

ICMR-Rajendra Memorial Research Institute of Medical Sciences (RMRIMS),  
Agamkuan, Patna 800007

**Tender Notice No. RMRI-BM-02/2017**

RMRIMS, Patna invites tender from reputed, firms, agencies with EPF, ESI and Labour Registration and experienced for Garden Maintenance Services in RMRIMS, Agamkuan, Patna-800007 premises. The interested companies/firms/Agencies capable of undertaking such work may go through our website ([www.rmrim.org.in](http://www.rmrim.org.in)) for details related to this tender.

(Naresh Kumar)  
Administrative officer

ICMR-Rajendra Memorial Research Institute of Medical Sciences (RMRIMS),  
Agamkuan, Patna 800007

NOTICE INVITING TENDER FOR GARDEN MAINTENANCE FOR RMRI OF MS CAMPUS

1. Rajendra Memorial Research Institute of Medical Sciences, Agamkuan, Patna invites bids from reputed, experienced and financially sound Companies/Firms/Agencies for Garden Maintenance in the Institute. The period of contract is one year. The quantum of requirement may vary during the period of contract. Those who are in the similar business for the last two years and at present providing the same service to Central/State Govt. Dep't./Large Industrial/Educational Campus'/Corporate Super Specialty Hospitals and capable of undertaking such work may send their bids both Technical and Commercial in sealed envelopes.

2. The bidders using the tender form downloaded from the website [www.rmrim.org.in](http://www.rmrim.org.in) E-mail: [dirmris@sancharnet.in](mailto:dirmris@sancharnet.in) shall enclose a Demand Draft for Rs2000-payable at Patna and drawn in favour of "Director, RMRIMS Patna. with the technical Bid.

3. The interested Companies/firms/Agencies may send their bid complete in all respect along with earnest money. Deposit (EMD) for Rs.50,000/-Rupees fifty thousand only )

In the form of Demand Draft/Bank Guarantee issued in favour of Director RMRIMS drawn on any scheduled bank payable at Patna and other requisite documents to the undersigned duly superscripted "Bid for Tender No.BM-2/OPA-2032/2017.Dated 27/11/2017. Submitted before 02.30 hrs on **18/12/2017**.The bids received after this deadline shall not be entertained under any circumstances whatsoever. In case of postal delay this institute will not be responsible.

NOTE: The EMD and Tender Fee draft should be put in the envelope containing Technical Bid failing which the tender shall be rejected forthwith.

4. The sealed envelopes are to be deposited in the Dispatch Section at the office of RMRI OF MS, Agamkuan, Patna-800007. **Bids sent by COURIER will not be entertained.**
5. Bids will be opened on 20/12/2017 at 3.30 hrs. in the presence of bidders or their authorized representatives who wish to participate in the bidding process. If the opening date happens to be a closed day/holiday, the tender will be opened on the next working day.
6. Any future clarification(s) and /or corrigendum(s) shall be communicated by the Institute only through the website [.www.rmrimms.org.in](http://www.rmrimms.org.in) E-mail: [dirrmris@sancharnet.in](mailto:dirrmris@sancharnet.in). and not in press. Hence, bidders are advised to always be in touch with our said website until the tender is finally opened.
7. RMRIMS, Patna reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document including quantity/amount of items to be supplied or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Director, RMRIMS, Patna in this regard shall be final.

**GENERAL INSTRUCTIONS TO THE BIDDER**

1. The tender is “Two Bid” document. The technical bid should contain all the relevant Information and desired enclosures in the prescribed format along with Tender fee & Earnest Money Deposit(EMD).The financial bid should contain only commercial Document. In case, any bidder encloses the financial bid within technical bid, the same shall be rejected summarily.
2. The tender Document can be downloaded from the website of RMRIMS Patna i.e. [www.rmrims.org.in](http://www.rmrims.org.in). The Technical bid must accompany with the tender fee of Rs2000/- in form of Demand Draft in favour of Director RMRI OF MS Patna. The tender document fee is non refundable, non-adjustable and non-transferable and is payable through a demand draft on any scheduled bank drawn in favour of the Director RMRI MS ,Patna.
3. The Tender should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. The name and signature of bidder’s authorized person should appear on each page of the application. All pages of the tender document shall be numbered and submitted as a package along with forwarding letter on agency’s letter head.
4. The Contacts concluded as a result of this Tender Inquiry shall be governed by the ‘Terms & Condition’s and other relevant instructions as contained in this Tender Document.
5. The prices/rates quoted should be indicated in words as well as in figures. In case of any discrepancy lower amount/rate shall be considered as valid.
6. Bidders are requested to quote their prices on a firm & fixed basis for the entire period of the Contract. Bids of the firms received with prices quoted on variable basis shall be rejected without assigning any reasons and no communication in this regard shall be made.
7. Quotations qualified by such vague and indefinite expressions such as “subject to prior confirmation”, “subject to immediate acceptance” etc. will be treated as vague offers and rejected accordingly. Any conditional tender shall be rejected summarily.
8. Bidders are requested to enclose a copy of their valid certificate of PAN No., TAN No, Sale Tax/VAT No./Service Tax No/GST. or any other document as requested by the Institute with their tender
9. Tenders received without Tender Fee and EMD amount by way of demand draft or Bank Guarantee as the case may be in favour of Director RMRI MS Patna will not be considered at all and shall be summarily rejected.
10. Refund of Earnest Money Deposit: The EMD submitted by unsuccessful bidders shall be returned to them without any interest after conclusion of the contract with successful bidder. The EMD submitted by successful bidders shall be returned to them after the successful bidder deposits the performance security according to conditions stipulated in the bid document.
11. Bidders may note that if the date of tender opening given in the Tender Document is Declared to be a gazette holiday, the tender shall be opened on the next working day at

