

Tender No. IIMI/IPCM/2014/4

November 19, 2014

NOTICE INVITING TENDER

For Integrated Pest Control & Management Services



सिद्धिमूलं प्रबन्धनम्
भा. प्र. सं. इन्दौर
IIM INDORE

INDIAN INSTITUTE OF MANAGEMENT INDORE

Prabandh Shikhar, Rau - Pithampur Road, Indore - 453556

Phone: +91-731- 2439666,2439400,2439630, 2439636

Fax: +91-731-2439800

Website - www.iimidr.ac.in

Chief Administrative Officer

Notice Inviting Tender and Schedule of Events

Tender No. IIMI/IPCM/2014/4

November 19, 2014

Sealed Tenders are invited under two bid system (Technical Bid and Financial Bid) from reputed, experienced and financially sound parties for the following work:

Name of the Work	Integrated Pest Control and Management Services at IIM Indore Campus
Tender No. & Annual Estimated Value of Contract	IIMI/IPCM/2014/4 Date: November 19, 2014 Rs. 5 lakh per annum (including manpower, material)
Tender Submission Cost (Non Refundable Amount)	Rs. 500/- (Rupees Five Hundred Only) by Demand Draft in favor of Indian Institute of Management Indore payable at Indore
EMD	Rs. 25,000/- (Rupees Twenty Five Thousand Only) by demand draft in favour of Indian Institute of Management Indore payable at Indore
Contract Period	The contract shall be valid initially for three years and the Institute reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to, but not beyond further two years. The performance of the contractor will be reviewed periodically.
Issue of Tender	The Tender document can be downloaded from the Institute website - www.iimidr.ac.in Please refer Tender Section on the Home Page of the Website. Please keep visiting our website for any corrigendum / amendments and submit the bid documents accordingly.
Submission / Receipt of Tender	Up to 15:00 hrs. on December 10, 2014 in the office of Stores & Purchase Officer, Indian Institute of Management Indore Prabandh Shikhar, Rau-Pithampur Road, Indore- 453 556. Tel -0731-2439630 / 631 /636 Fax: 2439800
Pre-Bid Meeting	11:00 hrs on December 3, 2014 for clarifications of queries, if any at above mentioned address.
Opening of Tender (Technical Bid & Financial Bid)	Part - A - Technical Bid The technical Tender documents shall be opened on the same day, i.e. December 10, 2014 at 15:30 hrs. in the presence of authorized representatives of the bidders. Part - B - Financial Bid Financial Bid of the technically acceptable bidders as recommended by the competent committee / authority shall be opened at a later date.
Contact Person (for any clarification during the tendering process)	Stores & Purchase Officer, Indian Institute of Management Indore, Prabandh Shikhar, Rau-Pithampur Road, Indore- 453 556. Tel -0731-2439630/631/636 Fax: 2439800
Proposed Date to Commence the Operations	February 1, 2015

IMPORTANT INSTRUCTIONS

- 1) Read the tender documents carefully before filling.
- 2) Tender forms can be downloaded from the Institute website www.iimidr.ac.in. Please refer Tender section on the Home Page of the Website. **Please keep visiting our website for any corrigendum / amendments and submit the bid documents accordingly.** Completed application should be accompanied by non refundable Demand Draft for Rs. 500/- drawn in favour of "Indian Institute of Management Indore". Application without the prescribed fee and EMD of Rs. 25,000/- drawn in favour of "Indian Institute of Management Indore" will not be considered.
- 3) Tender/Offers may be sent by hand / post /courier to the office of the Tender submission authority namely, Stores & Purchase Officer, Indian Institute of Management Indore, Prabandh Shikhar, Rau-Pithampur Road, Indore-453 556.
- 4) IIM Indore accepts no responsibility for any loss/delay/non-receipt of offers not submitted in person. Offers received late/incomplete are liable for rejection.
- 5) The technical bid will be opened at 15:30 hrs. on December 10, 2014 in the presence of the representatives of the Tenderers who are present.
- 6) The financial bids of only those Tenderers whose technical Tenders are recommended by competent committee / authority will be opened at a later date. The date & time of opening the financial bid will be intimated to the Tenderers in advance.
- 7) The offer of the Tenderer shall be valid for 180 days from the last date of submission of Tender/revised offer (if any). No Tenderer will be allowed to withdraw his tender after submission during the bid validity period (180 days). In case the tenderer does not honour his/her bid, the EMD submitted by the tendering firm would stand forfeited.
- 8) In deciding upon the selection of contractors for the work, great emphasis will be put on the ability and competency of contractors to provide high quality integrated pest control and management services using trained manpower and best quality equipment and material at cost-effective rates.
- 9) IIM Indore reserves the right to accept/reject any Tender in part or full, without assigning any reason whatsoever.
- 10) If the last date of receiving/opening of the Tenders coincides with a holiday, then the next working day shall be the receiving/opening date.

