

Notice Inviting e-Tender for

Annual Maintenance Contract (AMC) for Pest Control Service in & around the premises of Hospital and Housing Complex, AIIMS, Bhubaneswar

(File No. : AIIMS/BBSR/Engg/543)



अखिलभारत संस्थान,
All India Institute of Medical Sciences
Engineering Branch, Bhubaneswar(Odisha)-751019
www.aiimsbhubaneswar.edu.in

NIT No. : **AIIMS/BBS/Engg./ 003 /2020-21**
NIT Issue Date : 14th May 2020
Last Date of Submission : 28th May 2020 (by 1400hours)

“Certified that, this tender document contains **31 (Thirty One)** Pages only”.

**Executive Engineer (Civil)
Project Cell, AIIMS, Bhubaneswar**

**Government of India, Ministry of Health & Family Welfare
AIIMS, Bhubaneswar**

Name of Work : ***Annual Maintenance Contract (AMC) for Pest Control Service in & around the premises of Hospital and Housing Complex, AIIMS, Bhubaneswar.***

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ALL INDIA INSTITUTE OF MEDICAL SCIENCE, BHUBANESWAR
NOTICE INVITING e-TENDER

(a)	Name of Work	Annual Maintenance Contract (AMC) for Pest Control Service in & around the premises of Hospital and Housing Complex, AIIMS, Bhubaneswar.
(b)	Tender (NIT) No.	<u>AIIMS/BBS/Engg./ 003 / 2020-21</u>
(c)	Contract Period	01 (One) Year.
(d)	Estimated Cost	Rs. 23,13,936/- (Rupees TWENTY THREE LAKH THIRTEEN THOUSAND NINE HUNDRED AND THIRTY SIX only)
(e)	Earnest Money Deposit (EMD)	Rs. 46,300/- (Rupees FORTY SIX THOUSAND AND THREE HUNDRED only)
(f)	Performance Security (Bank Guarantee)	5% of Tendered Cost.
(g)	Security Deposit	NA.
(h)	Tender documents will be Issued From	Download from Institute Website. (i.e. www.aiimsbhubaneswar.nic.in , www.tenderwizard.com / AIIMSBBSR , www.eprocurement.gov.in).
(j)	Last Date, Time & Place of Submission	By 28th May 2020 at 1400 Hours through online.
(k)	Date, Time for opening of Technical Bid	On 28th May 2020 at 1530 Hours.

1. The time of submission of Tender is **28th May 2020 by 1400 Hours**. The indenting Bidder must read the Terms & conditions of AIIMS, Bhubaneswar carefully. He/They should only submit his/her/their bid if he/she/they consider himself/themselves eligible and he/she/they is/are in possession of all the documents required.

2. Information and Instructions for bidders posted on website shall form part of bid document.

3. The Bid documents consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms & conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.aiimsbhubaneswar.nic.in Or www.tenderwizard.com / AIIMSBBSR.

Executive Engineer (Civil)
AIIMS, Bhubaneswar

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING

The Executive Engineer (Civil) , AIIMS, Bhubaneswar invites on behalf of Director, AIIMS, Bhubaneswar, Item Rate Tender from firms/contractor of repute in Two (02) Bid system (Technical & Financial respectively) from approved/registered and eligible contractors of CPWD, AIIMS, State PWD like and other eligible firms having successfully completed works of similar nature as per eligibility condition and for the Work as per the details as follows :-

Ser. No.	Description	Details
(a)	NIT No.	<u>AIIMS/BBS/Engg./ 003 / 2020-21</u>
(b)	Name of Work	<i>Annual Maintenance Contract (AMC) for Pest Control Service in & around the premises of Hospital and Housing Complex, AIIMS, Bhubaneswar.</i>
(c)	Estimated Cost	Rs. 23,13,936/- (Rupees TWENTY THREE LAKH THIRTEEN THOUSAND NINE HUNDRED AND THRITY SIX only)
(d)	Earnest Money	Rs. 46,300/- (Rupees FORTY SIX THOUSAND AND THREE HUNDRED only)
(e)	Period of Completion	01 (One) Year
(f)	Last date and time of online submission of tender	By 28th May 2020 at 1400 Hours through online.
(g)	Time and date of online opening of Documents	On 28th May 2020 at 1530 Hours.
(h)	Time and date of opening of Online Financial Bids	To be intimated later.
(j)	Period during which <u>hard copies of EMD (in Original), Registration Certificates, Undertaking and other Documents to be submitted to the Office of EE (Civ.) by the Lowest Bidders.</u>	Only the Lowest Bidder (L-1 Bidder) shall have to submit/deposit the Original Instrument for EMD (Demand Draft) and Self Certified copies of other Eligibility Documents with the Executive Engineer (Civil) calling the Tender within 01 (One) Week of the opening of Financial Bid.

- The intending bidder must read the terms and conditions of Tender document carefully. He should submit his bid if he considers himself eligible and he is in possession of all the certificates / documents required.
- Information and Instructions for bidders for e-tendering posted on website shall form part of bid document.
- The bid document consisting of NIT, 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 <http://www.tenderwizard.com/AIIMSBBBSR> or www.aiimsbhubaneswar.nic.in free of cost.
- For e-tendering of this tender, AIIMS has engaged e-portal maintained by M/s ITI Limited, Bhubaneswar. Intending bidders shall have to register with M/s ITI Limited, Bhubaneswar to participate in the tendering process. For details kindly visit website <http://www.tenderwizard.com/AIIMSBBBSR> or contact Shri SANJEEB MAHAPATRA (Mobile No. 7377708585). If needed they can be imparted training on online bidding process as per details available on the website.

