, AIIMS, shall be final and binding on the licensee. In default the provisions of P.P. Act, 1971 shall be invoked.

15. The request for an extension in license, if any, by the licensee should be received at least 60 days before the completion of the original term. In case it is not so received, AIIMS would be at liberty to proceed with fresh tender.

16. If at any stage, it is found that the tenderer/authorised person has submitted/produced fake/forged/manipulated documents, his/her EMD/PBG and security amount will be forfeited, he/she will be debarred for two years for dealing with AIIMS and his/her licence will also be terminated.

LICENCE DEED

17. The licensee shall execute the necessary licence deed specifying the terms and conditions as mentioned herein, on the non-judicial stamp papers worth Rs.100/- at his/her own cost, within 15 days from the date of issue of the licence memo., or before taking over the possession of the parking sites whichever is earlier, along with other documents/ payments.

POSSESSION THE PREMISES

18. In case the licensee, after acceptance of the offer of the licence of the premises, fails to furnish all the required documents or fails to make all the payments precedent to the possession and / or fails to take possession of the said premises on intervening night of **vacation by the existing licensee** alternative arrangements for running the said premises are made by the Institute. It may also result in forfeiture of earnest money and/or security deposit and it may also result in cancellation of licence/allotment. Any loss and cost incurred by the Institute in making alternate arrangements or re-tendering/allotment of the parking sites in question shall be adjusted against the advance licence fee deposited.

19. The licensee shall use the premises solely for the purpose for which it has been licensed out, and for no other purpose and he shall not part with the premises/sub-let the premises to any one directly or indirectly.

MAINTENANCE OF THE PREMISES

20. The rates to be charged from public (paid parking) would be as under: -

Rate (Rs.)/Parking fee

Initial 30 minutes of parking	:	Free of Cost
Parking charges per visit (beyond 30 Min. upto Maximum 8 hours)	:	Rs.10/- per visit
Parking Charges per visit (Maximum 24 hours)	:	Rs 25/- per visit
Two wheelers only (with/without helmet)	:	Rs.5/- per visit
Bi - Cycles	:	Rs.2/- per visit.

Staff (AIIMS, BATHINDA) Parking Areas (As per Annexure Attached)

1) Cars	:	Free of cost.
2) Scooter	:	Free of cost.
3) Bi-Cycles	:	Free of cost

21. No parking fee shall be charged to the AIIMS Bathinda staff/AIIMS Bathinda employees & and students. Including all Govt. vehicles on official duties to the Institute, peons of Govt. officers/ departments coming on cycles/scooters to this Institute on Dak Duty and the valid holders of the Blood Donation cards/ Permits issued by the Institute. The licensee shall ensure availability a manpower at Staff Parking location to avoid public parking.

22. For the purpose of trade, the licensee at his/her own cost shall ensure display of approved rates at all the parking sites.

23. All workers engaged by the licensee shall be his/her employees for all intents and purposes.

The Institute shall not be responsible for the payment of their wages and other statutory charges/compensation.

24. The licensee, his/her agents, and servants shall observe, perform and comply with all rules and regulations of the shop and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act, PF / ESI / Workmen Compensation Act and the provisions of any regulations made by the authority, Civil Aviation Department of any other Department of Government and or local body or Administration in force or in-force from time to time and to the business which the licensee is allowed to carry on under this agreement and to the area in which the said premises are located. The licensee will pay minimum wages to its employees as fixed by D.C., Bathinda, from time to time and will also be responsible for payment of ESI / EPF contributions as per law.

25. a) The licensee shall not employ any child labour(s) in contravention of the LABOUR EMPLOYMENT ACT, 1970.

b) *The licensee will make the payment of all the employees who are working with them through electronic/cashless mode and will also keep a record of the same for future reference.*

26. The licensee shall ensure that his/her workers engaged in the management of the parking sites in question should show good behavior with the public as well as the staff and provide prompt services by employing the staff strictly according to the requirement of the Institute for maintaining proper parking management.

27. No stationery/furniture of any kind shall be provided by the Institute to the licensee during the period of the contract.

28. The working of the parking sites will be regulated as under:

(a) The premises shall be kept in a clean sanitary and tenable condition by the licensee failing which an amount of Rs. 8.00 Lakh per annum will be charged from the licensee on a prorata basis, and the sanitation of the parking lot will be entrusted and carried out through the sanitation department of the AIIMS Bathinda. The licensee shall also pay for the cost of making good any damage thereto or to adjacent premises, caused by negligence or misuse of premises by the licensee and shall indemnify the licensor against any loss/damage/additions/alterations to the premises. In failure /violation of the conditions and directions regarding sanitary and cleanliness, the responsibility in this regard will be fixed by the authorities, and the cost to carry out the same work on behalf of the licensee will be borne by the concerned licensee or licensee as the case may be.