Table of Contents

Sl. No.	Description	Page Nos.
1.	Introduction	5
2.	Eligibility Criteria	5
3.	Scope of Work and Specifications	6
4.	One Bid per Bidder	9
5.	Cost of Bid	9
6.	Visit to the Institute	9
6.	Tender Documents	9
7.	Preparation of Bids	10
8.	Submission of Bids	13
9.	Bid Opening and Evaluation	14
10.	Award of Contract	14
11.	General Terms and Conditions of Contract	15
12.	Obligations of the Contractor	20
13.	Arbitration and Dispute Resolution	22
14.	Jurisdiction of Court	22
	Annexures	
	I. Format of Technical Bid	23
	II. Format of Financial Bid	27
	III. Undertaking	28
	IV. Form of Bank Guarantee for Performance Security	29
	V. Form of Agreement	31

1. Introduction

The Government of India with the support of Government of Madhya Pradesh established Indian Institute of Management Indore in the year 1996. The campus is located on a picturesque hilltop on the outskirts of the city of Indore covering 194 acres of land. State -of-the-art infrastructure and facilities are available on the campus. The architecture of the buildings is wonderful combination of ethnic and modern style. IIM Indore is fully sensitive to environment as well as to physically challenged individuals.

The Institute conducts various long-term as well as short-term programmes in management. All the programmes are compulsorily residential. The programmes participants are provided with excellent facilities of boarding and lodging on the campus.

The Institute is looking for an agency to provide integrated pest management and control services using trained manpower, quality equipment and chemicals / pesticides.

The Institute has adopted highest quality standards for all its activities and the bidder is required to render services meeting stringent standards.

Before filling the tender document, the bidder should visit the Institute to familiarize himself/herself with the various elements of services that are required to be rendered and to understand the quality levels of service that are required to be rendered.

2. Eligibility Criteria

2.1 The intending bidder should have at least 03 (three) consecutive years of experience during the last seven years in providing pest control and management services to reputed Companies / Institutions / PSUs / Central / State Government Organizations and having annual average turnover of Rs. 1.50 Lakh during the last three financial years in similar services as per profit & loss account and balance sheet dully audited by the Chartered Accountant and same should be attached as documentary proof.

2.2 The bidder should have experience of successfully completed similar works in the preceding seven years in any of the above referred organizations as follows:-

- (a) three similar contracts, each valuing not less than Rs. 2 lakh per annum;
or
- (b) two similar contracts, each valuing not less than Rs. 2.5 lakh per annum;
or
- (c) one similar contract valuing not less than Rs. 4 lakh per annum.

- 2.3 The firm must have been registered on or before March 31, 2011 in the similar line of business.
- 2.4 Fresh Solvency certificate from scheduled or nationalized bank for up to Rupees 2.5 Lakh only.
- 2.5 Copy of last three financial year's Income Tax Returns.
- 2.6 Should possess statutory requirement such as labour license, PF, Sales Tax, Service Tax, Shop and Establishment Registration Certificate and PAN card for their existing businesses.
- 2.7 Should possess ISO 9001-2008 in providing pest control and management services.
- 2.8 Should possess Commercial Pesticide Applicator Certificates or Licenses
- 2.9 Should possess requisite license to stock and use restricted chemicals and pesticides.
- 2.10 Should not have been blacklisted by any organization during the last five years.

3. Scope of Work and Specifications

3.1 Area of work: All open and covered area within the boundary of the Indian Institute of Management Indore, Prabandh Shikhar, Rau-Pithampur Road, Indore- 453 556, Madhya Pradesh will be in the scope of pest control and management services to be provided by the contractor.

3.2 The aim and objective of hiring the pest control and management services is to keep the campus free from undesirable pests, rodents and reptiles using the trained manpower, quality equipment and chemicals / pesticides.

3.3 The contractor has to carry out the necessary pest control and management services mainly in respect of the following pests / rodents / reptiles:

- a) Rodents
- b) Mosquitoes
- c) Flies and Flying insects
- d) Silver Fish
- e) Bedbugs
- f) White / Red / Black Ants / Wood Borers
- g) Fungus
- h) Lizards, snake, scorpion
- i) Cockroaches and other general pests
- j) Honey Bees
- k) Termites etc.

3.4 Pest Control Plan and Methods (to be submitted along with Technical Bid)

The Pest control Plan shall consist -

i. Proposed materials and equipment for service: The contractor shall provide current labels and materials safety Data Sheets (MSDS) of all pesticides to be used, and brand names of pesticides application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment, and any other pest control devices or equipment that may be used to provide service.

ii. Proposed methods for monitoring and Surveillance: The Contractor shall describe methods and procedure to be used for identifying sites of pest harborage and access, and for making objective assessments of pest population levels throughout the term of the contract.