5. **The intending bidders must have valid class-III digital signature to submit the bid.**
6. **Eligibility Criteria.** The prospective Bidders should have :-
- (a) **Experience of having successfully completed Work (One Work) in Govt./PSU during last Seven Years ending 31st Mar 2020** costing not less than **Rs. 23 Lakhs** to the one in which the Tenders are invited. Sufficient Documentary Proof in support of the above must be submitted along with the Techno-Commercial Bid (**Note** :*“Similar Work” means Pest Control Measures*).
- (b) Average Annual Financial Turnover during the last three (03) Years should be at least 50 Lakhs or more.
- (c) The Bidder must have one Provident ESIC Code, EPF Code, Income Tax PAN and GST Registration Photocopies of these documents must be submitted along with Techno-Commercial Bid.
- (d) The firm should not have been Black Listed/Debarred by Govt. or any PSU during last 05 (Five) Years.
7. The bid can be submitted only after depositing e-tender Processing Fee in favor of ITI Limited and uploading the mandatory scanned documents as specified within the period of bid submission.
8. Copies of eligibility documents and EMD as specified in the notice inviting tender shall be scanned and uploaded on the e-tendering website within the period of tender submission. Bidders can upload documents in the form of JPG format, PDF format and any other format as permissible by the e-tendering portal.
9. Bidders must ensure to quote rate of each item. The column meant for quoting rate in figures appears in dark yellow colour and the moment rate is entered, it turns sky blue. 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 bidder, rate of such item shall be treated as "0" (ZERO). After submission of the bid online the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
10. After submission of bid online, it can be revised any number of times before specified time on last date of submission of bid. While submitting the revised bid, bidder can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
11. Financial bids shall be opened online only for bidders for whom EMD and other documents are found in order and who are found to be eligible to bid for work. On opening date, the bidder can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
12. If the contractor is found ineligible after opening of bids, his bid shall become invalid.
13. If any discrepancy is noticed between the eligibility documents as uploaded at the time of submission of bid and hard copies as submitted physically by the bidder, the bid shall become invalid and.
14. Agreement shall be drawn with the successful bidders on prescribed Form of AIIMS, BHUBANESWAR which is available against the Tender Documents. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
15. **The site for the work is readily available.**

16. **The Bidders shall have to scan & upload the following Eligibility Documents within the period of bid submission :-**

- (a) Demand Draft of any scheduled Bank against EMD in favor of AIIMS, Bhubaneswar.
- (b) **Certificates of Work Experience & Completion Certificate of Similar work from Client not below the Rank of Executive Engineer, as mentioned in Ser. No. - 4, Page No. - 7 refer under Eligibility Criteria.**
- (c) Certificate of Registration for GST and acknowledgement of Clearance up to date filed return.
- (d) Copies of Contractor's License or Registration of the Firm.
- (e) Copies of ESI Registration.
- (f) Copies of EPF Registration.
- (g) Declarations to be given by the Tenderers (as per Page 09).
- (h) **Details of Work Completed during last 07 (Seven) Years (Appendix `A') and Detailed Information of Bidder (Appendix `B') duly completed and signed by the Bidder(as per Pages 15 & 16).**

NOTE :- Only the Lowest (L-1) Bidder shall have to submit/deposit the Original Instrument for EMD (Demand Draft) and Self Certified copies of other Eligibility Documents with the Executive Engineer calling the Tender within 01 (One) Week of the opening of Financial Bid otherwise AIIMS Shall reject the Bid and also take action to debar from Tendering in AIIMS".

17. Information & Instruction for Contractor will form Part of NIT.

18. **The successful Contractor will** require to sign an Agreement on Stamp Paper of Rs. 100/- with Notary and furnish a **Performance Guarantee** of 05% (Five Percent) of contract Value after receiving Notification of Award within 02 (Two) Weeks from the date of issue of Notification of Award **in the form of Fixed Deposit Receipt (FDR)** from any Nationalized Bank duly pledged which shall be encased & kept for a period of 60 (Sixty) days beyond completion of all the Contractual Obligations **OR Bank Guarantee (BG)** from any Nationalized Bank in favor of **"AIIMS, Bhubaneswar"** which shall be valid for a period of 60 (sixty) Days beyond completion of all the Contractual Obligations. The Security Deposit can be forfeited by order of this Institute in the event of any breach of negligence or non-observance of any condition of Contract or for unsatisfactory Performance or non-observance of any condition of the contract. Performance Security will be discharged after completion of contractor's Performance Obligations (including Warranty/Guarantee Period) under the contract. In case the Contractor fails to deposit the said Performance Guarantee within the period including the extended period if any, the Earnest Money Deposited by the Contractor shall be forfeited automatically without any notice to the Contractor. The Specimen Copy of Bank Guarantee is as per Appendix `A'.

19. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the mean suffices 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 bid. A bidders 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 bidders shall be responsible for arranging and maintaining at his 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. **Recovery will be made suitably for use of electricity, materials (re-used), etc. as decided by the engineer-in-Charge.** Submission of a bid by a bidders 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 to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

20. The Competent Authority on behalf of Director, AIIMS, Bhubaneswar does not bind itself accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.

21. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
22. The Competent Authority on behalf of Director, AIIMS, Bhubaneswar reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
23. 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 bid or engagement in the contractor's service.
24. The bid for the works shall remain open for acceptance for a period of 180 (One Hundred and Eighty) days from the date of opening of bid incase bids are invited on 02/03 bid system if any bidders withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid 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 bidders shall not be allowed to participate in the re-bidding process of the work. This notice inviting Bid shall form a part of the contract document. The successful bidders/contractor, on acceptance of his bid 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 Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid at the time of invitation of bid and the rates quoted at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - (b) Standard and make C.P.W.D. Form 7/8 or other Standard and make C.P.W.D. Form as applicable.
25. Delayed/Late/Conditional quotations/Tenders shall not be accepted at all.
26. **Security Deposit equal to 05% of the Material Value will be deducted from the Bills of the Contractor .**
27. (a) The Income Tax as applicable shall be deducted from the Bill unless exempted by the Income Tax Department.
- (b) 02% TDS on account of GST if applicable will be deducted.
 - (c) Labour Cess @ 01% will be deducted from the Bill.
28. After the evaluation of the Bid(s), AIIMS, Bhubaneswar will award the contract to the lowest evaluated responsive tenderer. Conditional Bid will be treated as unresponsive and will be rejected.
29. All the work shall be completed within **01 (One) Year** from the date of issue of work Order by the Institute. All the aspects of safe installation shall be the exclusive responsibility of the Contractor. If the contractor fails to complete the work on or before the stipulated date, than a penalty at the Rate of 0.50% per week of the total order value shall be levied subject to maximum of 10% of the total order value.
30. For any dispute, Competent Authority of the AIIMS, Bhubaneswar is the appropriate authority to resolve.
31. All arbitration shall be held in accordance with the provision of the arbitration and conciliation Act-1996 and the venue of arbitration shall be at Bhubaneswar. The decision of the Arbitrator shall be final and binding on both the Parties.

