

HANDLOOM MARKETING COMPLEX (JANPATH) ALLOTTEES  
ASSOCIATION  
HANDLOOM HAAT  
JANPATH, NEW DELHI- 110001  
OWNED BY  
Office of Development Commissioner (Handlooms)  
Ministry of Textiles

INVITES

## TENDER FOR

ENGAGEMENT OF AGENCY FOR PROVIDING PARKING SERVICES

TO

HANDLOOM MARKETING COMPLEX  
SITUATED AT JANPATH NEW DELHI-110001

Tender No-\_\_\_\_\_

Notice Inviting Tender  
For providing Parking Services  
at  
Handloom Marketing Complex, Janpath,  
New Delhi

HMCAA on behalf of Office of DC(HL) invites sealed tenders (two bid system) from reputed agencies for "Management of Parking lots (basement) at HMC, Janpath, New Delhi for 14 hours (between 8 AM to 10 PM) for a period of one years through open tendering, which may be further extended on mutual consent, for a further period of one year or a part thereof, on the existing terms and conditions, if performance is found satisfactory.

The tender document can be downloaded from the website [www.handlooms.nic.in](http://www.handlooms.nic.in) and submitted along with non refundable cost of tender of Rs 1000/- in the form of a Demand Draft/ Bankers Cheque in favour of "The HHEC of India ltd. - HMC A/c", of any Nationalized and Scheduled Bank payable at New Delhi .

Duly filled offer document shall be dropped in the TENDER BOX kept at, Handloom Marketing Complex, Janpath, New Delhi - 110 001. **The last date of submission of tender is 06.08.2016 by 3.00 PM.** The tender shall be opened in the presence of the tenderers who choose to be present on the same date at 4.00 PM at Handloom Marketing Complex, Janpath, New Delhi.

The cost of tender i.e. Rs. 1000/- has to be enclosed along with the tender in the Technical Bid envelope. Non submission of tender cost would lead to rejection of the tender.

The tenders received after the above date & time will not be considered. No tender by fax or E-Mail will be entertained.

## DEFINITION

HMC shall mean Handloom Marketing Complex.

HMCAA shall mean Handloom Marketing Complex (Janpath) Allottees Association.

Bidder shall mean any one who participates in the tender and submits its Bid.

Bid/ Proposal shall mean the Bid submitted by the Bidders in response to this tender.

Bid Validity Period shall mean a period of not less than 180 days from the last date for submission of the Bid Proposal.

Management means managing committee/executive body of HMCAA on behalf of O/O DC(HL)

Services shall mean providing Parking services to HMC at Janpath New Delhi-110001

Successful Bidder the Bidder who interalia meets the following requirements

- (a) Meets the Technical and Financial criteria;
- (b) Whose Bid Proposal are acceptable to the Tender committee or the representative from O/O DC(HL)
- (c) adheres / consents to adhere to all other conditions laid by HMCAA.

## 2. BRIEF ABOUT HMC

With the vision of Ministry of Textiles, HMC has been created for the ultimate benefit of the Handloom Industry and Weavers.

In This regard, HHEC has been engaged as Implementing Agency for maintenance and operation of Handloom Marketing Complex in addition to their presence for marketing of Handloom Products.

HANDLOOM MARKETING COMPLEX (JANPATH) ALLOTTEES ASSOCIATION,  
JANPATH, NEW DELHI,

'Schedule-A'

Sl. No. of Tender :

File No.

Name of the Party in :

Whose favour the Tender  
Form has been issue

To,

The HMCAA  
HANDLOOM MARKETING COMPLEX,  
JANPATH, NEW DELHI- 110001

Dear Sir,

I/We hereby submit our tender for the "Management of Integrated Parking (Under Ground) at HANDLOOM MARKETING COMPLEX, JANPATH, NEW DELHI," for 14 hours (between 8 AM to 10 PM) for a period of one year which may be further extended with mutual consent, for a further period of one year or a part thereof on the existing terms and conditions if performance is found satisfactory."

1. I/We enclose herewith the D.D. No..... dated..... for Rs. 1,00,000/-(Rupees One Lakh Only) drawn in favor of "The HHEC of India Ltd.- A/c HMC" towards EMD/Bid Security.
2. I/We have noted that the requirement of performance security for "Management of Integrated Parking (Under Ground) at HANDLOOM MARKETING COMPLEX, JANPATH, NEW DELHI .
3. I/We hereby agree to all the terms and conditions, stipulated by the HANDLOOM MARKETING COMPLEX (JANPATH) ALLOTTEES ASSOCIATION, Janpath, New Delhi-110001 on behalf of O/O DC(HL), in this connection including penalty etc.
4. I/We note that overwritten entries shall be deleted unless duly cut/re-written and initialed.
5. Tenders are duly signed (No thumb impression should be affixed).
6. I/We undertake to sign the Agreement within 15 (fifteen days) from the issue of the letter of acceptance, failing which our/my security deposit may be forfeited and our/my firm shall be debarred for bidding in HANDLOOM MARKETING COMPLEX for a period of three years.

