

**TENDER DOCUMENT FORMAT**

**RAJENDRA MEMORIAL RESEARCH INSTITUTE OF MEDICAL SCIENCES  
(INDIAN COUNCIL OF MEDICAL RESEARCH)  
AGAMKUAN, PATNA-800007**

NOTICE INVITING TENDER FOR SELECTION OF CONFERENCE FACILITY FOR  
HOSTING CONFERENCE: 42<sup>ND</sup> ANNUAL CONFERENCE OF INDIAN IMMUNOLOGY  
SOCIETY: **IMMUNOCON 2015**

CONFERENCE DATES: 9<sup>th</sup> to 11<sup>th</sup> Oct. 2015, PLACE : PATNA

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## 1. SECTION I

### Invitation for Proposal (Technical & Financial bids)

Rajendra Memorial Research Institute of Medical Sciences (ICMR), Agankuan, Patna is hosting the 42<sup>nd</sup> Annual Conference of Indian immunology Society: IMMUNOCON 2015. In pursuance of the above proposal, Rajendra Memorial Research Institute of Medical Sciences invites proposal from the Professional Conference Organizers (PCO) for organizing the above mentioned Conference on 9<sup>th</sup> to 11<sup>th</sup> Oct. 2015. Professional Conference Organizers are invited to submit their proposals containing technical and financial bids (in separate sealed covers) to The Director, Rajendra Memorial Research Institute of Medical Sciences (ICMR), Agamkuan, Patna 800007, India for selecting the appropriate conference facility. Bidder should clearly mention “Technical/Financial Bid for IMMUNOCON 2015” on the sealed envelope. The Notice to Invite Tender (NIT) includes the following documents:

- Statement of key parameters related to bid
- Terms of Reference – Scope of the service
- Bidding procedure
- Instructions to Bidders (ITB)
- General Conditions of Contract
- Bid Submission forms

Presentation: Bidders may be requested to give detailed presentation of their proposal to the Director, Rajendra Memorial Research Institute of Medical Sciences (ICMR), Agamkuan, Patna 800007, India, Kind Atten: Organising Secy. Immunocon 2015 on their conference premises, equipment, utilities and supplies as well as the action plan to execute the proposed assignment and for any further clarification as required at a scheduled date and time to be informed separately.

Bidders are requested to submit the bid in complete shape at the following address before the scheduled bid closing date & time specified in the NIT:

To  
The Director,  
Rajendra Memorial Research Institute of Medical Sciences (ICMR),  
Agamkuan, Patna 800007, India.

Important Note: Regular updates and complete information on NIT process may be seen at [www.immunocon2015.org](http://www.immunocon2015.org)

**2. SECTION II:**

**Statement of Key Parameters related to Bid:**

Item Description Period for which the conference facility is required:

Pre-bid meeting Time: 03.00 P.M., Date 29/06/2015

Last date for requesting any further clarifications: Time: 11.00, Date: 01/07/2015

Bid closing Time: 5.00 P.M. Date: 15/07/2015

Technical Bids opening Time: 03.00 P.M. DATE: 17/07/2015

Intimation of the result of Technical Bids and Opening of Financial Bids Time: 3.00 P.M. Date: 21/07/2015 in office premises of the Rajendra Memorial Research Institute of Medical Sciences (ICMR), Agamkuan, Patna 800007, India.

Bid Validity Period: Valid for 120 calendar days from the bid closing date.

Period for signing of contract / agreement Within 7 days from date of information of Intent (LOI) from Director, Rajendra Memorial Research Institute of Medical Sciences (ICMR), Agamkuan, Patna 800007, India.

**3. SECTION III:**

**Terms of Reference (TOR):**

Background: OF THE ORGANIZATION

Rajendra Memorial Research Institute of Medical Sciences (RMRIMS), Patna was established in the memory of Deshratna Dr. Rajendra Prasad, the First President of Republic of India in the year 1963. It was taken over by Indian Council of Medical Research, New Delhi on 1st April, 1984 under Ministry of Health and Family Welfare, Govt. of India and thereafter the main thrust area of research is Visceral Leishmaniasis (Kala-azar). RMRIMS, as a premium research institute, has played leading roles in the advancement of health care in the country with its 267 staffs (104 regular staff including 18 Scientists and with 163 project staff including 9 scientists and 50 Ph.D. students) at the moment. This institute is situated in a campus of well maintained 9 acres of land in eastern Patna. Total administrative area is 780 m<sup>2</sup> and total academic area is 2720 m<sup>2</sup> (old) and 9650 m<sup>2</sup> (new) approximately.

