



भारतीय प्रौद्योगिकी संस्थान इंदौर
Indian Institute of Technology Indore
सिमरोल, खंडवा रोड, इंदौर- 453552
Simrol, Khandwa Road, Indore- 453552

E-TENDER MODE

**Annual maintenance contract of End to End
solution for pest control & allied services at IIT
Indore.**

**Document to be submitted online
For
(Two Bid as per Tender document)**



भारतीय प्रौद्योगिकी संस्थान इंदौर सिमरोल, खंडवा रोड, इंदौर- 453552

Indian Institute of Technology Indore
Simrol, Khandwa Road, Indore- 453552

Tel.: 0731-6603419

Email: ido.tender@iiti.ac.in

TENDER DOCUMENT

FOR E- TENDER

Online Tenders are invited by IIT Indore (**in two Bid System**) the registered contractors in CPWD, BSNL, MPPWD, and MES & Central PSUs working agency of IIT/IIM/RRCAT etc. in appropriate category for the of following work:

Sl. No.	Description of Stores	NIT No.	EMD
01.	Annual maintenance contract of End to End solution for pest control & allied services at IIT Indore.	IITI/IDO/Maint./ Pest Control- AMC/2020-21/28	Relaxed as per No. F.9/4/2020-PPD Govt. of India Ministry of Finance Department of expenditure Procurement policy division

SUBMISSION OF BIDS ONLINE IN TWO BID <https://eprocure.gov.in/eprocure/app>

Tender No. Should be refereed for bid submission/communication etc.

Note:

- I. Tender Documents with detail terms & conditions can be downloaded from our website:
http://iiti.ac.in/tender_estate & <https://eprocure.gov.in/eprocure/app>
- II. All the details/document pertaining to the tender such as tender document, pre-bid report, corrigendum and any further updates will be available only on our website and also at Central Public Procurement Portal.
- III. Bids/Quotations may be submitted directly by the registered contractors in CPWD, BSNL, MPPWD, and MES & Central PSUs working agency of IIT/IIM/RRCAT etc. with proof of authorization & **The firm should be maintaining Pest Control Services in any Central/State Govt. Dept., PSU's, Autonomous Bodies, Large Industrial/Educational campus /corporate .**
- IV.

IIT Indore shall not be responsible for non-receipt bid due to internet issues or any other reasons.

For any issues related to tender please contact Infrastructure Development Office, Tel: +91-0731-6603419 Email: ido.tender@iiti.ac.in

Maintenance In Charge (IDO)

ONLINE BIDDING DOCUMENTS
FOR
PURCHASE OF GOODS

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CHAPTER- 1
Schedule of Tendering:

Sl. No.	Event	Date and Time/ Remarks
01	Down loading of Tender document online from CPPP	From May 14, 2021 https://eprocure.gov.in/eprocure/app and http://iiti.ac.in/tender_estate
02	Bid Submission Start Date	May 15, 2021 (10.00 AM)
03	Last date & Time of Submission of Bids Online (Technical and Price Bid)	May 26, 2021 @ 03.00 PM (IST) Please refer tender Terms at IITI
04	Opening of Technical Bids Online	May 27, 2021 @ up to 03:30 PM(IST) Please refer tender Terms at IITI
05	Bid Security/ Earnest Money Deposit (EMD) Amount	Online EMD Submission:- Relaxed as per No. F.9/4/2020-PPD Govt. of India Ministry of Finance Department of expenditure Procurement policy division NA
06	All the communications with respect to the tender shall be addressed to:	Maintenance In-charge Infrastructure Development Office Abhinandan Bhawan IIT Indore , Khandwa Road, Simrol, Indore- 453552 Tel.: 0731-6603492 Email: ido.tender@iiti.ac.in
07	Submission of Bid Online	https://eprocure.gov.in/eprocure/app
08	For taking assistance, if any	CPP Portal website: www.eprocure.gov.in CPP Portal Help Desk Toll Free No.:18002337315, 180030702232

CHAPTER- 2**INSTRUCTIONS TO THE TENDERERS**

*The eligible contractors mean registered in CPWD, BSNL, MES, MPPWD, Central PSUs & working contractors of IIT/IIM/RRCAT etc. & the firm should be maintaining Pest Control Services in any Central/State Govt. Dept., PSU's, Autonomous Bodies, Large Industrial/Educational campus /corporate Indore if they furnish the definite proof from the appropriate authority of having satisfactorily completed three similar works of value 40% or two similar works of value 60% or one similar work of value 80% of estimated cost during last five years.

The enlistment / registration of the contractors should be valid on the last date of submission of tenders.

In case the last date of submission of tender is extended, the enlistment / registered of contractor should be valid on the original date of submission of tenders.

The intending tenderer must read the terms and conditions of CPWD-6 for e-Tendering carefully. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required.

Information and Instructions for tenderer posted on website shall form part of tender document.

The tender document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <http://iiti.ac.in/tenders/tender>, free of cost and shall be submitted on line on website <https://eprocure.gov.in/eprocure/app>.

The tender can only be submitted after uploading the mandatory scanned documents as per list given below.

Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.

The intending tenderer must have valid class-III digital signature to submit the tender.

Contractor can upload documents in the form of PDF format.

Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in yellow color.

In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0".

Therefore, if any cell is left blank and no rate is quoted by the tenderer, rate of such item shall be treated as "0" (ZERO).

Maintenance-In-Charge - (IDO)

CHAPTER – 3**LIST OF DOCUMENT TO BE UPLOADED WITH TECHNICAL BID**

Sl. No.	List of Documents
1	EMD ---NA---
2	Certificate GST No.
3	Registration No.
5	Form A:-Financial information
	i) Financial analysis
	ii) Profit & loss statement certified by Chartered accountant
	iii) Last three year income tax return (ITR forms)
	iv) Average Annual turnover 50% of estimated cost of Tender
6	Bank Solvency Certificate VALUE SHOULD BE 40% of Estimated Cost.
7	Details of Eligible Work or Similar Work
	Successfully completed similar work with in last five years
8	i) one similar work of value 80% of estimated cost of tender. OR
	ii) Two similar work of value 60% of estimated cost of tender. OR
	iii) Three similar work of value 40% of estimated cost of tender
9	Structure and organization of the firm/company
11	Certificate of EPF and ESIC
13	Labour Registration
14	Undertaking of compliance of all the statutory laws to be submitted on the letter head of the organization with seal & signature as per Annexure No. 1
15	Bid Bid Security Declaration attached as Annexure-E

CHAPTER - 4

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the E- Tender module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which

the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload\ the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected. **The vendor/firm should fill the complete details as mentioned in BOQ and exclusion of any cell of BOQ (Financial bid), the cost will be treated as inclusive of GST and other charges as mentioned in the BOQ column.**
- 4) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 7) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 8) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

GENERAL INSTRUCTIONS TO THE BIDDERS

- 1) The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in pdf format.
- 2) Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".
- 3) Tenderer are advised to follow the instructions provided in the "Instructions to the Tenderer" for the e-submission of the bids online through the Central Public Procurement Portal for E- Tender at <http://eprocure.gov.in/eprocure/app>
- 4) If required, the duration of tender may be extended for further one or two years on the same terms and conditions on mutual understanding.

Online Bid Form

The bidder shall complete the online bid form and the appropriate price schedule furnished in the online bidding documents, indicating, inter alia for the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

Online Bid prices

The Bidder shall indicate on the Price Schedule the unit price and total bid prices of the goods it proposes to supply under the Contract. To this end, the Bidders are allowed the option to submit the online bids for any one or more schedule specified in the "Schedule of Requirement" and to offer discounts for combined schedules. However, Bidders shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such bids (for the schedule in question) will not be taken into account for evaluation and will not be considered for award.

Prices indicated in the online price schedule shall be entered separately in the following manner.

I. For goods offered from within India:

- a. The price of the goods should be quoted for destination basis, charges towards freight, installation etc. may be mentioned inclusive of GST as applicable after referring the attached GST Notification.
- b. Any sales or other taxes/duties should be clearly mentioned, which will be payable on the goods in India if the contract is awarded.
- c. Charges for inland transportation, insurance and other local costs incidental to delivery of goods to their final destination should be mentioned.

