

Notice Inviting e-Tender for

Annual Maintenance Contract of pest control service in and around the premises of Hospital and Housing Complex at AIIMS Bhubaneswar.

(e-office file No.: CIVIL/7/2023-CIVIL SEC refers)
(File No.: AIIMS/BBSR/Engg./CIV-2023/ pest control/738 refers)



अखिल भारतीय आयुर्विज्ञान संस्थान,
All India Institute of Medical Sciences
Engineering Branch, Bhubaneswar (Odisha)-751019
www.aiimsbhubaneswar.nic.in

NIT No. : **AIIMS/BBSR/Engg./ 013/2023-24**
NIT Issue Date : **22/11/2023**
Last Date of Submission : **14/12/2023 (By 1230 Hours)**
(online)
Last date of submission : **15/12/2023 (By 1500 Hours)**
(Hard copy)

“Certified that, this tender document contains **40 (Forty)** pages only”.

Executive Engineer (Civil)
AIIMS, Bhubaneswar

Name of Work : **Annual Maintenance Contract of pest control service in and around the premises of Hospital and Housing Complex at AIIMS Bhubaneswar.**

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

(a)	Name of Work	<u>Annual Maintenance Contract of pest control service in and around the premises of Hospital and Housing Complex at AIIMS Bhubaneswar.</u>
(b)	Tender (NIT) No.	<u>AIIMS/BBSR/Engg./ 013/2023-24</u>
(c)	Contract Period	01 year and extendable up to 01 year
(d)	Estimated Cost	Rs.30,29,904/- (Rupees Thirty Lakhs Twenty-Nine Thousand Nine Hundred Four only)
(e)	Earnest Money Deposit (EMD)	2% of Estimated Cost
(f)	Performance Security (Bank Guarantee)	5% of Tendered Cost.
(g)	Security Deposit	2.5% of the Billed amount.
(h)	Tender documents will be Issued From	Download from Institute Website. (i.e. www.aiimsbhubaneswar.nic.in , www.eprocure.gov.in).
(i)	Last Date and Time of Submission (online)	By 14/12/2023 at 1230 Hours.
(j)	Last Date and Time of Submission (Hard copy)	By 15/12/2023 at 1500 Hours.
(k)	Date, Time for opening of Technical Bid	On 15/12/2023 at 1600 Hours.

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

Executive Engineer (Civil)
AIIMS, Bhubaneswar

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING

The Executive Engineer (Civil), AIIMS, Bhubaneswar invites on behalf of Executive Director, AIIMS, Bhubaneswar, Percentage 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/BBSR/Engg./ 013/2023-24</u>
(b)	Name of Work	<i>Annual Maintenance Contract of pest control service in and around the premises of Hospital and Housing Complex at AIIMS Bhubaneswar</i>
(c)	Estimated Cost	Rs.30,29,904/- (Rupees Thirty Lakhs Twenty-Nine Thousand Nine Hundred Four only)
(d)	Earnest Money	2% of Estimated Cost
(e)	Period of Completion	01 year and extendable up to 01 year
(f)	Last Date and Time of Submission (online)	By 14/12/2023 at 1230 Hours.
(g)	Last Date and Time of Submission (Hard copy)	By 15/12/2023 at 1500 Hours.
(h)	Date, Time for opening of Technical Bid	On 15/12/2023 at 1600 Hours.
(i)	Time and date of opening of Online Financial Bids	To be intimated later through website
(j)	Period during which hard copies of Tender document duly signed by the bidder in all pages, Registration Certificates, Undertaking and other Documents to be submitted to the Office of EE (Civ.)	All the Bidders shall have to submit hard copies of Tender document duly signed by the bidder in all the pages and Self Certified copies of other Eligibility Documents in the Office of Executive Engineer (Civil) within Last date of hard copy submission else the bid will be rejected. Postal delay will not be attributed to AIIMS.

- 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 <https://eprocure.gov.in/eprocure/app> or www.aiimsbhubaneswar.nic.in free of cost.
- For e-Tendering of this Tender, kindly visit website <https://eprocure.gov.in/eprocure/app> .**
E-Tendering Portal: <https://eprocure.gov.in/eprocure/app>
For E-tendering Queries contact CPPP Help Desk.
- The intending bidders must have valid class-III digital signature to submit the bid.
- 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.
- Copies of eligibility documents 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.
- Contractor must ensure to quote the percentage rate in Performa of quoting rates. 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).
However, if a tenderer does not quote any percentage above/below on the total amount of the tender or any section/sub head in percentage rate tender or each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
- GST on all materials as well as GST on Work Contract etc., or any other taxes applicable in respect of this contract shall be payable by the Contractor. Percentage rate quoted by him shall be inclusive of such taxes, levies etc and Government will not entertain any claim for reimbursement whatsoever in respect of the same. The percentage rates of the contract shall be inclusive of all taxes and levies and nothing extra shall be paid. Further the percentage rate quoted by the contractor shall be inclusive of labour welfare cess, water charges (if applicable), electricity charges (if applicable) and the same shall be recovered from the contractors' bills and will be remitted by the department.