(b) The licensee would provide dust free environment. The conditions, which increase the infection, shall not be allowed. The licensor reserves the right to issue directions from time to time for proper sanitation and cleanliness of the premises. These will have to be followed by the licensee.

(c) In case of failure to implement the directions regarding maintenance of the premises, the suitable fine may be imposed on him for every lapse by the DDA, AIIMS, Bathinda and his/her tender is also liable to be terminated by the Executive Director, AIIMS, Bathinda. The decision of the Executive Director, AIIMS, Bathinda, in this case shall be final and binding.

29. The licensee shall not use any electric broadcaster or any other article that may disturb the atmosphere of the Hospital.

30. The licensee shall responsible for safety, security and maintenance of the boom barriers wherever installed by the Institute.

31. The licensee shall pay during the terms of licence all the Central/local taxes and cesses for the time being imposed or assessed on the premises by the competent authority from time to time. The licensee shall pay Goods and Services Tax on the licence fee as notified by the Central Board of Indirect Taxes & Customs (CBIC) from time to time. The Goods and Services Tax should be deposited along with monthly licence fee. The GST on Interest or late fee or penalty for delayed payment of any consideration for any supply shall also be recovered from the licensee in accordance with the provisions of the Central Goods and Services Tax Act, 2017 and also in accordance with any amendment in the said Act thereafter.

32. No obnoxious trade like Bidi, Cigarette, Pan Masala etc., shall be carried on at the premises. The licensee shall ensure strict 'NO SMOKING' inside the premises.

33. Neither this licence nor any of the rights conferred by it shall be transferred or assigned to any other person, nor shall the premises or any part thereof be sublet directly or indirectly.

34. It is mandatory for the licensee to segregate the solid waste as per the Solid Waste Management Rules.

35. Lightening of Dhoop /Jot /Agarbatti, Havan etc. in the AIIMS Campus is strictly prohibited

BUSINESS TIMINGS OF THE PREMISES

36. The timings of the said premises for providing services shall be **round the clock**. The presence of the licensee or his/her persons/authorized representative shall be ensured during the said working hours. Otherwise, it would be a violation of the terms and conditions calling for termination of the licence followed by eviction.

PENALTY AND OTHER PENAL PROVISIONS

Following penalties for various violations/lapses on the part of the licensee (if any) will be imposed by the DDA, AIIMS, Bathinda: -

37. The licensed premises/sites shall be used only for allowing parking of vehicles/cycles for which the license is being given. Violation of this clause would attract a fine of Rs.500/- for each incident for each day.

38. The staff of the licensee should possess all qualifications of security Guard i.e. Matric, Height 167 CM minimum, 18 years age and shall wear proper uniform including shoes / belt / cap turban / trouser, and have nameplates displayed on left side pocket of the shirt Identity cards. He/she should be smartly dressed, it is worthwhile to mention that the expense of the same will be borne by the licensee only. Non-fulfilling of minimum qualification, physical standards, non-wearing of uniform by his/her staff would involve a fine of Rs.100/-per person per day.

39. A list containing name, father's name, qualification, date of birth, address and latest photograph of his/her staff will be submitted by the licensee to the OIC Security for his information by 7th of every month or whenever any change occurs. Violation of this clause would involve a fine of Rs.1000/- for each incident for each day.

40. The licensee would provide duty roster of parking attendants to the Security department in advance by 25th of every month. Delay in this regard would involve a penalty of Rs.500/- per day.