the same timing. In such an event the closing hours for receipt of tenders in Director RMRI MS will stand automatically extended up to 03.30 hours of the next working day in the Government offices.

12. Late/delayed tenders received in Director RMRI MS due to any reason whatsoever will not be accepted under any circumstances.
13. At any time prior to date submission of tender, Tender inviting Authority may, for any reason, or decision, modify the terms & conditions of the tender document by a Corrigendum displayed on the website of Director RMRI MS, Patna [www.rmrimms.org.in](http://www.rmrimms.org.in). In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may or may not, at his discretion, extend the date and time for submission of tenders.
14. Tendering firms are at liberty to be present or authorize a representative to be present at the opening of the tender at the time and date as specified in the Schedule. The name and address of the representative authorized to attend the opening of the tender on behalf of a tendering firm should be indicated in the tender. The representative so deputed should also bring with him a letter of authority from the firm for having been authorized to be present at the time of opening of tender. Only one representative per firm shall be permitted to attend the opening of the tender. The name and address of permanent representative of the firm , if any, should also be indicated in the tender.

**15. DOCUMENTS COMPRISING THE BID;**

The bids prepared by the bidder shall comprise of (1) The Technical Bid and  
(2) Financial Bid.

**TECHNICAL BID** :- To qualify in the Technical bid the firm should have the minimum eligibility criteria as under and the firm in this regard must submit the following documents in support of their eligibility criteria

- (a) Duly filled format of Technical Bid as per **Annexure"1"**
- (b) Profile of the organization.
- (c) Copy of constitution or legal status of the sole proprietorship/firm/agency/company etc.
- (d) Financial status:- The average annual turnover for performing similar jobs of the firm should not be less than 40 lack in the last two years. Copies of profit & loss account and balance sheets duly authenticated by a Chartered Accountant for the last two years should be enclosed.
- (e) Experience of 02 years or more in the similar job. The firm should be maintaining Garden in a minimum one two central Govt. Dep't, autonomous bodies , specialty Hospitals.

- (f) The technical bid should be accompanied by Demand draft of 2000/- (non refundable) against tender fee and Demand Draft/Bank Guarantee of Rs 2000/-
- (g) Copy of Income Tax Return Filed Acknowledgements for last two years.
- (h) List of Personnel including skills and competence in the organization
- (i) Copy of PAN Card and Service Tax Registration
- (j) **Copy of EPF and ESI registration.**
- (k) Copy of Sales Tax/VAT, GST registration certificate.
- (l) The Firm should be registered itself under The shop and Establishment Act.
- (m) Details of clients where similar services (Garden Maintenance work) are presently provided by the agency separately for Govt. and private clients along with address and telephone nos.
- (n) The bidder must have adequate experience of execution of similar work in Central/State Govt. Deptt., Autonomous Bodies, Large industrial/Educational Campus/corporate Super Specialty Hospitals. Necessary supporting documents like work orders, work completion certificate, payment certificate etc. for last two years to this effect must be submitted along with the offer.
- (o) The bidder must enclose an affidavit duly certified by the notary at the location of the Agencies/Head quarter or at Patna that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and no police/vigilance enquiry/criminal case is pending against him or company/agency as the case may .