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. **FRAUD AND CORRUPTION:**
- 14.1 The Engineer-in-Charge will reject a proposal for award if he determines that the bidder recommended for award has been engaged in corrupt or fraudulent practices in competing for the contract in question. He will report to the Officer Inviting Bid / next higher authority.
- 14.2 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited & the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
- 14.3 The Contractor shall be debarred for any period of time as decided by the AIIMS, Bhubaneswar Authority for the following reason-
- (i) If the contractors submit false experience/completion certificates, **as mentioned in Ser. No. - 4(a), Page No. - 7 (refer under Eligibility Criteria)**. The department reserves the right to verify the particulars furnished by the applicant independently.
 - (ii) If the contractor fails to commence the work on or before the scheduled date stated in the work order.
 - (iii) Violates any important condition of contract.
15. **List of Eligibility Documents to be uploaded and Hard Copy to be submitted in the office of the Executive Engineer (Civil) within the period of bid submission else the bid will be rejected: -**
- (a) Original Copy of EMD in the form Demand Draft (DD) in favour of **AIIMS Bhubaneswar** payable at **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(a), Page No. - 7 (refer under Eligibility Criteria).
 - (c) Certificate of Registration for GST and acknowledgement of up to date filed return if required.
 - (d) Copies of ESI Registration.
 - (e) Copies of EPF Registration.
 - (f) Details of Work Completed during last **07 (Seven) Years** (Appendix 'A') in page **-11** and Detailed Information of Bidder (Appendix 'B') in page **-12** duly completed and signed by the Bidder.
 - (g) Declarations to be given by the Tenderers (as per Page **06**).
 - (h) Notarized Percentage Rate Tender & Contract (Page **-13**) and Notarized Affidavit (Page **-20**) to be given by Tenderers.
 - (j) Signed (in all pages) e-NIT document.
 - (k) The firm should have Valid License (renewed every year) for executing Pest Control Operation and issued by Plant Protection Officer of any State govt. under Ministry of Agriculture failing which the bid will be rejected.
- Failing to upload documents in online (from a to k) will be straight away rejected. Hard Copies of all tender documents (from a to j) with signature/seal of agency/contractor should reach EE (Civil), AIIMS, Bhubaneswar office before last date of hard copy submission failing which bid will be rejected. Any postal delay will not be attributed to AIIMS, BBSR.
16. The Technical Bid(s) shall be opened first by the Committee **on 15 /12/2023 at 1600 Hours. The Financial Bid(s), whose Technical Bid(s) found to be eligible, will be opened later for which intimation will be given through Website. After the evaluation of the Bid(s) AIIMS, Bhubaneswar will award the contract to the Lowest Evaluated Responsive Tenderer. Conditional Bid(s) will be treated as unresponsive and will be rejected.**
17. Information & Instruction for Contractor will form Part of NIT.

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

DECLARATIONS

(TO BE GIVEN BY THE TENDERERS)

It is to certify that :-

(a) I /We have gone through GCC of CPWD up to latest correction as available on website of CPWD/ <https://eprocure.gov.in/eprocure/app> / www.aiimsbhubaneswar.nic.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.

(b) “I,S/o Shri resident of hereby certify that none of my Relative(s) 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”.

(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 Executive Engineer (Civil) shall be free to forfeit the entire amount of Performance Guarantee”.

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).

GENERAL RULES & DIRECTIONS

Executive Engineer (Civil), AIIMS, Bhubaneswar invites on behalf of Executive Director, AIIMS, Bhubaneswar Percentage Rate Tender from Firms/Contractor of reputed/experienced Registered Contractors/Firms and other eligible firms having successfully completed works of similar nature as per eligibility conditions.

1. **Name of Work:** *Annual Maintenance Contract of pest control service in and around the premises of Hospital and Housing Complex at AIIMS Bhubaneswar.*

2. The work is estimated **Rs.30,29,904/- (Rupees Thirty Lakhs Twenty-Nine Thousand Nine Hundred Four only)**. The estimate, however, is given merely as a rough guide.

3. Intending Bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority of having satisfactorily completed similar works. Bidders are instructed to visit the site before participating the tender. The Bidders are instructed to visit the site to know the nature of work before participating in the tender.

4. **Eligibility Criteria.** Contractor who fulfill following requirement shall be eligible to apply: -

- (a) Three (03) similar **(completed)** works, each of value **not less than 40%** of estimated cost put to tender or Two (02) similar **(completed)** works each of value **not less than 60%** of estimated cost put to tender or one (01) similar **(completed)** work of value **not less than 80%** of estimated cost put to tender in **last 07 (Seven) Years** ending **30th October 2023**.

Similar work means **"Execution of pest control work with deployment of machines and manpower."**

(b) The Bidder should have registration with **Employee Provident Fund (EPF) Commissioner** and **Employee State Insurance (ESI) Corporation**.

(c) The experience of similar work should be from Central Govt., State Govt., PSU and Autonomous Body.

(d) Agreements shall be drawn with the successful bidders for item/items on prescribed format. Bidders shall quote their percentage rates as per various terms and conditions of the said form which will form part of the agreement.

(e) The site for the work is available.

(f) The bid document consisting of plans, specifications, the schedule of quantities of the various type of items to be executed and the set of terms & conditions of the contract to be complied with and other necessary documents.

(g) Conditional Bids shall not be considered and will be out-rightly rejected at the very first instance.

(h) Average Annual Financial Turnover during the last 03 (Three) years should be atleast Rs. 8 Lakh or more.

(i) The successful bidder/firm shall have to submit a valid licence from competent licence authority under the provision of contract labour act and contract labour central rule.

5. **Preparation & Submission of Tender through Online.** **The Tender should be submitted in 02 (Two) parts i.e. Technical Bid and Financial Bid Respectively.** The Technical Bid should be uploaded by the Bidder through online as well as the hard copy is to be submit in the office of Executive Engineer (Civil) before the last of submission of the tender.

6. **Earnest Money Deposit.** The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **2% of Estimated Cost** by way of Demand Draft/Bank Guarantee only in favour of **AIIMS Bhubaneswar** payable at **Bhubaneswar**. Original Copy of the Demand Draft/Bank Guarantee must be uploaded/attached with the technical Bid. The EMD of the Successful Bidder shall be returned after the successful submission of Performance Security and for unsuccessful bidder's it would be returned after award of the contract. Bid's received without Demand Draft of EMD will be rejected.

(i) As per SOP No.5/1 & Clause No.6 of CPWD Manual-2022 the MSME firms registered in NSIC under PP policy are exempted from payment of EMD for supply of Goods & **Services** only.

(ii) Micro and small Enterprises if registered with any government bodies specified by Ministry of Micro, Small & Medium Enterprises (M/o MSME) with valid certificate duly issued by GOI are exempted for submitting earnest money deposit (EMD).

(iii) Other Firms, registered with MSME/NSIC with valid certificate duly issued by GOI are also exempted for submitting EMD. No other type of certificate is acceptable.

