



**EMPLOYEE'S STATE INSURANCE CORPORATION HOSPITAL & ODC(EZ)**  
(A Statutory Body Under Ministry of Labour, Govt. of India)  
**DIAMOND HARBOUR ROAD, P.O.: JOKA, KOLKATA-700 104**  
**An ISO 9001:2008 Certified**  
**Fax: 033 2467 2795, Phone: 033 2467 2799 / 6280 / 176**

Tender No. 412.D.16/11/1/10/Admn-Horticulture &amp; Gardening

Dated: 17/01/2011**Sub: Invitation to Tender Enquiry for supply of Horticulture & Gardening**

(NOTE: The envelope containing the tender as well as subsequent communications should be addressed and delivered to 'The Medical Superintendent', ESIC Hospital & O.D.C. (E.Z), Diamond Harbour Road, P.O.: Joka, Kolkata, 700 104, West Bengal. All communications must be addressed to the officer named above by title only and not by name.)

From: **The Medical Superintendent,  
ESIC Hospital & O.D.C. (E.Z),  
Diamond Harbour Road,  
P.O.: Joka, Kolkata: 700 104.**

To: \_\_\_\_\_

Sir(s),

The Medical Superintendent invites sealed tender for supply of **Horticulture & Gardening** as per specifications and/or quantities detailed in the **Schedule** attached. The "**Tender Documents**" comprising the General Terms and Conditions of Contract (Annexure I) and the Special Terms and Conditions of Contract (Annexure II) which will govern any contract made, the Tender Application Form (Annexure III) and the Schedule of contract / specifications of items / proforma for quoting rates (Annexure IV) are enclosed herewith. If you are in a position to quote for the contract in accordance with the requirements stated in the attached schedule, please submit your quotation to this office.

Tenderers are requested that, before quoting their rates or sending tender, the tender form may please be read out thoroughly (line by line), otherwise purchaser will not be held responsible for any error / oversight of his own.

The form is a Standard Form of Tender. Certain clause /clauses may not be applicable in some cases. So, Tenderers are requested to ignore such clause /clauses, which are not applicable in the instant case.

The tender document may be obtained from the office of the Medical Superintendent in person by the bonafide applicant or his authorised representative by applying in their letter head at a cost of **Rs.100/-**

The "tender documents" can also be downloaded from the web site ([www.esic.nic.in](http://www.esic.nic.in)) and in such case the same may be signed and submitted as per the procedures mentioned hereinafter along with the fee(s) for the "tender documents" @ **Rs.100/-**

All the payment shall be made by **Demand Draft; drawn in favour of ESI Fund A/c No.1, payable at kolkata; Cheques/cash will not be accepted.**

The Tender form containing the Terms and Conditions and the Schedule should be returned in original, intact, after filling up the tender form and signing in full, on each page, whether you are quoting for any item or not, failing which the bid is liable to be rejected. If any item in the schedule is not being



tendered for, the corresponding space against the item should be defaced by some such words as 'not quoting'.

In the event of the space on the schedule form being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, bear the Tender Number and be fully signed by you. In such cases, reference to the additional pages must be made in the Tender Form.

If any modification of the schedule is considered necessary, you should communicate the same by means of separate letter sent along with the Tender.

Medical Superintendent, ESIC Hospital & ODC (E.Z), Joka, does not pledge himself to accept the lowest or any tender and reserve to himself the right of accepting the whole or any part of the tender or portion of the quantity offered and you shall supply the same / execute the work at the rate quoted by you. You are at liberty to tender for the whole or any part.

Acceptance by the purchaser shall be communicated in due course. You are requested that the instructions contained in the said communication should be acted upon immediately / as asked for.