**FINANCIAL BID :-** The financial bid shall contain:

Price Bid form (as per Annexure-2 (Part A & B))

## 16. SUBMISSION OF BIDS

**15.1 Sealing and marking of bids :** The bidder shall wax seal the EMD, the Technical Bid and the Financial Bid in separate envelopes and keep them in a bigger wax sealed envelop. The envelope containing the EMD shall bear the name "EMD for Tender No BM-2/OPA-2032 /2017 .The envelope containing the Technical Bid shall bear the name ""TECHNICAL BID for Tender No. BM-2/OPA-2032/2017/ Garden Services. The envelop containing the Financial Bid shall bear the Name FINANCIAL BID for Tender No. BM-2/OPA-2032/2017/Garden Services on the envelop for avoiding any mismatch.

**15.2** The bigger envelope containing EMD, technical bid and financial bid in separate envelopes shall be:

- (a) Addressed at the following address:

Director RMRI MS,  
Agamkuan, Patna-800007

(b) All the envelopes shall bear the Tender name, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

(c) The envelopes shall indicate the name and address of the bidders to enable the bid to be returned opened in case it is declared 'late' or rejected.

(d) Bids shall be delivered in person and shall be deposited in dispatch Section placed in the office of the Director RMRI MS, Patna or shall be sent by Registered/Speed Post. **Bid sent by COURIER will not be entertained** The Purchaser shall not be responsible if the bids are delivered elsewhere.

(e) Venue of Tender Opening: Tender will be opened in the office of the RMRI MS , Agamkuan Patna-7, at 3.30 hrs. on the due date. If due to administrative reason, the venue/time of bid opening is changed, it will be displayed prominently on the notice board of the Institute as well as in the office of the RMRI MS Agamkuan, Patna.

#### **17. BID PRICES:**

16.1 The bidder shall give the total composite price inclusive of all levies and taxes (inclusive of taxes as per price schedule given in Annexure-2. The offer shall be firm and in Indian Rupees only. No foreign exchange will be made available by the institute.

16.2 The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

#### **17. TECHNICAL EVALUATION:**

17.1 Detailed technical evaluation shall be carried out by Technical Evaluation Committee pursuant to conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any material deviation. The Institute's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. The Institute shall evaluate the technical bids also to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are in order.

17.2 The technical evaluation committee may call the responsive bidders for discussion or presentation to facilitate and assess their understanding of the scope of work and its execution. However, the committee shall have sole discretion to call for discussion/presentation.

17.3 Financial bids of only those bidders who qualify the technical criteria will be opened, provided all other requirements are fulfilled.

17.4 A bid determined as substantially non-responsive will be rejected by the institute and shall not subsequent to the bid opening be made responsive by the bidder by correction of the nonconformity.

17.5 RMRIMS shall have right to accept or reject any or all tenders without assigning any reasons thereof.

**18. FINANCIAL EVALUATION:**

18.1 The financial bid shall be opened of only those bidders who have been found to be technically eligible as enumerated under clause 17. The financial bids shall be opened in presence of representative of technically eligible bidders, who may like to be present. The Institute shall inform the date, place and time for opening of financial bid.

18.2 The Financial Bids of unsuccessful bidders would not be opened and will be returned back to respective bidders.

18.3 The rates must be quoted as per format prescribed. Agency shall include in its price all taxes and other costs while quoting for the tender, in "Annexure-2:Price Offer" to be kept in Envelop No.2. Income Tax will be deducted at source from the bills as applicable. The Agency needs to furnish its PAN number.

18.4 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is, the unit price shall prevail and the total price shall be corrected by the Institute. If there is a discrepancy between words and figures, the lesser amount shall be considered as valid. If the Supplier does not accept the correction of the errors, his bid shall be rejected.

18.5 The evaluation and comparison of responsive bids shall be done on the price offered inclusive of levies & Taxes i.e., Service Tax, Sales Tax, VAT, GST insurance etc. as indicated in the Price Schedule in Annexure"2" of the Bid Document.

18.6 Quoting minimum rate just for acquiring the tender will not be the only criteria for award of the contract. Therefore, Bidder should carefully assess the work before offering the rates.

18.7 The RMRIMS Patna does not bind himself to accept the lowest bid or any bid and reserves the right of accepting the whole or any part of the bid or portion of the job offered; and the bidder shall provide the same at the rates quoted. The RMRIMS Patna reserves the right to reject any or all offers received in response to tender or cancel or withdraw the tender notice without assigning any reason, whatsoever.



**19. AWARD OF CONTRACT: PLACEMENT OF ORDER**

The Institute shall consider placement of orders for jobs on those bidders whose offers have been found technically, commercially and financially acceptable. The Institute reserves the right to counter offer price(s) against price(s) quoted by any bidder.