- d. Any element of cost, taxes, duties levies etc. not specifically indicated in the online bid, shall not be paid by the purchaser. **If GST amount is not quoted in the BOQ (Financial Bid), the total cost will be treated as inclusive of GST.**

II For goods offered from abroad

- a) The price of goods shall be quoted in Ex-Works/FCA/CIP and the same should be mentioned in terms & conditions of the firm.
- b) Charges for inland transportation, insurance and other local costs incidental to delivery of the goods from the port of entry in India to their final destination should be specified.
- c) The terms FOB, CIF, CIP etc. shall be governed by the rules and regulations prescribed in the current edition of INCOTERMS, published by the Chamber of Commerce, Paris.
- d) Prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account, unless otherwise specified in the Schedule of Requirements.

III. Bid currencies

- a. For domestic goods prices shall be quoted in Indian rupees only. Commission for Indian Agent, if payable, shall also be quoted in Indian Rupees only.
- b. For imported goods prices shall be quoted either in Indian rupees or may be quoted in foreign currency and the portion of the allied work and services, which are to be undertaken in India (like installation & commissioning of equipment) are to be quoted in Indian currency.

IV. Indian Agent

- a) If a foreign bidder has engaged an agent in India in connection with its online bid it will be required to give the following information in the online bid:
 - i) *Name and address of the Indian agent with their permanent income tax number.*
 - ii) *Details of the services the agent will render*
 - iii) *Agency commission shall be indicated in the space provided for in the price schedule and will be paid to the bidder's agent in Indian rupees*

V. Period of validity of online bids: Online Bids shall remain valid for acceptance for 180 days after the date of bid submission.

Note – Non-compliance of the above may disqualify your offer for consideration.

Maintenance-In-Charge - 2 (IDO)

CHAPTER- 5
GENERAL TERMS AND CONDITIONS

1. **Delivery of Tender: Two Bid through Online Mode.** IIT Indore reserves the right to ignore any tender who fails to comply with the above instructions without giving any notice.
2. **Two Bid: Firm should submit the bid online:**
 - a) **Technical Bid:** Technical bid will be opened on the due date for technical evaluation of bids. Technical evaluation matrix will be uploaded on CPPP for the intimation to the firms. The technically disqualified firms can represent towards disqualification within a week on CPPP from the date of intimation mail.
Non –representation within stipulated time the tender will be processed further and no representation will be accepted thereafter.
 - b) **Financial Bid:** The financial bids of technical qualified responsive bidder will be opened.

Bidder: Tenders are invited only from registered contractors in CPWD, BSNL, MPPWD, and MES & Central PSUs working agency of IIT/IIM/RRCAT etc. in appropriate category, Vendors are requested to **attach proof** to show that they are the authorized dealers of the brand that they are quoting for the manufacturers of the product & the firm should be maintaining Pest Control Services in any Central/State Govt. Dept., PSU's, Autonomous Bodies, Large Industrial/Educational campus /corporate .

Bids of internationally recognized brand from authorized dealers only will be accepted. Tender Documents will also be available on institute website: http://iiti.ac.in/tender_estate.
3. **Bid Security (EMD): - NA (In lieu of Bid Security (EMD) a declaration form attached as Annexure-E has to be submitted with bid documents.**
2. **Period for which the offer will remain opened:**
 - a. Firms tendering should note the period for which it is desired that their offers should remain open for acceptance.
 - b. Quotations qualified by such vague and indefinite expressions such as “subject to immediate acceptance”, “subject to prior sale”, etc. will not be considered.
3. **Concession/Exemptions:** IIT-I being an academic institute is entitled for availing Customs Duty exemptions in terms of Notfn. No. 51/96 dated 23.07.1996, Notfn. No. 28/2003- Customs dt. 01/03/2003, Notfn. No.43/2017- Customs dt. 30/06/2017 & notfn. No. 47/2017- Integrated Tax (Rate) dt. 14/11/2017, Notfn. No. 10/2018- Integrated Tax (Rate) dt.25/0/2018 and Notfn. No. 45/2017-Central Tax (rate) dt. 14/11/2017, Notfn. No.

45/2017-Union Territory Tax (Rate) dt. 25/01/2018 as amended from time to time. Presently this is valid till 31.08.2021 vide Order No. TU/V/RG-CDE(1145)/2016 Dt.28/02/2018 issued from DSIR-Min. of Sc.& Tech; Govt. of India. **Please state clearly that this Certificate is required.**

4. **Opening of Tenders:** Online tender opening as specified in schedule of requirement. The received bid will be opened online, and it will be evaluated by a technical committee which will decide the suitability as per our specification and requirement. The financial offer/bid will be opened only for the offer/bid which submits all the required necessary documents and verified by the technical committee as technically qualified bidder as per Tender.
- a) **Award Criteria:** *The Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive, technically qualified and has been determined to be the lowest responsive evaluated bid.*
- b) **Purchaser's Right to vary Quantities at Time of Award:** *The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the tender without any change in unit price or other terms and conditions. The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract.*
- c) **Notification of Award:** *Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or e-mail that the bid has been accepted by way of a Purchase Order.*
5. **Place of Delivery & Schedule:** IIT Indore, SIMROL, Khandwa Road, Indore – 453552 and should be delivered within schedule.
6. **Guarantee/ Warranty:** **The equipment should be covered comprehensive on-site warranty against any manufacturing defect for a period Three years from the date of successful installation and acceptance or as mentioned in Chapter 6.** In case any part or whole of the equipment is found to be defective during the guarantee period, then the same will have to be replaced/repared free of cost at our premises. Warranty certificate should be submitted with the bill(s).
7. **Insurance:** The date of delivery should be strictly adhered to failing which the purchase order is liable to be cancelled. Penalty may be imposed as per P.O. terms & conditions. Goods should be securely, safely and adequately packed & dispatched and delivered at the risk of supplier. In case of damage consignment the same should be replaced without any cost to the Buyer and the supplier can collect the damaged consignment after satisfactory replacement.
8. **Inspection:** Before dispatch the materials, the Vendor will give sufficient advance notice of the date in writing on which the goods will be ready for inspection. The Vendor also shall provide the purchaser all necessary facilities for pre-dispatch inspection. If due to any reasons, it is not possible on the part of the purchaser to visit the plant/site of the Vendor for inspection of the items, the Vendor shall share the detailed schematic diagram, pictures of item and the details as required by the IITI.
9. **Right of Acceptance:** This office does not pledge itself and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the firm shall supply the same at the rate quoted. The firm shall be at liberty to tender for the whole or any portion or to state in the tender that the rate quoted shall apply only if the entire quantity is taken from the firm.
10. Items supplied are subject to inspection and acceptance and the supplier should collect/ replace the rejected items at his cost and risk.
11. **Specification and Make:** Quotation should be given for the exact specification and make as shown in the enquiry against Sl. No. of the item. If in the view of the supplier there is any other alternative item which can serve out purpose, quotation may also be given for the same separately. Client list along with the order copy of similar equipment supplied to any IITs / any Govt. Organization including detail of price & all charges must be

attached. In the case of items quoted having specifications different than those mentioned in the enclosed Tender format, kindly submit the information and the prices in the same format but on additional Sheet.