Yours faithfully

Signature of Tenderer(s) with full address

WITNESS \_\_\_\_\_

WITNESS \_\_\_\_\_

INSTRUCTIONS TO TENDERERS

SUBJECT: "Management of Integrated Parking (Under Ground) at HANDLOOM MARKETING COMPLEX New Delhi" for 14 hours (between 8 AM to 10 PM) for a period of one year through open tendering, which may be further extended on mutual consent, for a further period of one year or a part thereof, on the existing terms and conditions, if performance is found satisfactory.

**START DATE OF SUBMISSION** .....  
**LAST DATE OF SUBMISSION** .....upto 3.00 PM  
**DATE OF OPENING OF TECHNICAL BIDS** .....at 4.00 PM at Handloom marketing Complex at Janpath , New Delhi

1. Sealed Tenders are invited on behalf of HMC for the subject tender. The sealed tenders should be dropped in TENDER BOX No. 1 kept at Handloom Marketing Complex, Janpath, New Delhi, 1<sup>st</sup> Floor.(From 10.00 AM to 5.00 Pm on working days) by stipulated date and time, failing which the tender shall be rejected. Terms and conditions should invariably be followed.
2. TENDER SHOULD INVARIABLY BE SUBMITTED IN TWO BID SYSTEM CONTAINING TWO PARTS AS DETAILED BELOW:

PART-I: - TECHNICAL BID IN ONE SEALED ENVELOPE

PART-II: - PRICE BID/FINANCIAL BID IN SEPARATE SEALED ENVELOPE

BOTH THE SEALED ENVELOPES (PART-I & II) SHOULD THEN BE PUT IN OUTERCOVER INDICATING THEREON:

- i) Reference No. Of the Tender :  
\_\_\_\_\_
- ii) Tender regarding :  
\_\_\_\_\_
- iii) Name of the firm :  
\_\_\_\_\_

PLEASE NOTE THAT PRICES SHOULD NOT BE INDICATED IN THE TECHNICAL BID. THE QUALIFICATION DOCUMENTS INCLUDING E.M.D./BID SECURITY AS REQUIRED IN THE TENDER DOCUMENT SHOULD INVARIABLY BE ACCOMPANIED WITH THE TECHNICAL BID.

NOTE: - TENDERS SUBMITTED WITHOUT FOLLOWING TWO-BID SYSTEM

PROCEDURE AS MENTIONED ABOVE WOULD BE SUMMARILY REJECTED.

3. The tender form should be clearly filled in ink legibly or type written giving full address of the tenderers. The tenderers should quote in figures as well as in words the rate/amount tendered by him/them. Alterations / over writings unless legible, attested by the tenderer, shall disqualify the tenders. Conditional tenders shall also be out rightly rejected. The tenders should be signed by the tenderer himself/ themselves or his/their authorized agent on his/their behalf (Authorization letter may be enclosed, if applicable).
4. THE FORWARDING LETTER/UNDERTAKING (Schedule-A) DULY SIGNED SHOULD INVARIABLY BE RETURNED ALONGWITH QUOTATION FURNISHED FAILING WHICH THE TENDER SHALL BE REJECTED.
5. The tenderers should fill the financial bid in a manner that the rates and amounts are written in such a way that interpolation is not possible; no blanks should be left which would otherwise make the tender invalid.
6. The tenderers rates should be kept open for a period of six months from the date of opening of the tenders.

EACH TENDER SHOULD BE ACCOMPANIED WITH EMD/BID SECURITY AMOUNTING to Rs.1,00,000/- ( RUPEES ONE LAKH ONLY) BY WAY OF DEMAND DRAFT) DRAWN IN FAVOUR OF "THE HEC OF INDIA LTD. – HMC A/C" OF NATIONALIZED & SCHEDULED BANK FAILING WHICH THE TENDER SHALL NOT BE CONSIDERED FOR ACCEPTANCE AND WILL BE OUTRIGHTLY REJECTED. CASH/CHEQUE IS NOT ACCEPTABLE AT ALL. NO INTEREST IS PAYABLE ON EMD/BID SECURITY. Earnest Money is required to protect the HMC against the risk of the bidder's conduct, which would warrant the forfeiture of the E.M.D. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the HMC. The successful bidder's earnest money will be forfeited without prejudice to other rights of HMC if it fails to furnish the required performance security within the specified period. The Earnest Money Deposit deposited by the successful tenderer will be adjusted towards license fee deposited by them before entering into acceptance. The EMD of unsuccessful bidders will be returned to them on completion of the tender process. No interest shall be paid on the EMD. If any of the selected bidders, refuses/ or is unable to execute the order, his EMD will be forfeited.

7. Force Majeure: - If at any time during the period of the contract, either party is subject to force majeure, which can be termed as natural disasters or, acts of God etc. which may prevent either party to discharge its obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or 21 days, whichever is more, either party may at its option terminate the contract.
8. The Management reserves the right to cancel/reject full or any part of tender which do not fulfill the conditions, stipulated in the tender.
9. Tenderers submitting tenders would be considered to have considered and



accepted all the terms and condition. No enquiries verbal or written shall be entertained in respect of acceptance or rejection of the tender.