(iv) The exemption and relaxation in EMD is subject to the validity & acceptance of their registration certificate on the date of opening of tender.

7. **Performance Guarantee.** The successful contractor will be required to furnish a **Performance guarantee of 05% (Five Percent) of Contract Value** after receiving notification of award ***in the form of Fixed Deposit Receipt or Demand Draft or Bank Guarantee from any Nationalized Bank duly pledged in the name of the "All India Institute of Medical Sciences, Bhubaneswar"*** which shall be kept valid for a period of **60 days** beyond completion of all the contractual obligations. The Performance Guarantee can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract. ***PG will be released after full and final settlement of Bill, without any interest.*** In case the contractor fails to deposit the said Performance Guarantee within the period including the extension period if any, EMD will be forfeited automatically without any notice.

8. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder 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. Submission of a bid by a bidder 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.

9. The Tender paper/documents can be seen/ downloaded from Official website & submitted through Online or Site. For any query, Executive Engineer (Civil), AIIMS, Bhubaneswar, may be contacted.

10. The competent authority on behalf of the Executive Director, AIIMS, Bhubaneswar does not bind itself to 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 bidder shall be summarily rejected.

11. 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 to rejection.

12. The Competent Authority, The Executive Director, AIIMS, Bhubaneswar reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted. Some of the items of the Schedule of Quantities may be executed partially or may not be executed at all depending upon the site requirement which will be decided by Engineer in charge.

13. The contractor shall not be permitted to bid for works in the AIIMS, Bhubaneswar responsible for award and execution of contracts, in which his near relative is posted as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazette officer in the AIIMS, Bhubaneswar. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.

14. 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.

15. The bid for the works shall remain open for acceptance for a period of **75 days** from the date of opening of bids.

16. ***The Agency shall submit Post Card size Coloured Photographs showing different stages of construction activities at his own Cost.***

17. This notice inviting bid shall form a part of the contract document. The successful bidder/ 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 "The Notice Inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and rate quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.

18. (a) ***Security Deposit equal to 2.5% of the billed Value will be deducted from the Bills of the Contractor .***

(b) ***The Income Tax as applicable shall be deducted from the Bill unless exempted by the Income Tax Department.***

(c) ***The quoted Rates shall be inclusive of GST.***

(d) ***Labour CESS @ 01% will be deducted from the Bill.***

(e) ***Electrical charges as per actual meter reading shall be deducted from the bill. If connection is taken directly without installation of meter with prior permission from Executive Engineer (Electrical), then amount as per the usage shall be deducted from the gross bill amount as suggested by Executive Engineer (Electrical).***

19. ***All the work shall be completed within 01 year and extendable up to 01 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, then a penalty at the Rate of 01% per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of the contractor (as per GCC – 2020) shall be levied subject to maximum of 10% of the accepted tendered valued of the work.***

20. List of Documents to be submitted along with the Technical Bid and hard copy to be submitted in the office of EE(Civil).

(a) Demand Draft of any scheduled Bank against EMD in favour of **AIIMS Bhubaneswar** payable at **Bhubaneswar**.

(b) Page No-**11 & 12** (Appendix A & B) duly filled in.

(c) Certificates of Work Experience & Completion Certificate of Similar Work from Owner.

(d) Certificate of Registration for GST and acknowledgement of up to date filed return if required.

(e) All documents as per Ser. No. **15 (a) to (k) (Page - 05 refers).**

21. The condition of the contract shall be governed by CPWD GCC-2020 and corrected upto latest correction slip.

22. **Goods & Service Tax (GST).**

(a) ***General remarks on Taxes & Duties. In view of GST Implementation from 01st Jul 2017, all Taxes and Duties including Excise Duty, GST/VAT, Service Tax, Entry Tax and other indirect Taxes and Duties have been submerged in GST. Accordingly, reference of Excise Duty, Service Tax, VAT, Entry or any other form of Indirect Tax except of GST mentioned in the Bidding Documents shall be ignored.***

(b) ***Bidders are required to submit copies of the GST Registration Certificate while Submitting the Bids wherever GST (CGST & SGST/UGST or IGST) is applicable.***

(c) ***Quoted Price/Rate(s) should be inclusive of All Taxes and GST (i.e. IGST or CGST and SGST/UTGST applicable in case of Inter-State supply or Intra State Supply Respectively and CESS on GST if applicable) on the Final Service. Please note that the Responsibility of Payment of GST (CGST, SGST, IGST or UTGST) lies with the supplier of Goods/Services (Service Provider) only. Supplier of Goods/Service (Service Provider) providing Taxable Service shall submit an Invoice/Bill, as the case may be as per Rules/Regulations of GST. Further, Returns and details required to be filled under GST Laws & Rules should be timely filled by Supplier of Goods/Service (Service Provider) with requisite details.***

(d) ***The supplier/Contractor/Firm is advised to comply all the GST Norms as per Rules. Accordingly, Supplier/Contractor/Firm is to submit the Original Challan/Voucher justifying that it has been actually and genuinely paid to the Govt. at the time of submission of Bills to Finance Wing for release of Payments.***

23. The Agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at AIIMS, Bhubaneswar site or for any accident caused to them and the institute shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by AIIMS, Bhubaneswar for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The Agency shall specifically ensure compliance of various Laws / Acts, including but not limited to with the following and their re-enactments / amendments / modifications: -

- (a) The Payment of Wages Act 1936.
- (b) The Employees Provident Fund & MP Act, 1952.
- (c) The Contract Labour (Regulation) Act, 1970.
- (d) The Payment of Bonus Act, 1965.
- (e) The Payment of Gratuity Act, 1972.
- (f) The Employees State Insurance Act, 1948.
- (g) The Employment of Children Act, 1938.
- (h) The Motor Vehicle Act, 1988.
- (j) Minimum Wages Act, 1948.

24. Termination of Contract.

AIIMS, Bhubaneswar would have the right to terminate the contract, in case the work performance is not up to the standard, or in case there is any violation of AIIMS, Bhubaneswar rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the Tenderer or his staff and the agreement may be terminated. The decision of AIIMS, Bhubaneswar's management in this regard would be final and binding on the Tenderer. In such an event, AIIMS, Bhubaneswar shall have the right to engage any other tenderer to carry out the task.