**THE FIRM IS REQUESTED TO FOLLOW THE CHECK LIST AT THE TIME OF SUBMISSION OF TENDER DOCUMENT WITHOUT WHICH THE OFFER IS LIABLE TO BE CANCELLED.**

CHECK LIST		
1	Tender document fee by demand draft only	Submitted [Yes/No]
2	Earnest Money Deposit by Demand Draft only	Submitted [Yes/No]
3	Original Tender document must be signed all pages	Submitted [Yes/No]
4	Valid Trade Licence	Submitted [Yes/No]
5	PAN/TAN other statutory documents	Submitted [Yes/No]
6	Experience certificate	Submitted [Yes/No]

Yours faithfully,

**MEDICAL SUPERINTENDENT**

Enclosures:

- Annexure – I (General Tender Terms & Conditions)
- Annexure – II (Special Tender Terms & Conditions)
- Annexure – III (Tender Application Form)
- Annexure – IV (Schedule of Work /Proforma for quoting rates/ Specifications for **Horticulture & Gardening.**



<p align="center"><b>EMPLOYEE'S STATE INSURANCE CORPORATION HOSPITAL &amp; ODC(EZ)</b> (A Statutory Body Under Ministry of Labour, Govt. of India) <b>DIAMOND HARBOUR ROAD, P.O.: JOKA, KOLKATA-700 104</b> <b>An ISO 9001:2008 Certified</b> Fax: 033 2467 2795, Phone: 033 2467 2799 / 6280 / 176</p>
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Tender No. 412.D.15/12/2/95/Adm-Horticulture & Gardening

**GENERAL TERMS AND CONDITIONS FOR HORTICULTURE & GARDENING**

Period for supply of Blank Tender Forms and related documents at the Hospital on all Working Days (Except Saturdays, Sundays and Holidays)	<b>31.05.2011 to 21.06.2011</b>
Last Date & Time of submission of completed Tender form in the prescribed tender box:	<b>22.06.2011 upto 2.00 p.m.</b>
Date & Time of Opening of Tender	<b>22.06 22.06.2011 at 2.30 p.m.</b>
Earnest Money	<b>Rs. 5,000.00</b>
Security Deposit Money	<b>10% of Bill value</b>

**INSTRUCTIONS**

**1. PREPARATION OF TENDER:**

- a. The Tender form containing the Terms and Conditions (General and Special) and the Schedule should be returned in original after filling up the form and duly signing in full on each page with stamp, whether you are quoting for any item or not, failing which the bid is liable to be rejected. If any item in the schedule is not being tendered for, the corresponding space against the item should be defaced by writing '**not quoting**'.
- b. In the event of the space on the schedule form being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, bear the Tender Number and be duly signed and stamped by you. In such cases, reference to the additional pages must be made in the Tender Form.
- c. If any modification of the schedule is considered necessary, you should communicate the same by means of separate letter sent with the Tender.
- d. The Tenderer shall give full assistance and information as may be required in connection with the contract to the Medical Superintendent or any other officer nominated by him to inspect the premises of the tenderer at all reasonable times.

**2. SIGNING OF TENDER:**

- a) The tender is liable to be rejected if complete information is not given therein or if the particulars and date (if any) asked for in the tender are not duly & fully filled in. Particular attention may be given to the dates of delivery, places of delivery and also to the particulars referred to in the conditions of contract so as to comply with them.
- b) Individuals signing tender or other documents connected with the contract must specify:
  - i) Whether signing as a 'Sole Proprietor' of the firm or his Attorney?
  - ii) Whether signing as a 'Registered Active Partner' of the firm or his Attorney?
  - iii) Whether signing for the firm 'Per Procreation'?

In the case of companies and firms registered under the Indian Partnership Act, the capacity in which signing e.g. Secretary, Manager, and Partner etc. or their attorney and produce copy of documents, empowering him to do so, if called upon to do so.

**NOTE:** In case of unregistered firms, all the members or all Attorneys duly authorised by all of them or the Manager of the firm should sign the tender and subsequent documents.



### 3. DELIVERY OF TENDER:

The original copy of tender (Annexure – I to annexure - IV), duly completed and signed on each page, should be submitted, enclosed in a double cover. The outer as well as the inner covers should be sealed and addressed to the Medical Superintendent. At the top of the inner and outer cover, the following words should be written in block letters. **“TENDER ENQUIRY FOR HORTICULTURE & GARDENING.**

The right to ignore / reject any tender, which fails to comply with the above instructions, is reserved. All outstation tenders should be sent by Registered Post. Only one tender should be included in one cover.

### 4. LATEST HOUR FOR RECEIPT OF THE TENDER:

Your tender must reach this office not later than the date and time notified in the Tender Notice stated in the schedule of tender. Any tender received after that shall be rejected. In the event of the stipulated date of opening of the tender being declared a closed holiday for Govt. offices, the date of opening of the tender(s) will be the next working day.