11. Any action on the part of the tenderer to influence anybody in the Committee or the Corporation will be taken as an offence, he will not be allowed to Participate in the tender process and his tender will not be opened.
12. The Tenderers on allotment of contract shall sign the contract within 15 days of the intimation sent to him on the acceptance of his rates, failing which the security money will be forfeited and the name of contractor will be debarred for bidding for a period of three years.
13. The duly constituted Tender committee will shortlist the Technical Bids on the basis of technical parameters i.e. essential qualification criteria as per tender requirement. Based on the results, vendors will be short-listed and the names of short listed vendors announced to the respective vendor who qualify in the Technical Bids. The price bid of only vendors short listed in the Technical Bids will be opened in the presence of their authorized representatives on a specified date and time to be intimated to the respective vendors. Those vendors who fail to furnish essential documents in support of qualification criteria will be summarily rejected and no correspondence will be entertained in this regard.

14. Eligibility Criteria:- The eligible bidders need to fulfill the following: -

- 14.1 Annual average turnover from similar work should be minimum Rs 25.00 Lakhs or more during last financial year and submission the proof shall be as under.

N.B.1:

Attach audited balance sheets and profit and loss account statements. 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)
2015-16	Rs.

N.B.2:

Attach Annual Returns (ITR) of last Financial Year i.e. 2015-16

- 14.2 (i) Should have provided or is providing Parking Management Services during the last 1 (one) year to any Ministry/Govt. 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 to fulfill any of the

following laid down criterion-

- a) One work of similar nature completed satisfactorily of managing parking lot of at least 100 four wheelers in last 1 year.
- (ii) In case the tenderer has ever worked as parking management contractor at HMC during the last one year then the firm has to submit a satisfactory performance certificate for the said contract period from the competent authority of those organization.

NOTE 1:

1. Similar services means providing Parking Management Services.
2. The experience certificates issued by private organizations shall be supported by relevant service tax return submission or any other proof for the said work.
3. Completed work shall mean under one contract with extension/s. Work considered should either have been completed/concluded or should have been more than one year old live contract with due extension/s.

NOTE 2:

1. The tender Committee may also accept Performance Certificate in other similar contents and its decision shall be final.
2. 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.
- 14.3 Should have valid Employees Provident Fund (EPF) Registration Certificate and Code No.
- 14.4 Should have valid Employees State Insurance Corporation (ESIC) Registration Certificate and Code No.
- 14.5 Should have valid Service Tax Registration Certificate along with latest Service Tax Clearance Certificate.
- 14.6 Should have valid PAN/TAN No. under Income Tax Act.
- 14.7 Bank Solvency Certificate for Rs.5 lakhs.
- 14.8 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 due to corrupt and fraudulent practices in the past by any Govt. Organization/PSU/Autonomous Institution and there is no Vigilance/CBI case pending against the firm/agent.

Management may terminate the offer/contract in case it is observed that the bidder/Service Provider has concealed the facts. The Bid Security/ Performance Security would also be forfeited.

15. Also the following documents should be enclosed along with the

Technical Bid, failing which the tender shall not be considered for acceptance and will be out rightly rejected:-

- 15.1 Name of the organization/Agency/contractor with full postal address, Fax number, Telephone & Mobile number.
- 15.2 Copies of the audited statements of accounts, balance sheets for the last 1 Financial Years (2015-16).
- 15.3 The tenderer shall furnish following certificate invariably along with technical bid, as applicable:
  - i) 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.
  - ii) An attested copy of partnership deed duly registered by the Registrar of Firms, in case, of partnership firm.
  - iii) 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 Directors.
- 15.4 The bidder has to submit a written power of attorney authorizing the signatory of the bid to participate in the bid.
- 15.5 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 Management 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.
- 15.6 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.
- 15.7 Particulars of the contract handled for during the last one year with parking capacity of four wheeler vehicle as per following tabulation: -

Year	Name & Address of the Organization	Period	Parking Area/ Capacity of Four Wheeler Parking in managed Parking Area
2015-16			

15.8 The approved/selected contractor will have to enter into a written agreement on Rs.100/- non-judicial stamp paper with HMC for honoring all aspects of fair trade practices in executing parking contract at HMC for one year.

15.9 Tender by Tele-fax/fax/e-mail will not be accepted. If the tenderer gives a false statement on any of the above information, the firm/supplier will not be considered and their quotation/tender shall be deemed to be rejected and the security deposited will stand forfeited.

15.10 The Management shall have the right to reject any tender without assigning any reason thereof who generally does not fulfill the qualification requirement of the tender. No correspondence will be entertained in this regard.

15.11 Handwritten quotations shall be accepted at the bidder's risk. In case of any discrepancy in the figures, the rate mentioned in words will only be considered.

15.12 Any action on the part of the tender to influence anybody in the Management will be taken as an offence and the tender submitted by the firm will subsequently be rejected.

15.13 The courts at Delhi will have the jurisdiction to try any matter, dispute or reference between the parties arising out of the contract. It is specifically agreed that no court outside and other than Delhi court shall have jurisdiction in the matter.

