



सर्वेषां विकासाय

**STATE INFRASTRUCTURE & INDUSTRIAL DEVELOPMENT
CORPORATION OF UTTARAKHAND LTD.**

29, IIE, Sahastradhara Road (IT Park), Dehradun

Phone No. 0135 – 2708100

Fax No. 0135 – 2708109 Web site : www.siidcul.com

e-Tender Notice

Operation of Commercial Parking at IIE Haridwar

With reference to NIT– 15/SIIDCUL/HDR/2017 Dated 07, October 2017, Tenders in two bids system i.e. Technical & financial bids are invited from the reputed, experienced and resourceful parking operators for Operation of Truck Parking at IIE Haridwar.

- | | | |
|-------------------------------------|---|---|
| 1. Tender document fee | - | Rs. 2000/- plus 18% GST |
| 2. Availability of bid document | - | -08.10.2017 to 04.11.2017 |
| 3. Date of submission | - | 01.11.2017 (11.00AM) to 06.11.2017 (1400 hrs) |
| 4. Date of opening of technical bid | - | 06.11.2017 at 1530 hrs. |
| 5. Pre-Bid Meeting | - | 26.10.2017 at 1530 hrs. |

Detail terms and conditions are available on SIIDCUL website. The bid document can be downloaded from SIIDCUL website www.siidcul.com. The bidding process will be conducted through e-tendering platform as per details given in the SIIDCUL's website.

TENDER DOCUMENT

FOR

OPERATING OF TRUCK PARKING AT IIE HARIDWAR

Tender No. 15/siidcul/hdr/17Dated: 07.10.2017



**STATE INFRASTRUCTURE & INDUSTRIAL DEVELOPMENT CORPORATION
OF UTTARAKHAND LTD.**

(SIIDCUL)

**OFFICE OF THE STATE INFRASTRUCTURE & INDUSTRIAL DEVELOPMENT
CORPORATION OF UTTARAKHAND LTD.**

Tender No. 15/siidcul/hdr/17Dated: 07.10.2017

NOTICE INVITING TENDER

Sealed bids in Two Envelope system are invited by State Infrastructure and Industrial Development Corporation of Uttarakhand Ltd. (SIIDCUL), from eligible contractors/Agencies/Firms for parking rights within the premises of IIE Haridwar.

Detailed Terms of Reference and other conditions may be seen and can only be downloaded from SIIDCUL's website <http://www.siidcul.com>.

Tenderers can participate in the bidding process strictly by e-tendering platform. Details are **as under:-**

<http://www.uktenders.gov.in>

Bid document and Guidelines for e tendering can be downloaded from www.siidcul.com

**Sd/
Managing Director
SIIDCUL**

**OFFICE OF THE
STATE INFRASTRUCTURE & INDUSTRIAL DEVELOPMENT CORPORATION
OF UTTARAKHAND LTD.**

Tender No. 15/siidcul/hdr/17 Dated: 07.10.2017

Sealed bids in Two Envelope system are invited by the Managing Director, State Infrastructure and Industrial Development Corporation of Uttarakhand Ltd. (SIIDCUL), from

eligible contractors/Agencies/Firms for parking rights within the premises of IIE Haridwar, as detailed below:-

1.

- a) **Tender Notice No.** 15/siidcul/hdr/17 Dated: 07.10.2017
- b) Name of work **For operating of Truck parking at premise of IIE Haridwar.
Parking area Approx. 7 acres**
- c) Minimum bid value **Rs. 377688.00 per month + 18% GST**
- d) Earnest Money Deposit **Parking area Rs. 7,50,000.00 (Rupees sevenlacs fifty thousand only)**
- e) Availability of Tender Document **Starting : 04/10/2017 Closing 04/11/2017 till 1700 hrs**
- f) Receipt of bids & venue **From 11.00 AM on 01/11/2017 to 14.00 hrs on 06/11/2017 through e tendering platform**
- g) Pre-bid meeting date **Date 26/10/2017 at 15.30 hrs
29, IIE (IT Park), Sahastradhara Road, Dehradun**
- h) Date, Time & venue of opening of bids **Date 06/11/2017 at 15.30 hrs
29, IIE (IT Park), Sahastradhara Road, Dehradun**
- i) Allotment/possession **7 days from the date of issue of Award letter**

2. The Eligibility criteria:

- a. Should have minimum average **annual turnover of Rs. 100 (Hundred) lacs** or above in the last **three financial years**. (Audited balance sheets for financial years 14-15,15-16 and 16-17 are to be submitted with bid document)
- b. Should have minimum solvency of **Rs. 300 (Three Hundred) lacs**. (Certificate from Chartered Accountant is to be submitted with bid document)
- c. **Should have minimum three years four wheeler parking operation experience for minimum 150 vehicles**. (Experience certificate from the owner is to be submitted with bid document)
- d. The applicant or any other business entity where it had and/or still has controlling share, should not have been debarred or blacklisted by any State/Central Govt. undertaking as on due date of submittal.
- e. The applicant should be registered under GST.
- f. And other requirements enlisted in Technical Bid form.

2. Tender documents can be seen from the website www.siidcul.com. The bidders participating in the bidding process should submit, a sum of Rs. 2,000/- (Rupees Two thousand) only in the form of Bank draft in favor of MD, SIIDCUL payable at Dehradun as tender fee along with the bid document for each Package. The bid not accompanied by the bid cost will be treated as non-responsive bid.
3. Issue of Tender Documents to the bidder will not automatically mean that the bidder is qualified for the Award of the Contract. The bidders will be required to further fulfill the Qualification Criteria given in the Tender Document before being considered eligible for the Award of Contract. No condition/Deviation which is either additional or in modification of the tender conditions shall be included in the bid submitted by the bidder. If the bid contains any such conditions or deviations from the tender conditions, the bid will be rejected.
4. Bids duly completed in all respects along with the requisite amount of Earnest Money Deposits shall be received up to date of receipt as given above. These will be opened on the same date in presence of the bidders or their authorized representatives, who choose to be present in the office of MD, SIIDCUL.
5. The tender documents are not transferable. The bidders are required to submit through e-tendering platform only.
6. SIIDCUL does not bind itself to accept lowest or any other bid and reserves the right to reject lowest or any other bid or all the bids and accept any bid either in the whole or in part or split up the work between more than one bidder without assigning any reason whatsoever. The bidder shall be bound to execute the same at the quoted rates.
7. In case the date of opening of the tender as mentioned above is declared to be a holiday, the bids shall be received and opened on the next working day at the same time and venue.
8. No sub-letting will be allowed.