25. Arbitration.

The Arbitration shall be held in accordance with the provision of the Arbitration and conciliations 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.

26. Dispute Settlement.

It is mutually agreed that all differences and disputes arising out of or in connection with this agreement shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the Executive Director, AIIMS, BHUBANESWAR whose decision shall be final and binding on both the parties. The contract shall be governed by laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing.

27. The eligible bidders shall quote percentage rates after considering all the major as well as minor components. The Lowest Bidder will be decided as per the percentage quoted.

28. Payment:

(a) 100% payment will be released after due verification of final bill by Engineer-in-Charge or his representative after completion of work. The deduction of 2.5% towards security deposit and other deduction towards taxes as per Government of India/AIIMS rule will be made from the bill. RA bill will be released on request basis to the agency.

(b) It will be mandatory for the bidders to indicate their bank account number and other relevant payment details so that payment could be made through RTGS/ Other mechanism.

29. GST and other Taxes as applicable shall be recovered/ paid from the contractor's bill as per Govt. of India/AIIMS Rules.

30. Vendor shall submit the following documents after execution of given work:

- (a). Work Completion Certificate (Final Bill)
- (b). Testing & Commissioning Certificate
- (c). Material Test Certificate
- (d). Warranty/Guarantee Certificate for one year
- (e). Colour Photos for executed work on glossary paper
- (f). Non-Claim Certificate (NCC) regarding work
- (d). GST return up to date Voucher
- (e). Bank Account Details
- (f). 36(i) Certificate for engagement of Technical Staff

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 center 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).	:
EPF No. (Enclose the attested copy of EPF Registration Certificate)	:
ESI Code.	:
Any other information, if necessary.	:

(Authorized Signature of the Bidder with Seal)

Percentage Rate Tender & Contract for Works

(To be Submitted on Non-Judicial Stamp Paper of Rs 10/- or above)

e-Tender for the Work of “*Annual Maintenance Contract of pest control service in and around the premises of Hospital and Housing Complex at AIIMS Bhubaneswar.*”

To be submitted online by :

- (a) Time and date of online Opening of Technical Bids. : **15/12/2023 at 1600 Hours.**
- (b) Time and date of opening of Online Financial Bids. : **To be intimated later through website.**

T E N D E R

I/We have read and examined the notice inviting tender, schedule along with Appendices 'A' to 'F' as per Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, Clauses of Contract, Special Conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

If I/We, fail to furnish the prescribed Performance Guarantee within prescribed period, I/We agree that the said Executive Director, AIIMS, Bhubaneswar or his successors, in office shall without prejudice to any other right or remedy, be at liberty to debar me for 01 (One) year. Further, if I/We fail to commence work as specified, I/We agree that Executive Director, AIIMS, Bhubaneswar or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to suspend me for one year. The said performance guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in the tender form. Further, I/We agree that in case of non-submission of Performance Guarantee as aforesaid, I/We shall be debarred for participation in the tendering process of the work as decided by the Engineer in charge and EMD will be forfeited.

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

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

Dated: * _____

Witness: *

Occupation: *

Signature of Contractor
with full Postal Address

Address: *
(* To be filled in by the Contractor.)

SPECIAL CONDITIONS OF CONTRACT

Name of Work : **Annual Maintenance of pest control service in and around the premises of Hospital and Housing Complex at 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.). The agency shall deploy 04 (four) dedicated manpower for carrying out the work who will be available every day from 8AM to 5PM except weekly off days. The contractor has to prepare duty chart of the Technician/sprayers and may share with the JE concerned and Executive Engineer (Civil).
- (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, 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 and extendable upto 01 year.**
- (d) General Pest control/Anti-Rodent/Anti-Termite which means eradication of Cockroaches, Mosquitoes, Flies, Lizards, Termite, Rat etc. through the use of permitted insecticides as per Government of India and WHO Norms. The Pest Control should cover all the reachable places like space under the tables, Chairs, Almirahs, on and around the pile of Files, Wooden Furniture, False Ceiling, all Staircases, Lift Lobby, all Toilets Drain Ducts, 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 charged.

3. It will be imperative for the firm to 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)I/C, 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 dander 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-Debarring 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 Office in Bhubaneswar.

(d) The firm should have Valid License (renewed every year) for executing Pest Control Operation and issued by Plant Protection Officer of any State govt. under Ministry of Agriculture failing which the bid will be rejected.

(e) If the supplier/contractor fails to complete the work, within due dates, the supplier shall be penalized by **1.00% per month** of the contract value subject to maximum **10% of the contract value**.

(f) The firm should quote Rates considering 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.

(g) 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.

(h) 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.

(i) The Tenderer shall produce GST (Service Tax) Registration Certificate & PAN from the concerned authority and copy of latest Return (to be enclosed).

(j) 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.

(k) 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.

(l) 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.

(m) 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.

(n) 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.

(o) The agency has to provide 4 no of man power i.e 1 technician and 3 sprayers 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. **Discrepancy between Specifications.** In case of discrepancy in the specifications or any other matter, the matter shall be brought by the contractor to the notice of the Engineer-in-Charge for further decision.

19. **Contractor to employ Qualified Supervisor.** The contractor shall employ Skilled Engineer/Supervisor to supervise and execute the work.

20. **Inconvenience to the Public.** The Contractor shall not deposit or store any materials at any site without permission of the Engineer in charge. The materials will be stored at such places only with prior approval of the Engineer in charge as there is no obstruction in Traffic or other Agencies.

21. **The provision against Accident & Safety Measures.**

(a) The Contractor will take all necessary precautions against a Fire during the course of his work and will ensure the work against Fire at his own cost.

(b) He will also take all care against likely damage of Floor, Walls, Doors, Windows or any part of the Building. In case of any damage or loss, the contractor has to make good at his own cost.