- 12. Proof of Registration MUST be attached.**
- 13. No correspondence/discussion/visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tenders for technical discussions/ price negotiations. Any violation of this will render the quotations invalid and the firm is liable to be blacklisted.**
- 14. IITI reserves the right to call for techno-commercial/price negotiations. The company should depute competent representative for such discussion/negotiations whenever called for and he shall be competent to take on the spot decisions.**
15. IITI does not bind itself to accept the lowest or any tender and may cancel / withdraw the tender without assigning any reason and no claim whatsoever, for any reason arising out of such action, will be entertained by IITI.
16. IIT Indore is green zone campus; hence, after delivery and acceptance of item supplier should take back the waste packing material such as plastic, wrapping paper and toxic material. Further, any wooden packing material to be handed over to store.
- 17. Liquidated Damages:** - As Time is the essence of an order, the date of delivery should be strictly adhered to, otherwise the delivery in full or in part may not be accepted and penalty for late delivery will be imposed @ 0.5% (Half Percent) per week subject to a maximum of 10% of the total value of supply order & beyond 10% subject to approval of IITI. In case of delay in installation and Commissioning, Inspection, Certification etc. also the same rate of penalty shall be leviable.
- 18. Force Majeure:** Neither the contractor nor the institute shall be liable to the other, for any delay in or failure of their respective obligations under this control caused by occurrences beyond the control of either party because of fire, floods, acts of God, acts of public enemy, wars, riots, strikes, lockouts, sabotage any law statute or ordinance order actions or regulations of the Government or any compliance there is similar to the above. Either party shall promptly notify the other of his commencement and cessation of such contingency and prove that such is beyond the controls and effects the implementation of this contract adversely.
19. The firm may give any of their commercial term, if required, in their techno-commercial offer only, and price quotation should contain only price.
20. Please inform the IITI in writing whether the owner of the firm or any of their partners/employees has close relations working with IIT Indore. This is for record only.
- 21. IITI reserves the right to modify/alter/Insertion or deletion on any part of the tender document to ensure fulfillment of its material & service requirement at any stage.**
22. The instructions about bidding given in this advertisement and the Tender Documents should be read thoroughly before bidding. IIT Indore reserves the right to accept or reject any or all quotations at any stage without assigning any reason whatsoever it may be.
- 23. Cancellation:** IIT- Indore reserves the right to accept or reject or cancel any or all enquiries or quotations at any stage without assigning any reason thereof. In case of cancellation of order due to Non-compliance of the Terms and Conditions and Breach of the Contract, No compensation will be paid towards progress of order/procurement.

24. **Governing Law:** The order placed will be contract between the supplier and the buyer and shall be governed by the LAWS of India and under the contract shall be taken by the parties only in Indore, India to competent jurisdiction.
25. For any dispute, the place of jurisdiction shall be Indore, India only.

CHAPTER- 6 **TECHNICAL BID**

(Bidder should submit compliance matrix along with Technical Bid)

PART-I **Eligibility criteria**

CPWD-6 FORM e-Tendering

The Maintenance- In-charge, IIT Indore invites on behalf of IIT Indore online percentage rate / item rate tender on Single Bidsystem from the Registered contractors in appropriate category * for the works of: **Annual maintenance contract of End to End solution for pest control & allied services at IIT Indore.**

- 1.1 The work is estimated to cost **Rs. 59,40,720/-**This estimate, however, is given merely as a rough guide.
- 1.2 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the tenders. He will also nominate Division which will deal with all matters relating to the invitation of tenders.

2 Criteria of eligibility

- *The eligible contractor's means registered in CPWD, BSNL, MES, Railways, Central PSUs & working contractors of IIT/IIM/RRCAT etc. & a. The firm should be maintaining Pest Control Services in any Central/State Govt. Dept., PSU's, Autonomous Bodies, Large Industrial/Educational campus /corporate .if they furnish the definite proof from the appropriate authority of having satisfactorily completed three similar works of value 40% or two similar works of value 60% or one similar work of value 80% of estimated cost during last five years.
3. Similar work shall mean works of pest control works.
 4. Agreement shall be drawn with the successful tenderers on prescribed Form No CPWD 7 (or other Standard Form as mentioned) which is available as a Govt of India Publication and also available on website www.iiti.ac.in. Tenderers shall quote their rates as per various terms and conditions of the said form which will form part of the agreement.
 5. The time allowed for carrying out the work will be **01 Year** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
 6. The site for the work is available. *
 7. The tender document consisting of plans, specifications, the schedule of quantities of

TENDER No.: IITI/IDO/Maint./Pest control-AMC/MOW/2020-21/28

May 14, 2021

various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on website

www.iiti.ac.in/tenders/tender or <http://eprocure.gov.in/eprocure/app> or other necessary documents also can be seen in the office of the Maintenance-In-Charge Infrastructure Development Office, IIT Indore between hours of 10:00 AM to 5:00 PM from every day except on Saturdays, Sundays and Public Holidays in free of cost.

- (i) The tender submitted shall become invalid and cost of tender & e-Tender processing fee shall not be refunded if: The tenderer is found ineligible.
 - (ii) The tenderer does not upload all the documents as stipulated in the tender document.
 - (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted physically in the office of tender opening authority.
8. The contractor whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be Deposit at Call receipt of any scheduled bank / Banker's cheque of any scheduled bank / Demand Draft of any scheduled bank / Pay order of any Scheduled Bank of any scheduled bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. **In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.**
9. **Recovery of Security Deposit** -The person/persons/firm whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work. Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit
10. Intending Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The tenderers shall be responsible for arranging and maintaining, at their own cost, all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work and local conditions and other factors having a bearing on the execution of the work.

11. The competent authority on behalf of the IIT Indore does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderers shall be summarily rejected.
12. Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
13. The competent authority on behalf of IIT, Indore reserves to himself the right of accepting the whole or any part of the tender and the tenderers shall be bound to perform the same at the rate quoted.
14. The contractor shall not be permitted to tender for works in the IIT Indore responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazette officer in the IIT Indore. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
15. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
16. The tender for the works shall remain open for acceptance for a period of **One Hundred Eighty (180) days** from the date of opening of tenders if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderers shall not be allowed to participate in the retendering process of the work.
17. This Notice Inviting Tender shall form a part of the contract document. The successful tenderers/contractor, on acceptance of his tender by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of: -
 - a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender and the rates quoted online at the time of submission of tender and acceptance thereof together with any correspondence leading thereto.
 - b) Standard C.P.W.D. Form 7 or other Standard C.P.W.D. Form as applicable.

- 18.1 The tender document will include following three components:

Part A: -

CPWD-6, CPWD-7 including schedule A to F for the major component of the work, Standard General Conditions of Contract for CPWD 2010 as amended/modified up to **30.11.2020.**

Part B: -

General/specific conditions, specifications and schedule of quantities applicable to major component of the work.

Part C: -

Schedule A to F for minor component of the work, (SE/EE in charge of major component shall also be competent authority under clause 2 and clause 5 as mentioned in schedule A to F for major components), General/specific conditions, specifications and schedule of quantities applicable to minor component(s) of the work.

- 18.2 All the clauses of CPWD GCC 2020 will be applicable. Clause no. 10CC, 10CA and clause no. 19L not applicable for this work.
- 18.3 The tenderers must associate himself, with agencies of the appropriate class eligible to tender for each of the minor component individually
- 18.4 The eligible tenderers shall quote rates for all items of major component as well as for all items of minor components of work.
- 18.5 Entire work under the scope of composite tender including major and all minor components shall be executed under one agreement.
- 18.6 Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works. The Earnest Money will become part of the security deposit of the major components of work.

Maintenance-In-Charge

For & on behalf of the Board of Governors, IIT, Indore

(A) Tender for
the work of:

**Annual maintenance contract of End to End solution
for pest control & allied services at IIT Indore.**

Signature of officer issuing the documents

Designation: **Maintenance-In-Charge , IIT Indore**

TENDER

I/We have read and examined the Notice Inviting tender, schedule, A,B,C,D,E&F. Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Board of Governors, IIT, Kanpur within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for (180) days from the date of opening of tender and not to make any modifications in its terms and conditions.

A sum of Rs. NA/- is hereby forwarded in online mode as earnest money. If I/we, fail to furnish the prescribed performance guarantee or fail to commence the work within prescribed period I/we agree that the said Board of Governors, IIT Indore or his successors in office shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail of commence work as specified, I/we agree that Board of Governors, IIT Indore or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule 'F' and those in

excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/ have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in IIT Indore in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived therefrom to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated _____ ****** _____

Signature of contractor

Postal Address ******

Witness: ******

Address: ******

Occupation: ******

1.1 Operative schedules shall be supplied separately to each intending tenderer**SCHEDULE 'A'-***Schedule of quantities - Attached***SCHEDULE 'B'-***Schedule of materials to be issued to the contractor:*

<i>S. No.</i>	<i>Description of item</i>	<i>Quantity</i>	<i>Rates in figures & words at which the material will be charged to the contractor</i>	<i>Place of issue</i>
1	2	3	4	5
.....NIL.....				

SCHEDULE 'C'*Schedule of Tools and Plants to be hired to the contractor*

<i>S. No.</i>	<i>Description</i>	<i>Hire charges perday</i>	<i>Place of issue</i>
1	2	3	4
.....NIL.....			