### 5. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN:

- i) All tenders should remain valid for acceptance for a **period of twelve months** from the date of opening of the tender or for such period as stated in Special Terms & Conditions.
- ii) The contract / tender, if awarded, shall be valid **initially for one year from the date of award of Contract** subject to continuous satisfactory performance and on failure on this aspect by the contractor, the Competent Authority will reserve the right to terminate the contract. The period of the contract can be extended for further period at the discretion of the Competent Authority, to a maximum of one year, on terms and conditions of the hospital, while accepting the tender. However the Competent Authority on his discretion can increase the price up to maximum 10% of the rate quoted, if it is felt that there has been excess price rise in linen and laundry's items.
- iii) Quotations qualified by such vague and indefinite expressions such as 'subject to immediate acceptance'; 'subject to prior sale' etc. will not be considered.

### 6. OPENING OF TENDER:

The tender shall be opened on the date and time mentioned here in the document. All tenderers and/or their representatives, if they should desire, may be present at the opening of the tender at the date and time as specified in the schedule.

### 7. PRICES:

- i) The rates quoted must be in lump sum item-wise as per the annexed schedule (Annexure-IV) inclusive of all charges. Price must be clearly shown in figures and words in Indian Currency. **Quoting of rates in any other format will not be acceptable.**

### 8. DELIVERY TERMS

- a) The delivery of the stores / execution of work / providing the services etc. are required within a period as specified and as the place mentioned therein.
- b) The tenderer shall deliver the stores/ execute the work at the destination / space defined to the consignee / authority in good order (of which the Medical Superintendent, ESIC Hospital & ODC (EZ), Joka, Kolkata shall be the sole judge) within the limits of the time as deemed reasonable and specify in such quantities/qualities as may be ordered by him from time to time.
- c) Time for and date of delivery: The essence of contract: - The time for and the date of delivery of the stores / date of execution of work as stipulated in the schedule shall be deemed to be the essence of contract and delivery / execution must be completed not later than the date(s) specified.

The Medical Superintendent may allow additional time under special circumstances such as strikes, lockouts, fire accidents, riots etc.

### 9. OTHER TERMS

- A. **Responsibility for executing Contract:** The contractor is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the acceptance of tender.
- B. The contractor shall not sublet transfer or assign the contract to any part thereof without the written permission of the Medical Superintendent. In the event of the contractor contravening this condition, Medical Superintendent be



entitled to place the contract elsewhere on the contractors account at his risk and the contractor shall be liable for any loss or damage, which the Medical Superintendent, ESIC Hospital & ODC (EZ), Joka, may sustain in consequence or arising out of such replacing of the contract.

- C. **Earnest Money:** The tenderer shall have to deposit **Rs.5,000/-** as earnest money with their tender, failing which the tender is liable to be rejected. The earnest money is to be paid by **Demand Draft** drawn in favour of **ESI Fund A/c No. 1, payable at Kolkata. NO CHEQUES WILL BE ACCEPTED.** In the event of the withdrawal / revocation of tenders before the date specified for acceptance, the earnest money shall stand forfeited. In the event of acceptance of the tender the earnest money may be adjusted towards the amount of security required to be deposited by the contractor in terms of Clause mentioned below, the earnest money will however, be returned without interest to the tenderer whose tender is not accepted.
- D. **Security Deposit:** On acceptance of the tender, within the period specified by the Medical Superintendent, the contractor shall deposit as security, **a sum equivalent to or less than 10% of the Bill value** of the contract. The hospital authority shall be entitled to forfeit the Security Deposit or any part thereof without prejudice to any other remedies provided in the contract or available under the law. The security shall be in the form of **Demand Drafts payable at Kolkata in favour of ESI Fund A/c. No. 1.**
- a) *If the contractor fails in fulfilling above-mentioned terms and conditions, such failure will constitute a breach of the contract and the Medical Superintendent shall be entitled to make other arrangements at the risk and expense of the contractor.*
- b) *On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute 'No Demand Certificate' in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor.*
- E. **Recovery of sums due:** Whenever any claim for the payment of a sum of money arises out of or under this contract against the contractor the purchaser shall be entitled to recover of such sum by appropriating, in part or whole the security/earnest money deposited by the contractor, when the balance or the total sum to be recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to recoverable under this or any other contract with the purchaser. Should this sum not be sufficient to cover the full amount recoverable, the contractor shall pay to the purchaser on demand the remaining balance due.
- F. **Insolvency and breach of contract:** The Medical Superintendent may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-
- i) *If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or*
- ii) *If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver or Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.*
- iii) *If the contract commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.*
- G. **Arbitration:** In the event of any question, dispute or difference arising under these conditions or any special conditions of the contract, or in connection with this contract, except as to any matter the decision of which is specially provided for by these on the special conditions, the same shall be referred to the sole arbitration as appointed by the Medical Superintendent. It will be no objection that the arbitrator is a Govt. servant, that he had to deal with the matter to which the contract relates for that in the course of his duties as a Govt. servant he had expressed views on all or any of the arbitration dispute or difference. The award of the arbitrator shall be final and binding on the parties to the contract, it is a term of this contract: -
1. *If the arbitrator be Medical superintendent, ESIC Hospital & ODC (E. Z), Joka.*
- In the event of his being transferred to vacating his office by resignation or otherwise, it shall be lawful for his successor in office either to proceed with the reference himself or to appoint another person as arbitrator, OR*