**The Conference may have the participation of about 300 delegates.**

**Format:**

IMMUNOCON 2015 would consist of events associated with a conference, side events and exhibition:

**Details of Conference Facilities:**

PREMISES: Own Campus

NUMBER OF HALLS: Two (Available Four)

An exhibition near the meeting venue in outdoor canopy.

ACCOMMODATION: In Hotels in Town Area.

**Details of the venue:**

Adequate space for

- i. Cyber Café
- ii. Promotional materials display area
- iii. Delegates and participants lounges
- iv. Information desk
- v. Bank
- vi. Post office
- vii. Business center
- viii. Cultural events and lunch/dinner
- ix. Adequate Catering space for cafeterias, restaurants and snack bar (food court) for the expected number of participants and conference staff near the meeting venue.

Audio visual requirements:

- i. Projectors and display board

The entire venue compliant with fire safety regulations.

All the rooms, meeting halls and the exhibition area air-conditioned.

**OTHER REQUIREMENTS**

Good conference venue security arrangements

Connectivity.

Good road network and IT connectivity of the city.

## Eligibility of PCO

The applicant must be a PROFESSIONAL CONFERENCE ORGANIZER

The applicant should have handled not less than 6 (six) prestigious International events with at least 2 exceeding 2000 delegates and must substantiate with documentary evidence.

The average annual minimum turnover of the owner/lessee should not be less than Rs 10.00 crore for the last three years.

**Tender Specification:** Bidder should explain the man power strength, skill and management process for following

1. Finance management and accounting. To assist in Financial Management, preparation of budget and to provide fortnightly updates of collection and expenditure to Conference Organising Committee (COC). To provide all the documents within 30 days of completion of conference for auditing purpose.
2. Ensure the conference runs to the prepared budget and that all expenditure has been approved by the CSC and that adequate (at least three) competitive quotes have been obtained for goods and services as per GFR.
3. Conference venue management and staffing, delegate's lounge management, IT facility and speaker preparation.
4. To organize PPT slides for presentation during differ sessions, preparation of programme, assembling, chair management, award management and felicitation.
5. Website management and branding
6. Registration management: Manage the registration of delegates, including accepting payments and accommodation deposits and to deposit the collection in dedicated account for the conference and reporting to COC. Arrangement and distribution of kit. Spot registration management.
7. Abstract data base management
8. Hotel accommodation management
9. Management associated with Social events and inaugural & valedictory ceremony
10. Secretarial services
11. Marketing and promotion of conference
12. Audiovisual and Signage Management
13. Conference abstract book preparation for production
14. Exhibition management for Scientific posters and stalls
15. Transportation management
16. Catering Management
17. Travel Desk management and site tours
18. Conference secretariat management

## 19. Management of accessories and minor requirements

### Two Part Tender

Sealed tenders are invited in two-part system. Part-I will be technical bid and

Part – II will be financial/price bid.

## 4. SECTION IV Bidding and Evaluation Procedure

### Bidding Procedure

- Bid submission: Offers should be made in two parts namely, “Technical bid for organizing IMMUNOCON 2015” and “Financial bid for organizing Immunocon 2015” and in the given format. Each offer should be sealed and placed in a separate envelope super scribed "Technical bid for organizing Immunocon 2015" and "Financial bid for organizing Immunocon 2015", as the case may be. The bidder should put these two sealed envelopes in one envelope with covering letter of the firm on its letter head and submit the same to:

The Director,  
Rajendra Memorial Research Institute of Medical Sciences (ICMR),  
Agamkuan, Patna 800007, India.