22. **Specifications.** The work shall be carried out as per CPWD Specifications Volume I & II 2019 with up to date correction slips. The contractor should be well aware of these specifications before quoting the rates in Financial Bid for the subject tender. In the absence of specifications for any work or material, relevant Indian Standard (ISI) Specification shall be applicable.

23. **Secrecy.** In a view to safeguard the Secrets & Confidential information relating to All India Institute of Medical Science, Bhubaneswar, the Tenderer binds himself and his successors to secrecy & contracts to bind to secrecy of his Officials, Managers, Technical Senior Staff & all other staff directly or indirectly concerned in or whom have to acquire information relation to the AIIMS, Bhubaneswar equipment and the Tenderer shall access to any such information.

24. **Security Rules.** The Contractor shall follow at Site Security rules regarding removal of materials from site, issue of materials from site, issue of materials from stores, issue of Identity Card etc., as may be framed from time to time by the Engineer. It is to note that the Security Section is empowered to carry out the checks.

25. **Care in case of occupied buildings.** Tenderer may also note that when the subject work is to be carried out in the premises of occupied residential and other buildings which are already under occupation, all care shall be taken to protect personal and/or Government materials fixtures, appliances, equipment's etc. In case of any damage to any of the existing arrangements, contractor is liable to do such work to its original and/or shall be liable to pay the cost of such damages/losses. The work shall be carried in close co-ordination with occupants of these buildings without any hindrance and interruption.

26. **Supply of Tools, Tackles & other materials.** For full completion of the work, Contractor shall at his own expense arrange and furnish all necessary work tools, tackles, scaffolding, tagaries, mugs, scrappers, wire brushes, drilling machine etc., that may be required to complete the work under contractor.

27. **Inspection of Work.** Engineer or any person appointed by them shall have access and right to inspect the work, or any part thereof at all times and places during the progress of the work. The inspection and supervision is for the purpose of assuring owner and/or Engineer in charge and their representative will extend to contractor all desired assistance in interpreting the plans and specifications, all such assistance shall not relieve contractor from any responsibility for the work. Contractor without delay shall correct any work, which proves faulty.

28. **Wastage.** The contractor should note that wastage of any items shall not be paid extra. The items shall be paid based on the executed work at site. All coefficients shall be as per relevant IS code.

29. Contractor shall take all precautionary measures to avoid any damages to adjoining property. All necessary arrangement shall be made at his own cost.

30. The contractor shall take instructions from the Engineer-in-Charge regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, services and compound walls are to be constructed.

31. Normally, Contractors shall not be allowed to work at night. Work at night shall, however, be allowed if the site condition/circumstances so demand. However, if the work is carried out in more than one shift or at night, no claim on this account shall be entertained. In such situations, the Contractor shall make available to the department in proper means of transport such as vehicle at his own cost.

32. The contractor shall be responsible for the procurement of all the materials required to complete the work.

33. The contractor shall be deemed to have examined the Contract documents, to have generally obtained his information in all matters whatsoever that might affect the carrying out the works at the quoted rates and to have satisfied himself to the sufficiency of the tender. Any error in description or quantity or any other aspect in quoted rates or omission there from shall not vitiate the contract or release the contractor from executing the work comprised in the contract as per drawing and specification at the scheduled rates. He is deemed as an experienced contractor to know the scope, nature and magnitude of works and the requirements of material and labour and the type of work involved, etc. and as to what all work he has to complete in accordance with contract document whatever be the defects, omissions or errors that may be found in the contract document. The contractor shall be deemed to have visited the site and its surroundings to have satisfied himself as to the nature of all existing structures, if any and also to the nature and means of transport and communication to have access to and regress from the site.

34. All materials issued in the works shall be subjected to inspection and tests if required by Engineer in charge. Samples required for approval and testing must be supplied with sufficient time allowed for testing and approval. Materials shall be tested on site if required by Engineer in Charge and they may be rejected if found not suitable or not in accordance with the specification or Test certificate or any approval given earlier. The contractor shall carry out necessary test as per the direction of Engineer in charge in approved NABL/ Govt. laboratories. **The expenses towards all such tests are to be borne by the contractor at his own cost.** Tests shall be conducted as per relevant Indian Standard Specifications.

35. The contractor shall engage necessary staffs/ technical person as per Clause 36(i) of Schedule 'F' as per this tender document. The name, qualification and technical experience of the contractor representative shall be submitted to the Engineer in charge before start of the work. Violation of this clause will lead to non-compliance and recovery will be made as per Clause 36(i) of Schedule 'F'.

36. Required safety measures is to be adopted before starting chipping works of the walls so that any inconvenience may not be faced by the patient/ medical staff.

37. The contractor must deploy his manpower in the night time to complete the work if the circumstances does not permit to work in official time.

38. **LIST OF APPROVED MAKE OF CHEMICALS**

Specification/brands names of ISI approved Chemicals (Refer materials, whichever are applicable for the scope of work) and finishes approved by the Engineer-in-Charge are listed below. However, approved equivalent chemicals and finishes of any other specialized firms may be used, in case it is established that the brands specified below are not available in the market but only after approval of the alternate brand by the Engineer-in-Charge.

Sl. No.	Name of Insects/reptiles/rodents etc.	Approved Make Chemicals and brand name
1	RAT	ROBAN CAKE, ZINC PHOSPHIDE
2	TERMITES	PREMISE OR EQUIVALENT

3	SNAKE	CARBOLIC ACID, CHLORPYRIFOS
4	BED BUG	ALL OUT INDIA BAYER TEMPRID, BAYER TEMPRID SC
5	ANT	BAYER RESPONSAR, DELTAMETHRIN
6	CRAWLING/FLYING INSECT	RESPONSAR(BAYER) OR EQUIVALENT
7	CARPET MOTHS	RESPONSAR(BAYER) OR EQUIVALENT
8	PLYWOOD INSECT	PREMISE(BAYER) OR EQUIVALENT
9	WASP	MALATHION 50%EC(BAYER) OR EQUIVALENT
10	SILVER FISH	BAYER K OTHRINE FLOW KOTINE FW
11	COCKROACHES	. BAYER RESPONSAR, BAYER TEMPRID, MAXFOREE GEL
12	SPIDER	BAYER BETA CYFLUTHRIN OR EQUIVALENT
13	LIZARD	CHLORPYRIFOS(KEMTREK), K - OTHRINE FLOW(BAYER) OR EQUIVALENT
14	BUGS	RESPONSAR(BAYER) OR EQUIVALENT
15	HONEY BEES	RESPONSAR, PROPOXURE
16	MOSQUITOES	BAYER WP-10 SOLFAC OR EQUIVALENT
17	FLIES	MALATHION 50%EC(BAYER) OR EQUIVALENT