3.5 The contractor may use the following material or any other material and methods suitable for the effective pest control:

Sr. No.	Type of Treatment	Name of the chemical / material of the equivalent properties or method for treatment
01	General Pest Control	Non-toxic material
02	Anti-Termite Treatment, cockroaches, Red, Ants, Flies, bed bugs etc.	Chlorophyripos or other suitable material
03	General Disinfestations	Pyrethryum, Deltamethrin, Malathion
04	Rodent and Squirrel Control	Zinc Phosphide, anti - Coagulants & Glue, traps, burrow fumigation, internal and external baiting, mechanical control.
05	Snake and Scorpion Control	Carbolic Acid, burrow fumigation
06	Honey Comb Treatment	By Suitable Method
07	Anti-malaria treatment (Fumigation- Fogging) Mosquito Control	Spraying Pyrethryum, or DDVP or NUVAN, Malathion/ Abate/ BHC powder, anti-larva operations, internal spraying, external spraying
08	Anti-fungus treatment	Spraying of Bacciloacid special or other antifungs agent.

- a) All the chemicals used for different services shall confirm to governing I. S. Codes and EPA certification and also approved under the relevant act. The chemical emulsion prepared should be got tested from the recognized laboratory to meet our specification and should produce the test result from time to time.
- b) Preferably the chemicals should be eco-friendly and odourless.

3.6 Proposed Service Schedule:

Item - A

S. No.	Type of Service	Area to be Treated	No. of Services	Frequency
1	Rodent and Squirrel Control			
	A) Burrow Fumigation	Entire open plot area of IIMI campus area approx. 193 acres.	24 times	Fortnightly
	B) Internal Baiting	All academic and residential building / quarters	24 times	Fortnightly
	C) External Baiting	Adjacent area of all buildings.	24 times	Fortnightly
2	Mosquito Control			
	A) Anti Larval Measures	All water stagnant areas	52 times	Weekly
	B) Internal Spraying	Inside all buildings, area approx. 3.50 lakh Sqmt.*	24 times	Fortnightly
	C) External Spraying	Adjacent area of all buildings.	24 times	Fortnightly
	D) Fogging	Surround the building (All buildings and upcoming buildings)	52 times	Weekly
3.	General Infestation	All office buildings, classrooms, residential and hostel complexes, Mess, Dining halls, Kitchen, Pantry areas of all the buildings	52 times	Weekly
4	Snake / Scorpion Control Dusting & Spraying of Snake Repellent	Area surrounding all buildings and places frequented by IIMI community members	52 times	Weekly and on need basis
5	Honeycomb treatment / removal and anti-fungus treatment	As per direction of the concerned officer-in-charge of pest control operations	On need basis	On need basis

Item - B

S. No.	Type of Service	Area to be Treated	No. of Services	Frequency
1	Anti-Termite Treatment	As per direction of the concerned officer-in-charge of pest control operations	On need basis	On need basis

4. One Bid per Bidder

Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the Partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

5. Cost of Bid

The bidder shall bear all costs associated with the preparation and submission of his bid and the Institute will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

6. Visit to the Institute

The bidder is required to provide pest control and management services to this Institute and is advised to visit and acquaint himself with the area and operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the Institute and is aware of the operational conditions prior to submission of the tender documents.

7. Tender Documents

7.1. Contents of Tender Documents

7.1.1. The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect may result in rejection of the bid.

7.1.2. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

7.2. Clarification of Tender Document

7.2.1. The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the Office of the Stores & Purchase Section / Officer (Outsourced Activities Section) of the Institute.

7.2.3. Except for any such written clarification by the Institute, which is expressly stated to be an addendum / corrigendum to the tender document issued by the Chief Administrative Officer or any other concerned Officer of the Institute and available on the Institute website (www.iimidr.ac.in), no written or oral communication, presentation or

explanation by any other employee of the Institute shall be taken to bind or fetter the Institute under the contract.

8. Preparation of Bids

8.1. Language

The bids and all accompanying document shall be in English or in Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

8.2. Documents Comprising the Bid

Tender document issued for the purposes of tendering as described in Clause 7.1 and any amendments issued shall be deemed as incorporated in the Bid.

8.2.1. The bidder shall, on or before the date given in the Notice Inviting Tender, submit his bid. The tenderer should sign each page with seal.

8.2.2 The Tender Packing Instructions

Envelope 'A' should contain -

- a) Technical Bid with all relevant signed documents as mentioned in Terms and Conditions
- b) Demand Draft for Rs. 25,000/- towards EMD
- c) Demand Draft for Rs. 500/- (Non-refundable) towards Submission Cost of Tender
- d) This sealed envelope should have superscription - TENDER FOR INTEGRATED PEST CONTROL & MANAGEMENT SERVICES - PART 'A'

Envelope 'B' should contain only Financial Bid.