- *In the event of his becoming unable to act for any reason, it shall be lawful for Medical Superintendent, ESIC Hospital & ODC (E. Z), Joka, to appoint another person as arbitrator.*
- 2. *If the arbitrator be a person appointed by the Medical Superintendent.*

In the event of his denying neglecting or refusing to act being unable to act, for any reason, it shall be lawful for the Medical Superintendent either to proceed with the reference himself or to appoint another person as arbitrator in place of the outgoing arbitrator. It is further a term of this contract that no person other than the Director General, ESI Corporation or the person appointed by him should act as arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitrator at all. Upon every and such reference, the assessment of the costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.

Subject as aforesaid the Arbitration Act, 1940 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitrator proceedings under this clause. Work under the contractor shall, if reasonable possible continue during the arbitration proceeding and no payment due to payable by the purchaser shall be withheld on account of proceedings: -

The venue of arbitration shall be at Kolkata.

In the clause, the expression 'The Director General', ESI Scheme means, the Medical Superintendent, ESI Scheme for the time being and includes is there be no Medical Superintendent the officer who is for the time being the administrative head of the ESI Corporation, whether in addition or otherwise.

For the purpose of the contract including arbitration proceedings there under, the Medical Superintendent, ESIC Hospital & ODC (E.Z), Joka, shall be entitled to exercise all the rights and powers of the purchaser.

- H. **Document:** The tenderer should have a valid **Trade licence, PAN / TAN / other statutory document as applicable** and produce attested copies of such certificates along with the tender papers, **failing which the tender shall liable to be rejected.**
- I. **Statutory requirements:** In case the agency appoints manpower / labour in excess of or equal to the number as specified by law, the agency should comply with all statutory enactments including Contract Labour Regulation and Abolition Act, 1970; Minimum Wages Act where applicable; Payment of wages Act, where applicable; ESI Act, 1948, where applicable; EPF Act, 1952, where applicable; etc. All existing statutory liabilities relating to engagement of personnel related to labour laws shall be sole responsibility of the agency. In that case the successful agency will have to obtain a licence from the licensing officer after collecting the requisite certificate in form V from the hospital authority. The successful agency will have to maintain various registers and records, display notices, abstracts of the rules, etc., and issue employment card to the engaged labours. The list of workers employed by the contractor shall be communicated to the authority from time to time.
- J. The successful bidder/tenderer shall obtain a valid license under the Contract Labour (R & A) Act, 1970 & Rules framed there under and shall continue to hold it till completion of the contract.
- K. **Right to accept / reject:** The hospital authority reserves the right to **reject** any or all tender without assigning any reason whatsoever. Also, the hospital authority reserves the right to **award** any or part or full contract to any successful agency at its discretion and this will be binding on the tendered.
- L. **Experience Certificate:** The bidder must not have less than 3 (three) years experience of similar services in an organisation in this trade and documentary evidence to be submitted in support thereof with the tender.
- M. **Assistance to contractor:** The contractor shall not be entitled to assistance either, in the procurement of raw materials required for the fulfilment of the contract or in the securing of transport facilities.
- N. The tenderer should have a permanent place of business in Kolkata and the complete Postal Address, Telephone / Mobile / Fax / E-mail address, etc. should be provided, while submitting the completed tender form.
- O. The persons so deployed shall not have any claim for permanent absorption in the hospital and such claim if raised shall be violation of the terms and conditions of the agreement of the hospital authority shall have the right to cancel the agreement to terminate such deployment termination.
- P. The contractor will be responsible for such conduct of the persons engaged by him in the hospital, which will be conducive for maintaining as harmonious atmosphere as expected in the hospital and will be responsible for any act & omission of such persons.
- Q. In the event of any violation of laws, rules, statutory provisions by the contractor, this will amount to breach of contract and in such case, the hospital will have the right for terminating the contract, forthwith, without giving any notice or assigning any reason.