39. The agency will appoint the same manpower which are already engaged in pest control service in AIIMS.
40. The work shall be carried out in a manner complying in all respects with the requirements of relevant by the law soft he local bodies, Labor Laws, minimum wages act, workmen compensation act and other statutory laws enacted by Central Govt. as well as State Govt.
41. Complaint register, attendance register and other records will have to be produced either daily according to the requirement or when asked to do so by the Engineer-in-charge or his authorized representative.
42. The contractor will have to provide an Android phone with active internet connection and data package as required to the supervisor which will be exclusively used only for the purpose of maintenance.
43. The personnel and laborers engaged by the contractor under this contract shall wear neat and clean uniforms (Pant & Shirt) as approved by the Engineer-in charge along with name badges. An identity card duly counter signed by Engineer-in-charge or his representative shall be issued to each personnel by the contractor to have proper identifications. The character and antecedents of the staff employed by the contractor shall be verified from the police officials by the contractor.
44. The contractor shall have registration with Employee's Provident Fund commissioner and Employee's state Insurance Corporation for safe-guarding interest of his workmen. He shall obtain all other necessary approvals from statutory bodies as per law in vogue.
45. Staff employed by the contractor should be well behaved, Polite & courteous. Any complaint against staff on behavior should be taken very seriously and such staff should be removed by the contractor immediately from the site and replacement shall be provided immediately.
46. The contractor shall make all safety arrangement required for the labour engaged by him at his own cost. All consequences due to negligence or due to lapse of security/safety or otherwise shall remain with the contractor. The department shall not be responsible for any mishap, injury, accident or death of the contractor's staff. No

claim in this regard shall be entertained/accepted by the department. Also, Contractor is responsible to the damage caused to any man/material other than his team during execution and AIIMS will not be responsible for that.

47. The contractor shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at AIIMS, Bhubaneswar site or for any accident caused to the mand the institute shall not be liable to be any expense in this regard. The contractor shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by AIIMS, Bhubaneswar for whatever reason. The contractor shall also be responsible for the insurance of its personnel. The contractor shall specifically ensure compliance of various Laws/Acts, including but not limited to with the following and their re-enactments/amendments/modifications: -

- (a) The Payment of Wages Act 1936.
- (b) The Employees Provident Fund & MP Act, 1952.
- (c) The Contract Labor (Regulation) Act, 1970.
- (d) The Payment of Bonus Act, 1965.
- (e) The Payment of Gratuity Act, 1972.
- (f) The Employees State Insurance Act, 1948.
- (g) The Employment of Children Act, 1938.
- (h) The Motor Vehicle Act, 1988.
- (i) Minimum Wages Act, 1948

48. The contractor will have to submit the monthly bank transaction statement showing details of salary of staffs working under civil maintenance. The contractor will have to pay the monthly salary to the employees of civil maintenance in 1st week of every month irrespective of any other situation.

49. The Rate quoted by the contractor for the Manpower component should be as per the payment of minimum wages act of central government. The Bid will not be considered if the contractor's quoted price for manpower is less than the rates as per the minimum wages category mentioned by the ministry of labour, Government of India

50. The Hospital Agrees to pay the contractor the following amount per Annual Maintenance of Pest control in Hospital and Housing Complex for the year 2021-22 at AIIMS, Bhubaneswar.

- A) Minimum wages per person per month.
- B) ESI.
- C) EPF.

The amount mention A to C in each category may increase or decrease depending upon the Minimum Wages prescribed under the statute and the same shall be reimbursed to the contractor. The contractor shall disburse wages to Annual Maintenance of Pest control in Hospital and Housing in AIIMS by 7th day of each month through Electronic Transfer (ECS)& The transfer Statement should be deposited with the R/A Bill. In case due to any circumstances beyond control of contractor, payment shall be made by bearer cheque for the period up to maximum of three months, in any circumstances, cash payment of wages is not acceptable.

The contractor shall not pay the wages less than what is legally admissible to be paid to the Annual Maintenance Pest control in Hospital and Housing in AIIMS employed by the contractor as per rate as admissible under the Law. Any violation in this regard will result into the forfeiture of the Performance Security in addition to severance of this contract.

The contractor will not charge any money to seek any gratitude or favour in any form from the Annual Maintenance of Pest Control in Hospital and Housing in AIIMS personnel before or after the deployment. An undertaking in this regard will be attached with the biodata of the Annual Maintenance of Pest control in Hospital and Housing in AIIMS manpower which will be signed by the contractor as well as by the personnel deployed. Any violation of this clause lead to termination of the contract and penal action as appropriate. The contractor will submit the document along with the bill such as proof of deposit of ESI, EPF, Service Tax/GST proof, Proof of payment of salary through ECS.

51. Following Materials will be supply by the agency during the pest control work in AIIMS Bhubaneswar

NAME OF ITEM	QUANTITY
SAFETY SHOES	4 PAIR
GLOVES	4 PAIR
PPE KIT	2 PAIR
TORCH	1 NOS
SCREWDRIVER	1 NOS
TESTER	1 NOS
PLASH	1 NOS
STAND FAN	1 NOS
REGISTER	4 NOS
DRILLING MACHINE	1 NOS
HAMMER WITH BIT	1 NOS
RAIN COAT	3 NOS
UMBRELLA	1 NOS
RAT TRAP	20NOS

52. The work included in this Contract consists of “**Annual Maintenance Contract of pest control service in and around the premises of Hospital and Housing Complex at AIIMS Bhubaneswar.**”

Executive Engineer (Civil)
AIIMS, Bhubaneswar

Pest Control Treatments

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 Furnitures 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 make/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. Whenever required the Firm should depute sufficient sprayers in Mendhasala unit for the Pest Control Services.