Seal the envelope with superscription "TENDER FOR INTEGRATED PEST CONTROL & MANAGEMENT SERVICES - PART 'B'". Financial Bid should mention only prices in the stipulated format without any condition. The prices shall be filled up both in figures and in words and the total amount shall be calculated and rounded off to the nearest rupee. No overwriting or use of correction fluid shall be accepted.

Envelope Packing Instructions:

Put Envelope - A (PART 'A') and Envelope - B (PART 'B') in sealed cover addressed to Stores & Purchase Officer, Indian Institute of Management Indore, Prabandh Shikhar, Rau-Pithampur Road, Indore- 453 556. Tel -0731-2439630 / 631, Fax: 2439800 with superscription on the cover as "TENDER FOR INTEGRATED PEST CONTROL & MANAGEMENT SERVICES AT IIM INDORE", No. IIMI/IPCM/2014/4 Dated November 17, 2014 and send it so as to reach on or before 15:00 hrs. on December 10, 2014 in the office of Stores & Purchase Officer, Indian Institute of Management Indore.

8.2.3. The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs. 25,000/- (Rupees Twenty Five Thousand only) and Rs. 500/- (non-refundable) towards submission cost of tender in the form of an Account Payee DD in favour of Indian Institute of Management Indore drawn on nationalized / scheduled / commercial bank along with the Tender document. The Bid Security will remain valid for a period of forty-five days beyond the final bid validity period or the extended date of validity of the Tender, as the case may be, whichever is later. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 60th day after the award of the contract.

8.2.4. The Bidder shall furnish the details regarding total number of works, as stated in Clause 2.2(a)(b) and(c), completed in preceding seven years, which were similar works in nature and complexity as in the present contract requiring integrated pest control and management services.

"Similar Works" means execution of pest control and management services using manpower and/or material and equipment. 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 or date of validity of the contract (in case of existing contracts).

8.3. Bid Prices

7.3.1. Bidder shall quote the service charges for providing manpower, equipment, consumables and chemicals and per sq.foot rate for providing anti-termite treatment in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the integrated pest control and management services at Indian Institute of Management Indore. This includes all the liabilities of the contractor such as manpower, cost of uniform, shoes, safety masks and other safety equipment, chemicals, equipment and identity cards of personnel deployed by the contractor and all other statutory liabilities (like Minimum Wages, PF contributions, bonus, service

charges, all kinds of taxes and charges, except service tax which will be paid extra on actual) which should be clearly stated by the contractor.

7.3.2. Conditional bids/offers will be summarily rejected.

8.4. Form of Bid

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder.

8.5. Currencies of Bid and Payment

8.5.1. The Bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

8.6. Duration of Contract

The contract shall be valid initially for three years and the Institute reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to, but not beyond further two years. The performance of the contractor will be reviewed periodically. The Institute reserves the right to terminate the contract without assigning any reason by giving a notice of 45 days. The contractor will also have to serve a notice of 45 days, if he wishes to terminate the contract.

8.7. BID SECURITY:-

8.7.1. Any Tender not accompanied by Bid Security and Tender Submission Cost shall be summarily rejected.

8.7.2. Bid security of the successful bidder shall be returned in due course of time on receipt of Performance Security by the Institute and after signing the agreement.

8.7.3. Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.

8.7.4. Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the Institute.

8.8. Format and Signing of Bid

8.8.1. The bidder shall submit one copy of the Tender document and addenda, if any, thereto, with each page of the document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.

8.8.2. The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.

8.8.3. The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by the Institute, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.

9. Submission of Bids

9.1.1. The bidder shall submit the Technical Bid in a separate sealed cover and the Financial Bid in another sealed cover duly superscribed and both these two sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed.

9.1.2. The sealed cover of Technical Bid should consist of the EMD, Tender Submission Cost and documents as mentioned in the Annex I Format of Technical Bid.

9.1.3. The sealed cover of Price Bid should contain Price bid as per the Annex II Format of Financial Bid in original duly filled in figures and words.

9.1.4. All the sealed covers shall be addressed to the Stores & Purchase Officer, Indian Institute of Management Indore at the address under point no. 8.2.2.

9.1.5. The tender shall remain valid and open for acceptance for a period of 180 days from the last date of submission of tender.

9.2 Late and Delayed Tenders

9.2.1. Bids must be received in the Institute at the address specified above not later than the date and time stipulated in the NIT. The Institute may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the Institute and the Bidder will be the same.

9.2.2. Any bid received by the Institute after the deadline for submission of bids, as stipulated above, shall not be considered and will be summarily rejected.

10. Bid Opening and Evaluation

10.1 Bid Opening:-

10.1.1. The authorized representatives of the Institute will open the Prequalification/ Technical Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time.

