SHILPARAMAM ARTS, CRAFTS & CULTURAL SOCIETY, Madhapur, Hyderabad

OPERATION & MANAGEMENT OF PARKING FACILITY At Shilparamam, Madhapur, Hyderabad

Tender Schedule:

Sale of Application Form : **09-07-2024 to 16-07-2024**

(Up to 1.00 PM)

Last Date for Submission of Tender : Up to 3:00 pm on 16-07-2024

Date of opening of the Tender : 16-07-2024 at 4:00 pm

Terms & Conditions for Submission of Tenders:

I. Sealed tenders for Operation & Management of "Parking facility at "**Shilparamam, Madhapur, Hyderabad"** from **20-07-2024** to **19-07-2025** (for a period of one year) are invited from the intending Tenderers.

- II. The applicant shall have minimum one year experience in providing Parking facility for any Government Office / Public sector / Private sector under takings with Annual lease amount of not less than Rs.10.00 Lakhs. Further they have enclosed 3 years Income tax returns, GST Registration, PAN, Registration of Firm or any other document required for Parking.
- III. Tender Document can be obtained from the O/o. the Special Officer, Shilparamam, Madhapur, Hyderabad, on production of **DD** for **Rs.1000/-** drawn in favour of "**Special Officer, Shilparamam**".
- IV. The Tender Documents are not transferable.
- V. The cost of Tender documents will not be refunded under any circumstances.
- VI. The Bid shall be accompanied by EMD in the shape of a Demand Draft drawn in favour of "**Special officer, Shilparamam**" for **Rs. 50,000**/- (Rupees Fifty Thousand Only).
- VII. The EMD amount will be refunded after ten days from the date of opening of the Tender to the unsuccessful Bidders.
- VIII. The contractor should not engage child labour and is liable for action in the event of violation of Govt. rules and provisions in this regard.

- IX. The tender or person who is defaulter of Shilparamam or having any dispute with Government Departments / Shilparamam are liable to be summarily rejected and if it comes to the notice of Shilparamam at latter date that a particular agency is having the above disqualification, the work order / agreement issued will be cancelled immediately without any notice duly forfeiting the EMD / Caution deposit.
- X. The successful tenderer has to pay the Security Deposit of Rs. 10,00,000/-(Rupees Ten Lakhs Only) at the time of entering into Agreement within a week. The Security Deposit (interest free) to be paid in shape of DD drawn in favour of "Special Officer, Shilparamam".

XI. The successful Tenderer has to pay one month advance of License Fee.

- XII. Opening and finalization of the tenders shall be subject to such other further conditions as may be specified at the time to opening of tenders.
- XIII. The Special Officer, Shilparamam reserves the right to postpone or cancel the opening of tenders, the right to change the venue of opening of tenders and also right to reject or accept any tender / tenders without assigning any reasons.
- XIV. The Parking fee should be charged at the rates of Rs.20/- (Rupees Twenty Only) for Two Wheelers and Rs. 30/- (Rupees Thirty Only) for Four Wheelers by the contractor (other part) for the 1st four hours period and double the amount after four hours.
- XV. Cost of Printing of Parking Tickets is to be borne by the successful tenderer.
- XVI. Sign boards at all required places shall be erected by the successful tenderer.
- XVII. The successful tenderer shall be solely responsible for proper maintenance of the Parking area, arranging for systematic parking of two and four wheelers, proper entry and exit of vehicles and safety of all vehicles parked.
- XVIII. The successful tenderer shall pay the monthly license fees plus GST applicable from time to time, on or before 5th of every month. If he fails to pay the monthly License Fee on or before the designated date, his Caution Deposit will be forfeited and the lease agreement will be terminated without assigning any reason.
 - XIX. The successful Tenderer shall be solely responsible for safety and security of all vehicles parked in the Parking area in the Cellar of Night Bazar Complex of Shilparamam, Madhapur, Hyderabad.

- XX. The **Minimum** Expected Monthly **License Fee is Rs. 2,00,000/-** per month.
- XXI. The successful Tenderer should allow only the Vehicles of persons coming to Shilparamam. Vehicles of outsiders i.e. Non-visitors of Shilparamam shall not be allowed to be parked in the Parking Facility of Shilparamam.
- XXII. Though, the tender is for a period of One Year from **20-07-2024 to 19-07-2025** The Shilparamam can cancel the agreement at any time prior to expiry of the agreement period for valid reasons giving one month's notice.
- XXIII. The successful tenderer shall have to make all the required arrangements for the safe and secure Parking of the vehicles of the visitors in the Shilparamam Parking area. He shall;
 - ➤ Engage sufficient staff to issue Parking Tickets to regulate movement of vehicles and their systematic parking and the exit of vehicles in a regulated manner.
 - ➤ Engage sufficient Security Staff for the safety and security of the vehicles of visitors and other properties of Shilparamam in the Parking area.
 - > Ensure cleanliness of the entire Parking area, its entry and exit.
 - > Arrange sufficient lighting of the Parking area and pay the Electricity charges regularly and promptly as per the Sub-Meter Reading.
 - ➤ Maintain the Parking area from 10.00 am to 10.00 pm on all days.