Frequency of Pest Control

Name of Service	Regular Basis	Requirement/Complaint Basis	Mode of Treatment
Cockroaches	Either 15 days or 30 days	On requirement basis	by using Gel Treatment or by using spray (maxforee gel) bayer company
Mosquito	Either 15 days or 30 days	On requirement basis	by using spray and fogging
Rats/Rodent		On requirement basis	by using Roban Cake, Blue Board (gum) (Zinc phosphide), propexer spray.
Flies/Flye		On requirement basis	By using Melathion
Bedbugs		On requirement basis	By using Bayer temprid spray
Snacks		On requirement basis	by using carbolic acid treatment
Ant		On requirement basis	Done Only in director bungalow and outside hospital. By using Bayer Responsar
All kind of insects		On requirement basis	all kind of Flying and Crawling Insects are treated by using spray (Melathien & propexer chemical)
Silver fish		On requirement basis	these are one type of insects and they are treated by using melathein spray
General pest control		On requirement basis	It includes spider, greenfly, caterpillar, Honeybee,
Termite		On requirement basis	Application by Spraying, Digging Plinth/Floor, Injection Holes and Cavities in the Wall and Furnitures along with Fixture after observation of spots and Termite attack and closing of hopes cavities may be ensured in all the furniture in the premises of this Office.
Lizards		On requirement basis	by using spray (Delta Methrin)

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. Cyfoluthrin 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.

AFFIDAVIT

(To be Submitted on Notarized Non-Judicial Stamp Paper of Rs 10/- or above)

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 by 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 Performance Guarantee".

Business Address :-

Name :

(Signature of Bidder with Firm's Seal)

Place : _____

Dated : _____

FORM OF PERFORMANCE SECURITY (GUARANTEE)

1. In consideration of the Executive 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 thereto, our liability under this present being absolute and unequivocal.

4. The payment so made by us under this bond shall be 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)

(To be Submitted on Non Judicial Stamp Paper of Rs 100/- or above)

This Agreement is made at **Bhubaneswar** on this (day) of(Month) **20**__.

BETWEEN

Executive Director, AIIMS, Bhubaneswar represented through Executive Engineer, 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./ 013/2023-24** (herein after refer red to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for "**Annual Maintenance Contract of pest control service in and around the premises of Hospital and Housing Complex at 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 of pest control service in and around the premises of Hospital and Housing Complex at 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 participates 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 Performance Guarantee and Security Deposit of the Bidder/Contractor.

1. **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: Term & Conditions of Payment.

a. 100% payment will be released after due certification of Final Bill by Engineering-in-charge or his representative after completion of work. RA bill will be released on request basis.

b. Security Deposit 2.5% will be deducted from the bills of the Contractor.

c. The Income Tax as application shall be deducted from the bills unless exempted by the Income Tax Department.

e. Labour CESS @ 01% will be deducted from the Bill.

f. If water is used from the AIIMS, Bhubaneswar, then water charges will be deducted @1% of the bill amount.

f. Electrical charges as per actual meter reading shall be deducted from the bill. If connection is taken directly without installation of meter with prior permission from Executive Engineer (Electrical), then amount as per the usage shall be deducted from the gross bill amount as suggested by Executive Engineer (Electrical).

g. All the work shall be completed within **01 year and extendable up to 01 year** from the date of issue of work Order by the Institute from Date-____ to Date-____. 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, then a penalty at the Rate of 01% per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of the contractor (as per GCC – 2020) shall be levied subject to maximum of 10% of the accepted tendered valued of the work.

- h. It will be mandatory for the bidders to indicate their bank account number and over relevant e-payment details so that payment could be made through RTGS/Other mechanism.
- i. GST and other taxes as applicable shall be recovered/paid from the contractor's bill as per Govt. of India/AIIMS Rules.

Article - 8 : 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 been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact 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 - 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 Principal/Owner)

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

WITNESSES:

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

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

Dated :

Dated :

Place : Bhubaneswar

Place : Bhubaneswar

PROFORMA OF SCHEDULES

(Separate Performa for Works in case of Composite Tenders)
(Operative Schedules to be supplied separately to each intending tenderer)

SCHEDULE 'A'

Schedule of quantities: - (ENCLOSED)

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

Ser. No.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
(1)	(2)	(3)	(4)	(5)
NIL.				

SCHEDULE 'C'

Tools and plants to be hired to the contractor

Ser. No.	Description	Hire charges per day	Place of Issue
(1)	(2)	(3)	(4)
DELETED			

SCHEDULE 'D'

Additional Condition and specifications: Enclosed.

SCHEDULE 'E'

(Reference to General conditions of Contract.)

Name of Work : ***“Annual Maintenance Contract of pest control service in and around the premises of Hospital and Housing Complex at AIIMS Bhubaneswar.”***

Estimated Cost of Work: **Rs.30,29,904/-**

- (a) Earnest Money = **2% of Estimated cost**
- (b) Security Deposit = **2.5% of Billed value**
- (c) Performance Guarantee = **05% of Contract Value**

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS:

Officer Inviting Tender :- **Executive Engineer (Civil), AIIMS, Bhubaneswar**

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined: -

in accordance with Clause -12.2 &12.3 =

See below

Definitions

2 (v)	Engineer-in-Charge	Executive Engineer (Civil), AIIMS, Bhubaneswar
2(viii)	Accepting Authority	Executive Director AIIMS, Bhubaneswar
2(x)	Percentage on cost of materials and labor to cover all over heads and profit	15%
2(xi)	Standard Schedule of Rates	Central Public Works Department Schedule of Rates - 2021 at Delhi with up to date correction slips
9(ii)	Standard AIIMS Contract Form	GCC for CPWD Works - 2020 as amended and up to and including correction slip

Clause – 1.