1.2 SCHEDULE 'D'*Extra schedule for specific requirements/document for the work, if any:**As attached in tender form.***SCHEDULE 'E'**Schedule of component of other Materials, Labour, POL etc. for price escalation: **N.A.****SCHEDULE 'F'**

Reference to General Conditions of Contract

Name of Work:	Annual maintenance contract of End to End solution for pest control & allied services at IIT Indore.		
<i>Estimated cost of the work:</i>	Civil Items of Work		Rs. 59,40,720
<i>Earnest money</i>	NA		
<i>Performance</i>	3% of the tendered value		

Bank Guarantee	
Security Deposit	2.5% of the tendered value of the work

General rules and direction:

<i>Officer inviting tender</i>	Maintenance in charge, Infrastructure Development Office IIT Indore
<i>Maximum percentage of quantity of items of work to be executed beyond which rates are to be determined in accordance with Clause 12.2 & 12.3</i>	<i>See at appropriate clause under definitions</i>

Definitions:2(v) **Engineer-in-Charge***For Civil items of work***Maintenance-In-****Charge IIT Indore**2(vi) *Accepting Authority***Maintenance-In-****Charge IIT Indore**2(vii) *Percentage on cost of materials and labour to cover all overheads and profits* 15%2(viii) **Standard Schedule of Rates:***Civil Items of Work:**D.S.R. 2018 with up to date correction slips*2(ix) *Department:**Central Public Works Department*2(x) *Standard CPWD contract Form:*

*GCC 2020, CPWD **form-7** as modified & corrected up to **30.11.2020** (Whether correction vide latest circulars are incorporated or not in this document). The following condition pertains to GST of clause 37 & 38 of General Condition of contract and corresponding Amendments should be read as follows:*

a- The Quoted rates should be inclusive of GST.

Clause 2*Authority for fixing Compensation***Maintenance In charge – 2,**

*under Clause 2****IIT Indore******Or successor thereof******Clause 2 A****Whether Clause 2A shall be applicable**No****Clause 5***

- i) Number of days from the date of issue of letter of acceptance for reckoning date of start*
- ii) Time allowed for execution of work*

7 Days***01 Year******Authority to decide******Extension of time***

***Dean Infrastructure Development,
Infrastructure Development Office
IIT, Indore***

Clause 6/ 6A***Only clause 6 applicable.***

Clause 7 *Gross work to be done together with net payment/Adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment*

Clause 10A*Material to be provided by the contractor.**Applicable****Clause 10B (ii), (iii)****Whether clause 10-B (ii) and 10-B (iii) shall be applicable.**Not Applicable****Clause 10 C****Component of labour expressed as percentage of value of work**25 %****(10 C Not Applicable)***

Clause 10 CA*Materials covered under this clause.***Nearest material** (other than cement, reinforcement bars and structural steel) **for which All India Whole sale price Index is to be followed.****Base price of all the materials covered under clause 10 CA**

1. Cement (PPC)

Nil**NIL**

2. Steel

Nil**(10 CA Not Applicable)****Clause 10 CC***Increase/Decrease in Price of materials/wages***Not Applicable****Clause 11*****Specification to be followed for execution of work:****For Civil items of work**CPWD Specifications 2009 Vol. 1 and Vol. 2 with up to date correction slips (Hereinafter called CPWD specifications also).***Clause 12**

12.2 & 12.3

*Deviation limit beyond which clause 12.2 & 12.3 shall apply for building work***50%**

12.5

*Deviation limit beyond which clause 12.2 & 12.3 shall apply for foundation work***100%****Clause 16*****Competent Authority for Deciding reduced rates:****For Civil items of work****Maintenance In charge - 2,******IIT Indore*****Clause 18***List of mandatory machinery, tools & plants to be deployed by the contractor at site.***N.A.****Clause 36 (i)*****Requirement of technical Representative(s)****For supervision of civil as well as electrical items of work, technical representatives of the respective disciplines will be required to be deployed.*

SALIENT/MANDATORY REQUIREMENTS FOR THE TENDER

- 1 The tenderer is advised to read and examine the tender documents for the work and the set of drawings available with Engineer-in-charge. He should inspect and examine the site and its surroundings by himself before submitting his tender.
- 2 Separate schedule of quantity is included in this tender for civil and electrical items of work. If the tenderer wants to offer any unconditional rebates on their rates, the same should also be offered in the respective components of civil and electrical schedule separately. The contractor shall quote the percentage rates in figures and words accurately so that there is no discrepancy in rates written in figures and words.
- 3 Time allowed for the execution of work is 01 Year.
- 4 The contractor(s) shall submit a detailed program of execution in accordance with the master programme/milestone within ten days from the date of issue of award letter.
- 5 Contractor has to arrange and install field laboratory during the currency of work and nothing extra will be paid on this account.
- 6 Quality of the project is of utmost importance. This shall be adhered to in accordance with the provisions of CPWD specifications and guidelines given in the relevant paras.
- 7 Contractor has to deploy required Plant and machinery on the project. In case the contractor fails to deploy the plant and machinery whenever required and as per the direction of the Engineer-in-charge, he (Engineer-in-charge) shall be at a liberty to get the same deployed at the risk and cost of the contractor.
- 8 The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Maintenance-In-Charge/Executive Engineer may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
- 9 Temporary Electric connection shall be issued as per request and charges shall be recovered as per actual consumption of units.
- 10 Water will be arrange by contractor at his own sources and not reimbursed by the Institute.
- 11 EPF and ESI, if applicable, will be reimbursed on actual basis after due verification.
- 12 Any item which is not available in the BOQ shall be paid as per CPWD DSR 2018 rates. If it is not available in BOQ and DSR then extra items shall be worked out as actual cost of material and actual cost of labour plus 15% as overhead and profit. The decision of Engineer-In-Charge will be conclusive and final binding on the contractor.
- 13 If BOCW (MP Building & Other Construction Workers Welfare Board), Labour Registration & License, EPF & ESIC Registration not submitted, and then 1st RA Bill will not be payed & cleared till the submission of these documents.

14 Certifications like BOCW (MP Building & Other Construction Workers Welfare Board), Labour Registration & License, EPF & ESIC Registration are to be submitted after the issue of Work Order, then only the site will be handed over to you and permission to start the work will be given.

QUALITY ASSURANCE OF THE WORK

1. The contractor shall ensure quality control measures on different aspects of construction including materials, workmanship and correct construction methodologies to be adopted. He shall have to submit quality assurance programme within two weeks of the award of work. The quality assurance programme should include method statement for various items of work to be executed along with check lists to enforce quality control.

2. The contractor shall get the source of all other materials, not specified elsewhere in the document, approved from the Engineer-in-Charge. The contractor shall stick to the approved source unless it is absolutely unavoidable. Any change shall be done with the prior approval of the Engineer-in-Charge for which tests etc. shall be done by the contractor at his own cost. Similarly, the contractor shall submit brand/ make of various materials not specified in the agreement, to be used for the approval of the Engineer-in-Charge along with samples and once approved, he shall stick to it.

3. Other Laboratories:

1. The contractor shall arrange carrying out of all tests required under the agreement through the laboratory as approved by the Engineer-in-Charge and shall bear all charges in connection therewith including fee for testing. The said cost of tests shall be borne by the contractor/department in the manner indicated below.

i) By the contractor, if the results show that the test does not conform to relevant CPWD Specifications / BIS code or specification mentioned elsewhere in the documents

ii) By the department, if the results confirm to relevant CPWD Specifications / BIS code or specification mentioned elsewhere in the documents.

2. If the tests, which were to be conducted in the site laboratory are conducted in other laboratories for whatever the reasons, the cost of such tests shall be borne by the contractor.

C) Sampling of Materials:

1. Sample of building materials fittings and other articles required for execution of work shall be got approved from the Engineer-in-Charge. Articles manufactured by companies of repute and approved by the Engineer-in-Charge shall only be used. Articles bearing BIS certification mark shall be used in case the above are not available, the quality of samples brought by the contractor shall be judged by standards laid down in the relevant BIS specifications. All materials and articles brought by the contractor to the site for use shall conform to the samples approved by the Engineer-in-Charge which shall be preserved till the completion of the work.