Signature of the Applicant

GENERAL CONDITIONS

1) Parking accommodation:

The parking accommodation of the parking area including accompanying site and spaces.

2) **Owner**:

Owner and/or Manager / Operator of the parking accommodation and / or his / their representatives.

3) **Subscription holder**:

The owner / user of a vehicle entered into or onto or present in or on the parking accommodation.

4) Vehicle:

Passenger car or a motor bike

- 5) The driving in and out of the parking accommodation and the parking of vehicles in the parking accommodation can only be done with the times stipulated in the parking agreement. Outside these times access with the above mentioned means is not possible and / or the normal rate applies.
- 6) The parking can only be used for the parking of the motor vehicle.
- 7) The owner is authorised to refuse any vehicle Access to the parking accommodation if the owner deems this necessary in all reasonableness and fairness.
- 8) The vehicles parking in the parking accommodation must comply with the same conditions as vehicles parked along the public road The Road Traffic Act and the Traffic Rules and Traffic Signs Regulations therefore apply in or on the parking accommodation. There maximum speed of 10 km/hour in the parking accommodation Pedestrians always have right of way.
- 9) Vehicles with a maximum length of 4.8 meters and a maximum width of 2.50 meters may be parked in the parking accommodation. The height of the vehicles cannot exceed the height indicated at the entrance of the parking accommodation. It is not permitted to drive trailer of any kind including caravans into or on to the parking accommodation, nor they allowed to be present in or on the parking accommodation.

10) Both parties are authorised parking agreement with due terminate the observance of a notice period of one month, and no sooner than towards the end of the first 3-month period and subsequently towards the end of each following month. The notice must be given in writing.

11) USE OF THE PARKING ACCOMMODATION:

During his presence on the site of the parking accommodation, the subscription holder must comply with the provisions of the Road Traffic Act, the further rules imposed by law, the Traffic Rules and Traffic Signs Regulations the accompanying appendices, as well as further rules imposed pursuant to the above-mentioned regulations in the event of non-compliance, the subscription holder is responsible for any damages resulting thereof.

- 12) The subscription holder is also complied to follow up the instructions of the owner, place the vehicle in the indicated location and to behave in such a manner that the traffic in and/or near the parking accommodations not hindered and safety is ensured.
- 13) The staff of the owner are authorised, if the staff deem this necessary, to move the vehicles within the parking accommodation or to have them moved or removed without this leading to any liability for the owner or the staff. The staff must observe reasonable and careful conduct when assessing the necessity of moving and/or removing vehicles.
- 14) The vehicles must be carefully locked and the lights must be switched off. After the vehicle is parked, the passengers of the vehicle must leave the parking accommodation.
- 15) It is forbidden to use a space other than in accordance with the use given by or apparent from the interior.
- 16) It is forbidden to park outside the parking spaces.
- 17) It is not permitted to bring or have explosive, flammable or otherwise hazardous and / or harmful substances in the parking accommodation; this does not include motor fuels in the appropriate fuel reservoir of the vehicle.
- 18) It is forbidden to smoke, ignite fire or to light an open fire in the parking accommodation.

- 19) It is forbidden to consume or trade alcoholic beverages and/or narcotics in the parking accommodation.
- 20) It is forbidden to perform repairs or other Activities to the vehicle or have them performed in or on the parking accommodation unless explicit permission thereto has been given by or on behalf of the owner.
- 21) The parked vehicle can only be collected during opening hours
- 22) If the subscription holder fails to comply with any obligation pursuant to the law, local regulations and traditions and/or the parking agreement concluded with him including the applicable terms and conditions he is subject to, then the subscription holder must compensate the owner for all the damage suffered or to be suffered as result of the above mentioned negligence
- 23) If the owner must issue a summons, a notice of default or bailiff's note to the subscription holder or in the event of necessary proceedings brought against the subscription holder, then the subscription holder must cooperate the owner for the costs for legal assistance, both judicial and estra-judicial.
- 24) The parking agreement concluded by the parties does not include security. The owner therefore accepts no liability for the theft or the loss of property of the holder. The owner also accepts no liability any damages to the property of the subscription holder or in respect of personal injury and/or any other damage, directly or indirectly caused by or as a result of the Owner and/or the staff of the parking accommodation and this liability is not excluded in any other article of these general terms and conditions whereby the liability of the owner will any event be limited to the amount on which the owner can claim under its (company) liability insurance.
- 25)The parker is liable for any damage, hindrance and nuisance caused by him. The damage caused by the parker to the parking accommodation and the accompanying equipment and installations must be paid on location or must be paid by the parker after the owner has an expert report drawn up of the damage,.
- 26)Any arrangements or agreements with staff members of the owner are not binding to the latter insofar as these have not been confirmed in writing.