**Sd/
Managing Director
SIIDCUL**

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SECTION-1
INSTRUCTION TO BIDDERS

1.0 Description of works

State Infrastructure & Industrial Development Corporation of Uttarakhand Ltd. (SIIDCUL), invites sealed for operating of Truck parking at premise of IIE Haridwar on Lease basis.

2.0 Tender Document

2.1 The bidder/s shall submit their bid along-with documents through e-tendering platform only.

2.2 The works shall be carried out according to the conditions stipulated in the following set of tender documents along with Addendum/Corrigendum issued, if any

Section I – Instruction to Bidders

Section II- Technical Bid

Section III- Financial Bid

2.2.1 The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in case of ambiguities or discrepancies, shall take precedence in the order given below:

- a) Financial Bid
- b) Technical Bid
- c) Instructions to Bidders

3.0 ELIGIBILITY CRITERIA

- a. Should have minimum average **annual turnover of Rs100 (Hundred) lacs** or above in the last **three financial years**.
- b. Should have minimum solvency of **Rs. 300 (Three Hundred) lacs. (Certificate from Chartered Accountant is to be submitted with bid document)**
- c. **Should have minimum three years four wheeler parking operation experience for minimum 150 vehicles. (Experience certificate from the owner is to be submitted with bid document)**
- d. The applicant or any other business entity where it had and/or still has controlling share, should not have been debarred or blacklisted by any State/Central Govt. undertaking as on due date of submission. (self-declaration is to be submitted)
- e. The applicant should be registered under GST.
- f. And other requirements enlisted in Technical Bid form.

4.0 SUBMISSION OF THE BID

4.1 The tender forms can be seen from the website <http://www.siidcul.com> or e-tendering platform containing all terms and conditions.

- 4.2 The application forms should be accompanied by a Bank Draft of Rs. 2000/- +18% GST payable to the MD, SIIDCUL payable at Dehradun as document fee without which the tender would be rejected summarily.
- 4.3 Before submitting the tender the tenderers are advised to visit the site, read the tender document carefully apprise themselves thoroughly of the scope of works, job, terms and conditions and other requirements and clear doubt if any during the pre-bid conference in the office of the MD, SIIDCUL.
- 4.4 The tender is based upon **two bid system: The Technical bid and the Financial Bid**. The tender form duly filled in including technical bid and financial bid should be uploaded on e-tendering platform.
- 4.5 Applications shall be submitted by the bidder with supporting documents as enclosures and should be submitted in e-tendering platform as per guidelines mentioned in the SIIDCUL's website www.siidcul.com.
- 4.6 Financial bids of only those bidders who are qualified and shortlisted after evaluation in the Technical Bids shall be opened.
- 4.7 The Technical and Financial Bids shall be opened in the presence of the interested applicant(s) on the stipulated date/time.
- 4.8 All the supporting enclosures to be provided as part of technical bid and should be self-attested by the tenderer or the person authorized on his behalf. The scanned copy of document fee, EMD are to be uploaded on the e tendering platform and the same will be physically submitted before the tendering committee at the time of technical bid opening. If any bidder fails to submit the original copy of document fee, EMD before the tender committee during technical bid opening the bid will be summarily rejected and SIIDCUL will not be responsible.
- 4.09 SIIDCUL reserves the right to accept or reject any bid without assigning any reason and also to invite fresh bids, as deemed appropriate.
- 4.10 Conditional bids or incomplete application(s) or those received without required documents shall not be considered and summarily rejected.
- 4.11 No modification or substitution of the submitted application shall be allowed. An applicant may withdraw its application after submission, provided that written notice of the withdrawal is received by SIIDCUL before the due date for submission of application. In case an applicant wants to resubmit his application, he shall submit a fresh application following all the applicable conditions.
- 4.12 SIIDCUL reserves the right to modify terms and conditions of the LICENSE which shall be granted to the successful bidder after the bidding process if in the opinion of SIIDCUL it is necessary or expedient to do so in public interest or

for proper implementation of the project. The decision of the SIIDCUL shall be final and binding in this regard.

- 4.13 SIIDCUL reserves the right to suspend the bidding process, cancel the LICENSE with the selected party in part or in whole at any time if in his opinion it is necessary or expedient in the public interest. The decision of the SIIDCUL shall be final and binding in this regard. Also SIIDCUL shall not be responsible for any damage or loss caused or arisen out of the aforesaid action.
- 4.14 All communications must be sent on the letter head of the applicant under the signature of the authorized signatory whose name and designation must be mentioned in the letter. Letter without name and designation of the authorized signatory and/or letters on plain paper will not be entertained.
- 4.15 Area of the Parking premises offered are on “**as is where is**” basis and alteration/ modification shall be allowed (for dhaba, restaurant, weighing bar, office and ATM) subject to written approval from MD, SIIDCUL as per SIIDCUL/SIDA norm and policy and will be handed-over to SIIDCUL at the time of completion of operation period. Applicant shall not raise objection to the condition of premises at any time.
- 4.16 MD, SIIDCUL or any person authorized by him may visit the parking site as claimed by the tenderer for verification.
- 4.17 The tenderer may be asked to produce the enclosures in original documents for verification to be returned after verification.
- 4.18 The tenderer may remain present along with original documents at the time of opening of technical bids and financial bids.

5.0 EARNEST MONDY DEPOSIT (EMD)

- 5.1 All bidders shall have to upload scanned copy of earnest money in the form of a Demand Draft/ pay order/bankers cheque payable in the name of MD, SIIDCUL Dehradun from a scheduled bank along with their Technical Bid. The bidders will have to submit the original copy of EMD which is uploaded on the e tendering platform before the tender committee at the time of technical bid opening otherwise the bid will be rejected summarily.
- 5.1.1 EMD Rs. **7,50,000.00 (Rupees Sevenlacs Fifty Thousands only)**
- 5.2 Earnest money shall be refunded to the unsuccessful bidders within one month of award of allotment letter. The bidders have no right for demand for interest on the Earnest Money. However, the successful bidder's earnest money shall be returned only once the successful bidder has deposited the security deposit and first installment of the license fee payable by him.