2. The contractor shall ensure quality construction in a planned and time bound manner. Any sub-standard material/work beyond set out tolerance limit shall be summarily rejected by the Engineer-in-Charge.

3. BIS marked materials except otherwise specified shall be subjected to quality test at the discretion of the Engineer-in-Charge besides testing of other materials as per the specifications described for the item/materials. Wherever BIS marked materials are brought to the site of work, the contractor shall if required, by the Engineer-in-Charge furnish manufacturers test certificate or test certificate from approved testing laboratory to establish that the material produced by the contractor for incorporation in the work satisfies the provisions of BIS codes relevant to the material and/or the work done.
4. The contractor shall procure all the materials at least in advance so that there is sufficient time to testing and approving of the materials and clearance of the same before use in work.
5. All materials brought by the contractor for use in the work shall be got checked from the Engineer-in-Charge or his authorized representative of the work on receipt of the same at site before use.
6. The contractor shall be fully responsible for the safe custody of the materials issued to him even if the materials are in double lock and key system.

SPECIAL CONDITION FOR MATERIAL

1. The contractor shall at his own expense procure and provide all materials ~~tools and~~ ~~tackles~~.
2. The contractor shall procure all the materials in advance so that there is sufficient time to testing and approving of the materials and clearance of the same before use in work.
3. All materials brought by the contractor for use in the work shall be got checked from the Engineer-in-Charge or his authorized representative of the work on receipt of the same at site before use.
4. The contractor shall also employ necessary watch and ward establishment for the safe custody of materials at his own cost.

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in

order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

- b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or

the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made / lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged / determined by the Competent Authority, IIT Indore

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.
(signature, name and address)
2.
(signature, name and address)

Place:

Dated :

PRICE BID**PRICE BID - Schedule of price bid in the form of BOQ format:**

1. The below mentioned Financial Proposal/Commercial bid format is provided as BoQ along with this tender document at <https://eprocure.gov.in/eprocure/app>
2. **Bidders are advised to download this BoQ.xls** as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid.
3. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected.
4. Any element of cost, taxes, duties levies etc. not specifically indicated in the BOQ, shall not be paid by the purchaser. **If GST amount is not quoted in the BOQ (Financial Bid), the total cost will be treated as inclusive of GST. No further communication will be entertained later.**
5. The tender shall remain valid for acceptance for **180 days**, from the date of tender opening.

OTHER CONDITIONS FOR PRICE BIDS

1. No unilateral revision in price will be admissible.
2. INCOTERMS (in case of imported item) should be clearly mentioned on the bid
3. Rates should be quoted in the accounting units (A/U) mentioned in this tender. Rates must be quoted clearly on free delivery basis at IIT Indore and total value is also indicated in words.
4. Any optional indicated in techno-commercial bids must be priced separately.
5. In case spares/accessories are applicable, their list and price should be clearly indicated separately.
6. The price must be stated for each item separately. The percentage of reduction, in the unit price should also be quoted, should an order to that extent be placed with you.

Signature of the Tenderer**Name of the Firm:****Contact No.:****Email:****Seal:**

CHAPTER- 08**PERFORMANCE SECURITY FORMAT**

To,

.....

WHEREAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no. datedto supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee:

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We further undertake to pay the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the supplier(s)/vendor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the supplier(s)/vendor(s) shall have no claim against us for making such payment.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

(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

Phone No., Fax No. & e-mail id.

PART – II (TECHNICAL DETAILS)

- a. The firm should be maintaining Pest Control Services in any Central/State Govt. Dept., PSU's, Autonomous Bodies, Large Industrial/Educational campus /corporate .
- c. The bidder must have adequate experience of execution of similar work in Central/State Govt. Dept., PSU's, Autonomous Bodies, Large Industrial/Educational Campus/corporate. Necessary supporting documents like work completion certificate to this effect must be submitted along with the offer of last five year.
- d. The Tenderer shall produce GST certificate & PAN from the concerned authority and copy of Income Tax return (to be enclosed).
- e. The tenderer should be registered and should enclose copy of valid latest clearance certificate and TIN number. In case, this is not applicable to their trade exemption certificate may be enclosed.
- f. Preference will be given to the firm registered with Govt. agencies for particular work. They shall produce its certificate and the period of its validity.
- g. The tenderer must produce work done certificate from the clients. The work done certificate should mention the details of work executed, the value of work done, the date of commencement and date of completion of the work.
- h. All pages of the tender document should be duly signed & sealed by the tenderer and the document should be submitted in sealed condition.
- i. The tenderer shall submit the information sought in the format enclosed as **Annexure "A"** as part of Technical bid along with the General Terms & conditions (duly signed).
- j. The persons deployed for work should not be involved in any police case or any case should be pending against them. Police verification certificate for the persons deployed for work to be submitted.
- k. The workers must be provided with uniform (and where required standard safety shoes and other materials for safety and safe handling of chemicals, etc.) by the contractor from out of his service charges to the departments like transport and housekeeping.
- l. If in the opinion of IITI authorities, performance of any of the persons deployed is not satisfactory or he/she is not amenable to discipline or their behavior is not conducive to retain them for the work, he/she should be replaced within 24 hrs.
- m. All the copies of mandatory documents along with tender document submitted by the tenderer should be seal and signed attested. Failure to

comply with these conditions renders the tender/bid automatically disqualified. The original documents should be produced for verification at any stage of tender process as and when sought for, failing which; the bids are liable for disqualification.

- n. Proof of financial capacity certified by Chartered accountant of annual turn over of Rs. 01 crore in last three year (Any one of the year only pest control work).

Note: Experience prior to 01.04.2014 and later than 31.03.2020 will not be considered as experience. **“Similar work” means ‘ End to End solution of PEST CONTROL and allied services FOR IIT INDORE’.**

2. Firm should be registered with PCIA/PMA with validity at least upto 31.12.2021

3. Registration and license of the firm should be issued from Agriculture/ concerned deptt.

4. Chemical should be certified by WHO/ National slandered. Valid License (If required) for handling chemicals for pest control services.

5. Experience certificate is required for last 03 years for pest control (excluding anti termite) work not less than minimum Rs 30 lakh single work.

PART – III (PRICE-BID)

- a)** Conditional offer will render the tender/bid automatically invalid.
- b)** The Tenderer should quote rates for Disinfestations and Eradication of General Pest control & GEL, Treatment for rodents, bed bugs, bat, ply, rat, mongoose, cockroaches, snakes etc. & Termites control, in the entire area of the Institute / offices as per the enclosed schedule includinh removal of bee hive and for reptiles treatment for snake and other safe effective and humane pesticides to take care of that nagging etc. In this contract, tenderer must specify, if there is any exception in their contract rates & rates for these things to be mentioned in the tender documents & it should be valid for the contract period i.e. one year.
- c)** The tender should be clearly filled or typed and signed in ink legibly giving full address of the tenderer. The tenderer should quote in figures as well as in words the amount tendered by him. Alteration if any, unless legibly attested by the tenderer with his full signature, shall invalidate the tender. The tender should be duly signed by the authorized persons. In case there is any difference in the amount between figures and words, the amount indicated in words will be treated as the valid offer.
- d)** The tenderer should ensure that the amounts are written in such a way that interpolation is not possible. No blank space should be left.
- e)** Failure to fulfil any of the conditions given above shall render the tender liable for rejection.
- f)** The tenderer shall quote lowest rate only, and in case they are charging still lower in other govt. department/ section, this Institute shall have the right to award contract at the similar lowest rates only. The tenderer shall quote a certificate to the effect on all their bills.