**20. PERFORMANCE BANK GUARANTEE & EXECUTION OF CONTRACT:**

- 20.1 Firm whose offer is accepted will have to furnish Performance Bank Guarantee of amount equal to 10% of value of the contract in favour of RMRI OF MS, Patna Issued by any scheduled bank.
- 20.2 The performance Bank Guarantee submitted should be valid for 15months.
- 20.3 Successful bidder will have to execute an agreement on a Non Judicial Stamp Paper of Rs. 1000=00 in the prescribed form with the RMRIMS, Patna.
- 20.4 The Performance Bank Guarantee shall be refunded within 15 to 90 days after Completion of the contract as per order, or after the expiry of contract on satisfactory Completion of the same whichever is later.
- 20.5 No interest will be paid on Performance Bank Guarantee/Earnest Money Deposit.
- 20.6 In case of breach of any terms and conditions of the contract or on unsatisfactory Performance, the amount of security deposit shall be liable forfeited by RMRIMS, Patna, and his decision shall be final.
- 20.7 The expenses of completing and stamping the agreement shall be paid by the bidder.

## **TERMS & CONDITIONS OF CONTRACT**

1. The Tenderer submitting his Tender would be deemed to have considered and accepted all the terms and conditions of Tender. No verbal or written enquiries shall be entertained in respect of acceptance or rejection of the Tender.
2. Terms and conditions of the contract may be modified with the written consent of the Tenderer by the RMRI MS, Patna( hereinafter referred to as“Institute”) as and when necessary without affecting the basic nature of this Tender.
3. If the bidder gives deliberately wrong information to create conditions for acceptance of the tender, Director, RMRIMS, Patna, reserves the right to reject such tenders without assigning any reason. Not more than one tender will be submitted by one bidder for the same work. Legal action will be taken for furnishing wrong information.
4. The successful bidder shall be required to execute the formal contract on Rs.1000/-non-judicial stamp paper within one week of the issue of offer for contract and shall start the Contract on a date specified in the offer.
5. The successful Tenderer shall have to follow all the instruction; given to him/them from Time to time by the competent authority or person nominated by him.
6. The successful Tenderer shall maintain a register for the routine instructions.
7. The successful Tenderer will furnish the full particulars (Brief resume)of the staff engaged by him for the Garden Maintenance at RMRI MS, Patna within fifteen days from the award of tender.
8. The successful Tenderer shall provide uniform and identity cards to his Labour within one month from the date of commencement of work. The Labour’s shall always possess the identity card while at work and produce the same on demand.
9. The successful Tenderer shall be liable to pay compensation for any loss or damage caused to the property of the Institute under the contract.
10. The contractor is responsible for any illegal activity of the employee done by him during his work/presence in the Institute/Hospital premises.
11. The successful Tenderer shall comply with all instructions/direction/rules and regulations of any statutory authority and discharge all obligations, imposed upon him by the statutory authorities or under any law and shall indemnify the Institute and officers/employees from any claim or consequences/damages for any lapse or non compliance thereof.
12. The successful Tenderer will be responsible for any accident or mishap or death of workers engaged by the successful Tenderer and any claim made on this account will be paid by the successful Tenderer, who will also indemnify the Institute from any claim in this regards.
13. The successful Tenderer and his worker shall abide by the rule and regulations of the Institute as well as directions/instructions issued by the Director of Institute or on his behalf by the authorities from time to time and violation of which may result in cancellation of the contract.

14. In the event of infringement of any law by any of the workers engaged by the successful Tenderer, Tenderer shall be under obligation to change the worker immediately on the instruction of the Institute authorities.

**15. DISPUTE:-**

- i) If any dispute or difference arises between the parties relating or concerning or to interpretation of the contract or any alleged breach thereof or any matter relating to the contract, the same shall be settled by the parties as far possible by mutual discussion and consultation between themselves, whether the same has arisen during the subsistence of the contract or thereafter.
- ii) In the event of any dispute or differences arising in connection with the contract arising out of this Tender whether during the subsistence of the contract or there after not being settled in aforesaid manner, the matter shall be referred to the Director RMRI OF MS, Patna or his nominee not below the rank of Deputy Director for arbitration whose decision shall be final and binding on both the parties. The proceedings before the arbitrator would be governed by the provision of the ARBITRATION AND CONCILIATION ACT, 1996.
- iii) The courts of Patna shall have exclusive jurisdiction in all matters arising out of this Tender.

16. The workers of the successful Tenderer shall not be treated as employees of Institute in any case and successful Tenderer will be solely responsible for their affairs and will be under obligation to comply with the statutory obligation. These workers will have no claim whatsoever, to be treated as employees of the Institute.

17. The contractor shall have to ensure necessary payments on account of EPF,ESI and any other statutory liability as employer on behalf of persons deployed by him for this office to perform jobs, be made in time.