5.3 However, in case where the bidder withdraws or modifies the bid during the 90 days validity of the bid or it has come to knowledge that bidder has used fraudulent practices for this bid, the earnest money shall be forfeited.

5.4 Tender received without Document fee and EMD will be rejected summarily.

6.0 Process to be confidential

6.1 After the public opening of tenders, the information relating to the examination, clarifications, evaluation and comparison of tenders and recommendations concerning the award of contract will not be disclosed to the bidders or other persons not officially concerned with such process until the award of the contract to the successful bidder has been announced.

6.2 Any effort by the bidder to influence SIIDCUL's personnel or representatives on matters related to the tenders under study in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in rejection of his tender.

7.0 Evaluation of Tenders

7.1 The tenders will be evaluated by the authorized committee in accordance with the criteria given in clause 3.

7.2 Tenders containing any condition including conditional rebate /rebates are liable to be rejected.

7.3 The tenders submitted by the bidders who do not meet the Qualifications Requirements stipulated in the Tender Documents or who's Price Bids or rates which are valid for a period less than four months from the date of opening of tenders, will be rejected. Earnest money of the tenders containing the above mentioned restricted validity of Price Bids or rates is liable to be forfeited.

7.4 Canvassing in connection with tender are strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection.

7.5 If a Bidder expires after the submission of his tender or after the acceptance of his tender, SIIDCUL shall be deemed such tender as cancelled.

8.0 Award of Contract

8.1 SIIDCUL will award the contract to the bidder who meets the eligibility criteria for qualification mentioned in Clause 3 above and who has offered the highest Evaluated Bid Price provided further that the bidder has the capability and resources to carry out the contract effectively. The tender of the bidders, who have not been found to meet the qualification criteria on the basis of the documents submitted to SIIDCUL, will be rejected.

8.2 Prior to the expiration of the period of Bid validity prescribed by SIIDCUL, the SIIDCUL will issue parking allotment rights to the successful bidder. The letter of Intent shall constitute the formation of contract.

8.3 On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-charge shall be communicated to the Engineer-in-charge.

8.4 SIIDCUL will sign the contract with the successful bidder.

9.0 Court's Jurisdiction

Any suit or application, arising out of any dispute or difference on account of this tender or any matter in relation to the Award of the contract or for the enforcement of Arbitration clause under the Contract, shall be filed in a High Court, Nainital, India only and no other court of any other District of the country shall have any jurisdiction in the matter. It is to be noted that in all cases, if any, Principal/Employer/Owner should be made as First Respondent.

10 Secrecy of Contract Documents

The Contract is confidential and must be strictly confined to the Contractor's own use (except so far as confidential disclosure to sub-contractors or suppliers if necessary) and for the purpose of the contract.

11.0 ACCEPTANCE OF TENDER:

11.1 If the same license fee is offered by more than one tenderer then SIIDCUL immediately after opening such tenders will permit those tenders who are present and who have offered one and the same rate to increase their offer and the highest offer so increased will be considered for acceptance, or otherwise in case there is refusal to increase the offer or in absence of respective tenders, the tenders which are to be considered for acceptance will be decided by drawing lots.

11.2 SIIDCUL reserves the right to accept or reject any tender without assigning any reason thereof.

11.3 SIIDCUL is not bound to accept the highest tender. He reserves the right to accept highest or the lowest tender at his own discretion.

11.4 The act of the submission of the tender shall be deemed to be as unreserved acceptance of all conditions herein contained.

11.5 The offer made by the tenderer shall be kept valid for 90 days from the day of opening of the financial bid.

12.0 Clarification of Bidding Documents

12.1 Clarification of the bidding documents, if any may notify at the following address in writing or by cable (herein after “includes telex and facsimile) till date of Pre-Bid Meeting.

Managing Director
29, IIE (IT Park), Sahastradhara Road,
Dehradun.
Ph :0135-2708100
Email: md@siidcul.com, gm@siidcul.com

The Authority shall endeavor to respond to the queries within the period specified therein but not later than three days prior to the submission Due Date. The Authority will post the reply to all such queries on the Official Website www.siidcul.cm.

12.2 SIIDCUL reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 12.1 shall be constructed as obliging the Authority to respond to any question or to provide any clarification.

SECTION-II
TECHNICAL BID

TERMS & CONDITIONS OF LICENSE

1. LOCATION OF PARKING AREA:

The proposed license for Parking is within the premise of IIE Haridwar. The map showing the proposed parking area is marked as Annexure “C”.

2. TYPES OF VEHICLES TO BE PARKED AND APPROVED PARKING RATES TO CHARGED BY THE LICENSEE:

2.1 Only good carrier vehicles Truck/Trala etc. shall be allowed to be parked in the parking area.

2.2 The licensee will charge the parking charges from the visitors as below:

Sl.No.	Description of Vehicles	Approved rates
1	Two axle good carrier Vehicles	Rs. 60/- for first six hours &Rs. 10/- for every one hour thereafter.
2	More than Two axle good carrier Vehicles	Rs. 80/- for first six hours &Rs. 15/- for every one hourthereafter.

The license fee will be increased by 10% after every two years.

2.3 Unclaimed vehicles shall be handed over to the local police immediately.

3. SERVICE:

3.1 The licensee shall operate the parking as per the terms and conditions to keep a watch and ward on the vehicles parked in the parking area.

3.2 The successful bidder (hereinafter referred to as the Licensee) will have to install Dhaba and office at the parking site at his own cost which will be handedover to SIIDCUL in original form at the time of completion of the project.

3.3 The Licensee shall use the said licensed premises only for the purpose of operating the parking lot in the premise of IIE Haridwar subject to the terms and conditions, the guidelines and policies framed by SIIDCUL (herein after referred to as the Licensor) from time to time, and for no other purpose (hereinafter referred to as “Permitted Purpose”).