10.1.2. The bid of any bidder who has not complied with one or more of the conditions will be summarily rejected.

10.1.3. Conditional bids will also be summarily rejected.

10.1.4. Financial bids of only the technically qualified bidders will be opened for evaluation. The qualified bidders may choose to be present during the financial bids opening process.

10.2 Right to accept any Bid and to reject any or all Bids:-

10.2.1. The Institute is not bound to accept the lowest or any bid and may at any time by giving notice in writing to the bidders or by publishing on the website, terminate the tendering process.

10.2.2. The Institute may terminate the contract if it is found that the agency is black listed on previous occasions by any of the Institutes/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.

10.2.3. The Institute may reject the Bid in the event that the Bid is accepted but the successful bidder fails to furnish the Performance Security or fails to execute the contract agreement.

11. Award of Contract

11.1.1. The Institute will award the contract to the successful evaluated bidder whose bid has been found to be overall lowest among all the categories of price bid and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

11.1.2. The Institute will communicate the successful bidder by facsimile / email or any other means of general communication and confirmed by letter transmitted by Registered post that the bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Intent") will form part of the tender document.

11.1.3. The successful bidder will be required to execute a contract agreement in the form specified in Annexure-V within a period of 15 days from the date of issue of Letter of Intent.

11.1.4. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of 'Letter of Intent' for an amount of Rs. 25,000/- (Rupees Twenty Five Thousand only) in the form of an Account Payee DD from nationalized / scheduled / commercial bank, Fixed Deposit Receipt from nationalized / scheduled / commercial bank, or Bank Guarantee from nationalized / scheduled / commercial bank in an acceptable form (Annexure-IV) in favour of Indian Institute of Management Indore. The Performance Security shall remain valid for a period of 90 days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.

11.1.5. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security.

12. General Terms and Conditions of Contract

12.1 The execution of pest control and management by suitably uniformed and trained manpower with equipment and chemicals, wherever required.

12.2. The pest control and management works are to be carried out as per highest norms/standards and in such manners that all premises always look free from undesirable pests, rodents and reptiles. The contractor should preferably deploy such persons who have prior work experience in managing similar works in large areas.

12.3. It will be the sole responsibility of the contractor that the men engaged are trained and the Institute will not be liable for any mishap, directly or indirectly.

12.4. All the manpower, safety equipment for manpower, chemicals, consumables and equipment for pest control and management are to be procured by the contractor.

12.5 Penalty

Sr. No.	Nature of Errors / Discrepancies	Minimum penalty amount Rs. (Maximum to be decided by the Institute in view of the nature of error(s)).
1	For not attending work as per schedule	Rs. 500/- per day per default
2	Breach of any of the conditions of the contract	Minimum penalty of Rs. 2,000/- per default or suitable higher amount as decided by the Institute or termination of contract and forfeiture of performance security as the case may be.

12.5.1. The penalty will be deducted from contractor's pending bills or through forfeiture of performance guarantee.

12.5.2. In case any public complaint is received attributable to misconduct/misbehaviour of contractor's personnel, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the system immediately.

12.5.3. In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, Institute reserves the right to impose the penalty as detailed below:-

1. 20% of cost of order/agreement per week, upto four weeks' delays.
2. After four weeks delay the Institute may cancel the agreement and get this job to be carried out preferably from other agency from open market. The difference, if any, will be recovered from the defaulter contractor and also shall be black listed for a period of four years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.

12.5.4. If pest control work is not carried out as per the satisfaction of the Officer In-charge or any other person responsible to look after the pest control and management function of the Institute, a penalty of a minor fine of Rs.500/- per such incident or a major fine of Rs.1,000/- per day will be imposed on the contractor depending on the nature of the default. The decision of the Institute will be final and binding in deciding the nature of the default.

12.6. The Institute reserves the right to cancel or reject all or any of the tender without assigning any reason.

12.7. Any act on the part of the tenderer to influence anybody in the Institute is liable to rejection of his tender.

12.8. Every employee so engaged by the contractor shall wear uniform and a badge wearing his/her name, while on duty. The said uniform and badge shall be provided by the contractor at his own cost.

12.9. The contractor shall engage the men/women whose age shall be between 18-60 years.

12.10. The staff engaged by the contractor shall be available all the time as per their duty roster and they shall not leave their place of duty without the prior permission of the authorized officer of the Institute. Adequate supervision will be provided to ensure correct performance of the said pest control services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.

12.11. The contractor shall be responsible to provide immediate replacement to take place of any staff engaged by him, who is not available for duty at the place of posting and such other additional staff as may be required for additional area for which prior information have been given.

12.12. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (Contract Labour (Regulation & Abolition Act 1970), EPF etc. with regard to the personnel engaged by him.

12.13. The contractor shall be liable and responsible to provide all the benefits viz. Provident Fund, Bonus, Gratuity, Leave, etc. to the staff engaged by him. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within seven days of close of every month giving particulars of the employees engaged for the sanitation work. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time, the Institute is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract and will be deposited with RPFC on behalf of the contractor.

