## TERMS AND CONDITIONS FOR OPERATION AND MAINTENANCE OF TWO NUMBERS RAIN BASERA (NIGHT SHELTER) AND SAUCHALAYA IN THE CAMPUS OF INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES, SHEIKHPURA, PATNA-14.

- 01. LOCATION: The Rain-Basera is located diagonally across the old building. The rain basera is located on the back side of the telephone booth. The other rain-basera is located adjacent to the telephone booth.
- 02. Terms & Conditions for the operation and maintenance of two rain-basera (Night-Shelter) and Sauchalaya in the campus of IGIMS, Patna-800 0014.
  - a. That the Contractor shall operate and maintain the rain-basera (Night Shelter) and Sauchalaya for the Institute on pay and use bases for a period of six months from the date of actual handing over. The decision of Director, IGIMS on extension or otherwise shall be final.
  - b. The necessary repairs, replacements, white-washing, colour-washing, painting of the rainbasera as needed from time to time shall be done by the Institute. Water and Electricity required for the proper up-keep and day to day intactness and proper functioning shall also be provided by the Institute. Supply of cleaning material and equipment shall be provided by the contractor at their costs. Supply of water required for operation and maintenance of the hall will be made available in the rain-basera free of charge by Institute. Charges for electricity consumed in the rain-basera including replacement of bulbs and tubes required from time to time shall be provided by the contractor on the basis of meter reading for electricity consumed. The electricity meter/sub-meter shall be installed by the Institute at their cost.
- 03. That the contractor shall maintain and keep rain-basera always neat and clean for the user necessary cleaning powder, acid, brooms-stick, buckets, brushes, wipers and social workers will be at the cost of contractor.

## 04. CHARGES FOR RAIN-BASERA/SAUCHALAYA:

The rate should not be more than the following described rate:

1.	Per Person: per night	: Rs. 4.00 (Rupees Four)
2.	Family (Husband, Wife & maximum two children	: Rs. 6.00 (Rupees Six)
	: per night	
3.	Each additional person/child: per night	: Rs. 2.00 (Rupees Two)
4.	For use of toilet & bathroom: per person	: Rs. 2.00 (Rupees Two)
5.	Family package (including use of toilet & bathroom)	: Rs. 10.00 (Rupees Ten)

05. <u>CLOCK ROOM</u>: For storage of luggage, there will be a clock-room in the sauchalaya. The charge for use of clock room will be rupees one/per day. Not more than four luggage's of one family or person shall be kept in the clock room. Any theft of articles from the clock-room shall be the responsibility of the contractor.

- 06. The charges of the use of rain-basera and the clock-room shall be collected by the authorized representative of the contractor who will grant receipt duly signed by him on behalf of the contractor and shall maintain a daily-receipt register which shall be open to inspection by the Institute.
- 07. The rates of use of the rain-basera shall be displayed as decided between the Institute and contractor.
- 08. That the Institute shall not be responsible in any way for injury or damage caused to the social workers of the second party in natural way while on duty.
- 09. That necessary entry permission cards shall be provided to the social workers of the contractor in all shifts as required by the Institute for proper maintenance of the rain-basera. Entry cards shall also be provided for the maintenance in-charge and other officers for routine/surprise checking programme.
- 10. That the necessary direction given by the Director/authorized officer of the first party will be taken full care of contractor.
- 11. That any neglect or lapse on the part of the second party in cleaning and maintaining the rainbasera shall entitle the Institute to terminate the agreement after giving 07 (Seven) days notice to the contractor to make amends in the said work to the satisfaction of the Institute.
- 12. <u>ACCOUNT</u>: 30% (Thirty percent) of the collection received from the user of the rainbasera/kitchen-shade/sauchalaya and the clock-room (mandatory) be deposited to the Institute in such manner as decided by the Institute and the remaining amount will be retained by the contractor for meeting the expanses towards operation and maintenance of the rain-basera.
- 13. INSPECTION: The Director on his behalf may authorize any officer as inspection authority.
- 14. <u>CANCELLATION</u>: The following acts by the second party shall be reason enough for cancellation of the contract.
  - a) Not keeping ready account.
  - b) Allowing a person to use the rain-basera free of cost of without receipt.
  - c) Misusing rain-basera for any private purpose.
  - d) Refusing to granting receipt to the users.
  - e) Charging excess than the rate settled.
  - f) Not paying electricity bill by  $10^{th}$  of each month.
  - g) Not following the direction of Director.

That any matter not covered in this Terms & Conditions shall be mutually discussed and settled by both parties.

- 15. That in case of any difference or dispute between the two parties in the matter operation and maintenance of rain-basera the same would be referred to the Director, IGIMS by either party whose decision shall be final and binding on both the parties.
- 16. The Institute administration (competent authority) reserves the right to award the work to more than one bidder by dividing the work at the approved rate.
- 17. The participants should quote their rate .....% above than the mandatory deposit.

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