- 3.4 The licensee shall ensure the safe custody of the vehicles for the period it is parked within authorized parking space of the SIIDCUL by keeping proper watch and ward and control over the entry and exit of the vehicles.
- 3.5 The Licensee shall use handheld machine for issue of printed tickets indicating ticket number, date, time and the approved rates of parking and produce the sample ticket to the Licensor for approval.
- 3.6 General charges as per prevailing SIIDCUL policy will be applicable for services other than parking.
- 3.7 In case of overcharging the parking rates/ fee more than the approved rates the contract shall be terminated and no refund will be made in such a case.
- 3.8 The licensee will make own arrangements for watch and ward of the vehicles at the site and SIIDCUL will not be responsible for any damage.
- 3.9 The licensee shall ensure that the parked vehicles are properly locked at the time of parking.
- 3.10 If the parking ticket is lost, the vehicle can be delivered only after due verification to the complete satisfaction of the licensee.
- 3.11 The licensee is authorized to charge a fine equivalent to the parking charge of the vehicle for the lost ticket.
- 3.12 The licensee shall exhibit the authorized parking rates/fine rates on prominent board which shall not be less than 100x75 cm at minimum four places.
- 3.13 The licensee shall not allow vehicles to be parked on roads in the premises of IIE Haridwar.
- 3.14 The licensee shall not allow any other person to use the premises for any other purpose whatsoever.
- 3.15 The licensee will not be allowed to undertake any kind of vehicle repairs/cycle repairs in the parking area.
- 3.16 If any vehicle is left after the prescribed opening hours, the licensee will be responsible to deposit the same with area police station after lodging report in this regard.

- 3.17 In case of any theft or damage of the vehicle from/in the parking area the licensee will be responsible for the same and SIIDCUL will not have any liability whatsoever.
- 3.18 The safety and security of electrical poles, fittings including cables etc. shall be ensured by the licensee and recovery shall be made from the licensee in case of damage or loss of property. All the maintenance expenses will be borne by the licensee to the satisfaction of SIIDCUL during the completion period.
- 3.19 One duplicate key of the lock of the parking gate shall be deposited with the security supervisor.
- 3.20 The parking space is being provided to operate the parking on '**as is where is basis**'The licensee has to make his own arrangements for installation of CCTV camera, sufficient lightning for smooth operation of the parking facility.
- 3.21 The licensee shall be solely responsible to keep the premises clean. He will ensure removal of waste paper and garbage from the parking area. In case SIIDCUL has to engage any labour for cleaning, the cost incurred will be recovered from the licensee on actual basis.
- 3.22 In case, the vehicle movement in Industrial Estate remains closed on any other day, days due to unforeseen circumstance the licensee cannot claim any rebate thereof.
- 3.23 No additional construction within the parking are be done by the licensee without prior written permission form SIIDCUL. Any violation will attract monetary penalty or in extreme case cancellation of the license.
- 3.24 Permitted construction shall not be allowed to be removed while vacating the premises.
- 3.25 The license is only for Parking operations, IIE Haridwar. No other facilities shall be provided by SIIDCUL. For all other facilities/amenities the licensee has to make his own arrangements and SIIDCUL will not be responsible for them.
- 3.26 The licensee shall run the parking to the complete satisfaction of MD, SIIDCUL or any other officer authorized by him throughout the term of the license.

3.27 The licensee shall use the licensed premises strictly for parking and is not permitted to use the premises for any purposes whatsoever.

3.28 The licensee has no right on the land of licensed premises.

3.29 Officials or representatives of licensor may at any time monitor the quality of services offered by the licensee.

3.30 The licensee shall not place or permit placement of any advertisement, notice frames pictures, decorations, pay telephones for commercial gains.

4 PAYMENT OF LICENSE FEE:

4.1 The licensee shall pay to the licensor a license fee as agreed to for payment for the licensed term (hereinafter referred to as license fee) in addition to the GST as per applicability from time to time.

4.2 License fee has to be deposited in advance for every three months within seven days (time will be considered from the date of signing the agreement and thereafter). If the licensee fails to deposit the license fee in stipulated duration, a late fee of Rs 2000/-per day for each defaulting day for a maximum period of 60 days will be levied. The licensee shall not be allowed to continue after that and license shall be terminated at the risk and cost of licensee and the Security Deposit shall be forfeited to the Government and no claim shall be entertained.

5. PERIOD OF LICENSE:-

5.1 The license will be valid for five year from the date of signing of ContractAgreementsubjected to annual satisfactory report from MD, SIIDCUL or his authorized representative.

5.2 SIIDCULmay without assigning any reason surrender the license after giving one month prior written notice to the licensee, and in such an event the security deposit will be refunded.

5.3 The licensee may without assigning any reason surrender the license after giving three months prior written notice to the licensor, but in such an event the license fee paid during the period and security deposit will not be refunded.

5.4 Upon expiry of the period of license term or earlier termination of the license for any cause whatsoever the licensee shall have no right, title, interest to use the said licensed premises. The licensor shall have undisputed right to make use of the said licensed premises at its discretion thereafter and also to grant license and/or further rights of the licensed premises to any third person or any other party (ies).

5.5 Revocation/cancellation of license for any reason whatsoever shall not absolve the licensee from responsibilities, liabilities for damages and/or payments accrued prior to the termination of the license.

5.6 In case if for any reason whatsoever the licensee continues to occupy the license premises beyond the expiry of agreement, damages @ 5 (five) times of the license fee for the first seven days of default, 10(ten) times for the next seven days of default (to be calculated on pro-rata basis of license fee quoted for the duration of license) will be payable by way of liquidate damages. The licensee agrees it is a reasonable estimate of damage and licensee agrees to pay the same without any protest/demur.

5.7 Under no circumstances will the licensee be allowed to occupy the Parking after the 14 days of default and the same would be taken over by license or without any notice.

5.8 The licensee shall be deemed to have vacated the license premises on termination or expiry of the license period and shall thereafter have no right to access the licensed premises. In such cases the licensor will be at liberty to deny entry of licensee into the licensed premises and get the licensed premises vacating including disconnection of water/electricity and other facilities to which the licensee shall have no right to object. Further the licensor will also have right to seal the premises if the possession of the premises is not handed over after the expiry or termination/cancellation of license.

5.9 On expiry/revocation/cancellation/termination of the license the licensee shall hand over peaceful vacant possession of the licensed premises in good condition to the licensor.

6. POWER SUPPLY

No electrical power supply in the Parking of the said premises will be provided by SIIDCUL. If required the licensee will have to make his own arrangements for electricity in the name of licensee. The cost of this electricity will be paid by the licensee.