ANNEXURE "A"
TECHNICAL DETAILS

A. Documents details to be mandatorily submitted:

Sl. No.	Particulars	Fill in the details
1	Name of Firm/Tenderer/Company (in block letters)	
2	Permanent Address & Telephone No.	
3	Full Postal Address, Telephone/Fax No./E-mail:	
4	Details of infrastructure persons employed and number of offices/branches available (attach separate sheet).	[Attach as enclosure & refer here]
5	An affidavit duly certified by a Notary that the Partners of the firm or sole Proprietor or Company has never been	[Attach as enclosure]
6	An affidavit duly certified by a Notary that the Partners of the firm or sole Proprietor or Company is/are not involved in any Police Case/ Vigilance enquiry pending or ever been punished by any Hon'ble Court (in Original). The Notary should be self-attested.	[Attach as enclosure & refer here]
7	Income Tax Return (last three years), TAN/PAN No. and GST Registration. Nos. (enclose photo copies)	[Attach as enclosure & refer here]
8	Copy of a valid License issued by the State/Central Labour Department under Contract Labour Act/ Clearance certificate/ any other certificate duly attested by a gazetted officer/notarized.	[Attach as enclosure & refer here]
9	Details of ESIC & EPF Registration with Date and proof of registration	[Attach as enclosure & refer here]
10	Valid Membership of Pest Control Association	[Attach as enclosure & refer here]
11	Details of Pest Control/Fumigation equipment owned and intended to be used for execution of the Contract	[Attach as enclosure & refer here]
12	Any other information which bidder may like to furnish (separate sheet may be enclosed if required)	[Attach as enclosure & refer here]

(i) Details of Experience: Should be furnished in the following format- till 31.03.2020 only:

Name of the Client and full address	Telephone and FAX number of the client	Tenure of contract	Value of contract

Joint Ventures are not allowed. Declaration will be submitted on 100Rs stamp paper.

Submit proof (in the form of completion certificate/work order) to perform the company in the field of pest Control services since last 07 years till 2020 continuous.

C. Documents to be submitted by the successful Tenderer before award of work:

1	Proof of Financial Capacity from his Chartered Accountant of annual turn over of Rs. one crore in last three years
2	Audited balance sheet and Profit/Loss A/c for last 03 financial years.

Date:

Tenderer, Signature of
Seal & address

GENERAL TERMS & CONDITIONS

(Please read the following carefully and give acceptance for the same in the prescribed format and submit it with the Technical Bid).

- a) The Time, Date and Venue of the opening of FINANCIAL BIDS will be intimated only to those Bidders, whose Technical Bid is accepted after evaluation of details.
- b) All Columns should be furnished with relevant details and no column should be left blank.
- c) Financial Bid of the technically shortlisted bidders only will be opened.
- d) Bidder shall furnish the documents as per **Technical Bid Form- Annexure- I**.
- e) The format of Financial Bid Form should not be changed in any manner.
- f) Addition/deletion/alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.
- g) Unsigned Technical Bid will be considered as Invalid Bid.

a. Any bid received after the specified time and date for submission of bids shall be rejected .

1. **Tender Opening:** In case the date fixed for the opening of the bids is declared as holiday by the Government of India, the revised schedule will be notified. However, in the absence of such notification, bids will be opened on the next working day, time and venue remaining unaltered.

I. GENERAL INSTRUCTIONS:

- 1.** The tenderer submitting tender would be deemed to have inspected the institute premises, considered and accepted all the terms and conditions of contract. No verbal or written enquiries will be entertained in respect of acceptance or rejection of the tender.
- 2.** The contract will be for a period of one year initially, which can be extended for one more year on satisfactory performance of the initial period of the contract. IITI may renew/extend the contract to such further period (s), as it may deem proper, having regard to the quality and manner of the contractor's performance. However, it shall be with consent/written request by the contractor in this regard.
- 3.** In case the Contractor fails in fulfilling the obligations fully and in time, IITI shall have the absolute right to take up the work at the Contractor's cost and risk and recover any and all such expenses from the amounts due to the Contractor including the Security Deposit. The Institute shall have right to impose penalty commensurate with the fault and amount towards damages if any, shall be recovered from the bill.
- 4.** The Contractor shall abide by all laws and regulations and statutory obligations in force from time to time including labour laws and pollution control norms ,taxation law etc. shall indemnify IITI from any claims in this regard.
- 5.** The Contractor will be required to post requisite trained & skilled manpower as may be needed to supervise and guide the workers, skilled, semiskilled as well as unskilled for proper execution of the work as per directions of the Officer-in-charge, Concern deptt. of the Institute to administer the contract satisfactorily.
- 6.** All letters posted to Contractor at the address given by him will be considered to have been delivered in time.
- 7.** If it is observed at any stage that the quality of the work is not satisfactory, the contract/ work order as a whole may be terminated and Security deposit forfeited. The Contractor will have no claims what so ever on IITI.
- 8.** The firm should have PF, ESI documents as well as accidental insurance of all pest control operators and supervisor. The approved vendor will have to provide all documents of all pest control operators and supervisor, in this regard.
- 9.** In case it is found at a later date that the work done is of inferior quality and proper action was not taken at the time of execution of the work, the Contractor shall remain liable to pay

compensation to the Institute for the inferior works as determined by IITI and in case all payments have been made to the Contractor for this work, this amount may be deducted from any sum due to the Contractor on any other work within the Institute.

- 10.** Contractor will be fully responsible for any accident or mishaps involving workers engaged by the Contractor and the Contractor would pay claims made by these victims. The Contractor shall indemnify IITI from any claims arising out of accidents, disabilities of any nature or death or arising out of provisions under law, or any other nature in respect of all workers engaged by the Contractor. The contractor will fully indemnify IITI against all claims in this regard.
- 11.** The contractor must abide by the provisions of the following acts as to the workers engaged by him for performance of this contract:
 - Employment of Children Act
 - Workmen compensation Act
 - Employment of Labour/Contract Labour Act
 - Industrial Employment Act
 - Contract Labour (Regulation & Abolition) Act 1970.
 - Minimum Wages Act
 - Employee Provident Fund Act
 - Employees State Insurance Act
 - Any other act or legislation as may be in force from time to time.
- 12.** Any liability arising on IITI shall be deducted from the bills of the contractor and if the full amount is not recovered then the same shall be recovered from the security deposit of the contractor. There would be no liabilities towards the workers of the contractor by IITI.
- 13.** IITI through its officers, reserves the right of altering the specifications of works of adding to or omitting any items of work or of having portions of the same carried out in the Institute by others and such alterations and variations shall not violate this contract.
- 14.** The contractor shall be liable to pay compensation for any loss & damage caused to the property of IITI or/and its Faculty-Staff Members/Students/Visitors by the contractor or his workers.
- 15.** The contractor shall be personally responsible for conduct of his staff and in case of any complaint against any of his staff as regards work, discipline, attendance or any other matter concerning efficient and smooth functioning; the contractor will be under an obligation to change the worker concerned when instructed by IITI authority. The contractor shall observe all the laws and will be responsible for any prosecution of liability arising from breach of any of those laws. IITI will not have any responsibility with regard to staff on the role of the contractor what so ever.
- 16.** IITI reserves the right to terminate the contract without assigning any specific reason by giving a notice of one month. The contractor will also have to serve a similar notice, if he wishes to terminate the contract.
- 17.** In the event of any dispute arising out of or in connection with this contract, whether during the subsistence of the contract or thereafter, the matter shall be referred to the Officer, Housekeeping Section or any other officer nominated by the institute for arbitration whose decision shall be final and binding on the parties. The contractor agrees that the arbitrator could be an employee of the Institute & shall not have any objections in this regard. The proceedings before the arbitrator would be governed by the provision of the Arbitration Act 1996.

- 18.** The services of employees of Contractor should be made available on all days on six-day week basis irrespective of holidays and Sundays, if required. Institute may change the working pattern with consent of contractor if required. The contractor shall make arrangement for stationing their manpower to meet the down time of 02 Hrs from intimation.
- 19. Arbitration:** Arbitration shall be held in accordance with the provision of the Arbitration and conciliations Act, 1996 and the venue of arbitration shall be at Indore. The decision of the Arbitrator shall be final and binding on the both parties.
- 20. Breach of Terms and Conditions:** In case of breach of any terms and conditions as mentioned above, IIT Indore will have the right to reject the bid at any stage without assigning any reason thereof and nothing will be payable by IIT Indore, and in that event the EMD shall also stands forfeited.
- 21.** After due evaluation of the bid(s) IIT Indore will award contract to the lowest evaluated responsive tenderer. Conditional bid will be treated as unresponsive and will be rejected.
- 22. Legal Jurisdiction:** Any disputes are subject to exclusive jurisdiction of competent court and forum in Indore, Madhya Pradesh, India only.
- 23. Applicable Law:** The contract shall be governed by laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing.
- 24.** A verification report in respect of all the personnel of contractor from the concerned police station of concerned residential areas should be submitted and also list of employees with bio-data of each employee posted to the Institute along with photo and thumb impression should be handed over to the designated officer of IITI. Any changes should be informed immediately.
- 25.** The Contractor's Supervisor will maintain Daily Attendance Registers, Deployment Chart, Task Sheet, SOP for each task, work instructions etc. to keep record of personnel on duty.
- 26.** That payment on account of enhancement/escalation charges on account of revision in wages and statutory payments like EPF/ESI contributions, and service tax levied by the appropriate Govt. (Central/State) from time to time shall be payable by IITI to the contractor. No escalation of percentage of Contractor's Service Charges and/or cost of materials shall be admissible during the term of the contract.