15.14 This tender document and subsequent agreement deed with the approved contractor is non-transferable.

15.15 The tenderers are required to quote their rates on Part-II (Format for financial bid) provided with the tender.

15.16 In case the tender document is downloaded from the website: -

The bidders may download the tender documents directly from the website of office of the development commissioner for handlooms: [www.handlooms.nic.in](http://www.handlooms.nic.in) , in such case, the bidders are required to submit the tender cost of Rs.1000/- (non-refundable) by way of separate demand draft drawn in favour of "The HHEC of India Ltd. -A/c-HMC" of Nationalized & Scheduled bank and the same should

essentially be enclosed along with the technical bid. In no case, the tender cost fee should be mixed with EMD amount-the tenders not following the above procedure will be summarily rejected.

## 16. Resolution of dispute

16.1 If dispute of difference of any kind shall arise between the Institute and the contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, either the Management or contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference shall be referred to the sole arbitration, appointed to be the arbitrator by the Management. The award of the arbitrator shall be final and binding on the parties to the contract. The cost of Arbitration shall be borne by both the parties equally.

16.2 Venue of Arbitration: The venue of arbitration shall be New Delhi, India.

17 Applicable Law: The contract shall be governed by and interpreted in accordance with the law of India for the time being in force.

### Note:

1. If the above-mentioned certificates/certified documents are not submitted along with the tender, such offers will not be considered and will be outrightly rejected.
2. Any tenderer/supplier giving false information shall be disqualified and removed from the rate contract. No business, henceforth, will be done with the firm/supplier

## TERMS AND CONDITIONS OF THE CONTRACT AGREEMENT

1. The period of the Contract shall be for one year which may be extended at the discretion of the Management, for a further period of one year or a part thereof on the existing terms and conditions if performance is found satisfactory with the consent of both the parties.”
2. The duties and responsibilities of the contractor will be as follows: -
  - i. To manage the Integrated Parking (Under Ground Parking) at HMC, Janpath, New Delhi and charge the requisite pre-prescribed fee from the commuters.
  - ii. To ensure that vehicles are not parked in ‘No parking areas’. For this purpose the Contractor will arrange Cranes for removing the vehicles parked in unauthorized place or unauthorized vehicles parked in designated parking.
  - 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.
  - v. To ensure manning of the Automatic Parking Ticket Vending Machines at the entry of the Four Wheeler Parking.
  - vi. To ensure manning of Computerized Collection Booths for collecting payment at the exit of the Four Wheeler Parking.
  - vii. To deploy Parking Marshals to assist and regulate the flow of traffic and parking of vehicles in parking lots at all the Four Wheeler Parking.
  - viii. To deploy an authorized representative (supervisor) acceptable to Security Section to invariably make himself present in the parking areas to deal with day to day parking problems/complaints.
  - ix. The contractor shall provide his Mobile number and also of the Supervisor who will be responsible for the management of the parking on behalf of contractor.
  - x. 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 reasons during the period which have been parked under his custody. The contractor shall also be responsible for any loss occurred due to misuse/mishandling/theft of the Automatic Parking Ticket Vending Machines, Computers installed in the Payment

Collection Booths, Boom Barriers and Parking Sensors, parking slot light indicators, cameras etc.

- xi. The contractor shall be responsible for the installation of all the above mentioned parking appliances
- xii. The contractor shall be responsible for the safe custody of the notice boards displayed by the Association displaying schedule of rates and to ensure that the rates etc. are not tampered with/altered/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 Rs.2,000/-on each occasion /lapse will be charged irrespective of whether such acts are done by agents of contractor or not. The decision of the Management in this regard shall be final and binding on the contractor.
- xiii. A penalty of Rs.2,000/- shall be levied for non-observance of good behavior with the public and the staff or for over charging for each complaint/incident. Apart from this, the Management shall also reserve the right to cancel the contract by giving one-month notice. HMCAA shall also be empowered to cancel the contract, forthwith without any notice for reasons to be recorded. The contractor will vacate the sites on such cancellation within a period of one week.
- xiv. The complaints from the General Public and the staff for the harassment /misbehavior/ overcharging or for loss (es) or damages to the vehicles shall be enquired into by the Management and the penalty on account of loss (es) or damages shall be recovered from the contractor as mentioned above.
- xv. The staff employed by the contractor for parking lot will be in proper Uniform (Blue pant and Blue Shirt with embroidered names on the Shirt). The contractor shall be responsible to ensure that his workers come on duty in neat and clean uniform. The cost of the uniform and nameplates etc. will be borne by the contractor. 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. 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 Management.
- xvi. The contractor shall ensure that vehicles are parked only in notified parking areas and a sum of Rs.200/- will be levied as fine each time for wrong parking or in case any vehicle is found to be parked in areas not earmarked as parking areas and the same will be recovered from the contractor.
- xvii. The contractor shall be liable to a penalty amounting to Rs.1000/-per day per location if personnel are found missing or not performing their

duty during the hours.