7 SECURITY DEPOSIT

7.1 The successful tenderer shall deposit security fee within **7 days** from the date of receipt of offer by the licensor a sum equivalent to **four months** of accepted license fee in the form Bank Guarantee/Demand Draft in the name of MD, SIIDCUL payable at Dehradun, for the due and faithful performance by the licensee of all or singular and several stipulations, conditions to be served and performed on the part of the license and failing which the license shall be liable to cancellation at the risk and cost of the licensee and subject to such other remedies as may be opened to SIIDCUL under the terms of the license.

7.2 The Security deposit mentioned as above shall be refunded after successful completion of the license. In the event of any outstanding pending dues payable to MD, SIIDCUL, it will be recovered from security deposit irrespective of any back period without further correspondence.

7.3 In the event of the licensee failing to furnish the Security within the stipulated time under the terms of license, the SIIDCUL will be forced to cancel the license offer, forfeit the EMD and make other arrangements at the risk and expenses of the licensee to operate the parking.

7.4 Any act of license which results in violation of the agreement or any of the terms and conditions contained herein shall give licensor the right to forfeit the entire amount of the security deposit in addition to the right to terminate the agreement under show cause notice and to disconnect utilities like electricity, water etc.

8. TERMINATION OF THE LICENSE

8.1 SIIDCUL can terminate the license at any time after serving show cause notice to be replied within seven days in writing to the licensee for breach of any condition of the license or if during the period of the license the performance is not found satisfactory without any compensation. The decision of the MD, SIIDCUL shall be final and binding on the service provider in this regard.

8.2 Failure by the licensee to comply with any statutory requirements during the period of license shall result in termination of the license and subsequent disqualification for participation in any future tender in SIIDCUL.

8.3 Provided always that such termination shall not prejudice any right of action or remedy which shall have accrued or shall acquire thereafter to the government and provided also that the licensee shall be liable to pay the government for any extra expenditure thereby put to but shall not be entitled to any gain from parking.

9. DAMAGES AND PENALTY

9.1 The licensee shall confine their activities within the licensed premises and in no case will they be permitted to deviate/increase/alter the same.

9.2 If the licensee commits any breach of this license he shall be liable to be fined up to an amount not exceeding 1/4th of the monthly license value for every act of default or negligence. On demand, the amount should be deposited within 7 days. SIIDCUL reserve the right to cancel the license within 14 days notice period which may not preclude termination of license.

10. ACCEPTANCE OF OFFER AND EXECUTION OF AGREEMENT

The successful tenderer shall within **7 days from the date of receipt of offer** made by the licensor execute a formal agreement on a non judicial stamp paper of appropriate value at his cost and if the same is not executed by the due date then

SIIDCUL will have the option to treat the offer as cancelled and on such cancellation the amount deposited as earnest money can be forfeited.

11. COMPENSATION FOR DAMAGES TO LICENSEE:

The licensee shall have no claim over SIIDCUL, what-so-ever to compensation or any damage to his property or person caused during the process of running the parking at the premises of IIE Haridwar. The licensee will make adequate arrangements to protect the equipment, furniture etc. installed by him. The licensee is advised to take adequate insurance cover to safeguard his property against loss due to theft or damage or any other reason whatsoever.

12. COMPENSATION FOR DAMAGES TO LICENSOR:

12.1 In the event of any loss to SIIDCUL on account of any act of commission or omission by the licensee's employees, the licensee shall make good the loss suffered by SIIDCUL either by replacement or by payment of adequate compensation as decided by the MD, SIIDCUL.

12.2 The licensee shall be responsible for any damage or loss to the Parking inside the premises and any other facility that may be done by himself or his employees. Compensation for such damage shall be assessed by the MD, SIIDCUL, whose decision shall be final and binding.

12.3 The amount of loss, penalty, compensation, license fee, interest etc, if not paid within a period of 14 days from the date of demand, shall be liable for forfeiture of security deposit.

13. JURISDICTION OF COURTS:

All disputes shall be subject to the jurisdiction of High Court Nainital.

14. MAINTENANCE OF PREMISES:

14.1 the licensee will be responsible for clearing of the Parking and surroundings. The licensee shall keep the area of the Parking neat and tidy for which he should engage experienced personnel for this purpose.

14.2 The licensee will maintain the premises offered to him for the purpose of the license. Under no circumstances the licensee will deface or disfigure the building/structures provided to him failing which monetary penalty will be imposed as per the terms and conditions of the tender.

14.3 SIIDCUL, reserves the right to modify the existing parking facility in accordance with the new master plan or any other reason whatsoever or open any

number of new Parking facilities in the premises of IIE Haridwar at his discretion during the period of present contract for which no compensation shall be payable and the tendered license fee shall continue to be the same. The licensee will not have any objection to inviting separate tenders for running these facilities.

14.4 The licensee will have to pay O&M charges and other charges fixed by SIIDCUL/SIDA.

15. TAX LIABILITY

Apart from payment of license fee to the licensor payment of all applicable taxes GST and other applicable taxes will be the responsibility of the licensee and a copy of the return submitted to various tax authorities will also be submitted to the SIIDCUL.

16. PERSONNEL

16.1 The licensee shall engage the sufficient number of personnel as required.

16.2 The said personnel engaged by the licensee shall be the employees of the licensee and it shall be the duty of the licensee to pay their salary every month.

16.3 All services shall be performed by persons qualified and skilled in performing such services. And the personnel employed by the licensee should be polite, courteous and well behaved with the general public. The licensee shall be responsible for any act of indiscipline on the part of persons deployed by him.

16.4 In the event of any complaint against any employee of the licensee a fine will be imposed on the licensee upto a limit of Rs. 2000/- in each case.

16.5 SIIDCUL may direct the licensee to remove any person from the site of work, employed by the licensee, who may be incompetent or may not conduct himself/herself properly and the licensee shall forthwith comply with such requirement and replace immediately.

16.6 The licensee has to pay the wages etc. to the personnel engaged by him as per the Minimum Wages Act. The licensee will be responsible for payment of Wages, ESI & Provident Fund etc. to the employees engaged by the licensee. SIIDCUL shall not accept any responsibility for the personnel engaged by the agencies for any matter.