- If the envelopes are not sealed and marked as instructed, such tenders may be disqualified. Name of the bidder and contact address should also be written on the envelopes.
- The Technical bids will be opened on 17/07/2015 at 3.00 P.M. in RMRIMS in the presence of available bidders/ authorized representative of bidders, who wish to be present. The date and time of opening financial bids will be intimated in case of any change in the schedule.
- Late Bid: Any bid received after the deadline for submission of bids shall not be accepted and returned unopened to the bidder.
- In case the tenders are sent through courier, they have to submit the tender Dispatch Section, Rajendra Memorial Research Institute of Medical Sciences (ICMR), Agamkuan, Patna 800007, India. Any delay in receipt or delivery of tenders, beyond schedule closing time will not be accepted.

### Technical Bid:

- In order to make it easier, consistent and ensure that each bid receives full consideration, the following format should be followed when preparing the technical bid document:

- Title Page with a title of the bid, bidder's name and address, contact person and contact details such as: telephone (Mobile as well as Landline), Fax No. and e-mail details.
- An introductory letter addressed to the Director, Rajendra Memorial Research Institute of Medical Sciences (ICMR), Agamkuan, Patna 800007, India. identifying full details of the bidder and signed by the bidder or the person or persons authorized to sign the bid on behalf of the bidder and the statements made in the bid document.
- Table of contents including page numbers.
- Summary of the key features and highlights of the bid.
- Detailed technical description of the facilities as mentioned in NIT.
- Details of experience as mentioned in NIT
- Concept & implementation Schedule, approach and Methodology, which interalia should include the following:
  - This should reflect the complete knowledge and holistic understanding of the requirements of the assignment and methodology to address the same.
  - **Detailed description of how planning and implementation of this assignment would be approached and conducted.**
- Bidder's specific and detailed expectations, i.e., the support expected from Director, Rajendra Memorial Research Institute of Medical Sciences (ICMR), Agamkuan, Patna 800007, India, if any, (operational & technical) throughout the Conference and Exhibition.
- Details of Project Team suitability & experience. The bidder should provide a list of personnel proposed to be deployed for the assignment, outlining specifically the qualifications and experience of each person relevant to this project and each member's role, responsibility and timing in the organizing the Conference and Exhibition.
- Risk Management: Any risk assumptions must be included as part of the bid and must clearly state quantifiable impact if assumptions are not met. Any conditions with which, Rajendra Memorial Research Institute of Medical Sciences must comply, to ensure the success of the proposed approach must be stated and resultant negative impact of host Institute's failure to comply should also be included. Any identification of any constraints that may be associated with this project and how they will impact on the success of the project should be indicated.

### Check List in Form

Wherever a specific format is prescribed in the bid document, the bidder shall use the format to provide relevant information. If the format does not provide sufficient space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.

### Financial Bid:

The financial bid should contain fees/charges for the conference facilities requested in section 3 of the NIT in the format as given.

The RMRIMS shall award the job to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best bid, provided further that the Bidder is determined to be qualified to perform the assignment satisfactorily. **RMRIMS shall however not bind itself to accept the lowest bid or any bid and reserves the right to accept any bid, wholly or in part.**

### Bid Prices

- The bidder is responsible for all taxes, duties etc.
- Bidder's separation of price components will be solely for the purpose of facilitating the comparison of bids by RMRIMS and will not in any way limit the Institute's right to contract on any of the terms offered.
- Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account unless otherwise specified in the tender call. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

### Pre-bid Meeting

- All the bidders can participate in the pre-bid meeting to seek clarifications on the bid, if any. Pre-Bid Meeting will be held at the following date, time and venue:
- **Date and Time: 29<sup>th</sup> June 2015 at 3 P.M.**
- **Venue: RMRIMS, Agamkuan, Patna 800007**

### Standard Procedure for Opening and Evaluation of Bids

Outline of bid Opening procedure:

- Bidders should offer prices for all the items/services to be provided including partitions and the temporary constructions including desks and chairs for the event, otherwise, the bid will be considered as non-responsive and not considered for further evaluation.