- xviii. The contractor shall ensure proper maintenance of various traffic and other signboards installed in the parking areas.
- xix. In case the failure of boom barrier/ ticket dispensing system the contractor shall make manual arrangement through hand held ticket dispensing machine. No claim whatsoever shall be on Management for non-performance of the automation system. The stationary rolls required shall be arranged by the contractor for the hand held dispensing system. The stationary and cartridge for automatic ticket dispensing machine and receipt roll shall also be arranged by the contractor.
- xx. The contractor shall have a system for checking of four wheelers by under surveillance system through inverted mirrors.
- xxi. In all parking lots, CCTV cameras shall be installed, at the entrance/exit for recording the ingress / outgress details of the vehicles. There should be a recording facility for 360 hours.
- xxii. In the parking lots, vender shall do ticketing through hand held ticket dispensing machines with facility of display of date & time of inlet of vehicle.
- xxiii. In the parking lots, vender shall build a small HUT (timber or similar material) for his staff and keeping the Helmets of the general public who park their vehicles. The Hut will be well built Structure having proper racks and should be good shape and well maintained. Similar, small neat and tidy structure will be made for the valet parking and the same shall be got approved from Management.

### 3. PARKING CHARGES :

#### a) Four Wheeler

The contractor shall receive/collect the following charges for the Four Wheeler Parking: Rs.20/- for first 1 hrs. and Rs. 10/- for each subsequent hours

Charges of Rs.100/- to be received by the contractor for valet parking in addition to the normal parking charges.

#### b) (i) Two Wheeler

The contractor shall receive/collect the following charges for the two Wheeler Parking: Rs.10/- for first 1 hrs. and Rs.5/- for every



subsequent hrs. or part thereof.

4. Tow away charges :

For general public

Rs.200/- per car/four wheeler+ Admissible parking charges

Rs.50/- per scooter/two wheeler + Admissible parking charges

GENERAL CONDITIONS:

1. The contract can be rescinded by the HMCAA on behalf of O/O DC (HL) by giving a clear notice of ONE MONTH and THREE MONTHS notice by the contractor in advance and in writing to the either party.
2. 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 abolition of Contract Labour Act, 1970.
3. The contractor or his authorized representative (supervisor) acceptable to Security Section should invariably make himself present in the parking areas to deal with day to day parking problems/complaints failing which a penalty @ Rs.500/-per day of absence shall be imposed on the Contractor. The contractor shall provide his Mobile number and also of the Supervisor who will be responsible for the management of the parking round the clock on behalf of contractor.
4. 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 Performance Security/performance guarantee deposited by the contractor shall be forfeited & firm will be debarred from the HMCAA for participation the future tender.
5. 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 and the contractor shall be liable to pay the license fee in advance as per terms and conditions.
6. The contractor shall be responsible for the safe custody of the vehicles (Four Wheeler/Two Wheeler) parked. In case of theft, damages losses etc., the Contractor shall make good the loss to the owner of the vehicle and the decision of the Management in this regard shall be final and binding upon the contractor. In the event of the failure of the contractor to make the good loss, the amount will be recovered from the security/performance deposit.
7. The contractor shall be entitled to charge Rs.50/- only in addition to normal parking fee if the token is lost by the customers and deliver such vehicles to

its rightful owner only after checking the identity of the owner after proper satisfactions about the ownership of the vehicle and shall also report such matter to the Management.

8. In case or any dispute between the contractor and the visitor/staff member the matter will be referred to the Management, whose decision will be final and binding.
9. In case the complaints received from the visitors exceed more than 12 in a year the contract may be cancelled without any notice.
10. The contractor shall employ staff only after he gets the character and antecedents verified of the person(s) to be appointed by him for parking areas from area police station, Delhi, New Delhi and shall submit the same in original to the Management.
11. The firm/contractor should not have been blacklisted in past from any organization, if this information found false, action as deemed fit shall be taken against the firms like cancellation of contract, removal of name of the firms from the list of contractors at HMC and forfeiture of Security/performance money.
12. In the event of breach of any of the clause of the agreement, the Management shall cancel the permission to use the space and to resume the receptive of the space without any notice. The contractor shall vacate the space occupied by them within 24 hours. Failing which he shall be liable to pay damages Rs.10, 000/- per day failing which the same will be recovered from his security and the guarantee/ Surety.
13. The Parking Agency shall not at any times and for any purposes will be the employees of the contracting agency. Parking agency shall be responsible to provide all fringe benefits viz. bonus, Provident Funds, ESI facilities, Gratuity etc. to its employees.
14. That the Parking Agency shall be bound to fight 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 Parking Agency himself. In case, the HMC hired the contractors, the fee of lawyer and court fee etc. shall be borne by the Parking Agency.
15. That the Parking Agency shall comply with all the legal requirements like PF Act, ESI Act, Minimum workman compensation Act, and for obtaining license under contract labor (Regulation and abolition) Act 1970 and other acts implemented by the Govt. from time to time during the contract period. HMCAA on behalf of O/o DC(HL) will not be responsible for any legal requirement pertaining to the parking agency and their staff.
16. The parking agency shall employ person between 21 to 65 of age
17. That the Parking Agency providing their staff should abide by rules of labor

law, etc. Any dispute arising in the court will be the responsibility of the Parking Agency.