32. The Technical Bid(s) shall be opened first by the duly constituted committee & in presence of Representatives of Bidders (if available or not) **on 28th May 2020 by 1530 Hours**. Financial Bid of Bidders, whose Technical Bids is found to be eligible, will be opened later, in presence of Bidders or the representatives (if available or not). The Date & Time of opening of financial Bid will be intimated to eligible Bidder(s) in time. After the evaluation of the Bid(s), AIIMS, Bhubaneswar will award the contract to the Lowest Evaluated Responsive Tenderer. Conditional Bid will be treated as unresponsive and will be rejected.

33. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Bhubaneswar (Odisha), India only.

34. Bidder shall submit a copy of the Tender Document and Addendum/Corrigendum thereof if any, with each page of this document should signed and stamped to confirm the acceptance of the entire Terms & conditions as mentioned in the Tender Enquiry document.

35. All the work should be done as per CPWD Specification and relevant Codes.

Executive Engineer (Civil)
AIIMS, Bhubaneswar

DECLARATIONS TO BE GIVEN BY THE TENDERERS

It is to certify that :-

(a) I /We have gone through CPWD W-8 amended up to correction Slip No.6 as available on website www.tenderwizard.com / www.aiimsbhubaneswar.edu.in or in the office of Superintendent Engineer and I/We agree with the terms and conditions of it and understood that it will form part of the agreement.

Date : _____

Signature of the Tenderer

(b) “I,S/o Shri resident of hereby certify that none of my Relative(s) as defined in Paragraph 14 of CPWD W-6 is/are employed in AIIMS Civil Zone, Odisha. In case at any stage, it is found that the information given by me is false/incorrect, AIIMS shall have the absolute right to take any action as deemed fit without any prior intimation to me”.

Date : _____

Signature of the Tenderer

NOTE : - (To be certified by all the partners in case of partnership firms, by all the directors in case of companies).

(c) “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, it is stated that, if such a violation comes to the notice of Department, than I/We shall be debarred for bidding in AIIMS in future forever. Also, if such a violation comes to the notice of AIIMS, Bhubaneswar before date of start of work, the Superintending Engineer shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee”.

Date : _____

Signature of the Tenderer

(d) ***“In Case I/We become the Lowest Bidder, the Original Instrument for EMD (Demand Draft) and Self Certified copies of other Eligibility Documents shall be deposited by me/us with the Executive Engineer calling the Tender within 01 (One) Week of the opening of Financial Bid otherwise AIIMS Shall reject the Bid and also take action to withdraw my/our enlistment/debar me/us from Tendering in AIIMS”.***

Date : _____

Signature of the Tenderer

SPECIAL CONDITIONS OF CONTRACT

Name of Work : ***Annual Maintenance Contract (AMC) for Pest Control Service in & around the premises of Hospital and Housing Complex, AIIMS, Bhubaneswar.***

1. **Scope of Work.**

(a) The Tenderer shall require to carry out regular and Periodical Pest control measures for entire premises of AIIMS, Bhubaneswar (Residential Complex, Staff Quarters, Hostels, Medical College, Hospital Complex including all the open areas etc.).

(b) The Tenderer shall carry out the 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 the **24 Hours Help Line Telephone Numbers**, besides Mobile Numbers of Staff to be deployed and e-Mail Address, on which they can be contacted.

(c) the Tenderer should quote Rates for Disinfestations, Control and Treatment of General Pest & Gel Treatment for Cockroaches, Bed Bugs, Bat, Ply, Rates etc. and Termites Control, I the entire area of Hospital, Wards/Offices as per the enclosed schedule. 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 and it should be valid for the Contract period i.e. for 01 (One) Year.

(d) General Pest control/Anti-Rodent/Anti-Termite which means eradication of Cockroaches, Mosquitoes, Flies, Lizards, Termite, Rates etc. through the use of permitted insecticides as per Government of India and WHO Norms. The Pest Control should cover all the reachable places lime 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.

(e) Specification and Make/Quality of Chemicals/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 of Authorized distributor, from where these Chemical/Pesticides will be procured by them. Number of Chemical/Pesticides will be used after its expiry Date and it will be subject to quality approvals at the time of use/spraying.

2. If the Area covered under this Service contract is not provided Pest Control Service 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 24 Hours, besides that any other Administrative action will be initiated as deem fit.

3. It will be imperative for the firm to do attend the urgent calls within 72 Hours from the time of informed received by the Company by any means of communication including Telephone.

4. 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 of AIIMS Campus.

5. The 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.

6. The Contract Holder shall provide one preventive service call every month for General Pest Control & GEL Treatment in all the Department/Wards/OTs/ICUs/Offices etc., besides attending to all urgent calls as and when warranted. In case of unsatisfactory Services, the AIIMS, Bhubaneswar reserves the right to debar the Firm from awarding further Tender **for the next 05 (Five) Years in AIIMS, Bhubaneswar.**

7. **Rodent Control.** Rodent controlling should be done as per orders and instructions on the subject.

8. Tenderer must ensure 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 cost.
9. The Contractor shall deploy qualified and experienced Staff to attend the work in time as per the requirement, they should carry Identification Card issued by the Contract Holder and any change of the Staff due to attrition in the Company is to be informed to the Executive Engineer (Civil), AIIMS, Bhubaneswar.
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 Hospital/Wards/Various Departments etc.
11. The Contractor should provide special care of Pest Control Services during the Rainy/Mosquito Breeding Season or any event of unexpected Emergency.
12. All the Termites Job carried out by the Tenderer shall have a Guarantee of Twelve Months (12 Months) from the Date of Completion.
13. The Tenderer shall quote Lowest Rate only and in case they are charging still lower in other Govt. Department/Hospital, this Hospital shall have the right to award contract all the similar lowest rates only. The Tenderer shall quote a Certificate to this effect on all their Bills.