- The bid opening and evaluation process will be sequential in nature. It means that bidder must qualify in technical stage to make him eligible for evaluation in the financial bid. Immediately after the closing date and time, the technical bids will be opened by the Selection Committee for further evaluation. Thereafter, the financial bids of only those bidders will be opened who qualify in Technical Evaluation.
- All participating bidders may depute a representative with an authority letter to witness these processes.

### **General Guidelines for Bid Opening and Evaluation**

#### **Opening of Bids**

- Bids will be opened by the Tender Evaluation Committee (TEC) constituted by the RMRIMS purpose in the presence of bidder's representatives, who choose to attend. The bidder's representatives who are present shall sign a register evidencing their attendance. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened.

#### **Preliminary Examination of Bids**

- Preliminary scrutiny will be made to determine whether the bid is complete, whether any computation errors have been made, whether the documents have been properly signed, and whether the bids are generally in order. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. The TEC may waive any minor infirmity; nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. Prior to the detailed evaluation, the TEC will determine the substantial responsiveness of each bid to the bidding documents.
- For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. If a bid is not substantially responsive, it will be rejected by the TEC and may not subsequently be made responsive by the bidder by correction of the nonconformity. The TEC may visit the facility for inspection at its discretion before taking a final decision.

#### **Presentation of bids**

- During evaluation of the bids, the TEC may, at its discretion, ask the bidder for clarification of its bid/presentation.

### **Clarification of Bidding Documents**

- A prospective bidder requiring any clarification of the bidding documents may notify the RMRIMS. The replies will be given in the pre bid meeting

### **Amendment of Bidding Documents**

- At any time prior to the deadline for submission of bids, The RMRIMS at its own initiative, may modify the bidding documents by amendment and post it on the RMRIMS website.
- In order to allow prospective bidders reasonable time to take the amendment into account in preparing their bids, the RMRIMS, at its discretion, may extend the deadline for the submission of bids.

### **Cost of Bidding**

- The cost of preparing the bid documents, attendance at any preselection meetings or oral presentations shall be borne by the bidder. RMRIMS will in no case be responsible for those costs, regardless of the conduct or cancellation or outcome of the bidding process or outcome of the solicitation / selection process.
- Proposals must offer Services for the total requirement. Proposals offering only part of the Services will be rejected.
- Bidder is expected to examine all instructions, forms, terms and specifications in bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

### **Validity of Bids**

- All bids shall remain valid and open for acceptance for a period of 120 calendar days after the date specified for receipt of bids. In exceptional circumstances, RMRIMS may solicit the bidders' consent to an extension of the period of validity. The request and the responses there to shall be made in writing. However a bidder granting the request will not be permitted to modify its bid.

### **Ownership of Bids**

- All documents, including bids, submitted to the RMRIMS become the property of the Institute.

### **Acceptance of Bids**

- This invitation to Bids should not be construed as an agreement to assigning the job of Conference Facility owner/lessee. RMRIMS is not bound to enter into a contract with the

bidder who submits the lowest priced/financial bid. Bids will only be assessed in terms of the evaluation criteria.

### **Modification and Withdrawal of Bids**

- The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the RMRIMS prior to the deadline prescribed for submission of bids.
- The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original bid.
- No bid can be modified subsequent to the deadline for submission of bids.
- No bid can be withdrawn in the interval between the deadlines for submission of bids and the expiration of the period of bid validity.

### **Expertise, skill-sets, and the manpower strength along with Staff profile**

- Security arrangements, hotel restaurant facility, international connectivity and road and IT e and total costs including cost of consumables such as electricity, water etc.; taxes, etc.
- Firm/Company means a company, authority, co-operative or any other organization incorporated under appropriate statute as is applicable in the country of incorporation.
- Technical Bid means that part of the offer that provides information to facilitate assessment by the Institute (RMRIMS), professional, technical and quality standing of the bidder and the facilities offered by him and their conformity to requirements.
- Prime Bidder means a member of a consortium of companies who is primarily and solely responsible to RMRIMS for provision of conference facilities and other services as per terms and conditions of the agreement.
- Contractor means successful bidder with whom RMRIMS enters into an Agreement or Contract for providing conference facilities and other services.
- Employer means RMRIMS with whom the Contractor would into an Agreement/ Contract for providing facilities and services for organization of the Conference.
- Specification means the functional and technical specifications or statement of work, as the case may be.
- Notice to Invite Tender or Invitation for Bids means the detailed tender notification seeking a set of facility (s), service(s), materials or any combination of them.
- Two part Bid means the technical and financial bids are put in separate covers and their evaluation is sequential and in that order.
- Goods and Services mean the facility (s), service(s), materials or a combination of them in the context of the tender call and specifications.