41. The licensee will ensure proper supervision of the parking attendants. One responsible Supervisor/Representative of Licensee shall always be available in the AIIMS, Bathinda premises to sort out various complaints arising in connection with parking and should be provided mobile phone. Name and mobile number of the supervisor should be intimated to the Estate Office & OIC Security. Violation of this clause would involve a fine of Rs.500/- for each incident for each day.
42. The licensee will deploy the parking attendants for running and management of the AIIMS, Bathinda staff parking sites as per Annexure. Violation of this clause would involve a penalty @ Rs.5000/- for each incident for each day.
43. The above-said staff parking sites shall be managed on round the clock basis. The presence of the licensee or his/her person shall be ensured for 24 hours, otherwise it would be a clear violation of the terms and conditions calling for termination of licence followed by eviction and fine of Rs.500/- for each person for each day.
44. The licensee shall ensure that there is no mismanagement, misconduct, mis-behaviour or any subversive acts on his/her part or the employee appointed on his/her behalf. If such reports are found to be correct then DDA, AIIMS, and Bathinda is empowered to impose penalty of Rs.1000/- for each incident for each day.
45. The licensee shall not be allowed to construct any structure or shelter in the parking area without prior permission of DDA, AIIMS Bathinda, violation of the said clause would involve a fine of Rs.1000/- for each incident.
46. The advertisement or Hoarding or Posting of Posters on the AIIMS, Bathinda walls are strictly prohibited unless it is allowed by the Institute. Violation of this Clause would involve a fine of Rs.1000/- for each incident for each day.
47. Boards of suitable size shall be erected at site indicating name of the licensee & his/her mobile/phone number and rates to be charged for each category of vehicles in three version i.e. Hindi/English/Punjabi duly approved by the Institute. Violation of this clause would involve a penalty of Rs.1000/- for each incident.
48. The licensee or his/her worker will not overcharge to visitors. The violation of this clause would involve a fine of Rs.1000/- for each incident, for each day and his/her licence may also be cancelled if such instances are repeated by the licensee or his/her workers.
49. The licensee shall be responsible to protect the Institute property in the possession during the licence period. For any damage to the property, he shall have to pay the damages to the Estate Office, AIIMS, Bathinda within 7 days, in case he fails, the cost of damages will be recovered from the Security Deposit/Bank Performance Guarantee/Pledged FDR.
50. In case of theft/ damage in and of the vehicle or theft of spares of vehicles, the matter may be sorted out amicably by both the parties i.e. licensee and the owner of the vehicle. The licensee will have to resolve the complaints of theft/damages with the complainants within one month. In case the matter is not sorted out, it can be referred to the DDA, AIIMS, whose direction/decision shall be final and binding on the Licensee. A fine up to the full cost of vehicle or the theft damage of vehicle may be imposed which if not paid, would be realized from the security/performance bank guarantee/pledged FDR.
51. No obnoxious trade like sale/use of Bidi, Cigarette, Liquor, drugs, Pan Masala etc. shall be carried out at the premises. The licensee shall ensure strict **NO SMOKING** by parking attendants or visitors in and around parking sites. Violation of this clause would involve a fine of Rs.100/- for

each incident for each day.

52. If the licensee fails to maintain cleanliness in/surrounding area of the parking site DDA, AIIMS is authorized to impose a fine of Rs.500/- for each incident for each day.

53. A complaint box approved and sealed by the Institute shall be provided at the location approved by the Institute at parking site, its upkeep, maintenance and security shall be the responsibility of the licensee. Violation of this clause would involve a fine of Rs.100/- for each incident.

54. In case of any other complaint not mentioned in the deed which is found to be correct, a fine up to Rs.500/- will be imposed for each incident for each day.

55. The licensee shall ensure that no healthy person including Driver or licensee will sit inside his/her vehicle in the parking area. Violation of this clause would involve a fine up to Rs.500/- for each incident for each day.

56. All the staff/public parking sites shall be managed by the licensee on round the clock basis. The licensee shall ensure that the vehicle should not be parked in haphazard manner in the parking lots (staff/public). Violation of this clause would involve a fine of Rs.500/- for each incident for each day per **deployment** area.

57. No vehicle should be parked on the road beams or unauthorised places.

58. The licensee shall provide Brass/Plastic Tokens /printed parking sticker to the AIIMS, Bathinda employees against parking of their vehicles free of cost. Violation of this clause would involve a fine of Rs.500/- for each parking area incident for each day. However, in case of loss of token, the Licensee is authorized to recover Rs.10/- from the staff member and release the vehicle after due verification.

59. *The licensee shall have to arrange one recovery van round the clock for towing the vehicles parked on the roads, no parking zone, tow away zone etc. in the campus area to keep the roads clear for free flow of vehicular as well as human traffic. The licensee is authorized to tow away the vehicle with the prior approval from the OIC Security and is authorized to charge Rs. 100/- (Rupee one hundred only) for two wheelers and Rs.300/- (Rupees three hundred only) for four-wheeler from the defaulters/violator against issuance of a proper receipt as per duly approved specimen by the Institute and shall submit a detailed weekly statement of towed vehicles (as per proforma attached) through OIC Security to the Senior Administrative/Administrative Officer (Estate Branch) of the Institute on every Monday or the next working day in case of holiday on Monday. Recovery van must bear the board "On AIIMS DUTY" and equipped with all accessories including Public Address System. To ensure that no damage should be caused to the vehicle, the licensee shall take all precautionary measures while towing away the wrongly parked vehicles. If any damage is caused to any vehicle due to improper towing away of vehicle by the recovery van, it shall be sole responsibility of the licensee to compensate the owner. In the event of dispute, the same will be addressed at the level of Deputy Director (Admn.) and if it is found that the damage has been caused due to improper towing, then the licensee will have to make good the loss/damage suffered to the vehicle within 15 days. In the event of failure to make good the damage/loss suffered to the vehicle, then the amount shall be deducted from the security money/PBG of the licensee immediately, and the licensee shall have to make good the shortage in the security money/PBG, in order to avoid his termination of licensee due to shortfall of security deposit/PBG, within 10 days. Any violation relating to this clause, inter alia, regarding not taking prior approval, overcharging, or non-issuance of proper receipt would attract a fine of Rs.1000/- (Rupees one Thousand only) per incidence.*