16.7 Any dispute between the firm/agency and his/her personnel shall be settled at Labour Office. SIIDCUL shall have no concern whatsoever in the matter. Any risk involved in performing the duty of the employees, would be sole concern of the firm/agency.

16.8 In case of any incidents/quarrel/complaints occurred/ thefts in the premises of IIE Haridwar then all type of FIR with the police, court cases on this account has to be dealt with by the licensee immediately with information to SIIDCUL.

16.9 All the personnel employed by the licensee will wear the uniform as approved by SIIDCUL.

17. PARKING OPERATION HOURS:

17.1 The parking shall remain open for good carrier vehicles 24x7.

17.2 However, the licensor reserves the right to direct the licensee to close the parking on any day as deemed fit.

18. SAFETY AND SECURITY

18.1 The licensee has to provide photo Identity cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed and their loss reported immediately.

18.2 The licensee shall ensure deployment of suitable persons from proper background after having the antecedence of the employee verified by the local police, collecting proofs of identify like driving license bank account details, previous work experience, proof of residence and recent photograph and withdraw any such employees who are not found suitable by the SIIDCUL for any reasons immediately on receipt of such instruction.

18.3 The licensee and his employees shall follow the security instructions/orders issued by SIIDCUL from time to time.

18.4 The Licensee shall make appropriate arrangements and install adequate fire fighting equipment in accordance with requirement of Director, Fire service, Uttarakhand at its own cost and ensure that they are periodically checked and maintained. The Licensor shall have the right to get the installed equipments checked/monitored from Director, Fire Service, Uttarakhand or any other approved agency at the cost of the Licensee if felt appropriate during the period of license.

18.5 The Licensee and its employees shall comply with any special instructions issued from Licensor/UttarakhnadPolice/Security Agencies including those with regard to security from time to time.

18.6 The licensee shall arrange at its own cost the security of the premises and inventory thereof and the licensor shall not be responsible in any manner whatsoever for the security of the license premises and the goods stored therein.

APPLICATION FORM-(TECHNICAL BID) (Lot 1)
FOR LICENSE TO OPERATE PARKING
AT PREMISE OF IIE HARIDWAR

(TO BE FILLED IN BY THE APPLICANT)

1. Name of the Applicant Entity.....
2. Address
3. Contact Details:
 - 3(i) Telephone No(s) with ISD/ STD Code:.....
.....
 - 3(ii) Fax Number with ISD/ STD Code:.....
 - 3(ii) E-mail id
4. Website, if any
5. Details of EMD Uploaded (Will be submitted physically by the bidder in this office during the bid submission date in case of failure bid will be considered nonresponsive)
 - (i) Bank Draft/ Bankers Cheque/ Pay Order:.....
 - (ii) Number:.....Date.....
 - (iii) Bank Name and Branch.....
Payable at:.....
6. Details of application fee of tender form downloaded from website (Will be submitted physically by the bidder in this office during the bid submission date in case of failure bid will be considered nonresponsive):
 - (i) Bank Draft/ Bankers Cheque / Pay Order:.....
 - (ii) Number:.....Date.....
 - (iii) Bank Name and Branch.....
Payable at:.....
7. (i) GST Registration No:.....
(ii)TAN Number:.....
8. (i) Applicant's Legal Status, please specify:
(Private/ Public Limited Company/ Partnership Firm/ Sole Proprietor Firm.....
(ii) PAN Card No:.....
9. Contact Executive:

- (i) Name:
- (ii) Designation.....
- (iii) Tel. No. (s) with STD Code:.....
- (iv) Mobile:.....
- (v) E-mail ID :.....

10. Bankers Details:.....

- (i) Name:.....
- (ii) Branch:.....
- (ii) A/c No.....

11. Details of business associates/ sister concerns/ affiliates / subsidiaries, etc. if any:.....

12. Date of establishment of the applicant's Business in Parking:.....

13. Should have minimum three years four wheeler parking operation experience for minimum 150 vehicles. (Experience certificate from the owner is to be submitted with bid document)

14. Should have minimum solvency ofRs. 300 (Three Hundred) lacs. (Cerificate from Chartered Accountant is to be submitted with bid document)

15. Turnover from Parking Business operations:

Financial Year	Turnover(in lacs) (attach audited financial statement)
2014-15	
2015-16	
2016-17	
Average Annual turnover	

16. Experience if any in the field of Parking Business Operations (last three years) (attach separate sheet if required):

SN	Name of Organization	Type : (GOI/ State Govt./ PSU/ Autonomous Body / Local body/private	Address of Organization	Operating since (month/ year)	Whether operation currently (Y/N)

I/We, hereby, declare that:-

I/We have read and understood & agree to the Bid Documents, including Terms & Conditions forming integral part of the license agreement, etc.

I/We have read and understood the terms and conditions governing the grant and operation of license: and

I/we agree and undertake to be bound by the Bid Documents, and other Terms & Conditions forming integral part of the license agreement.

That I/ We understand that in case of any of the above information/ documents (as given by us) is found to be incorrect, SIIDCUL may reject the application, cancel the agreement or revoke the license at any time, without giving any notice and in such a situation, I/We will not be entitled for refund of any part of license fee, security and other deposit.

I/We have not been barred/ blacklisted by any Department/ Organisation/Local Authority.

I/We have enclosed self-attested/ certified copies of supporting documents and will produce originals of the same for verification.

I/we hereby also declare that:-

The bid has been submitted after site inspection of the proposed site and the same are to be allotted on "as is where is" basis.

SIIDCUL reserves the right to suggest us about improvement in services etc.

That the undersigned has been authorized by the firm/ company to sign these bid documents.

The address given below is the postal/communication address in which all the messages/ documents may be addressed/ sent to us.

Place:..... Signature (authorized signatory):

Date:.....Name.....

Company Seal:

SECTION-III
FINANCIAL BID

APPLICATION FORM-(FINANCIAL BID) (Lot 1)
FOR LICENSE TO OPERATE PARKING
AT PREMISE OF IIE HARIDWAR

(TO BE FILLED IN BY THE APPLICANT)

Dear Sir,

I am/ We are pleased to submit my/ Our Financial Bid for Rs. _____ (In _____ words) per month plus 18% GST for grant of license to operate parking at the IIE Haridwar for a period of Five year starting from signing of the contract subject to annual satisfactory report from SIIDCUL.