## DEPARTMENT MEANS, DETAILS OF THE DEPARTMENT

- **“Contract”** means the agreement entered into between the RMRIMS and the bidder, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- **“Contract Price”** means the price payable to the bidder under the contract for the full and proper performance of its contractual obligations;
- **“Incidental Services”** means those services ancillary to the supply of the goods and services and other obligations of the bidder covered under the contract;

### **Application**

- These general conditions shall apply to the extent that they are not superseded by provisions of other parts of the contract.

## **SECTION V**

### **General Condition of the Contract**

#### **Use of Documents and Information**

- The bidder shall not, without prior written consent from RMRIMS, disclose/share/use the bid document, contract, or any provision thereof, or any information furnished by or on behalf of the RMRIMS in connection therewith, to any person other than a person employed by the bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- The Bidder shall not, without prior written consent of RMRIMS, make use of any document or information made available for the project, except for purposes of performing the Contract.
- All project related documents (including this bid document) issued by RMRIMS other than the contract itself, shall remain the property of the RMRIMS and shall be returned (in all copies) to the RMRIMS on completion of the bidder’s performance under the contract if so required by the RMRIMS.

### **Indemnity**

- Bidder shall indemnify, defend and hold harmless RMRIMS and their respective officers, employees, successors and assigns, from and against any claim and or losses arising from claims out of this contract/agreement by third parties.

### **Insurance**

- It is expected that the bidder takes insurance for relevant facilities, infrastructure, exhibition and activities in a freely convertible currency against loss or damage arising due to unforeseen events.

### **Payment of Service Charges (Fee)**

- The bidder's request(s) for payment shall be made to the RMRIMS in writing, accompanied by an invoice describing, as appropriate, the facilities/ goods/service delivered/performed.
- Payments shall be made by the RMRIMS, after submission of original bill.

### **The currency of payment will be Indian rupees.**

- Prior to making any such payment, the RMRIMS shall be entitled to make deductions of TDS, Service Tax or deferments in respect of any disputes or claims whatsoever with or against the Conference Facility owners.

### **Prices:**

- Prices shall be quoted in Indian rupees. Prices charged by the Bidder for the services performed under the contract shall not vary from the prices quoted by the Bidder in its bid, with the exception of any price adjustments authorized in special conditions of contract or in the request for bid validity extension, as the case may be.

### **Change Orders**

- RMRIMS, at any time, by written order given to the Bidder, make changes up to 25% of the quantities specified in the NIT. This applies only to the facilities, which are temporary in nature.
- If any such change causes an increase or decrease in the cost of, or the time required for, the bidder's performance of any provisions under the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any claims by the Bidder for adjustment under this clause must be asserted within fifteen (15) days from the date of the Bidder's receipt of the change order.

### **Contract Amendment**

- No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

### **Termination of the Contract for default**

- The RMRIMS may terminate the Contract forthwith by giving a notice in writing to the Contractor, if the latter:
  - Commits a breach of the contract agreement, which in the case of a breach capable of remedy shall not have been remedied immediately of the receipt the notice from the MoEF identifying the breach and requiring its remedy.
  - Commits a series of persistent breaches, however minor, whether remedied or not.
  - In the opinion of the RMRIMS, fails to provide the Services of the standard the RMRIMS might reasonably expect, whether in terms of quality, availability and timeliness or otherwise.
  - Fails to perform or observe the terms & conditions of this NIT.
  - Goes into liquidation or a receiver is appointed or in the case of an individual becomes bankrupt and is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation if a different legal entity shall agree to be bound by and assume the obligations of the relevant party under this Agreement) or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed or ceases for any reason to carry on business or takes or suffers any similar action which in the opinion of the RMRIMS means that the Contractor may be unable to pay its debts.