14. **Safety Precautions.**

- (a) **It is the responsibility of the Contract Holder** that, the services of pest Control is user friendly i.e. there should not be any danger poisoning/terrible smell/infection which may cause any disease/untoward to the patient or Health Care Provider.
- (b) AIIMS, Bhubaneswar will not be under any liability to pay any compensation to the persons deployed by the contractor if they sustain any injury etc. while discharging the Duties in the premises. The Contractor shall get those insured against any liability under the Employee Compensation Act or any accident at its own cost and should be responsible for the safety of shall be made good by the Tenderer. The Contractor shall be responsible for any poisoning or untoward reaction due to poor quality incorrect/outdated Pesticides/Chemicals used by your firm during spraying, as per the law of State for the same.
- (c) Smoking, Chewing Pan, Consumption of Gutkha, Tobacco, Alcohol and any other Drugs banned by Government of India are prohibited in the premises of Hospital/Equipment installed.
- (d) No unauthorized person should be allowed in the premises of the Hospital/Wards.

15. **Conditions.**

- (a) The tenderer shall have at least three years of similar job experience for the similar type of work in the Hospitals/Health Care Centers and should enclosed documentary evidence to this effect from any recognized Hospital/Department/government/Semi-Government Organizations.
- (b) the tenderer shall furnish a Non-Blacklisting/Non-Debaring Certificate that the firm has not been Blacklisted in the past by any Government/Private Institutions. The Tenderer and Supplier has to give an affidavit on Non-Judicial stamp paper of Rs 10/- duly attested by notary that there is no vigilance/CBI case pending against the Firm/Supplier and the Firm has not been Blacklisted/Debarred in the past by any Government or Private Organizations.
- (c) The Firm should have Officer in Bhubaneswar.
- (d) Minimum turnover of firm should not be less than Rs. 15 Lakh during last Financial Year 2016-2015.

- (e) The firm should have Valid License (renewed every year) for executing Pest Control Operation and issued by Plant Protection Officer of Odisha State under Ministry of Agriculture.
- (f) If the supplier/contractor fails to complete the work, within due dates, the supplier shall pay or allow the AIIMS 0.50% per week of the monthly contract value subject to maximum 10% of the monthly contract value.
- (g) The firm should quote Rates taking into account the scope of work as mentioned and the Rates should be quoted for the whole one year. For the purpose of comparison of financial bid, the Firm whose quoted Rates (inclusive of Taxes, Levies etc.) for total period of validity are lowest, will be selected.
- (h) The Firm should be maintaining Pest control Services in any Central/State Govt. Dept., PSU's, Autonomous Bodies, Large Industrial/Educational campus/Corporate Super specialty Hospitals.
- (j) The Bidder must have adequate experience of execution of similar work in Central/State Govt. Dept., PSUs, Autonomous Bodies, Large Industrial/Educational Campus/Corporate super Specialty Hospitals. Necessary supporting documents like Work Orders, Work completion Certificate, Payment Certificate etc. for last Two Years to this effect must be submitted along with the Offer.
- (k) The Tenderer shall produce GST (Service Tax) Registration Certificate & PAN from the concerned authority and copy of latest Return (to be enclosed).
- (l) The tenderer should be registered with the commercial Taxes Department and should enclose copy of latest valid Clearance Certificate and TIN Number. In case, this is not applicable to their Trade Exemption Certificate may be enclosed.
- (m) 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.
- (n) 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.
- (o) The Contractor shall furnish the names, permanent & local address and Police Verification Report of the Pest Control Workers being posted at AIIMS, Bhubaneswar premises along with their latest Photographs.
- (p) The Agency shall be absolutely responsible for the payment of Salary and all other Statutory obligations for the workers employed on account of Satiety/Wages Bonus, Arrears, Employment, Termination Benefit, Compensation or other claim whatever and the AIIMS, Jodhpur has no connection in relation to such matters.
- (q) The agency has to provide 4 no of man power i.e 1 technician and 3 Sprayer for the proper functioning of pest control work. The agency should alert for 24*7 hour during emergency situation i.e any function in AIIMS premises and VVIP visit.

16. Intending Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Tenders to the nature of the Site. The 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 Circumstance which may influence or effect their Tender. A Tenderer shall be deemed to have full knowledge of the site where he inspects it or not and no extra changes consequent on any misunderstanding or otherwise shall be allowed. Submission of Tender by a Tenderer implies that he has read this Notice and all other contract documents has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which Stores, Tools and Plants etc., will be issued to him by the government and Local conditions and other factors having a bearing on the execution of the work.

17. **Validity.** The Quoted Rates must be valid for a period for 180 Days from the date of closing of the Tender. The overall offer for the assignment and Bidder(s) Quoted Price shall remain unchanged during the period of validity. If the Bidder quoted validity shorter than the required period, the same will be treated as unresponsive and it may be rejected. In case the Tenderer withdraws, modifies or change his offer during the validity period, Bid is liable to be rejected and the Earnest Money Deposit shall be forfeited without assigning any reason thereof. The Tenderer should also be ready to extend the validity, if required, without changing any Terms & Conditions etc. of their Original Tender.
18. **Authority of Person signing Document.** A person signing the Tender Form or any Documents forming part of the contract on behalf of another shall be deemed to Warranty, that he has authority to bind such other and if, on enquiry, it appears that the person so, signing had no authority to do so, the AIIMS, Bhubaneswar may without prejudice to the Civil and Criminal remedies cancel the Contract and held the signatory liable for all cost and damages.
19. **Signing the Contract.** The successful Bidder shall be required to execute the Contract Agreement accepting all Terms and Conditions stipulated therein on a Non-Judicial Stamp paper of Rs 100/- (Rupees ONE HUNDRED only) along with Performance Security within 15 (Fifteen) Days of issue of the Letter of Notification of Award (Work Order). In the event of failure on the part of the successful Bidder to sign the Contract within the period stipulated above, the EMD shall be forfeited and the acceptance of the Bid shall be considered as Cancelled.
20. **Arbitration.** The Arbitration shall be held in accordance with the provision of the Arbitration and Conditions Act, 1996 and the venue of Arbitration shall be at Bhubaneswar. The decision of the Arbitrator shall be final and binding on the both parties.
21. **Payment Terms.**
- (a) Payment to the successful Bidder shall be released on Monthly Basis on submission of Log Book for the Services rendered in the Particular Quarter.
 - (b) The Firm should provide purchase proof of Chemicals with the Bill (Either Purchased from the Manufacturer or from their Authorized Stockiest) and copies of Test Report for all Batches of Chemicals, WHO Certificate, BIS/ISI Specification and MSDS of all Chemicals using in the Hospital to maintain quality and genuineness of Chemicals being used. The Hospital reserve all the right to sent the sample/chemical which is being used by the Firm, for testing in the approved Laboratories.
 - (c) No advance payment will be made by the Director, AIIMS, Bhubaneswar.
22. **Breach of Terms & Conditions.** In case of Breach of any Terms & Conditions as mentioned above, the Competent Authority, will have the right to reject the Bid and any stage without assigning any reason thereof and nothing will be payable by AIIMS, Bhubaneswar in that event the EMD shall also stands forfeited.
23. GST if applicable extra, should be clearly mentioned, otherwise no GST charges will be paid.
24. The Rate should be quoted, unit wise, individually both in figures and in words for disinfestations and control activities at AIIMS, Bhubaneswar. Taxes if any payable extra should be mentioned in the Tender, failing which such Claims will not be entertained. Any corrections in the Tender should be attested.
25. The Income-Tax as applicable shall be deducted from the Bills unless exempted by the Income -Tax Department.
26. The Bidder shall submit a copy of the tender document and Addendum/Corrigendum thereto if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire Terms & Conditions as mentioned in the Tender Enquiry Document.