Other Terms:

- i. **MODIFICATION OF TERMS AND CONDITIONS:** IITI with consent of the contractor may modify terms and conditions of the contract as and when necessary without affecting the basic nature of his contract.
- ii. **PAYMENT OF WAGES/SALARIES:** Payment to the contractor shall be released on monthly basis on submission of Log Book for the services rendered in the particular period duly certified by the office in charge. For specific tasks bill can be submitted on satisfactory completion of the assignment
test report copy of all batches of chemicals, WHO certificate, BIS/ISI specification and MSDS of all chemicals using in this Institute to maintain quality and genuineness of chemicals being used. The Institute reserves right to send the sample/chemical which is being used by the firm, for testing in the approved Labs.
- iii. The contractor shall pay his workers' wages not less than the minimum wages fixed by the Central Govt. or State Govt. and all other statutory dues like EPF, ESI, bonus, etc.,

where minimum wages are applicable, and in throughout the tenure of contract, through bank.

- iv. In the event of local problems arising while discharging the functions at IITI, the contractor will deal with them appropriately at their cost and risk and the firm will not bring IITI on the scene for such matters.
- v. The contractor shall provide all necessary uniforms, identity cards etc. during the period of duty as per instruction of the nodal officer of the institute.

II.REPORT:

1. The contractor or his representative shall daily report to the office in charge IITI to supervise the work under the contract and take instructions from him for the work on a Book/Register maintained by the contractor exclusively for the purpose. He shall preserve the said book and produce the same as and when required. As far as possible bio-metric attendance shall be obtained. Institute shall compare the manual attendance with the help of bio-metric attendance.

2. Specific instruction regarding timings will be given by office In Charge authorized by the Institute..

III.SCOPE OF WORK –End to End solution of Pest Control for IIT INDORE

The job of Pest Control shall include the following:-

A) Anti Rodent : Entire office, All Sections, Surrounding Areas, Staircases, Passages, Parking/

Basement Area, Garden Area, lift rooms. Rat/Rodent should be controlled by:

- i) placing a gluemat
- ii) placing ultra sound devices as may be required.
- iii) Doing permitted spray or putting herbal/chemical tablets etc. to keep rats and rodents away from the building or force rats/rodents to move out of the building.
- iv) Combinations of any of the above.

It should be ensured that such chemical should not be put so that rats/rodents/reptiles would die inside the building or above the false ceiling. Hence must use permitted insecticides as per Government of India and WHO norms (Standard branded Chemicals to be used) to eradicate the menace of rodents, mice, insects etc.

Frequency : Weekly once, 52 services in a year (every Friday).

B) Fumigation/Fogging Treatment (cold and thermal), Anti larvae: Entire office, Surrounding Areas, Staircases, Passages, Parking Basement Area, Garden Area, etc. to eradicate the problem of mosquitoes, flies, insect etc drainage chambers.

Frequency : Twice in a Weekly , 104 services in a year .

C) General Pest Control : (Spray, Gel and Herbal treatment for Cockroach, ants & Lizards)

Frequency : Twice in a Month , 24 services in a year.

D) Termite (White ants) and bed bug Control Treatment : The pest control for termite

and white ants should cover all the places like spray under the tables, chairs, almirahs, on and around the pile of files, On wooden furniture, false ceiling, staircases, lift lobby, toilets drain ducts, in all stores and any hidden space under the furniture and should leave no space unattended.

Frequency : Monthly once, 12 services in 12 months (2nd Friday).

For all the above 4 numbers of Pest control Treatment as mentioned above at point in A, B, C & D, only branded standard chemicals and other medicines (compulsory use of chemicals of any of the brands i.e. Bayer, Rallis & Bombay Chemicals Ltd.), Herbal/Gel systems to be used. More information and specification regarding this can be obtained from this Office .

It must be ensured that the pest control once done shall remain effective up to next pest control failing which it shall have to be done again without any additional liability on the department.

IV.Part A: Pest Control in whole campus.

General pest and Rodent control- Disinfection shall be done using reputed brand marked ISI spraying the entire premises of Institute/ section/hostel/various buildings/Director Bunglow and surrounding with special reference to kitchen, pantries, toilets, drainage, sewer, furniture & fixture by utilizing appropriate quality and quantity of chemical/pesticides which should cover complete extradition of all kinds of flying and crawling insects, beetles-pests such as mosquitoes, carpets moths, silver fish, cockroaches, lizards, , bugs and removal of etc. Rodent treatment against rat and mice is to be carried out through trapping & baiting methods by using tracking power as per latest ISI specifications. The chemical should be branded ISI marked products of a company. Removal of Snakes, honey bee hives and other wildlives will have to be dealt as per the guide lines of wildlives protection ACT and policy their on. Payment will be made on actual attempt basis.

- **Gel Treatment for cockroaches & Pests.**
- **Fumigation for Mosquito Control in the Institute-**Fumigation/ Fogging(modern stander) by machine for mosquito/anti larvae/ fly control in the whole campus including under construction building, periphery of boundary wall ,pit, hole, chamber ,any water logging area or body entire campus etc as directed by engineer-in-charge.
- **Termites control in the Institute.**

Anti-Termite (White Ants treatment) with guarantee Anti Treatment shall be done by using reputed brands as per latest ISI specifications. Application by spraying digging plinth/floor, injection holes and cavities in the wall and furniture`s along with fixture after keen observation of spots of termite attack & closing of holes cavities may be ensured in all the furniture in the premises of this office.

(in detail):

1. The tenderer shall carry out regular and periodical preventive services and all urgent calls as and when warranted under the service contract at the approved rates only. The tenderer shall also furnish 24 HRS Helpline telephone numbers, besides Mobile numbers of staff to be deployed and email address, on which they can be contacted if needed at odd hours for any relevant pest control services.

2.General Pest Control/anti rodent/Anti Termite which means eradication of Cockroaches,

Mosquitoes, Flies, Lizards, Termites, rats, snakes. through the use of permitted insecticides as per Government of India and WHO norms. The pest control should cover all the places like space under the tables, chairs, almirahs, on and around the pile of files, wooden furniture, false ceiling, all staircases, lift lobby, on all toilets drain ducts, on all pantry rooms, in all stores and any hidden space under the furniture etc. and should leave no space unattended.

3. Specification and make/quality of chemical/pesticides shall be clearly spelt in the offer/tender, and it should be certified by WHO Pesticide evaluation scheme (WHOPES) for public health utilization and approval with BIS certification. The tenderer should submit the name of the principal or authorized distributor, from where these chemical/pesticides will be procured by them. No chemical/pesticides will be used after its expiry date and it will be subject to quality approvals at the time of use/spraying.

4.(a) If the area covered under this service contract is not provided pest control services for more than one week, the contract fee will be deducted for this period, the amount of penalty would be Rs. 500/- per day per complaint for the period of delay in excess of seven days, besides that any other administrative action will be intimated as deemed fit.

(b) It will be imperative for the firm to attend urgent calls within 48 hours from the time of information received by the company by any means of communication including telephone.

5. The entire job shall be attended on site only, no items, beds/diwan/sofa sets etc. will be taken for pest/termites/bed bug treatment outside IIT Indore campus.

6. Any special chemical/pesticides required for pest control services, if any, during the course of contract, will be arranged by the tenderer himself at its own cost.

7. The contract holder shall provide one preventive service call every week for General Pest Control & GEL Treatment in all the departments/Hostels/offices etc., besides attending to all urgent calls as and when warranted. In case of unsatisfactory services, the Institute reserves the right to debar the firm from awarding further tender for the next 03 years at IIT Indore.