I/We hereby declare, understand and accept that:-

The submission of the other does not guarantee grant of license and that SIIDCUL has the right to cancel or reject the bids at any time.

We shall deposit within 7 days from the date of receipt of offer a sum equivalent to four months out of offered license fee from Nationalized Bank as Security Deposit for the due and faithful performance in the form of Bank Guarantee/Demand Draft in favour of MD, SIIDCUL, payable at Dehradun.

The license will be valid for five year from the date of signing of Contract Agreement subject to annual satisfactory performance report from SIIDCUL of the licensee and 10% increase of the license fee every year.

Security deposit will be at the disposal of MD, SIIDCUL to make good any loss/ damage/ outstanding dues and for performance of other Terms & Conditions of license.

I/We understand that apart from quoted license fee, O&M charges, charges for electricity, water, conservancy etc. shall be payable by us regularly to the complete satisfaction of MD, SIIDCUL at the rates decided by MD, SIIDCUL from time to time, along with other statutory and local taxes and we undertake to pay the same regularly as per periodicity indicated by the Licensor. We understand that non-payment of dues on time will result in cancellation of license. The authorized parking rates have been seen by us and we agree that these charges are subject to revision by the licensor without any notice.

The postal address give here-below is the postal/ communication address to which all the messages/ documents any be addressed / sent to us.

Thanking you,

Yours faithfully,

Place:

Signature:

Date:

Name:

Designation: (Capacity in which signed)

Full Address:

Company Seal:

Email ID:

AFFIDAVIT

I, _____, son/daughter/ _____ wife
of _____ resident of _____ Director/Partner/Proprietor of
M/s. _____ having its registered office at
_____ do hereby solemnly declare and affirm as
under:-

1. That there has been no case/ litigation whatsoever against me/firm/company or any other legal entity in which I/We have controlling share under any law which restricts me/ firm /company from operating Parking and/ or to enter into the License Agreement.
2. That no penalty on account of failure of unhygienic condition of Parking has been levied on me/firm company or any other legal entity in which I/We have controlling share by any of local/Government Authority.
3. That I/ firm /company an/ is financially sound to undertake such an agreement.
4. That I/We understand and agree that licensed premises shall not be used after expiry of the Agreement. The licensor will have the right to disconnect electricity, water and other services after expiry of the Agreement and/ or seal to take over the premises on the expiry of the License Agreement without any noticed to the licensee.
5. That I/We understand and agree that the license period/term of license of Parking at SIIDCUL for which I am/ We are submitting out bids, namely _____ is for a period of _____ as per the Bid Notice/Bid Documents and the period of license is non-negotiable and will not be extended under any circumstance on ground of any dispute and agree that said issues may be processed for financial compensation, if any.
6. That in case I am/WE re allotted the licensed premises, namely, _____ I/We will hand over the peaceful vacant possession of the licensed premises immediately on expiry of term.
7. That in case I am/ We are allotted the licensed premises, namely, _____, I/We shall peacefully hand over the vacant possession of the licensed premises on termination/ cancellation/revocation of license in accordance with the instructions issued by the licensor in this regard and seek resolution of dispute, if any, through financial compensation only.

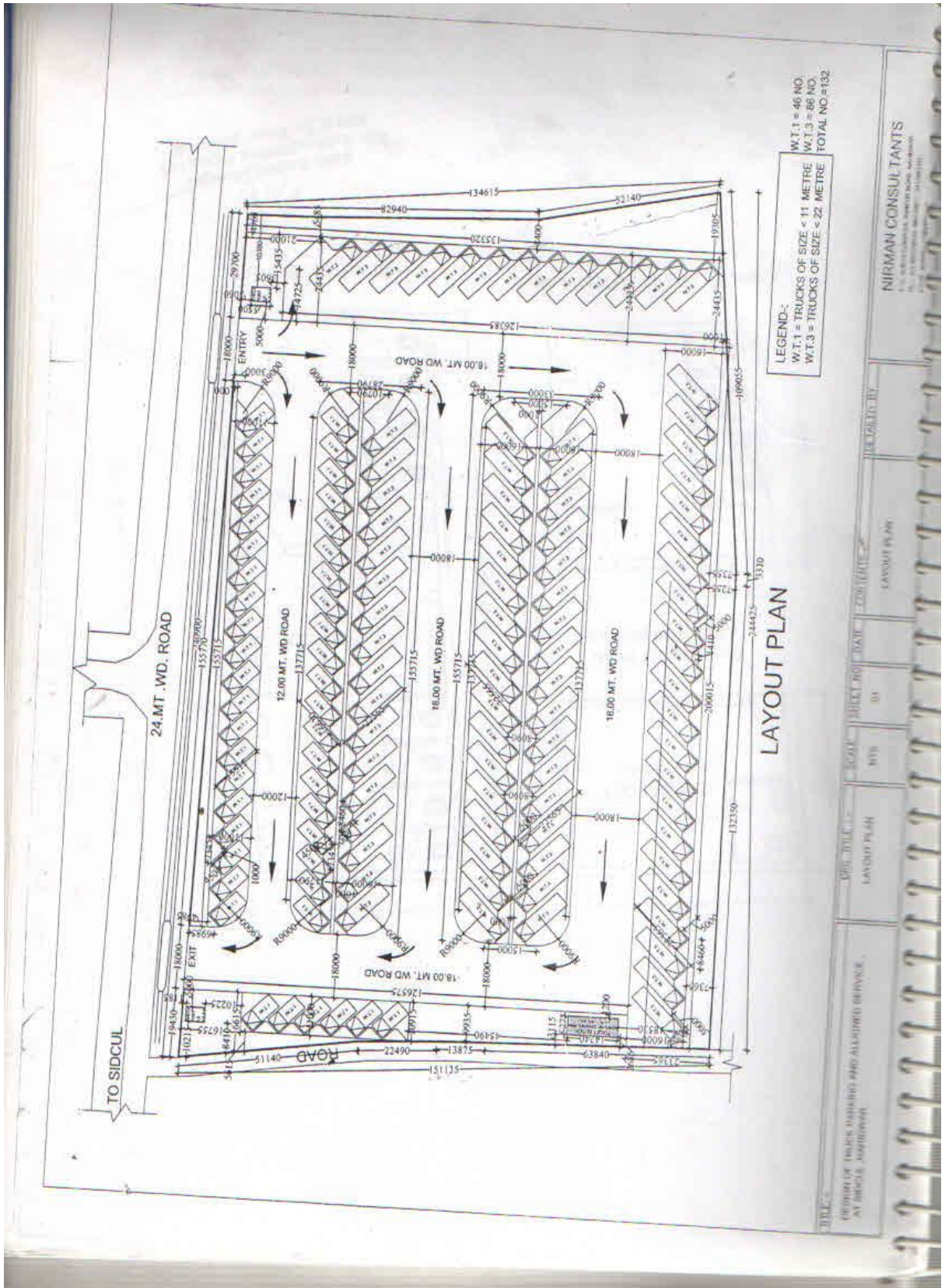
8. That I/We undertake and agree that we shall not resort to any unauthorized use of the premises and all confine the permitted activities within the specified area/. We also understand and agree that for any violation of these conditions and/or for use of any area outside/beyond the licensed area, the license agreement will result in summary cancellation/termination of license agreement.
9. That I/We undertake and agree that the Licensor will have the right to revoke/cancel the License agreement without any notice on violation of any terms & conditions of the bid document and/ or Agreement.
10. That I/We agree and understand that I/We will have no authority to access the premises after the expiry/termination/revocation/cancellation of License Agreement.
11. That I/We agree and undertake that I/We will not operate Parking other than the designated sites at the premises of Old Jail Land, Fancy bazaar at any point of time.
12. That I/We undertake to pay the amounts as demanded by MD, SIIDCUL towards damage if caused to the licensed premises during the tenure of Agreement on vacation. The amount towards damages shall be paid within three days from the date of Demand Note/Invoice.
13. That I/We or our other business entity where we has and/ or still have controlling share, have not been barred/ blacklisted of any issues by any State/Central Govt. authorities as on date of submittal.
14. That I/We have not been debarred from bidding on any account of bid documents.
15. That I/We declare that no criminal case is pending against me/us in any court of law in the country.
16. That I/We shall not object to establishment of any other Parking at the premises of IIE Haridwar.
17. That I/We shall not object to modification in the Parking area on any account which may result in increase or decrease in the parking area at the premises of IIE Haridwar.
18. That I/We have read all the terms & conditions in the tender documents and agree to abide by them in entirety.