18. That the Parking Agency will indemnify the HHEC and HMC for implementing all labor court decision. Any complaint by their staff deployed at HMC shall be passed on to the Parking Agency to settle the same.
19. That the Parking Agency shall submit a Certificate, when submitted License Fees to the effect that the payment has been made to the employees as per acquaintance roll and all labor laws obligations have been complied with including payment of over time allowance. In order to confirm the correctness of payment accounts to right party i.e. employees, EPF, ESI, etc., at correct rates, the payment account of Parking Agency will be subject to audit check as and when found necessary.
20. That the Parking Agency will indemnify the HMCAA regarding any orders of the Labor Court in case of any dispute between their staff and the Parking Agency . The HMCAA on behalf of O/O DC(HL) as Principal Employer will be free from any encumbrances on account of any payment on the orders of the Labor Court.
21. Any dispute arising out of this rate contract agreement during or after the currency of the contract period shall be subject to the court under Delhi jurisdiction only.

22. Award of Contract:-

- 22.1 The Management will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- 22.2 The Management will communicate the successful bidder by Facsimile/Fax confirmed by letter transmitted by Registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Award/Acceptance") shall prescribe the amount which Service Provider will pay to HMC in consideration of the execution of work/services by the Service Provider as prescribed in the contract.
- 22.3 The successful bidder will be required to execute an agreement within a period of 15 days from the date of issue of Letter of Award/Acceptance with Management.
- 22.4 The successful bidder shall be required to furnish a Performance Security within 30 days of receipt of 'Letter of Award/Acceptance" for an amount equivalent to two months license fee in the form of an Pay Order/Demand Draft/Fixed Deposit Receipt from a nationalized bank or Bank Guarantee from a scheduled nationalized bank in an acceptable form at PART-II (C) in favour of the H.H.E.C Of India Ltd.

a/c HMC, New Delhi. The Performance Security shall remain valid for a period of 6 months beyond the date of completion of all contractual obligations i.e initially; the B.G shall be valid for a period of 18 months. In case the contract period is extended further, the validity of Performance Security shall also be extended by the Service Provider accordingly.

- 22.5 Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of Bid Security.
- 22.6 The representative of HMCAA, O/O DC (HL) shall be allowed parking free of cost if identity card is produced by them.
- 22.7 The inspecting team of HMCAA, O/O DC (HL) will be entitled at all hours of day night to enter the said premises for checking purpose.
- 22.8 The successful bidder on the expiry of the contractual period shall handover peaceful vacant possession.

To,

The HMCAA/ The HHEC of India Ltd.  
HANDLOOM MARKETING COMPLEX,  
JANPATH, NEW DELHI- 110001

Description of the works: Engagement of Parking Agency at HMC, Janpath, New Delhi-110001

1.	Name of The Bidder (Company Name)	
2.	Address of Corporate Office	
3.	Address of Dealing Branch Office	
4.	Telephone No	
5.	Fax No.	
6.	Contact Person for the Project With Telephone No, Email	
7.	Details of work experience with proof a) with Govt. bodies/PSUs b) with any other company	
8.	Type of Business	

9.	<p>Details of sister concerns</p> <p>(i) Name and Address</p> <p>(ii) Activities engaged in by sister concerns</p> <p>(iii) Name, address and telephone numbers of proprietors/Directors/Partners of Sister concerns</p>	
10.	<p>Constitution of the Firm Whether proprietor or Partnership or Co.op. society or Company (enclose copy of partnership deed/registration of society/Memorandum and Articles of Association, duly attested)</p> <p>Whether registered or not, in case registered, Registration No. and date/ place of Registration or incorporation. Whether registered with DGR</p>	<p>If Yes, Registration No. ....</p>
11.	<p>PF No.</p> <p>ESI No.</p> <p>PAN No.</p> <p>Service tax no.</p>	
12.	<p>Details of proprietor or partners or Directors i.e. their names, address, telephone numbers, CV (Attested copies of registered partnership Deed, Form A&amp;B to be enclosed)</p>	<p>--Please enclose separate annexure--</p>
13.	<p>Does your company have an existing relationship with HMCAA. Describe the nature and extent of this relationship.</p> <p>OR</p> <p>If worked with HMCAA earlier, give details of the period for which worked and under what name &amp; style</p>	

14.	Financial status Whether Income Tax Assesses or not	
15.	Turnover (enclose a copy each of audited balance sheet, Profit & Loss A/c. as well as Attested copies of Assessment orders>Returns filed with Income Tax Deptt. For the last 1 years) Year 2014-15	
16.	i) Details of bankers, addresses, telephone numbers and Bank A/c Number ii) Details of credit limits, if any	
17.	Details of Immovable property owned by the firm/proprietor/director/partners (attach extra sheets, if required)	
18.	Whether any criminal case or FIR filed against any partner or proprietor or director or convicted by any Court of Law or any other Act pending in any other Court of Law if so, give details.	
19.	The amount of earnest money deposited with Demand Draft/Pay Order No, date and the Nationalized Bank on which drawn.(Cheque will not be accepted)	