27. After due evaluation of the Bid(s), AIIMS, Bhubaneswar will award the Contract to the lowest evaluated responsive Tenderer. Conditional Bid will be treated as un-responsive and will be rejected.
28. The Tenderer should take care that the Rates and Amount written in such a way that interpolation is not possible. No blanks should be left, which would otherwise the Tender liable for Rejection.
29. Legal Jurisdiction. Any disputes are subject to exclusive jurisdiction of Competent Court and forum in Bhubaneswar, Odisha, India only.
30. Applicable Law. The Contract shall be governed y laws and procedures established by Govt. of India within the framework of applicable legislation and enactment made from time to time concerning such commercial dealing/processing.

Executive Engineer (Civil)
AIIMS, Bhubaneswar

FORM FOR DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST 07 (SEVEN) YEAR

Ser. No.	Name of Work/ Project	Location	Owner or Sponsoring Organization	Cost of Work in Lakhs	Date of Commencement as per Contract	Stipulated date of Completion	Actual date of Completion	Litigation/ Arbitration pending/ In progress with details	Remarks
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(j)	(k)
1.									
2.									
3.									
4.									
5.									
6.									
7.									

(Authorized Signature of the Bidder with Seal)

FORM FOR DETAILED INFORMATION BY BIDDER

Name of Firm/Contractor/Supplier	:
Complete Address and Telephone Number	:
Name of Proprietor/Partner/Managing Director/Director	:
Phone Number	:
Mobile Number	:
e-Mail ID	:
Name and address of service centre nearby Bhubaneswar	:
Whether the firm is a registered Firm (Yes/No. Attach Copy of Certificate)	:
PAN Number. (enclose the attested copy of PAN Card)	:
Service Tax Number. (enclose the attested copy of VAT Certificate)	:
GST Number (enclose the attested copy of VAT Certificate)	:
Whether the firm has Uploaded the Bank Draft/ Pay Order/ Banker's Cheque of Earnest Money Deposit (EMD).	:
Whether the Firm/Agency as signed each and every page of Tender/NIT	:
EPF No. (Enclose the attested copy of EPF Registration Certificate)	:
ESI Code.	:
Any other information, if necessary.	:

(Authorized Signature of the Bidder with Seal)

Details of Area

Part A. Pest control in Whole Campus (General Pest & Rodent Control).

Disinfection shall be done using reputed brand marked ISI Spraying the entire premises of AIIMS Hospital 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 kind of Flying and Crawling Insects, Beetles-Pests such as Mosquitoes, Carpets Moths, Silver Fish, Cockroaches, Lizards, Bugs and removal of Honey Bee Hives 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 Chemicals should be branded ISI Marked products of a Company.

Part B. Gel Treatment for Cockroaches.

Part C. Anti-Mosquito fogging in the Hospital.

Fogging by Machine for Mosquito control in the whole Campus.

Part D. Termites Control in the Hospital.

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 along with Fixture after keen observation of spots and Termite attack and closing of hopes cavities may be ensured in all the furniture in the premises of this Office.

Note(s) :-

1. Contract shall include complete Termites & Pest Control Service including rodent Control etc. with appropriate BSI Mark/Recommended Chemicals Treatment once in a Week. Catching & Disposing of Rats will be the sole responsibility of the Tenderer. They shall also specify clearly the Name/Details of Disinfectants/Materials to be used by them.
2. Bidder shall give Termite Rate separately.
3. 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 the requirement of the Department. Pest Control Service/Gel Treatment to be done weekly basis.
4. The Firm should depute sufficient personnel/Workers daily in Hospital for the Pest Control Services in the premises of the Hospital.
5. Rate shall be quoted against each item on this form or on the letterhead of the firm by typing only and submitted; no overwriting and fluid will be allowed.

List of Chemicals

All the Chemicals used should be certified by WHO under WHO Pesticide Evaluation Scheme (WHOPES) for Public Health Utilization and approval with BIS Certification mentioned in the Table below. It shall be used in recommended doses as per Guidelines. Alternate Chemical to be used in lieu interspersed with the Principal use Chemical to prevent Development of Resistance.