- R. **Validity of Contract:** The contract, if awarded, shall **initially for one year from the date of award** subject to continuous satisfactory performance. However, on failure on this aspect by the contractor, the hospital will have the right to terminate the contract forthwith in addition to forfeiting the security amount deposited by the contractor and initiating administrative actions for black listing, etc. solely at the discretion of the hospital authority. This period of one year can be further extended to a maximum of one more year, at the sole discretion of the hospital without prejudice to any other right of the hospital.
- S. List of personnel deployed to be intimated to the authority from time to time. The personnel employed by the tenderer should have proper uniform for identification.
- T. The contractor shall be required to submit his bill in triplicate month-wise by 7<sup>th</sup> of the subsequent month for further action and payment shall be released as per the terms & conditions, less deduction at source of Income tax at prevailing rates. The bills shall have to be submitted with the certificate of completion of job issued by the Sister / In Charge / unit I/C of various wards / units.
- U. The successful agency shall have to enter into an agreement with the hospital and the cost incurred in this connection, shall be borne by the contractor.
- V. The rates once accepted by the hospital shall remain unaltered throughout the period of contract, including any extended period.
- W. The hospital authority reserves the right to award any part or full contract to any successful agency (ies) at its discretion and this will be binding on the tenderer.
- X. In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the hospital authority reserves the right to award the contract to the next higher tenderer or outside agency and the difference of price will be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the tenderer.
- Y. Medical Superintendent, ESIC Hospital & ODC (E.Z), Joka, does not pledge himself to accept the lowest or any tender and reserve to himself the right of accepting the whole or any part of the tender or portion of the quantity offered and you shall supply the same / execute the work at the rate quoted by you. You are at liberty to tender for the whole or any part.
- Z. Acceptance by the purchaser shall be communicated in due course. You are requested that the instructions contained in the said communication should be acted upon immediately / as asked for.
- AA. The tenderer will quote the rates in respect of jobs / services described above in various paras and shall fill **Annexure - IV** appended herewith along with the Tender Application form.
- BB. **Failure and Termination:** If the contractor fails to delivery the stores or any instalments thereof within the period prescribed for such delivery in the contract or any time liquidation the contract before the expiry of such period, the Director (Medical)/Medical Superintendent may without prejudice to his right to recover damages for breach of the contract, be entitled at his option.
- A. To recovery from the contractor as agreed liquidated damages, and not by way of penalty a sum equivalent to 2% of the price of any stores which the contractor has failed to deliver within the period fixed for delivery for the schedule for each month or part of the month during which the delivery of such stores may be in arrears, where delivery thereof is accepted after expiry of the aforesaid period, or
- B. To purchase elsewhere, without notice to the contractor, on his account and at the risk of the contractor, the stores not delivered or stores of similar description (where stores exactly complying with the particulars are not in the opinion of the Director (Medical)/Medical Superintendent, ESIC Hospital & ODC (E.Z), Joka, readily procurable such opinion being final). Without cancelling the delivery in respect of the consignments not yet due for delivery, or
- C. To cancel the contract or a portion thereof, and if so decided to purchase or authorise to purchase of stores not so delivered or other of a similar description (where stores exactly complying with the particulars are not, in the opinion of the Director (Medical) /Medical Superintendent readily procurable, such opinion being final) at the risk and cost of the contractor.