### **Termination of Contract for convenience:**

- The RMRIMS may at any time terminate the Contract with or without reason on giving the Bidder a written notice. The notice of termination shall specify that the termination is for the RMRIMS convenience, the extent to which performance of the Bidder under the contract is terminated and the date upon which, such termination becomes effective.

### **In such case, the PCO would be eligible for:**

- Payments under payment provisions of the Contract Agreement for those Services rendered before the effective date of termination; and any reasonable costs incurred by the Contractor and directly attributable to the termination of the Contract Agreement, subject to the relevant clauses pertaining to the payment and the other Terms of Reference of Assignment. The decision of the RMRIMS in this regard shall be final and binding on the Bidder.
- Upon receipt of a notice of termination of this Agreement the Conference Facility owners shall:
  - As top work as specified in the notice; and
  - Take all available steps to minimize loss resulting from that termination.

## **Force Majeure**

The Bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this CONTRACT, to the extent that such failure to perform, delay or default arises out of a cause existing or future, that is beyond the control and without negligence of the party otherwise chargeable with failure, delay or default: including, but not limited to action or inaction of governmental, civil or military authority: fire, flood, war, riot, theft, earthquake, natural disaster, act, negligence or default of the other party. Either party desiring to rely upon any of the foregoing as excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause and when the cause ceases to exist, give prompt notice thereof to the other party. If a Force Majeure situation arises, the Bidder shall promptly notify the RMRIMS in writing of such condition and the cause thereof. Unless otherwise directed by the RMRIMS in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **Resolution of Disputes**

- RMRIMS and the Bidder shall make every effort to resolve amicably by direct informal discussion/ negotiation any disagreement or dispute arising out of or in connection with the Contract or related thereto, whether directly or indirectly or the breach, termination, enforcement, interpretation or validity thereof, including the determination of scope or applicability the Contract.
- A dispute within the meaning of this clause exists once one Party notifies the other in writing of the nature of the dispute and requires the resolution of the dispute in terms of this clause.
- Within 7 (seven) business days following such notification, the Parties shall seek an amicable resolution to such dispute by referring such dispute to designated representatives of each of the parties for their negotiation and resolution of the dispute. The representatives shall be authorized to resolve the dispute.
- In the event of the negotiation between the designated representatives not resulting in an agreement or resolution of the dispute within 7 (seven) business days thereafter, the Parties must refer the dispute for resolution to the ORGANIZER by way of mediation.
- The periods of negotiation or discussion may be shortened or lengthened by written agreement between the parties.
- The decision given by the RMRIMS shall be final and binding on both Parties.
- The Contract shall be interpreted in accordance with the laws of the Union of India and the Parties agree to submit to the Courts of Delhi/ New Delhi.

- This clause would be a separate, divisible agreement from the rest of the Contract and shall remain in effect even if the Contract terminates, is nullified or cancelled for whatever reason of cause.

**Important:**

No conflict between the Bidder and RMRIMS will cause cessation of activities/ services and work on the project will continue uninterrupted till conclusion of the Conference. Only by mutual consent the services will be withdrawn or work stopped.

RMRIMS reserves the exclusive right to make any amendments/ changes to or cancel any of the above actions or any other action related to this NIT.

**Governing Language**

The contract shall be written in English. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in same language.

**Governing law and jurisdiction**

The validity construction and performance of the Contract Agreement shall be governed by Indian law and the parties hereby submit to jurisdiction of Patna.

**Notices**

Any notice, request or other communication to be given or served pursuant to the Contract Agreement shall be in writing and addressed as the case may be as follows:

- if given to the RMRIMS addressed and forwarded to the authorized officer i.e. If given by the RMRIMS signed by the authorized Officer for this project in the RMRIMS and forwarded to the Contractor at the address indicated at the commencement of the contract or as otherwise notified by the Contractor.
- Any such notice, request or other communication shall be delivered by hand or sent by prepaid post or facsimile, to the address of the party to which it is sent. If sent by Facsimile a signed copy of same shall be sent by Registered/Speed Post.