Ser. No.	Nomenclature of Principal use Chemical with Concentration	Mode of Dilution and Application	Anti-Dote	Nomenclature of Alternate Chemical with Concentration	Mode of Dilution and Application	Anti-Dote
1.	Synthetic Pyrethorid 10% WP (i.e. Cyflothrin 10WP/ Bifenthrin 10% WP/ Lambda Cyhalothrin 10 WP) (WHOPES Certificate for Public Health use)	Surface Treatment	MSDS to be Submitted	Carbamate Group Propoxur 20% EC (BIS Certified)	Water Soluble and Surface Treatment	MSDS to be Submitted
2.	Synthetic Pyrethorid (i.e. Cyfluthrin 05% EW/ Beta Cyfluthrin 2.45 SC/Lambda Cyhalothrin 2.45 CS/ Deltamethrin 2.5 SC) (WHOPES Certificate for Public Health use)	Water Soluble and Surface Treatment	MSDS to be Submitted	Carbamate Group Propoxur 20% EC (BIS Certified)	Water Soluble and Surface Treatment	MSDS to be Submitted
3.	Imidaclopride 2.15% Gel (CIB Registered)	Spot on Drop/ Gel Treatment	MSDS to be Submitted	Fipronil 0.03/0.05% Gel (CIB Registered)	Spot on Drop/ Gel Treatment	MSDS to be Submitted
4.	Bromodiolone 0.005 Redy Bait for Rodent (BIS Certified)	Wax Block	MSDS to be Submitted	Bromodiolone 0.075 CB (BIS Certified)	Powder	MSDS to be Submitted
5.	Imidacloprid 30.5% SC (CIB Registered)	Water soluble for Termite Treatment	MSDS to be Submitted	Chlopyriphos 20% EC (BIS Certified)	Water/Oil Soluble for Termite	MSDS to be Submitted

WHOPES : World Health Organization Pesticide Evaluation Scheme.

CIB : Central Insecticide Board.

BIS : Bureau of Indian Standards.

Further the Vendor will keep small stock of the anti-dote (within their expiry dates) IN THE Hospital premises for use in case of any exigencies. In addition, no open baiting will be used and only enclosed means will be used. The Hospital will provide an area for safe keeping of these chemicals.

Vendor/Pest Control Operator.

(a) 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.

(b) The firm should adhere Minimum Wages Act as prescribed by Labour Dept./Ministry and Proof of which should be produced along with Operators/Workers signature. The approved Vendor will have to submit an undertaking in this regard.

Performance Evaluation

The Performance Evaluation will be done on the basis of Parameters as illustrated in Matrix given below and will be the basis for the Penalty Caluses.

(a) **Evaluation of the Area.**

Ser. No.	Evaluation Parameter	Yes	No
1.	Applying Chemicals as per Schedule		
2.	Attended Emergency Calls whenever required within 24 Hours of Intimation.		

Remarks :- A leniency for up-to 50% of adverse Comments of the Total Entry Comments from all Areas on these two domains will be tolerated. Any number more than that will result in Penalization of the entire adverse Comments being charged at the Rate of Rs 1,000/- per adverse Comment.

(b) **Pest control Evaluation (Rating will be done by the user area Representative).**

Ser. No.	Pest Involved	Good control	Average Control	Poor Control
1.	Rat			
2.	Cockroach			
3.	Mosquito			
4.	Flies			
5.	Bed Bugs			
6.	Termite			

Remarks :- The Reports of "Poor Control" only will be considered for this Penalty. The Performance of the selected Vendor must not fall below 95% under any circumstances in the Pest Control Evaluation Reports as given above. In the case it falls short of the benchmark, imposition of penalty shall be made in proportion with the percentage of defaults. For example, if there are 10 user areas, than there will be a total of 60 entries. Hence, the tolerable maximum limit for Poor Entries/Remarks is 03 Poor Reports. If the total Poor comments number is more than 03, say for example 05, then 08% of total entries fall under Poor Group. In the example of 10 Areas and hence the penalty will be imposed on all 05 entries i.e. 08% from the total monthly Bill (subject to maximum 10% of the monthly contract value).

(Deduction on account of laxity of operation at `Para A' will be added to the Penalty illustrated at `Para B' and deducted from Monthly Bill)

List of WHO Recommended Insecticides for Indoor Residual Spraying

Insecticide compounds and Formulations	Class Group	Doses (Ga.i./M ²)	Mode of Action	Duration of Effective Action (in Months)
DDT WP	OC	01 st Feb	Contact	➤ 06
Malathion WP	OP	02	Contact	02 nd Mar
Fenitrothion WP	OP	02	Contact & Airborne	03 rd Jun
Pirimiphos-Methyl WP, EC	OP	01 st Feb	Contact & Airborne	02 nd Mar
Pirimiphos-Methyl CS	OP	01	Contact & Airborne	04 th Jun
Bendiocarb WP, WP-SB	C	0.1 - 0.4	Contact & Airborne	02 nd Jun
Propoxur WP	C	01 - 02	Contact & airborne	03 rd Jun
Alpha-Cypermethrin WP, SC	PY	0.02 - 0.03	Contact	04 th Jun
Alpha-Cypermethrin WG-SB	PY	0.02 - 0.03	Contact	Up to 04
Bifenthrin WP	PY	0.025 - 0.05	Contact	03 rd Jun
Cyfluthrin WP	PY	0.02 - 0.05	Contact	03 rd Jun
Deltamethrin SC – PE	PY	0.02 - 0.025	Contact	➤ 06
Deltamethrin WP, WG, WG-SB	PY	0.02 - 0.025	Contact	03 rd Jun
Etofenprox WP	PY	0.1 - 0.3	Contact	03 rd Jun
Lambda-Cyhalothrin WP, CS	PY	0.02 - 0.03	Contact	03 rd Jun

Chlorfenapyr 240 SC. The current assessments of Chlorfenapyr SC (Class Group : Pyrrole) are available in the report of the 16th WHOPES Working Group Meeting, 22nd - 30th Jul 2013 and the report of the 17th WHOPES Working Group Meeting, 15th - 19th Sep 2014 (Both reports available at <http://who.int/whopes/resources/en/>).

Note :-

WHO Recommendation s on the use of Pesticides in Public Health are valid only if linked to WHO Specifications for their Quality Control. WHO Specifications for Public health Pesticides are available on the WHO Homepage on the Internet at <http://www.who.int./whopes/quality/en/>.