18. The successful Tenderer will have to abide by the Minimum Wages Act-1948 (as per Central Govt.) and other statutory Labour laws, rules and regulation as applicable in the Govt. Any liability arising on the Institute as principal employer shall be deducted from the bills of the successful Tenderer and the full amount shall be recovered from the security money and subsequent monthly bills of the successful Tenderer. of these acts in case the Tenderer has the required certificate, under the provision of said a Acts he may enclose the copy of the same with the Tender.

19. The Tenderer are suggested to carefully go through the terms and conditions of the document before offering his/their rates. The Tenderer is also advised to take a round of the entire Institute during working hours to know existing setup.
20. The successful Tenderer will have to take over the entire Garden of the RMRIMS Campus, Patna .
21. **PERIOD OF CONTRACT:-**The contract will be awarded for period of 1 ( one )year from the date of execution of agreement. However, initially the contract shall be for a period of one year and renewed further on yearly basis subject to satisfactory performance report and recommendation for the same from the Institute on the written request of the Contractor three months before the expiry of the contract. The satisfaction of the Institute in this regard shall be final. The successful Tenderer will have to continue the work even after the completion of contract till the time new arrangement is made by the Institute. In case of extension of contract the contract is bound to increase the validity and/or amount of the performance bank guarantee or submit a fresh one to the tune of the contract value. The Institute will forfeit the security deposit in the event of abandonment of contract by the Tenderer before the one year from the date of execution of agreement.
22. **TAX AND DUTIES:-** The total value of Labour wages, Garden Material, Equipment, Plants, Chemical, etc. charges should be inclusive of all taxes except Service Tax levied by the Central Government shall be paid on actual by the Institute subject to the production of documentary evidence/challan of deposit in the bank/statement of service tax account submitted to the service tax authorities against the receipts of payments received from the institute by the successful Tenderer.
23. **PLACE:-**The place of Garden Maintenance in RMRI OF MS Premises .
24. **PAYMENT:-**
- I ) The payment will be made within a 30 days on monthly basis, subject to satisfactory performance during the month.
- ii) No claim for any wages increase during contract shall be entertained.
25. **PENALTY:-** Penalty will be imposed at the following rates for absence of Contractor's minimum nos. of workers.
- i) Absence of worker one day wages per day.
- a) In case any damage occur to the any equipment belonging to institute. In anyway, during the Maintenance work. A committee constituted by the institute or competent authority will assess the cost of damage and repairing or replacement. The vendor will have to bear the cost assessed by the committee. However in case of dispute between the parties i.e. the committee and vendor the decision of the competent authority will be final in this regard.
26. **STAMP DUTY:** Stamp duty livable on agreement to be executed between the institute and Successful Tenderer shall be borne by the successful Tenderer.
27. **NOTICE PERIOD FOR ABANDONMENT OF CONTRACT:-** Either party shall be entitled to abandon the contract after serving three months notice in writing to the other party regarding

abandonment of contract. However, the successful Tenderer who is handing the contract shall have to continue the work even after expiry of the notice period of three months till an alternative arrangement is made by the Institute. No compensation of claim in the event of such abandonment shall be admissible to the successful Tenderer.

28. TERMINATION OF AGREEMENT;-

- i ) After giving opportunity of being heard to the successful Tenderer, Institute may terminate/cancel the agreement on the following grounds:-
  - a) Breach of any or all terms and conditions of agreement.
  - b) Non-performance or unsatisfactory performance of work executed by the successful Tenderer.
  - c) At any time document or information furnished with Tender is found forged or fabricated during the subsistence of the contract.
  
- ii ) Notwithstanding to any provision of the contact, if the contract is terminated by the the Institute, and the Institute has to award the work to other party on higher rate, the successful tenderer has to compensate the difference of cost for entire remaining period of contract to the Institute.

**SCOPE OF WORK**

For execution of the above works, the agency shall follow the specific requirements mentioned as under:-

1. Agency shall not increase or decrease the total number of personnel without the prior approval Of the RMRIMS,PATNA or its authorized representative.
2. Any personnel found misfit or including into indiscipline Act or found medically unfit shall be immediately removed and immediate replacement accordingly shall be made by the agency at the same time at no extra cost.
3. Representative of the agency shall meet authorized officer daily to apprise the position and situation and or to discuss any matter concerning for personnel.
4. The agency shall be absolutely responsible for the payment of salary, and all other statutory obligations for the workers employed on account of satiety/wages bonus, arrears, employment, termination benefit, compensation or other claim whatsoever and the RMRIMS,PATNA has no Connection in relation to such matters.
5. In case of any mishap sustained by employees of Contractor of whatsoever nature (minor/major)the responsibility of granting compensation, if any, on the count will be that of the Agency.
6. The Contractor shall furnish the names, permanent & local addresses and Police Verification Report, of the workers of garden being posted at RMRIMS, PATNA premises along with their latest photographs.
7. In addition to above mention scope of work, the agency will have to provide chemical, plants and misslenious items required for garden maintenance work for which the cost of material consumed for that operation will be reimbursed on actual consumption basis after submission of original bill copy of materials. No extra labour charges, service charges will be paid to the agency.