12.14. The Institute shall have the right to ask for the removal of any person of the contractor, who is not found to be competent and orderly in the discharge of his duty.

12.15. The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.

12.16. The antecedents of staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the Institute.

12.17. The Contractor will maintain a register on which day to day deployment of personnel will be entered. The contractor will produce the deployment particulars of the personnel engaged during each month, shift wise as and when required.

12.18. All liabilities arising out of accident or death while on duty shall be borne by the contractor.

12.19. The contractor shall be responsible to maintain all property and equipment of the Institute entrusted to it. Any damage or loss caused due to willful act or negligence by contractor's persons to the Institute in whatever shape would be recovered from the contractor.

12.20. The contractor will not be held responsible for the damages/sabotage caused to the property of the Institute due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.

12.21. The payment would be made at the end of every month based on the actual work carried out by the contractor.

12.22. That in the event of any loss occasioned to the Institute, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the Institute, the said loss can claim from the contractor up to the value of the loss. The decision of the Head of the Institute or his authorized representative will be final and binding on the contractor.

12.23. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour (Regulation and abolition) Act, EPF and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor for the Institute.

12.24. The Institute may direct the contractor, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the Institute.

12.25. The contractor shall ensure that its personnel shall not at any time, without the consent of the Institute in writing divulge or make known any trust, accounts matter or transaction undertaken or handled by the Institute and shall not disclose to any information about the affairs of Institute. This clause does not apply to the information, which becomes public knowledge.

12.26. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines.

12.27. Force Majeure

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more, either party may at its option terminate the contract.

12.28. "Letter of Intent" means the letter issued by the Institute to the contractor communicating the date on which the work/services under the contract are to be commenced.

12.29. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Institute for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the Institute.

12.30. The Institute 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.

12.31. During the course of contract, if any of contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the Institute shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.

12.32. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Institute may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Institute from the contractor.

12.33. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Institute, such money shall be deemed to be payable by the contractor to the Institute within seven days. The Institute shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.

12.34. The contractor shall indemnify and hold the Institute harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.

12.35. The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970.

12.36. The contractor shall not employ any person below the age of 18 years and above the age of 60 years. Manpower so engaged shall be trained for carrying out pest control and management services before joining. In addition, Contractor shall also arrange half-yearly training for deployed manpower. During this training, contractor shall have to arrange for substitute for the staff undergoing training.

12.37. Only physically fit personnel shall be deployed for duty by the contractor.

12.38. The Institute shall not be responsible for providing residential accommodation to any of the personnel of the contractor.

12.39. The Institute shall not be under any obligation for providing employment to any of the worker of the contractor during or after the expiry of the contract. The Institute does not recognize any employee employer relationship with any of the workers of the contractor. The workmen engaged by the contractor will not be treated as employees of the Institute.

12.40. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Institute from the contractor.

12.41. If any underpayment is discovered, the amount shall be duly paid to the contractor by the Institute.

12.42. The contractor shall provide the copies of relevant records of pest control and management services during the period of contract or otherwise even after the contract is over whenever required by the Institute.

13. Obligations of the Contractor

13.1. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

13.2. The Institute will deduct Income Tax at source under Section 194-C of Income Tax Act from the contractor at the prevailing rates of such sum as income tax on the income comprised therein.

13.3. The Contractor is required to post his authorized representative at the site of the work who shall receive the instructions from the Officer (to be nominated by the Institute) from time to time. All such instructions received by the authorized representative on behalf of the Contractor shall be deemed to have been received by the Contractor within the scope of this work order.

13.4. The contractor shall be personally responsible for the conduct of his staff and in case of any complaint against any of his staff; the contractor will be under an obligation to change the worker concerned when instructed by Institute. The contractor shall observe all the laws and will be responsible for any prosecution or liability arising from breach of any of those laws. The Institute will not have any responsibility with regard to staff on the role of the contractor what so ever.

13.5. The contractor should arrange weekly off and holidays of all employees as per Labour Act.

13.6. At Institute Daily Attendance Registers will be maintained by the contractor to keep record of personnel on duty and a record of the work done.

13.7. The Contractor shall provide:

i. Uniforms: 2 (two) sets of uniforms to his workers while on duty from out of his service charges. Sufficient number of uniforms would have to be provided so that the worker is always with neat and tidy uniform. It will be strictly monitored and a fine of Rs. 250/- per person per day will be imposed and will be deducted from the service charges of the contractor if the worker is found without uniform.

ii. Identity Cards: The contractor will issue identity cards to his employees. Any worker found without identity card will not be permitted to enter the premises.

iii. Safety items like Mask, Gumboot etc. whenever required.

iv. The contractor will prepare an area-wise list of pest control activities to be periodically carried out.

v. The contract personnel shall undergo medical examination periodically 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.

vi. The contractor shall not lease or sub-contract the whole or any part of the contract to anybody without the prior permission of the Institute.