Signature of Authorized Signatory:\_\_\_\_\_

Name and Title of Authorized  
Signatory: \_\_\_\_\_

Name of Firm/Company:\_\_\_\_\_

## PART-1 (A)

## CONTACT DETAILS OF THE EXISTING CLIENTS OF THE BIDDER

Sl. No.	Contact Details of the existing clients of the Bidder	Running live since date

- Please provide the copy of agreement for the above mentioned client list  
PART-1 (B)

## CONTACT DETAILS OF THE BIDDER

Name of the company	
Company's address in India	
Contact Person	
Telephone no.	
Fax	
E-mail address	



PART-1 ( C )

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 premises] 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

PART-I (D)

DECLARATION:

1. The particulars furnished in the above tender form are true to the best of my / our knowledge and belief and no material fact has been concealed therein.
2. I/We undertake to execute the contract in the event of its being awarded by the HMC at Janpath New Delhi-110001, and in the event of my / our failure to do so the Corporation shall be entitled to forfeit the earnest money deposited by me / us and the Corporation shall be free to assign the contract to any other Security Agency at my / our risk and cost.
3. I/We carefully have gone through the attached terms and conditions and I/We undertake to abide by the same and execute necessary agreement containing attached terms and conditions or any additional terms & conditions which the HMC may like to add with mutual consent.
4. I/We hereby declare that I/We am/are proprietors/ partners/Director in other firm, viz. M/s. \_\_\_\_\_ and these sister concerns have not applied against the same advertisement
5. I / We hereby declare that no criminal case is pending in any court of India against the Firm / Company or its Partner / Director for any criminal act alleged to be committed in the course of providing the parking services by the Firm / Company to any of its Client.
6. The following documents / annexures duly filled in are enclosed :
  - a)
  - b)
  - c)
  - d)

Dated \_\_\_\_\_

Signature of the Applicant

Name -----  
(in full & status in the firm)

**Check List of Certificates/ Documents required to be Submitted in the Technical Bid  
(Part-I)**

The bidders are advised to submit the following documents/certificates under the category of “Vital documents” invariably along-with Technical Bid. If these documents are not submitted/ conditions not met, the offer shall be summarily rejected and no further correspondence, in this regard, shall be entertained.

I/We now submitting herewith following documents/ certificates in accordance with tender requirement which are enclosed as per detail given below:

Sl. No.	Tender Requirements	To be filled by the bidder with page number at which relevant document is placed
1.	Forwarding Letter (Schedule-A)	
2.	Tender Cost in the form of Pay order/ demand draft in case the tender is downloaded from the website	
3.	EMD/ Bid Security	
4.	Annual average turnover of Last One Financial Year i.e. 2015-16 (in Lakhs) documentary proof of Audited Balance Sheet/ Certificate of CA	
5.	Documentary proof of Performance Certificate with copy of contract/agreement and valid extension(s)	
6.	Documentary proof of EPF Registration Certificate & Code No.	
7.	Documentary proof of ESIC Registration Certificate & Code No.	
8.	Documentary proof of Service Tax Registration	
9.	Documentary proof of PAN/TAN card No.	
10.	Bank solvency certificate	
11.	Non-blacklisting and other declaration on non-judicial stamp paper of Rs.10/- duly attested by the notary	
12.	Documentary proof and declaration reg. Proprietorship/Partnership/Pvt. Ltd. or Ltd. firm	
13.	Documentary proof of written power of attorney	
14.	Declaration for no agent, middleman or any intermediary on letter head	

- Note:
1. photocopies of all necessary relevant documents only duly self attested must be attached for verification of the information provided.
  2. If any documents/certificates detailed above is not supplied by the bidder their offer is liable to be rejected.
  3. Any of the submitted documents/ certificates can be got authenticate from the issuing authority in any discrepancy observed by the Managements and when found necessary.

*Signature of Tenderer with Full Address & Seal*

**PART-II: - PRICE BID/FINANCIAL BID**

SUBJECT: HMCAA on behalf of O/O DC(HL), invites sealed tenders (Two bid system) from reputed agencies for “Management of Parking lots (basement) at Handloom Marketing Complex, Janpath, New Delhi owned by O/O DC(HL) for 14 hours (between 8 AM to 10 PM) for a period of one years through open tendering, which may be further extended on mutual consent, for a further period of one year or a part thereof, on the existing terms and conditions, if performance is found satisfactory.

Format for Financial Bid

Tender No.	Station of Parking	Nature of License	Area stand to be allotted	Area stands to be allotted (in sq. mtr.)	Parking time	Performance security (in Rs)	Earnest money(in Rs)	Reserved annual license fee of contract (in Rs)
_____	Basement-1 (Lot-A)	Four wheeler	75 ECS	2403.69	8 AM to 10 PM	License fee of two months	Rs.1,00,000	
	Basement-2 (Lot-B)		81ECS	2583.298				

PART-II (A)

CONTACT DETAILS OF THE BIDDER

Name of the company	
Company's address in India	
Contact Person	
Telephone no.	
Fax	
E-mail address	

Note : ECS stands for equivalent car space

Note : The tenderer should quote the rates/license fee separately for each lot i-e for Basement parking. The selection shall be made on composite basis and contract shall be awarded to the tenderer who quotes total maximum License fees of Basement parking.