**Taxes and Duties**

The bidder shall be entirely responsible for payment of all taxes, duties, license fee, road permits or any other dues arising out of this proposed assignment.



## SECTION VI

### Bid Submission Forms:

#### Bid Letter Form

From:

(Registered name and address of the bidder)

To,

The Director,

Rajendra Memorial Research Institute of Medical Sciences (ICMR),

Agamkuan, Patna 800007, India.

Sir,

Having examined the bidding documents and amendments there on, we the undersigned, offer to provide conference facilities/services/execute the project indicated below in conformity with the terms and conditions of the bidding document and amendments thereon.

Project title: Conference facilities to organize 42<sup>nd</sup> Annual Conference of Indian Immunology Society: IMMUNOCON 2015.

We undertake to provide facilities/ services/execute the above project or its part assigned to us in conformity with the said bidding documents for an estimated sum indicated in Financial Bid which may vary in accordance with the schedule of prices attached and coverage options made by RMRIMS.

If our bid is accepted, we;

1. Undertake to provide facilities/ services/ execute the work according to the time schedule specified in the bid document and contract,
2. Confirm that our bid is valid for the period specified in the NIT.
3. Agree to abide by the bid conditions, including pre-bid meeting minutes if any, which remain binding upon us during the entire bid validity period and bid may be accepted any time before the expiration of that period.
4. Understand that RMRIMS is not bound to accept the lowest or any bid the RMRIMS may receive, nor to give any reason for the rejection of any bid and that RMRIMS will not defray any expenses incurred by us in bidding.
5. Until the formal final Contract is prepared and executed between us, this bid, together with RMRIMS's written acceptance of the bid and Institute's notification of award shall constitute a binding contract between us.
6. Submit that bid is UNCONDITIONAL except the deviations mentioned in Form F.5.

Place: Bidder's signature

Date: and seal.

**Form F-1**

Bidder Information

(Separate Sheet for each member in case of Consortium)

1 Name of the organization

2 Responsible Person's Name

3. Project Engagement team and Coordinating Officer with contact details

4 Year of establishment

5 Registered Offices with Postal Address

6 Phone No.

7 Fax No.

8 Email

9 Details of certificates enclosed.

Place: \_\_\_\_\_ Bidder's signature

and seal.

Date: \_\_\_\_\_

**Form F-2**

Details of conferences, event, exhibitions held in the facility offered

S. No. Conference

Name

Description of the event & address

Details of Conference Organizer\*

Value Year

\* The documentary evidence be annexed

Place: \_\_\_\_\_ Bidder's signature

and seal.

Date: \_\_\_\_\_

**Form F-3**

Concept & Plan Solution details

S.No. Item Enclosed: Yes / No

1 Complete concept of the event for the holding of CONFERENCE of Parties to the

2 Programme Plan

3 Methodology & Models of the event

4 Steps and Plan of Action proposed by the bidder to complete the work by target date.

PlaceF: \_\_\_\_\_ Bidder's signature

and seal.

Date: \_\_\_\_\_

**Form F-4**

Financial Bid Form

From:

DEPARTMENT

& ADDRESS

Sir,

Having examined the bidding documents and amendments there on, we the undersigned offer to provide services to organize the CONFERENCE (IMMUNOCON 2015) inconformity with the Scope, Terms and Conditions of the bidding document and amendments thereon in response to the tender call for the following amount:

Specification of facility Rental with breakup details

1. Permanent facilities including

(i) Plenary, Working Group room, other rooms

(ii) Other REQUIREMENTS

(iii) Other facilities to be specified by the bidder

Total rental to be given

2. Temporary facilities such as

(i) Meeting rooms

(ii) Exhibition area

(iii) Catering area etc.

(iv) Other facilities to be specified by the bidder

rates to be given for all services like exhibition area, catering area, etc. & all other logistics

Place: Bidder's signature & seal

Date:

**Form F-5**

Check List

Compliance/agreed/enclosed/ deviation statement.