MEDICAL SUPERINTENDENT

**ANNEXURE I**

**EMPLOYEE'S STATE INSURANCE CORPORATION HOSPITAL & ODC(EZ)**  
(A Statutory Body Under Ministry of Labour, Govt. of India)  
**DIAMOND HARBOUR ROAD, P.O.: JOKA, KOLKATA-700 104**  
**An ISO 9001:2008 Certified**  
Fax: 033 2467 2795, Phone: 033 2467 2799 / 6280 / 176

Tender No. 412.D.16/11/1/10/Admn-Horticulture &amp; Gardening

Dated: 17/01/2011 .**SPECIAL TERMS AND CONDITIONS****Sub: Tender Enquiry For supply of HORTICULTURE & GARDENING**

The following special terms and conditions shall apply for supplying HORTICULTURE & GARDENING at ESIC Hospital & O.D.C. (E.Z), Joka.

**A.GENERAL:**

- 1.0. The tenderer should have a permanent place of business in Kolkata and the complete Postal Address, telephone / Mobile / Fax / E-mail address, etc. while submitting the completed tender form, failing which the tender shall liable to be cancelled.**
- 2.0. The agency while submitting their tender form shall enclose certified Photostat copies of experience, trade licence essential for carrying out the activities under reference, Sales tax / VAT and any such other documents specified hereto. Tender form incomplete in any respect and not supported with Earnest Money and the above-mentioned requisite documents, will be summarily rejected by the hospital.
- 3.0. The tender application form and related documents along with the Earnest Money is to be submitted in a sealed cover as specified in Annexure –I (General Terms and Conditions) of the tender document and it shall be dropped in the Tender Box kept for the purpose in the Office of the Medical Superintendent before the date and time specified in this document.
- 4.0. The Competent Authority reserves the right to reject any or all tenders without assigning any reason whatsoever.
- 5.0. The bidder must not have less than 3(three) years experience of similar services in an organisation of repute and documentary evidence to be submitted in support thereof with the tender.**
- 6.0. The successful agency shall have to enter into an agreement with the hospital and the cost incurred in this connection, will be borne by the contractor.
- 7.0. The rates one accepted by the hospital shall remain unaltered throughout the period of contract, including any extended period.
- 8.0. The agency will be responsible for complying with payment of minimum wages (either state or central whichever is higher) and other benefits including prescribed number of duty hours / leave / holidays, etc. to its employees deployed in the hospital, as per Labour Laws in force from time to time. The agency will be responsible to comply with all labour legislations including social security, service tax wherever applicable and such other statutory orders by Government / Municipality which may be in force from time to time. The Contractor while quoting their rates should also minimum wage, ESI, PF Contribution etc. Any rise in such dues/benefits will be entirely borne by the contractor and the Hospital will not be involved in the issue.**
- 9.0. The successful bidder / tenderer shall obtain a valid licence under the Contract Labour (R & A) Act, if applicable 1970 and rules framed there under and shall continue to hold it till completion of the contract. Similarly, the contractor shall also register the establishment with the concerned Registering Office as per the said rules. The contractor should also maintain all necessary records as required by





- Competent Authority. The contractor should be registered with E.P.F., E.S.I., and Service Tax authorities if applicable and shall possess valid Registration Number.
- 10.0. The agency will be responsible for ensuring compliance of relevant laws relating engagement of manpower. The Agency should give a statement that the personnel deployed by it have clean antecedents.
  - 11.0. The agency while submitting their tender form shall enclose certified copies of experience, trade licence essential for carrying out the activities under reference and any such other documents specified in other papers hitherto. Incomplete tender form in any respect will be summarily rejected by the hospital.
  - 12.0. The rates once offered and accepted by the Competent Authority, shall not be altered during the entire contract period including extended period, if any.
  - 13.0. The contractor shall produce the monthly challans for deduction and deposit of ESI and EPF contribution if applicable in respect of all workers and furnish copies of periodical returns as and when they are submitted or due to the various Government Departments. Challans and returns should be prepared specific to this hospital to clearly indicate that the responsibility has been discharged.
  - 14.0. The payment shall be made by cheque and the agency shall get their workers accounts opened in the Banks.
  - 15.0. The successful agency shall have to enter into an agreement with the hospital and the cost incurred in this connection, will be borne by the contractor.
  - 16.0. Any theft, breakage or loss to hospital caused by contractor's personnel shall be borne by the contractor.
  - 17.0. **The contractor will not allow his employees to participate in any trade union activities or agitation in the premises of the hospital.**