## RESOURCE REQUIREMENTS

The contractor has to provide the following:

1. The Contractor has to provide all the manpower, equipments, etc .for garden maintenance.
2. The Contractor has to provide Supervisory and management support by his own staff to get the maximum output from the garden maintenance in RMRI premises .The man and garden equipment ,material needed for the management of the agency staff will be the responsibility of the Contractor.
3. EQUIPMENT: Minimum No. of Equipments, tools tackles etc to be maintained by Contractor in the RMRIMS, PATNA. Following equipments, tools and tackles are minimum and mandatory to be provided to Garden maintenance by the contractors follows:-

- I ) Grass cutter machine
- ii) Hasuya
- iii) Chemical
- iv) Khad
- v) Sesser Big size for plants cutting in shape .

Uniforms of Garden maintenance staff to be provided by the Contractor.

4. In case the agency fails to provide any of equipments tools ,etc continuously for a period of 15(fifteen)days RMRIMS,PATNA has the right to purchase the non available equipments/tools etc tackles on the market rates and deduct the cost of same from the contractor bill .

**TECHNICAL BID FORMAT****ANNEXURE - I**

1.	Name of the firm/company/proprietary concern registered	
2.	Address of registered office	
3.	Address of the office at Patna(if any)	
4.	Telephone Nos./Fax/E-mail at Patna	
5.	Tender Fee & Earnest Money Deposit(EMD)Yes/No	
6.	Tender Fee & EMD Details DD/Bank Guarantee No. Dated Drawn on Bank Account (Rupees.....)	Tender Fee                      EMD
7.	Banker of Company/Firm/agency with full address Telephone Number of Banker	
8.	Copy of constitution or legal status of the sole Proprietorship/firm/agency/company etc.	
9.	PAN/GIR NO. (Attach attested copy)	
10.	Service Tax Registration No. (Attach attested copy)	
11.	E.P.F. Registration No. (Attach attested copy)	
12.	E.S.I Registration No. (Attach attested copy)	
13.	Sales Tax/VAT /GST Registration No. (Attach attested copy)	
14.	Registration under The shop and Establishment Act.	
15.	Proof of financial status in form of audited balance sheet for the last two financial years. Average annual turnover must be at least Rs. Fifty Lakh only.	
16.	Copy of Income Tax Return Filed Acknowledgements for last two years.	

17.	Experience of 02 years or more in the similar job(Garden Maintenance/Horticulture Services	
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18.	The firm should be Garden Maintaining Services in a minimum three/four preferably be a Central/State Govt. Dep't, Autonomous Bodies, Super Specialty Hospitals.	
19.	Details of clients where similar services(Garden Maintenance are presently provided by the agency separately for govt. and private clients along with address and telephone nos.	
20.	Experience of execution of similar work as per Annexure"4"(attach documentary proof in support)	
21.	List of Personnel including skills and competence in the organization	
22.	Enclose an affidavit duly certified by(enclosed/Not enclosed)the notary at the location of the Agencies/Headquarters Patna that the tenderer has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either tenderer legal entity or against individual Directors of the company or partners etc. of the firm etc.	
23.	Have you/your expert physically inspected/surveyed the hospitals premises before submitting the tender.(Yes/No.)	
24.	Write up of your agency along with all relevant details which may help in qualifying your tender be submitted.	

**(Signature of Authorized Person)**

**(Name)**

**(Designation)**

**Name of Firm/company/Agency Contract Details**

**ANNEXURE"2"**

**PRICE BID FORM(PART-A)**

To

The Director, RMRI Of MS, Agamkuan, Patna 800007

I/We.....submitted the bid for Tender NO.BM-2/

OPA-2032 2017.dated 27/11/2017 for “providing Garden Maintenance Services to RMRIMS,PATNA.

1. I/We thoroughly examined and understood instructions to tenders, scope of work, terms & conditions of contract given in the tender document and those contained appendix of Terms & Condition of contract and agree to abide by them.
2. I/We hereby offer to provide job outsourcing services at the following rates. I/We undertake that I/We are not entitled to claim any enhancement of rats on any account during the tenure of the contract.