- CS** - Capsule Suspension.
- EC** - Emulsifiable Concentrate.
- SC** - Suspension Concentrate.
- SC - PE** - Polymer Enhanced Suspension Concentrate.
- WG** - Water Dispersible Granules.
- WG - SB** - Water Dispersible Granules in Sealed Water Soluble Bags.
- WP** - Wettable Powder.
- WP - SB** - Wettable Powder in Sealed Water Soluble Bags.
- OC** - Organ Chlorines.
- OP** - Organophosphates.
- C** - Carbamates.
- PY** - Pyrethroids.

AFFIDAVIT

(To be submitted on Rs. 100/- Govt. Stamp Paper)

I/We hereby certify that, the above firm has not been ever blacklisted by any Central/State Government/Public Undertaking/Institute on any account.

I/We also certify that, Firm will supply the item(s) as per the specification given ny Institution and also abide all the Terms & Conditions stipulated in Tender.

I/We also certify that, the information given in Bid is true and correct in all aspects and in any case at a later date, it is found that any details provided are false and incorrect, any contract given to the concerned firm or participation may be summarily terminated at any state, the firm will be blacklisted and Institute may imposed any action as per NIT Rules.

"I/We undertake and confirm that eligible similar works(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 bidding 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".

Business Address :-

Place : _____

Name :

(Signature of Bidder with Firm's Seal)

Dated : _____

FORM OF PERFORMANCE SECURITY (GUARANTEE)

1. In consideration of the Director, AIIMS, Bhubaneswar (hereinafter called "the Government") having offered to accept the terms and conditions of the proposed agreement between and (hereinafter called "the said Contractor(s)") for the work (hereinafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs. (Rupees only) as a security/ guarantee from the contractor(s) for compliance of his obligation in accordance with the terms and conditions in the said agreement. I/We (hereinafter referred to as Bank) hereby (Indicate the name of the Bank) undertake to pay to the Government an amount not exceeding Rs. _____ (Rupees _____ only) on demand by Government.
2. I/We do hereby undertake to pay the (Indicate the name of the Bank) amount due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees _____ only).
3. I/We the said bank undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating there to, our liability under this present being absolute and unequivocal.
4. The payments so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
5. I/We further agree that the guarantee herein contained (Indicate the name of Bank) shall remain in full force and effect during the period that would be taken for the performance of the said agreement and it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Government, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) accordingly discharges this guarantee.
6. I/We further agree with the Government that the (Indicate the name of Bank) Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement & we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on that part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
7. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
8. We lastly undertake not to revoke this (Indicate the name of Bank) guarantee except with the previous consent of the Government in writing.
9. This Guarantee shall valid up to _____ unless extended on demand by Government, Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this Guarantee all our liabilities under the Guarantee shall stand discharged.

Dated the _____ day of _____ for _____

(Indicate the name of Bank)

AGREEMENT (Specimen)

This Agreement is made at **Bhubaneswar** on this day of **2020**.

BETWEEN

Director, AIIMS, Bhubaneswar represented through Executive Engineer (Civil), AIIMS, BHUBANESWAR (hereinafter referred as the) (Address) "**Principal/Owner**", which expression shall unless repugnant to the meaning or context hereof include its success or sand permitted as signs)

AND

..... (Name and Address of the Individual/firm/Company) through (Hereinafter referred to as the (Details of duly authorized signatory) "**Bidder/Contractor**" and which expression shall unless repugnant to the meaning or context hereof include its success or sand permitted as signs)

Preamble

WHEREAS, the Principal/Owner has floated the Tender (NIT No. **AIIMS/BBSR/Engg./ /2020-21**) (herein after refer red to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for ***Annual Maintenance Contract (AMC) for Pest Control Service in & around the premises of Hospital and Housing Complex, AIIMS, Bhubaneswar***, hereinafter referred to as the "**Contract**".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the Land, Rules & Regulations, Economic use of resources and of fairness/ transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose afore said both the parties have agreed to enter to this Agreement (hereinafter referred to as "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

The Tendered Value which has been accepted by Competent Authority for "***Annual Maintenance Contract (AMC) for Pest Control Service in & around the premises of Hospital and Housing Complex, AIIMS, Bhubaneswar.***" is Rs _____/- (Rupees _____ only).

NOW, THEREFORE, inconsideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under :-

Article - 1 : Commitment of the Principal/Owner.

1. The Principal/Owner commit 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 endeavor 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 (P C 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 standard and makes, 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 what so ever 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)/Contractor(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 be fall 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 before vigor 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 Contractor 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 05 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 processor 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/Sub-contractors.

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
2. The Principal/Owner will enter in to 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.

1. This Pact begins when both the parties have legally sign edit. It expires for the Contractor/Vendor 12 months after the completion of work under the contractor till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.
2. 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, AIIMS, Bhubaneswar.

Article - 7 :Other Provisions.

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the **Bhubaneswar** of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not be unmade.
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. Shouldone or several provisions of this Pact turnout 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 intensions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Owner/Principal in accordance with this **Agreement/Pact or interpretation thereof shall not be subject to arbitration.**

Article - 8 :Scope of Work.

The Scope of as elaborated at Pages 16 & 17 of the Tender Documents shall be a part of this Agreement and work will be assigned accordingly.

Article - 9 :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 Pact.

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

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

WITNESSES:

.....
(Signature, Name and address)

Dated : ____ ____ ____

Place : Bhubaneswar

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

.....
(Signature, Name and address)

Dated : ____ ____ ____

Place : Bhubaneswar

Financial Bid
(To be submitted on the Letter Head of the Company/Firm).

Ser. No.	Name of Item	Monthly Rate for Pest Control (in Rs.)			
		Months	Unit	Rate	Amount
1.	Annual Maintenance Contract for Pest Control Service in and around the Premises of Hospital, Housing Complex and different Buildings including the complete Chemical Treatment for Rat, Flies, Bedbugs, Termites, Snakes, Aunts, all kind of Flying and Crawling Insects, Mosquitoes, Carpets Moths, Sliver Fish, Cockroaches, Lizards, Bugs, removal of Honeybee Hives etc. and the Chemical with concentration which is mentioned in Tender Document as per latest ISI Specifications. The Chemicals should be branded ISI Marked Product of a Company. The agency will supply 04 (Four) Numbers of Manpower i.e. High Skilled Labour (Technician) and 03 (Three) Semi-Skilled Labour (Sprayer) as per CPWD Specification mentioned in DSR-2018 for smooth functioning of Pest Control Work	12	Each		
Grand Total (R/Off) Rs. =					

Rates are inclusive of GST @ ___% for areas and ___% for Labours.