DEPONENT

VERIFICATION

Verified at Dan on this _____ day of _____, 2017 that the contents of the above Affidavit are true and correct to my/our knowledge and no part is false and incorrect.

DEPONENT





उत्तर प्रदेश राजकीय निर्माण निगम लिमिटेड

01346-244296

U.P. Rajkiya Nirman Nigam Limited

uprnsrinagarunit2@gmail.com

(U.P. GOVT. UNDERTAKING)

कार्यालय परियोजना प्रबन्धक
श्रीनगर मेडिकल कालेज
कैम्पस, श्रीनगर इकाई-2
श्रीनगर-246174 उत्तराखण्ड

Srinagar unit-2 Srinagar
ISO 9001:2015(QMS) & ISO 14001:2004 (EMS)
Certified

CIN : U85320 UP 1975SGC004116

पंजीकृत कार्यालय
विश्वेश्वरैया भवन, विभूति खण्ड,
गोमतीनगर, लखनऊ-226010
उत्तरप्रदेश

पत्रांक 332/21 / परि0प्रबन्धक/रानिनि/2017

दिनांक : 06/09/17

सेवामें,

उपमहाप्रबन्धक (तकनीकी)
उत्तराखण्ड राज्य अवस्थापना एवं औद्योगिक
विकास निगम लि0(सिडकुल)
29-आई.आई.ई., आई0टी0पार्क, सहस्रधारा रोड
देहरादून-248001

विषय :- सिडकुल हरिद्वार पार्किंग की ड्राइंग के संबंध में।

महोदय,

उपरोक्त विषयक आपके दिये गये मौखिक निर्देशों के क्रम में सिडकुल
हरिद्वार पार्किंग की ड्राइंग पत्र के साथ संलग्न कर अग्रोत्तर कार्यवाही हेतु प्रेषित की जा
रही है।

सधन्यवाद

संलग्नक: उपरोक्तानुसार।

(अरविन्द तिवारी)
परियोजना प्रबन्धक

Instruction to bidders Instructions for Online Bid Submission:

- All the interested bidders are required to obtain Digital Signature certificate (DSC) from one of the authorized Certifying Authorities (CA).
- Bids shall be submitted online on the same e-GPS portal i.e <http://www.uktenders.gov.in> after signing them electronically using a Digital Signature Certificate (DSC) within the stipulated time as mentioned in tender time schedule (Key Dates). Online bids, ready for submission / upload, shall include bidding document, scanned copy of Cost of bidding document, Earnest Money & all the supporting Documents in support of qualification other than rates filled by the bidder in BOQ.
- The instructions given below are meant to assist the bidders in registering on portal i.e <http://www.uktenders.gov.in>, prepare their bids in accordance with the requirements and submitting their bids online on the Portal. More information useful for submitting online bids on the Portal may be obtained at: <http://www.uktenders.gov.in>

REGISTRATION:

- The bid document shall be published on <http://www.uktenders.gov.in> on the time mentioned in the tender time schedule.
- All the interested bidders are required to obtain Digital Signature certificate (DSC) from one of the authorized Certifying Authorities(CA).
- Bids shall be submitted online on the same e-GPS portal i.e <http://www.uktenders.gov.in> after signing them electronically using a Digital Signature Certificate (DSC) within the stipulated time as mentioned in tender time schedule (Key Dates). Online bids, ready for submission / upload, shall include bidding document, scanned copy of Cost of bidding document, Earnest Money & all the supporting Documents in support of qualification other than rates filled by the bidder in BOQ.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- The bidder should check the system generated confirmation statement on the status of the submission.
- The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
- The tender inviting officer is not responsible for any failure malfunction, or breakdown of the electronic system used during the e-procurement process.
- The bidder will not be able to submit his/her bid after expiry of the date & time of submission of bid (server time). The date & time of bid submission shall remain

unaltered even if the specified date of submission of bids declared as a holiday for the officer inviting the bid.

- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.
 - For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002.