	Unskilled/without arm	Semi skilled/with arm	Skilled Supervisor
Basic+VDA@ .....x26			
EPF+ EDLI @.....13.61%			
ESI.....@4.75%			
Bonus ..@8.33%of 3500..			
Gratuity..@4.81%			
Uniform..@5.0%			
Holidays wages @..4 days			
Other if any			
Total			
Total wages	Unskilled		
	Semiskilled		
	Skilled		
Service Charges@			
Sub total			
GST@			
Grand Total			

Signature of Authorized person.

**ANNEXURE"3"****STAMP OF Rs.1000/-  
CONTRACT AGREEMENT**

Contract No.....Dated.....

This is in continuation this office's Notification of Award No.....dated.....

1. Name and address of the Supplier.....
2. Purchaser's Tender Enquiry Document No.....dated.....  
and subsequent amendments no.....dated.....(if any)  
issued by the purchaser.
3. Supplier's Tender No.....dated.....and subsequent  
Communications No.....dated.....exchanged between the  
supplier and the purchaser in connection with this tender.
4. This agreement is made this day.....between.....Reg office at  
Include his heirs, executors and administrators/their successors and RMRIMS PATNA,  
hereinafter called RMRIMS, the second party, acting through Director RMRI PATNA  
herein after include his successors and assignees, shown as under:-
5. In addition to this Contract Form, the following documents etc, which are included in  
the documents mentioned under paragraphs 2and 3 above ,shall also be deemed to  
form and be read and construed as integral part of this contract:
  - a) General Instructions To The Bidder
  - b) Terms & Conditions of Contract
  - c) Tender Form furnished by the supplier
  - d) Price Schedule(s)furnished by the supplier in its tender
  - e) Purchaser's Notification of Award
6. Some terms, conditions, stipulations etc. out of the above-referred documents are  
reproduced below for ready reference .

a) Brief particulars of the wages which shall be provided by the supplier are as under:

	Unskilled/without arm	Semi skilled/with arm	Skilled Supervisor
Basic+VDA@ .....x26			
EPF+ EDLI @.....13.61%			
ESI.....@4.75%			
Bonus ..@8.33%of 3500..			
Gratuity..@4.81%			
Uniform..@5.0%			
Holidays wages @..4 days			
Other if any			
Total			
Total wages	Unskilled		
	Semiskilled		
	Skilled		
		Service Charges@	
		Sub total	
		Service Tax @	
		Grand Total	

Any other additional services(if applicable)and cost thereof:.....

b) Total value(in figure).....(In words).....

c) Details of Performance Security.....

6. The Performance Security would be encashed by second party in case first party fails to Delivery services and/or breaches terms & condition of the aforesaid tender document.

7. Any notice/direction given under the terms of this agreement shall be considered to be duly served if the same have been delivered to, left for or dispatched by Registered Post to the Contractor at his last known address. Any notice to be given to the RMRIMS shall be considered as duly served if the same is delivered to left or dispatched by the Registered Post by the said to Director, RMRIMS ,AGAMKUAN,PATNA-800007.Any notice so posted shall be prima facie proof of service at the expiration of the time in which in the ordinary course of post it would have reached the address to which it was sent.

8. That all the expenses for the preparation and execution of this deed including the stamp duty and conveyance fee shall be payable by the Contractor.

9. In accordance with the Tender document No.....this agreement is effective till.....as in the bid document as decided upon to do so by the second party on the same terms, conditions and rate.

8. Signature and legal addresses of the contracting parties:

In witness where of the parties here to have hereunder set their respective hands the day and the year above written.

Contractor

RMRIMS,PATNA

For & on behalf of

for & on behalf of RMRI OF MS,PATNA

M/S.....  
.....

Director RMRI OF MS  
Address.....

(Name & Designation)  
Address.....

(Seal)

(Seal)

Witnesses:

1. ....
2. ....

**Format of Experience certificate**

Project Name	Name of the employer	Description Of work	Contract No.	Value of Contract (Rs. In Lakhs)	Date Of issue Of work Order	Stipulated Period of completion	Actual Date of completion	Remarks explaining reasons for delay & work completed )

\*Attach documentary proof in support of above detailsd.

(Signature of Authorized Person)

(Name)

Designation)

Name of Firm/Company/Agency

Contract Details

**ANNEXURE "5"**

**DECLARATION**

From

M/S.....

.....

.....

To

Director

RMRI OF MS

Agamkuan,Patna-800007.

1. I, -----Son/Daughter/wife of Shri-----  
-----Proprietor/Director authorized signatory of the agency/Firm,  
mentioned above, is competent to sign this declaration and execute this tender  
document.
2. I have carefully read and understood all the terms and conditions of the tender and  
undertake to abide by them;
3. The information/documents furnished along with the above application are true and  
authentic to the best of my knowledge and belief. I/we, am /are well aware of the  
fact that furnishing of any false information/fabricated document would lead to  
rejection of my tender at any stage besides liabilities towards prosecution under  
appropriate law.
4. I/we further undertake that none of the Proprietor/Partners/Directors of the  
Agency/agency was or its proprietor or Partner or Director of any Agency with whom  
the Government have banned/suspended business dealings. I/We further undertake  
to report to the Faculty-in-charge-Procurement, RMRI, Patna immediately after we  
are informed but in any case not later 15 days, if any Agency in which is  
banned/suspended in future during the currency of the Contract with you.