60. The licensee will keep portable ABC fire extinguishers in all the public car parking areas to deal with the fire exigency. The violation of this clause would involve a fine of Rs.100/- per day for each parking.
61. If the fine/penalty as mentioned in all the clauses of the Contract is not paid within the stipulated time, in cash to the Estate Office, AIIMS, Bathinda, then the fine/penalty amount will attract an interest @ 12% per annum be doubled and the amount would be deducted from the Security Deposit/Bank Performance Guarantee automatically.
62. The licensee shall not be allowed to transfer/sublet his/her/their rights/interest to another person's directly or indirectly.
63. A site inspection register shall be maintained by the licensee at the parking site for recording comments/instructions of the Inspecting Officer. The site inspection register shall be page numbered and authenticated by the Estate Officer and should be submitted/produced as and when asked for by the Estate Officer.
64. In case the parking site is required to be closed due to some unforeseen reasons or administrative reasons, the Executive Director, AIIMS, Bathinda may consider to compensate the licensee proportionately or suitably or other space for the parking site shall be allotted by the Executive Director, AIIMS, Bathinda.
65. No addition/alteration in the name of the licensee shall be allowed after allotment.
66. The licensee shall have to disclose his/her postal as well as permanent address & telephone / mobile number on the site board.
67. A fortnightly meeting of the licensee with OIC Security and Deputy Director (Admin.) shall be held in the DDA office.
68. The licensee will have to install two CCTV cameras one each at entry and exit on all the parking sites. Violation of this clause will attract a fine of Rs.100/- per day per site.
69. The licensee will have to provide vehicle-checking equipments to his/her staff deployed at the various parking sites and each vehicle will be checked at the entry point. Violation of this clause will attract a penalty of Rs.100/- per day per site.
70. The licensee will not issue any daily pass. Only single-entry ticket as per the prescribed fee will be issued to the public.
71. The licensee will reserve the space for parking of vehicles for handicapped persons.
72. Electronic mode of parking slip should be mandatorily adopted by the licensee to increase transparency. The licensee should ensure issuing of real time parking slips with vehicle number, detail of vehicle and description of parking fee mentioned in Clause No 20 above. Violation of this clause would involve a fine of Rs.500/- for each incident for each day.

VACATION / TERMINATION NOTICE

73. Notwithstanding anything contained in condition 14 above, the licensor shall be at liberty to terminate this licence by giving 30 days clear notice ending with the expiry of that month of licence without assigning any reason whatsoever. However, the licensee may terminate this licence by giving 60 days of clear notice ending with the expiry of the month of licence. In this
Signature of tenderer

case he/she will be debarred for participating in the tender process of all the commercial sites for 2 years, and 50% of the one-month licence fee will be charged/deducted from the licensee, and the same will be deducted from his security deposit subject to minimum of Rs.20,000/- and maximum of Rs.5 Lacs (including the cost of re-tendering), however, the Executive Director, AIIMS, Bathinda, reserves the right to allot the licence to the 2nd or 3rd highest bidder, in case the initial licensee opts to terminate the licence any time during the period of initial allotment of the licence.

74. The Estate Office will inform the concerned Officer (Electrical/Civil) in advance about the date of the vacation of any commercial sites.

75. After the date of vacation of any commercial site, the concerned J.E. (Civil/Electrical) will reach at the vacated site/shop on the next working day at 11.00 A.M. and sign the vacation report. Further, if J.E. (Civil/Electrical) fails to visit the site/shop on the spot at the stipulated time, then the same will be signed by the concerned J.E. in the office of the Estate Office. Further, the final bill of the electricity of the vacated site/shop will be sent to the office of Estate Branch by the concerned J.E. (Electrical).