The following are the particulars of compliance/deviations from the requirements of the tender specifications.

S.No Bid document reference Remarks

- 1. Implementation period
- 2 Form F-1
- 3 Form F-2
- 4 Form F-3
- 5 Form F-4
- 6 Technical and Functional Requirements
- 7 Financial bid format
- 8 General instructions to bidders
- 9 Standard procedures for bid evaluation
- 10 General condition of proposed contract

The specifications and conditions indicated in the Bid document (NIT) as amended by RMRIMS, shall prevail over those indicated anywhere in our proposal, except only to the extent of deviations furnished in this statement.

Place: \_\_\_\_\_ Bidder's signature

& seal.

Date: \_\_\_\_\_

NOTE: For every item appropriate remarks should be indicated like 'no deviation', 'agreed', 'enclosed' etc. as the case may be.

**Form – 6**

Format for Security Deposit / Bank Guarantee

THIS DEED OF GUARANTEE made at Patna \_\_\_\_\_ day of month \_\_\_\_\_ of (the year) by the Bank of (Bank’s name and address) (hereinafter called the ‘SURETY’ which expression shall include its heirs, successors, administrators and assigns) of the ONE PART in favor of RMRIMS

RMRIMS (Here in after called the ‘EMPLOYER’ which term shall include its heirs, successors, administrators and assigns) of the OTHER PART.

WHEREAS M/s (Conference Organizer Firm’s name) registered under \_\_\_\_\_ having its Registered Office (Firm’s address) (hereinafter called the ‘CONTRACTOR’ which expression shall include its heirs, successors, administrators and assigns) have accepted an Order / entered into a Contract vide Ref. No.

\_\_\_\_\_ dated \_\_\_\_\_(hereinafter called the said Order / Contract) with the Employer for the supply, delivery at site, services, material etc. as stated in the said Order / Contract as per the terms and conditions provided in the Order / Contract.

AND WHEREAS under the said Order / Contract the Contractor is required to furnish a Bank Guarantee for (currency / amount) \_\_\_\_\_(In words) being ten percent (10%) of the Order / Contract price of (currency / amount) as specified in the said Order / Contract for the execution of the said Order / Contract as per Order / Contract terms.

NOW THIS DEED WITNESSES AS FOLLOWS:

In pursuance of the terms and conditions of the said Order / Contract and on the request of the Contractor, we the Surety do hereby undertake to pay to the Employer on demand without any demur the sum of (currency/amount) (in words) being ten percent (10%) of the Order / Contract price in the event of the Contractor failing to fulfill any of the terms and conditions of the said Order / Contract.

We, the Surety, do hereby agree that the Employers shall be the sole judge to decide whether the Contractor has committed a breach of any of the terms or conditions of the said Order / Contract and that the decision of the Employer will be final and binding on the Surety. The Employer and the Contractor shall be at a liberty to carry out any modifications in the said Order / Contract during the currency of the said Order / Contract and any extensions thereof and any such modifications will be

duly intimated to the Surety. Any accounts settled between the Contractor and the Employer shall be conclusive evidence against the Surety of the amount due and shall not be questioned by the Surety.

We, the Surety, further agree that the guarantee herein contained shall remain in full force and effect for a period that would be taken for completion of the Order / Contract, by the Contractor under the said Order / Contract and that the guarantee shall continue to be enforceable till all the obligations under or arising by virtue of the said Order / Contract have been fully discharged by the Contractor till

the Employer certifies in writing that the terms and conditions of the said Order / Contract have been fully and properly carried out by the said Contractor.

We, the Surety, further undertake not to revoke this guarantee during the Currency of the same except with the previous consent of the Employer in writing.

We, the Surety, further agree that liabilities and obligations of the Surety arising under or by virtue of this bond shall not be discharged by any variation of the terms or conditions of the said Contractor by any grant of time given or any indulgence Shown by the Employer to the Contractor. It is agreed that the liabilities under this Guarantee shall not exceed (currency/amount) (In words).

This guarantee shall remain in force till \_\_\_\_\_

Date:

Signature of a person duly

Authorized to sign on behalf of the

Bank with Seal of the Bank