Yours faithfully,

(Signature of the Bidder)

Date:

Name:

Place:

Designation

Seal of the Agency

Address:

**ANNEXURE-“6”****BANK GUARANTEE FORM FOR EMD**

Whereas----- (hereinafter called the “Bidder” has submitted its quotation dated----- for the supply of ----- (hereinafter called the “tender”) against the purchaser’s tender enquiry No.----- know all persons by these presents that we----- of----- (hereinafter called the “Bank”) having our registered office at ----- are bound unto----- (hereinafter called the “Purchaser) in the sum of----- for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ----- day of -----20----- .The conditions of this obligation are:

- (1) If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Bidder having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
  - a) Fails or refuses to furnish the performance security for the due performance of the contract,
  - Or
  - b) Fails or refuses to accept/execute the contract,
  - Or
  - c) If it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch



**Annexure FORMAT FOR BANK GUARANTEE TOWARDS PERFORMANCE SECURITY**

(To be executed by any scheduled bank, on a non-judicial stamp paper under bank's covering letter mentioning address of the bank)

To,

RMRM OF MS

Agamkuan, Patna-800007

In consideration of RMRI OF MS, Agamkuan, Patna-7 (hereinafter referred to as RMRIMS which expression unless repugnant to the context and meaning thereof shall include its successors and assigns) having agreed to exempt M/S-----

(hereinafter referred to as supplier/contractor which expression unless repugnant to the context and meaning thereof shall include its successors and assigns) from depositing with RMRI OF MS sum of Rs.----- (Rupees-----)

Towards security/performance guarantee in lieu of the said contractor having agreed to furnish a bank guarantee for the said sum of Rs.----- (Rupees-----) ----- as required under the terms and conditions of contract/work order no dated----- hereinafter referred as the order) placed by RMRIMS on the said supplier /contractor. We,----- the bank (hereinafter referred to as the bank which expression shall include its successors and assigns) do hereby undertake to pay RMRIMS an amount not exceeding Rs.----- (Rupees-----) -----) on the demand made by RMRIMS on us due to breach committed by the said supplier/contractor of the terms and conditions of the contract/order.

1. We----- the bank hereby undertake to pay the amount under the guarantee without any demur merely on a demand from RMRIMS stating that there is a breach by the supplier/contractor/ of any of the terms and conditions contained in the order or by the reasons of the suppliers/contractor failure to comply with the terms and conditions as stipulated in the order or amendment(s) thereto. The demand made on the bank shall be conclusive as to the breach of the terms and conditions of the order and as regard to the amount due and payable by the bank under this guarantee, notwithstanding any dispute or disputes raised by the said supplier/contractor regarding the validity of such breach and we agree to pay the amount so demanded by RMRIMS without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.----- (Rupees-----).

2. We, the bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till the dues of RMRIMS under or by virtue of the said order have been fully paid and its claim satisfied or discharged or till RMRIMS certifies that the terms and conditions of the order have been fully and properly carried out by the supplier/contractor and accordingly discharge the guarantee.
3. We the bank ,undertake to pay to RMRIMS any money to demanded notwithstanding any dispute or disputes raised by the said supplier/contractor in nay suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the said supplier/contractor shall have no claim against us for making such payment.
4. We----- the bank further agree that RMRIMS shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the order/contract or to extend time of performance by the said supplier/contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the RMRIMS against the said supplier/contractor and to forbear or enforce any of the terms and conditions relating to the order and shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier/contractor or for any forbearance, act or omission on the part of RMRIMS or any indulgence by RMRIMS to be supplier/contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.
5. Our liability under this guarantee is restricted to Rs.------(Rupees-----)and shall remain in force up to -----unless demand or claim under this guarantee is made on us in writing within 6months from the date of expiry viz.-----.We shall be discharged from all liabilities under this guarantee thereafter.
6. This guarantee will not discharge due to change in the constitution in the bank or the said supplier/contractor.
7. The bank hereby agrees to address all the future correspondence in regard to this bank guarantee to The Director,RMRIMS,Patna-800007.
8. We,-----the bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the RMRIMS in writing.

Signed on the-----day of-----

For the Bank

Signature

Witness:

Name(s) & Designation(s)

Name & Address