VACATION OF THE PREMISES AFTER EXPIRY / REVOCATION OF LICENCE

76. The licensee shall deliver the vacant possession of the parking sites in question to the official authorized by the Director after the expiry or revocation or cancellation or termination of the licence. In case, the licensee fails to handover the vacant possession after expiry of licence period, he will be liable to pay 5 times of monthly licence fee (proportionate) adjusted for the period less than a month in such after the expiry of licence period unless, it is extended by the Director, AIIMS, BATHINDA, Bathinda. In case of non – deposit of the fine as above, the same is liable to be deducted from thy security deposit. In such clause regarding arbitration shall not apply and action shall be taken against the licensee under The Public Premises (Eviction of Unauthorised Occupants) Act, 1971.

DISPUTE RESOLUTION

77. Any dispute except falling under The Public Premises (Eviction of Unauthorised Occupants) Act, 1971 shall be referred to the Director, AIIMS, BATHINDA, Bathinda, who shall have the power to further delegate his power if required, to any other competent officer of the Institute under Regulation 25(3) of the AIIMS Act, 1966. The said officer shall place the matter before the Executive Director, AIIMS, Bathinda, after thorough examination. The Executive Director, AIIMS, Bathinda, shall take the final decision after considering the full facts and circumstances of the case. The decision of the Director, AIIMS, BATHINDA shall be binding upon both the parties.

JURISDICTION OF COURT

78. "The courts at Bathinda shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties."

MISCELLANNEOUS

79. In case of breach of any of the terms and conditions of this licence, the Executive Director, AIIMS, Bathinda may revoke this licence and forfeit the security and the licensee shall thereupon forfeit all the rights hereunder, and shall remain liable for any sum then due, from him/her and also for any damage or loss which may be caused to the licensor by reason of such default or for making any alternative arrangement for running the said premises. The Executive Director, AIIMS, Bathinda shall have the right to forfeit the Security either in full or in part and in that case the Bank Guarantee/ Pledged FDR may also be encashed, if required to recover such damage/losses.

80. The licensee shall permit access to the Executive Director, AIIMS Bathinda or his/her duly authorized agent at all reasonable times for the purpose of inspecting the premises and the trade or business carried therein.

81. The performance of the licensee of the parking sites will be reviewed every three months by the official(s) deputed by the Executive Director AIIMS, Bathinda for the said purpose.

82. The Executive Director, AIIMS, Bathinda may modify, impose or relax any clause in the terms and conditions.

Annexure A

I / We accept all the terms and conditions mentioned above and hereby tender monthly licence fee as per the sealed envelope, attached separately.

EMD detail :

FDR/TDR No. _____

No.....

Dated.....

for Rs.

at scheduled Bank.....

Branch

Affix attested
latest Passport
Size Photograph
with date.

(Signature of tenderer(s))

PAN Number _____
(Enclose attested Photocopy)

(Individual/Firm/company/other)
(Affix stamp except individuals)

Dated: _____

Name in full (of tenderer).....

Date of Birth.....

Father/Husband's Name.....

Address for correspondence.....

Phone No..... Mobile No.....

Permanent Address.....

Phone No..... Mobile No.....

Witness – I

Witness - II

Signature:..... Signature.....

Name Name.....

Address Address.....

Phone No..... Phone No.....

Mobile No..... Mobile No.....

ANNEXURE - I

PROFORMA FOR AFFIDAVITE

TO BE WRITTEN ON NON-JUDICIAL STAMP PAPER OF RS. 100/-

(TO BE ATTESTED BY A MAGISTRATE IST CLASS OR OATH

COMMISSIONER/PUBLIC NOTARY) I,..... S/o, D/o

.....

R/o..... Police Station.....

District.....

Contractor/ partner or sole proprietor (Strike out the work which is not applicable) of (firm or contractor)

..... do hereby declare and solemnly affirm that:

- (i) I am/my firm/company is not blacklisted by Union or any State Govt./ Organisation.
- (ii) No individual/firm/companies blacklisted by the Union or State Government or any partner or shareholder thereof, have any connection directly or indirectly with or has any subsisting interest in business of my firm.
- (iii) I am or my partner are not involved / convicted in any criminal case / economic offence and no criminal case/economic offence is pending against me or my partner in any court of Law /Registered with police.

Dated:-.....

Deponent

VERIFICATION

I do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and it conceals nothing.

Deponent.....

**WEEKLY STATEMENT TO BE SUBMITTED TO THE
ADMINISTRATION BRANCH ON EVERY MONDAY**

Sr No	Date	Type of Vehicle	Registration No. of Vehicle	Name & Address of owner/person taking the vehicle	Name of CSO/SO from whom approval for towing vehicle obtained	Amount Charged	Receipt No.

Drawing of Public Parking Sites