NOTE : Above, 02 (two) lots shall also be maintained by the approved contractor and Safe custody of the vehicles will also be responsibility of the contractor

PART –II (B)

FORM OF BANK GUARANTEE FOR BID SECURITY

(To be stamped in accordance with Stamps Act of India)

KNOW ALL MEN by these present that we \_\_\_\_\_ (Name and address of Bank), having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto, \_\_\_\_\_ HMCAA, , New Delhi-110029 (hereinafter called "the Department") in sum of ` \_\_\_\_\_ for which payment will and truly to be made to the said Employer, the Bank binds himself, his successors and assigns by these presents.

WHEREAS \_\_\_\_\_ (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated \_\_\_\_\_ against tender

WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs. \_\_\_\_\_ (Amount in figures and words) as Bid Security against the Bidder's offer as aforesaid.

AND WHEREAS \_\_\_\_\_ (Name of Bank) have at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

WE further agree as follows:-

1. That the Department may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Department and the Bidder.
2. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Bidder.
3. That this guarantee commences from the date hereof and shall remain in force till:-
  - a. The Bidder, in case the bid is accepted by the Department, executes a formal agreement after furnishing the Performance Guarantee of a scheduled commercial Bank based in India.
  - b. Forty five days after the date of validity or the extended date of validity of the tender, as the case may be, whichever is later.
4. That the expression "the Bidder" and "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

THE CONDITIONS of this obligation are:

- (i) If the Bidder withdraws his bid during the period of Tender validity specified in the Form of Tender; or
- (ii) If the Bidder refuses to accept the corrections of errors in his bid; or If the Bidder having been notified of the acceptance of his bid by the Department during the period of tender validity and
  - (a) Fails or refuses to furnish them Performance Guarantee and/or
  - (b) fails or refuses to enter into a contract within the time limit specified in para of

the NIT.

- (iii) If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.
- (iv) If the tender/ contract is terminated for the reason that the agency is blacklisted in any Government/PSU/Autonomous Institution or debarred by HANDLOOM MARKETING COMPLEX (JANPATH) ALLOTTEESS ASSOCIATION on behalf of O/O DC(HL).

WE undertake to pay to the Department upto the above amount upon receipt of his first written demand, without the Department having to substantiate his demand provided that in his demand the Department will note that the amount claimed (i), (ii), (iii)(a), (iii)(b), (iv) or (v) mentioned above, specifying the occurred condition or conditions.

Signature of Witness  
Bank

\_\_\_\_\_  
\_\_\_\_\_

Name of Witness  
Address of Witness

Signature of Authorized Official of the

Name of  
Official\_\_\_\_\_

—

Designation\_\_\_\_\_

ID  
No.\_\_\_\_\_

\_\_\_\_\_  
(Stamp/Seal of Bank)

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of \_\_\_\_\_ between \_\_\_\_\_ (Name of the Bank) (hereinafter called the “Bank”) of the one part and HMCAA, Janpath, New Delhi-110029 (hereinafter called the “Department”) of the other part.
2. WHEREAS Handloom Marketing Complex Allotees Association, Janpath, New Delhi, has awarded the contract vide no. \_\_\_\_\_ for Management of Parking lots (basement) at HMC Janpath, New Delhi for Rs----- (in figures and words) to m/s----- (name of the service provider), (hereinafter called the service provider)
3. AND WHEREAS THE Service Provider is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in figures and words).
4. NOW WE the Undersigned \_\_\_\_\_ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs. \_\_\_\_\_ (Amount in figures and words) as stated above.
5. After the Service Provider has signed the aforementioned contract with the Department, the Bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount upon written order from the Department to indemnify the Department for any liability of damage resulting from any defects or shortcomings of the Service Provider or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Department immediately on demand without delay without reference to the Service Provider and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Service Provider. The Bank shall pay to the Department any money so demanded notwithstanding any dispute/disputes raised by the Service Provider in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. THIS GUARANTEE is valid for a period of \_\_\_\_\_ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).
7. At any time during the period in which this Guarantee is still valid, if the Department agrees to grant a time of extension to the Service Provider or if the Service Provider fails to complete the works within the time of completion as



stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Department and at the cost of the Service Provider.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Service Provider.
9. The neglect or forbearance of the Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.
10. The expressions "the Department", "the Bank" and "the Service Provider" hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the \_\_\_\_\_ day of \_\_\_\_\_ (Month) \_\_\_\_\_ (year) being herewith duly authorized.

For and on behalf of the \_\_\_\_\_ Bank.

Signature of Authorised Bank official

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

I.D. No. : \_\_\_\_\_

Stamp/Seal of the Bank: \_\_\_\_\_

Signed, sealed and delivered for and on behalf of the Bank by the above named \_\_\_\_\_ in the presence of:

Witness-I.  
Signature : \_\_\_\_\_

\_\_\_\_\_  
Name : \_\_\_\_\_

\_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_

Witness-II  
Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_