8. Rodent Control: Rodent controlling should be done as per orders and instruction on the subject.

10. No additional payment shall be made if more staff needed at site for completing the urgent work under contract. The representative of the firm should bring their identity cards while attending to the pest control service in Institute/ offices/hostels/various departments.

11. The contractor should provide special care of pest control services during the rainy/peak breeding seasons or any event of unexpected emergency due to nature factor or accidental reasons.

12. The areas covered under scope of work will be wash rooms, corridors, roads & pathways, Roof Top, Projections, Store Space, Lawn, Garden, Open Spaces, Workshop Floor, Office Room, Conference Hall, Seminar Hall, Hostel, Sports Facility center, Classrooms, and Laboratories etc.

13. Firm should ensure cleaning as per time slots provided by IITI.

14. Smoking, chewing pan, consumption of Gutkha, tobacco, alcohol, any other drugs banned by Government of India are prohibited in the premises of Institute.

15. The tenderer should have qualified technical personnel to handle the equipment quoted and shall provide a list of service Engineers with the copy of Identity Cards, who will be deputed for the maintenance job, clearly mentioning their technical qualification and experience.

16. Certified that the quoted rate complies with Minimum Wages Act and all the statutory provisions & rules as applicable. The above rates are inclusive of all taxes (GST or any other tax) payable to government.

Please Note:

- The bidder shall visit the site for assessment of the Quantum and nature of work in each building & structure before the submission of bids with prior intimation. The bidder may quote for each building/structure separately which will be complete Pest Control. In case of under construction floor wise rate may be submitted.

1. Contract shall include complete termites & pest control service including Rodent and Mongoose control etc. with appropriate BSI Mark/ recommended chemicals treatment once in a week. Catching & Disposing of Rats, Snakes and Mongoose will be the sole responsibility of the tenderer. They shall also specify clearly the name/ details of disinfectants/ material to be used by them.
2. Service should be provided every week in each area besides attending to specific complaints as and when warranted. The pest control & termites control should be done in afternoon or as per the requirement of departments. Pest control service/Gel Treatment to be done weekly basis.

A. SUPERVISION–

1. The Supervisor employed by the Contractor shall be responsible to ensure efficient and timely execution of the contract (daily work completion sheet, grant of weekly off, discipline, cleanliness of the institute, manage work, interaction with officer-in-charge for the day to day work).
2. The workers deployed by the Contractors shall maintain personal hygiene and wear prescribed uniform wherever uniform is issued while on duty.
3. The contract personnel shall undergo medical examination at the expense of the contractor to ensure that they are free from any communicable diseases and medical examination certificate to be furnished as and when called for as and when required by the Institute.
4. The contractor shall not lease or sub-contract the whole or any part of the contract to anybody.
5. The contractors should make payment to the workers on the last working day of every month and there should be no linkage between this payment and settlement of the contractor's bill from IITI.

PIC-2

B. PAYMENT CONDITIONS:

- Payment to the Contractor shall be released on monthly basis on basis of submission of bills along with logbook for services rendered in the particular quarter, endorsed by the IITI officer.
- In case of any delay in submission of the bills, the contractor would be required to ensure the payment of its workers by 7th of every month and there should be no linkage between this payment and settlement of the contractor's bill from IITI.
- No advances will be paid and no running bills will be entrained.
- Applicable GST will be paid as per rule.

PENALTIES

- i) The Contractor will attract a penalty of an amount of Rs 3000/- per week in case a person fails to carry out the Pest Control/Fumigation services due to his absence or any other reason which shall recovered from the bills or otherwise.
- ii) The contractor would ensure that all its personnel deployed with this office behave courteously and decently with the employees/officers of this office.
- iii) In the event of failure in maintaining the pest control/fumigation services on any week up to desired standard, in part or full the contractor is liable to a penalty @ Rs 3000/ per week, which shall be recovered from the bills or otherwise.

C. COMMENCEMENT OF WORK:

The Contractor is required to start the work with effect from the specified date of acceptance of the contract. In case it is found that the work has not been taken up from the above date, IITI at its sole discretion may cancel the work order and the EMD /Security Deposit shall be forfeited .

D. CANCELLATION OF CONTRACT:

1. Notwithstanding any other provisions in this contract, IITI reserves the absolute right to terminate the contract forthwith if it is found that continuation of the contract is not in public interest. The contractor is not eligible for any compensation or claim in the event of such cancellation.

ACCEPTANCE CERTIFICATE

I/We.....(Designation)..... of (Name of
the Company) Have read and understood
and hereby accept the above mentioned instructions, general terms & conditions, scope of work and

TENDER No.: IITI/IDO/Maint./Pest control-AMC/2020-21/28 **May 14, 2021**
the entire tender document for the “**End to End solution of PEST CONTROL and allied services**”

FOR IIT

Signature of Authorized Signatory

Company Seal / Stamp

Date:

Place:

ANNEXURE- C
Letter of Consent

To
The PIC
IIT Indore

Date: _____

Tender Ref. No.

Name of Work: ‘End to End solution of PEST CONTROL and allied services FOR IIT INDORE’

I/We understand the nature and quantum of work to be carried out. I/we have read the various conditions to

tender including general conditions and hereby agree to abide by the said terms and conditions. I/We also agree to keep this tender open for acceptance for a period of 180 days from the date fixed for opening the Part I and in case the tender is withdrawn within the validity period or the contract if awarded is not accepted.

The rate quoted is firm and I/we will execute the work as per the rates quoted in the attached schedule and hereby bind myself/ourselves to carry out the work during the entire contract period as per the letter of acceptance of the tender/contract. I/We also hereby agree to abide by the rules and regulations of IITI, general conditions of the contract as amended from time to time and to carry out the work according to the conditions of the contract laid down by IITI.

Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Tenderer(s) with Stamp, Address

ANNEXURE "D"
FORMAT FOR SECURITY DEPOSIT

To,

.....

WHEREAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no. datedto supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee:

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of

guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We further undertake to pay the Purchaser/Service user any money so demanded notwithstanding any dispute or disputes raised by the supplier(s)/vendor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the supplier(s)/vendor(s) shall have no claim against us for making such payment.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

(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

Phone No., Fax No. & e-mail id.

Annexure-B

Chapter – 9

Bill of Quantities

S.No.	Name of Building	Area (in Sqm.)	Monthly Rate in Per Sqm.	Total Amount for total Sqm. per month (inclusive of all taxes applicable)
1	Workshop	2594		

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2	Sophisticated Instrument Centre	1208		
3	Faculty Housing -Narmada	10000		
4	Hub Building	2000		
5	School Building	8628		
6	POD Buildings	43405		
7	Studio Apartment	11025		
8	Hostel	14004		
9	Directors Residence	666		
10	Sports Complex	4257		
11	HVAC Plant	1685		
12	MRS	1041		
13	ESS-07A	271		
14	ESS-05	343		
15	ESS-02	426		
16	WTP	714		
17	UGT-G (SV-22)	174		
18	UGT-B (SV-25)	105		
19	UGT-A (SV-29)	118		
20	STP	780		
21	Entry Gate	19		
22	Hostels (02 Nos.) (unit no. 2 & 3)	28138		
23	Hostel (unit no. 4)	14069		
24	Hostel (unit no. 5)	14069		
25	Health Centre	3775		
26	Library	9264		
27	Administrative Building	8365		
28	Lecture Hall	19706		
29	Dinning Hall	9289		
30	Housing	10000		
31	Gate Complex (1 & 2)	400		
32	Guest house	1425		
33	Balda Farm Area	500		
34	For removal of bee hives	Rate Only		
35	for reptiles treatment for snake and other safe effective and humane pesticides to take care of that nagging etc	Rate Only		
Total Rs. For one month				

Annexure-E

Bid Security Declaration
(To be signed by bidders in lieu of EMD on Company's Letter Head)

To,
Registrar
IIT Indore

This Bid Securing Declaration is made by (Authorized signatory) on behalf of (Company Name) as part of fulfillment of Bid Submission in lieu of Earnest Money Deposit (EMD).

This Bid Securing Declaration is made accepting that if we withdraw or modify our bids during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bid documents, we will be liable for suspension for a period of two years from being eligible to submit Bids for contract with IIT Indore.

Date:
Place:

(Signature of Authorized Person)
With Company Seal