14. Arbitration and Dispute Resolution

- a. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Director of the Institute.
- b. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Indore, Madhya Pradesh only.

15. Jurisdiction of Court

The courts at Indore, Madhya Pradesh shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

Annex. I. Format of Technical Bid

Sr. No.	Particulars	Details	Self Attested Supporting Document to be enclosed
A. DETAILS OF TENDERER			
1	Name of the Tenderer		
2	Nature of Firm (Individual/ HUF/Pvt. Ltd./ Ltd. company etc.)		Copy of necessary document to be enclosed as per the nature of firm, i.e. Partnership Deed / Memorandum of Association / Certificate of Incorporation etc.
3	Month and Year of Establishment (The firm must have been registered on or before March 31, 2011 in the similar line of business.)		Copy of Registration Certificate under Shop & Establishment Act or any other relevant document
4	Registered Office Address with pincode		---
5	Address for Communication with pincode		---
6	Telephone No. (Office)		---

Sr. No.	Particulars	Details	Self Attested Supporting Document to be enclosed
7	Name of the Authorized Representative with Designation		Authorization letter to be enclosed
8	Cellphone No. of Authorized Representative		---
9	Email ID of the firm		---
10	Website of the firm, if any		---
B. REGISTRATION & OTHER STATUTORY DOCUMENT DETAILS			
1	PAN No.		Copy of PAN Card
2	Service Tax Registration No.		Copy of Service Tax Registration No.
3	Sales Tax Registration No., if any		Enclose copy of the document
4	VAT Registration No., if any		Enclose copy of the document
5	TIN No. if any		Enclose copy of the document
6	EPF Registration No.		Copy of EPF Registration No.
7	ESI Registration No.		Copy of ESI Registration No.
8	Labour License No. of existing business		Copy of Labour License No. of existing business
9	Commercial Pesticide Applicator Certificates or Licenses		Copy to be enclosed
10	ISO 9001-2008 in providing pest control and management services (Mandatory for the bidder without which tender will not be considered for further process)		Copy of certification to be enclosed
11	Requisite license to stock and use restricted chemicals and pesticides.		Copy of certification to be enclosed

B. REGISTRATION & OTHER STATUTORY DOCUMENT DETAILS

Sr. No.	Particulars	Details	Self Attested Supporting Document to be enclosed
11	Fresh Solvency Certificate from scheduled / nationalized bank for up to Rs. _____ Lakh		Enclose the required document
12	Copy of last three year's Income Tax Returns F.Y. 2011-12 F.Y. 2012-13 F.Y. 2013-14		Enclose the required document

C. DETAILS OF TENDER SUBMISSION COST AND EARNET MONEY DEPOSIT (EMD)

1.	Tender Submission Cost Amount (Rs.)		
2.	DD /Pay Order No. and Date		To enclose
3.	Drawn on Bank		
4.	EMD Amount (Rs.)		
5.	DD /Pay Order No. and Date		To enclose
6.	Drawn on Bank		
7.	Valid Upto		

D. DETAILS OF TURNOVER FROM SIMILAR WORKS CERTIFIED BY CHARTERED ACCOUNTANT

Year	Amount (Rs. in Lakh)
2011-12	
2012-13	
2013-14	

E. Have you been blacklisted by any organization during the last five years? Yes / No

F. DETAILS OF EXPERIENCE

Proof of experience as per 2.2 of Eligibility criteria of the Tender document

Sr. No.	Particulars of Criteria	Name of the Firm	Contract Value (Rs. in Lakh)	Period of Contract (in months)	Area of Client Site (in sq. feet)	Copy of contract / work order / completion certificate / Performance Certificate enclosed (Yes/No)
1	Three works each of more than Rs. 2 Lakh during preceding three years					
2	Two works each of more than Rs. 2.5 Lakh during preceding three years					
3	One work of more than Rs. 4 Lakh during preceding three years					

G. Pest Control Plan and Methods - Please provide detailed pest control plan and methods as required under point no. 3.4



Annex. II Format of Financial Bid

Name of the Tenderer _____

Price Schedule - Item - A

Description of Work	Amount in Rs. (including all the taxes and charges, <u>excluding service tax which will be paid extra as applicable</u>)
Integrated Pest Control & Management Services at IIM Indore Campus with manpower, chemicals, material and equipment (As per schedule in Section 3.6 (Page No. 8 of this tender document)	Rs. _____ per month Rupees in Words _____ _____

Price Schedule - Item - B

Description of Work	Amount in Rs. (including all the taxes and charges, <u>excluding service tax which will be paid extra as applicable</u>)
Anti-Termite Treatment, Control and Management on requirement basis	Rs. _____ per sq.foot Rupees in Words _____ _____

Notes:-

1. All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender.
2. The work will be awarded to the respective lowest bidder for each of the above two items.
3. IIM Indore reserves the right to accept/reject any Tender in part or full, without assigning any reason whatsoever.