**MEDICAL SUPERINTENDENT**

**TENDER APPLICATION FORM**

1	Name of the firm:-	
2	a Full Postal Address:-	
	b Cell Phone No.	
	c Telephone No:-	
	d Fax No.	
3	Date of Establishment of Firm:-	
4	If your Firm Registered under:-	
	a The Indian Factories Act:-	
	b Any other Act, if not, who are the owners (Please give full address):-	
5	Name and Address of your Bankers stating the name in which the Account stands:-	
6	Whether insured against fire, theft, burglary etc. If so, please state the amount and name of company with policy no:-	
7	Total number of Employees:-	
8	Are you in the list of approved contractors of any other organisations / institutions, if any give details (Append extra page if necessary):-	
9	Give details of any Government contracts executed during the last twelve months (Append extra page if necessary):-	
10	Any other information which you consider necessary to furnish:	

**UNDERTAKING:**

- I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
- The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest quoted for any other institution/ hospital in India.
- The earnest money of Rs. \_\_\_\_\_ to be deposited by me has been enclosed herewith vide Demand Draft no. \_\_\_\_\_, Dt. \_\_\_\_\_, drawn on bank \_\_\_\_\_, Branch \_\_\_\_\_.
- I/We give the rights to Medical superintendent to forfeit the earnest money deposited by me/us if any delay occur on my/agent's part or failed to supply the article within the appointed time or the items of desired quality.
- There is no vigilance/CBI case or court case pending against the firm.
- I hereby undertake to supply the items as per directions given in the tender document / supply order within stipulated period.

**Date:-**  
**Place:-**

**Signature of the tenderer:-**  
**Full Name:-**  
**Designation:-**

**(Office seal of the tenderer)**

**QUOTE YOUR RATES****SCHEDULE OF WORK / SPECIFICATIONS FOR GARDENING, HORTICULTURE**

The tenderer should quote rates on monthly basis, which shall be inclusive of all the charges viz. Labour Charges, input cost, Materials Charges, Services Charges etc. And any other statutory obligations as the case may be.

<b>Sl. No.</b>	<b>Head</b>	<b>Price you are quoting for individual job against each Sl.No. (In Rs.)/per month</b>
1.	Monthly cutting & cleaning of jungles / unwanted Grasses / Shrubs/Weeds including harmful plants like Parthenium etc. Of the entire uncovered land within the hospital complex inclusive of Residential area and gardens with maintenance of all trees and plants and fortnightly trimming & de-weeding is to be done in the entire area covered with grass. All trees and plants are to be property maintained throughout the year.	
2.	Maintenance of Indoor gardening – near attendants waiting Area, Provision of plotted plants in front verandas of all wards and in first floor corridors.	
3.	Landscape gardening along the entrance of Main gate of the hospital	
4.	Day –to-Day Maintenance & development of the specified Garden in front and adjacent to the OPD of the Hospital with flowers & flowering as well as decorative Plants, beautification including new plantation of trees and sapling, time to time. Maintenance of grass laden lawns inside the garden. The entire area of the garden is to be kept covered with seasonal flowers / small and decorative plants throughout the year, with proper arrangement of gullies & channels & suitable spacing and landscaping.	
5.	Day –to-Day Maintenance & development of the specified Garden in front and adjacent to the Casualty of the Hospital with flowers & flowering as well as decorative Plants, beautification including new plantation of trees and sapling, time to time. Maintenance of grass laden lawns inside the garden. The entire area of the garden is to be kept covered with seasonal flowers / small and decorative plants throughout the year, with proper arrangement of gullies & channels & suitable spacing and landscaping.	
6.	Total Price you are quoting for the jobs from Sl. No. 1 to 5 above	

List of documents enclosed:

- 1.
- 2.
- 3.
- 4.

Date:  
Place:

**Signature & Seal of the Tenderer**