1. I/We have gone through the Terms & conditions as stipulated in the Tender and Confirm to accept and abide the same.
2. Bidder shall give termite Rate Separately.
3. No other Charges would be payable by the Institute.
4. payment to the successful Bidder shall be released on Monthly basis on submission of Log Book for the Services rendered in the particular monthly.

Business Address :-

Place : _____

Name :

(Signature of Bidder with Firm's Seal)

Dated : _____

E-Tendering Instructions to Bidder(s)

General.

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in this Tender Document. Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers / Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, AIIMS BHUBANESWAR has decided to use the portal www.tenderwizard.com /AIIMSBBBSR through an ASP, M/s. ITI Ltd., Bhubaneswar.

Instructions.

- 1. Tender Bidding Methodology.** Two Stage Online Bidding.
- 2. Broad outline of activities from Bidders prospective:**
 - (a) Procure a Class III Digital Signature Certificate (DSC).
 - (b) Register on the e-Procurement portal www.tenderwizard.com/AIIMSBBBSR.
 - (c) Create Users on the above portal.
 - (d) View Notice Inviting Tender (NIT) on the above portal.
 - (e) Download Official Copy of Tender Documents from the above portal.
 - (f) Seek Clarification to Tender Documents on the above portal. View response to queries of bidders, posted as addendum, by AIIMS, Bhubaneswar.
 - (g) Bid-Submission on the above portal.
 - (h) Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Technical Part.
 - (j) Post-TOE Clarification on the above portal (Optional) – Respond to AIIMS, Bhubaneswar's Post-TOE queries.
 - (k) Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Financial Part (Only for Technical Responsive Bidders).

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the above portal.

3. Digital Certificates. For integrity of data and authenticity / non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration. To use the Electronic Tender portal www.tenderwizard.com/AIIMSBBBSR, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons vis-à-vis Authorized Signatory who will be the main person coordinating for the e-tendering activities. In the above portal terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and follow further instructions as given on the site. Pay Annual Registration Fee as applicable. (Rs 2000+ GST as applicable)

Note : After successful submission of Registration details and Annual Registration Fee, please contact to the Helpdesk of the portal to get your registration accepted/ activated.

- (a) The Bidder must ensure that after following above, the status of bid submission must become - "Submitted".

(b) Please take due care while scanning the documents so that the size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.

(c) It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.

(d) The Financial part/BOQ may be downloaded and rates may be filled appropriately. This file may also be saved in a folder on your computer. Please don't change the file names & total size of documents (Preferably below 5 MB per document) may be checked.

5. Bid submission. The entire bid-submission would be online on the Tender wizard portal i.e. <https://www.tenderwizard.com> /AIIMS, Bhubaneswar.

6. Broad outline of submissions are as follows :-

- (a) Submission of Bid Parts (Technical & Financial).
- (b) Submission of information pertaining to Bid Security/ EMD.
- (c) Submission of signed copy of Tender Documents/Addendums.

7. The TECHNICAL PART shall consist of Electronic Form of Technical Main Bid and Bid Annexure. Scanned/Electronic copies of the various documents to be submitted under the Eligibility Conditions, offline submissions, instructions to bidders and documents required to establish compliance to Technical Specifications and Other Terms & Conditions of the tender are to be uploaded.

8. The FINANCIAL PART shall consist of Electronic Form of Financial Main Bid and Financial Bid Annexure, if any. Scanned copy of duly filled price schedule (Section VII) for both packages are to be uploaded. If required, additional documents in support of taxes, quoted duties etc may also be uploaded.

9. Tender Processing Fee. You pay processing fee (0.1% of ECV + GST as applicable (Min. 750/- & Max 7500/- + GST as applicable)) through online (Credit card/ Debit card/ Net Banking), when participating in the e-tender.

10. Public Online Tender Opening Event (TOE). The e-Procurement portal offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized. Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on the portal. As soon as a Bid is decrypted, the salient points of the Bids are simultaneously made available for downloading by all participating bidders. The medium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'. The portal a unique facility of 'Online Comparison Statement' which is dynamically updated as each online bid is opened. The format of the Statement is based on inputs provided by the Buyer for each Tender. The information in the Comparison Statement is based on the data submitted by the Bidders. A detailed Technical and / or Financial Comparison Statement enhance Transparency. Detailed instructions are given on relevant screens. The portal has a unique facility of a detailed report titled 'Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/Downloading'. There are many more facilities and features on the portal. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Important Note. In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement / e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of AIIMSBBBSR by the bidders in time, then AIIMS, Bhubaneswar will promptly reschedule the affected event(s).

9. Other Instructions. For further instructions, the vendor should visit the home-page of the portal. The complete help manual is available in the portal for Users intending to Register / First-Time Users, Logged-in users of Supplier organizations. Various links are also provided in the home page.

Important Note : It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups and minimize teething problems during the use of the said portal.

The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to :-

1. Obtain individual Digital Signature Certificate (DSC) well in advance of your first tender submission deadline on the portal.
2. Register your organization on the portal well in advance of your first tender submission deadline on the portal
3. Get your organization's concerned executives trained on the portal well in advance of your first tender submission deadline on the portal
4. Submit your bids well in advance of tender submission deadline on the portal (There could be last minute problems due to internet timeout, breakdown etc).
5. While the first three instructions mentioned above are especially relevant to first-time users on the portal, the fourth instruction is relevant at all times. Minimum Requirements at Bidders end Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP) Broadband connectivity. Microsoft Internet Explorer 8.0 or above. Digital Certificate(s) Vendors Training Program Necessary training to each and every registered bidder under this portal shall be impacted by the ASP, M/s. ITI, Bhubaneswar, if required, before participation in the online tendering.
6. For any further assistance, please contact Mr. Swadesh Bala(07008064095/ 07377708585), Helpdesk - 011-49424365 ITI email ID for mailing communication:- twhelpdesk404@gmail.com / twhelpdesk680@gmail.com / twhelpdesk605@gmail.com.