Signature and Seal of the Tenderer

**Annex. III. UNDERTAKING
(ON BIDDER'S LETTERHEAD)**

To
Indian Institute of Management Indore (IIM Indore)
Prabandh-Shikhar
Rau-Pithampur Road
Indore 453 556.
Madhya Pradesh

Name of the firm/Agency_____

Name of the tender_____ Due date: _____

Sir,

1. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
2. I/We shall provide integrated pest control and management services on daily basis with manpower, chemicals and equipment for the services sought under this contract as per given schedule or as per instructions issued by IIM Indore.
3. I/we have made the site visit in order to evaluate the level of services to be rendered and quoted accordingly.
4. I/We agree that the payment will not be made for the work not carried out to the satisfaction of the Institute.
5. I/We hereby confirm that we have not been black-listed by any corporate or government department / organization on any account.
6. I/We certify that the above information is true and correct in every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the firm may be summarily terminated and firm will be blacklisted.

(Signature of the Bidder)

Name and Address of the Bidder

Telephone Number

ANNEX. IV
FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY
(Refer Clause 11.1.4 of the NIT)

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of _____ between _____ (Name of the Bank) (hereinafter called the "Bank") of the one part and Indian Institute of Management Indore (hereinafter called the "Institute") of the other part.

2. WHEREAS Institute has awarded the contract for integrated pest control and management services for Rs. _____ (Rupees in figures and words) hereinafter called the "contract" to M/s _____ (Name of the contractor) (hereinafter called the "contractor").

3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Institute a Performance Security for a total amount of Rs.25,000/- (Rupees Twenty Five Thousand Only).

4. NOW WE the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Indian Institute of Management Indore the full amount of Rs.25,000/- (Rupees Twenty Five Thousand Only) as stated above.

5. After the Contractor has signed the aforementioned contract with the Institute, the Bank is engaged to pay the Institute, any amount up to and inclusive of the aforementioned full amount upon written order from the Institute to indemnify the Institute for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Institute immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Institute any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. THIS GUARANTEE is valid for a period of _____ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).



7. At any time during the period in which this Guarantee is still valid, if the Institute agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Institute and at the cost of the contractor.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.

9. The neglect or forbearance of the Institute in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Institute for the payment hereof shall in no way relieve the Bank of their liability under this deed.

10. The expressions "the Institute", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the _____day of _____(Month)_____ (year) being herewith duly authorized.

For and on behalf of
the _____Bank.

Signature of authorized Bank official

Name_____

Designation_____

I.D. No._____

Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named
_____ in the presence of:

Witness-1.

Signature_____

Name_____

Address_____

Witness-2.

Signature_____

Name_____

Address_____

ANNEXURE-V
Indian Institute of Management Indore
FORM OF AGREEMENT

THIS AGREEMENT is made on the ___ day _____ (Month) _____ (Year) Between the Indian Institute of Management Indore situated at Prabandh-Shikhar, Rau-Pithampur Road, Indore 453 556 hereinafter called "the Institute", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successor in office and assigns of the one part AND _____ (Name and address of the contractor) through Shri _____, the authorized representative (hereinafter called "the contractor") (which expression shall, unless excluded by or repugnant to the context, be deemed to include its/their heirs, successors, executors, administrators, representatives and assigns) of the other part. Under which the contractor shall provide uniformed and trained personnel and will use its best endeavours to provide Integrated Pest Control and Management Services to the Indian Institute of Management Indore for keeping the Institute free from pests, insects and rodents as mentioned in the tender document no. IIMI/IPCM/2014/4 dated 13 November 2014.

NOW THIS AGREEMENT WITNESSETH as follows: -

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - a. Notice inviting Tender;
 - b. Tender Document
 - c. Addendums, if any;
 - d. Letter of acceptance of award of contract;
 - e. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the Institute to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the employer to execute and provide the integrated pest control and management services w.e.f _____ as per the provisions of this Agreement and the tender documents.
4. The Institute hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per the provisions of this Agreement and the tender documents, the contract price of Rs. _____ (_____ Rupees in words).



5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions therefrom as may be made under the provisions of the contract at the times in manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Contractor
Signature of the authorized official

For and on behalf of the Indian
Institute of Management Indore

Name of the official
Stamp/Seal of the Contractor

Name of the Officer
Stamp/Seal of the Employer

By the said
_____Name
on behalf of the Contractor in
the presence of:

By the said
_____Name
on behalf of the Employer in
the presence of:

Witness _____
Name _____
Address _____

Telephone No: _____

Witness _____
Name _____
Address _____

Telephone No: _____