- (i) Time allowed for submission of Performance guarantee, : 15 Days
Program Chart (Time & Progress) and applicable Labor
Licenses, Registration with EPFO, ESIC & BOCW Welfare
Board or proof of applying thereof from the date of issue
of letter of acceptance
- (ii) Maximum allowable Extension with late fee @ 0.1% of : 01 to 15 days.
Performance guarantee amount beyond the period
provided in (i) above.

Clause – 2.

Authority for fixing compensation under Clause 2 : **Executive Director,** AIIMS,
Bhubaneswar

Clause – 2A.

Whether Clause 2A shall be applicable : **No**

Clause – 5.

Time allowed for execution of work : **01 year and extendable up to 01
year**

Number of days from the date of issue of letter of acceptance for
reckoning date of start : **07 Days.**

Authority to decide fair & reasonable extension of time for
completion of work : **Superintending Engineer**
AIIMS, Bhubaneswar

Clause – 6.

Computerized Measurement book : **Yes**

Clause – 7.

Payment on intermediate certificate to be regarded as Advances : **No**

Clause – 7A.

Whether clause 7A shall be applicable : **YES.**

Clause – 10B(ii).

Whether Clause 10B(ii) shall be applicable

: **No.****Clause – 10C.**: **Not applicable.****Clause – 10CA.**: **Not applicable.****Clause – 11.**

Specification to be followed for Execution of work as on the date of opening of the tender.

: **CPWD Specifications Volume I & II 2019 with up to date correction slips****Clause – 12.**

12.2 & 12.3 Limit for value of any item of any individual trade beyond which sub clauses (i) to (v) shall not be applicable

: **50% (Fifty Percent)****Clause – 16.**

Competent Authority for deciding reduced rates

: **Superintending Engineer**
AIIMS, Bhubaneswar**Clause – 25.**

Settlement of dispute & Arbitration

: **Executive Director, AIIMS,**
Bhubaneswar**Clause – 36(i).**

Requirement of Technical Staff and rate of recovery in case of non-compliance shall be as per the following table :-

Value of Work	Ser. No	Minimum qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical representative)	Minimum Experience in years	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
							(Figures)	(Words)
For Agreement amount up to Rs 150 Lakhs	(a)	Graduate Engineer OR Diploma Engineer	Civil	Principal Technical representative	02 years for Graduate Engineer/ 05 years for Diploma Engineer	1	Rs 15,000/- per month	Rs Fifteen Thousand only
For Agreement amount between Rs 150 Lakhs to Rs 500 Lakhs	(a)	Graduate Engineer	Civil	Principal Technical representative	5 years	1	Rs 25,000/- per month	Rs Twenty-Five Thousand only
	(b)	Graduate Engineer OR Diploma Engineer	Civil	Technical representative	02 years for Graduate Engineer/ 05 years for Diploma Engineer	1	Rs 15,000/- per month	Rs Fifteen Thousand only

Schedule of Quantities

NIT No.: AIIMS/BBSR/Engg./ 013/2023-24

Name of Work: - ***“Annual Maintenance Contract of pest control service in and around the premises of Hospital and Housing Complex at AIIMS Bhubaneswar.”***

S.No	Description	Unit	Quantity	Rate	Amount	Remark
	PART-A (Maintenance)					
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, ants, all kind of flying and crawling insects, mosquitoes (i/c spray & fogging both),carpet moths, silver fish, cockroaches, lizards, bugs, removal of honey bees etc. and the chemical concentration which is mentioned in tender document as per latest ISI specification. (The area under the scope is 2,12,554.00 sqm)	Per Month	12	1,25,407.00	15,04,884.00	
	Total Part-A Rs.				15,04,884.00	
	PART-B (Manpower)					
	The agency will supply 05 numbers of man power i.e Technician (High skilled-1no) and sprayer (Semi skilled-04 nos) as per minimum wages of labour. Note : The Contractor has to quote the labour rate by satisfying the criteria of Labour Law					
	a. Technician (High skilled)-1 no	Per Month	(1x12)	29,821.00	3,57,852.00	
	b. Sprayer (Semi skilled)-4 nos	Per Month	(4x12)	24,316.00	11,67,168.00	
	Manpower Total				15,25,020.00	
	I/we hereby do agree to execute the manpower component part for service charge @ ----- % of the total amount Rs.15,35,748/-		TOTAL (PART B)			

TOTAL (Part-A + Part-B)	30,29,904.00
--------------------------------	---------------------

GRAND TOTAL (in figures) =

(The Rates quoted should be inclusive of GST as applicable)

(In Words) = (Rupees _____ only)

NOTE:

1. It is to be certified that the quoted rates for labours are not below the statutory rates payable under the Minimum Wages Rules/ notifications issued by the Central Government, however, contractor may quote higher rate for wages part.

PERFORMA FOR QUOTING RATES

Name of Work:- Annual Maintenance Contract of pest control service in and around the premises of Hospital and Housing Complex at AIIMS Bhubaneswar.	
e-NIT No: AIIMS/BBSR/Engg./ 013/2023-24	
Estimate Cost put to tender: - Rs.30,29,904/-	
Name of Contactor -	
PART- A (Maintenance Component)	
Total Amount (including of GST) in Rs.	Rs. 15,04,884.00
Percentage above/below the total estimated cost	
% in words	
Total Amount (Rs.)	
PART B (Manpower Component)	
Total Amount (including of GST) in Rs.	Rs. 15,25,020.00
Service Charge Percentage above/ at per the Total Estimated Labour Component Cost (Service charges minimum 3.85% to maximum 7.00% as per GeM letter OM NO. F 6/1/2023-PPD Govt. of INDIA ministry of Finance dated.06.01.2023) (The bidders are requested to quote the price for service charge minimum 3.85% and maximum 7.00%. (The price quoted outside this range will not be considered and bid will be rejected.)	
% in words	
Total Amount (Rs.)	
Total Amount (Part A + Part B including of GST) Rs.	Rs.
Percentage above/below	

(Rupees _____ only.

NOTE: -

1. MR = To be read as Market Rate.
2. The Bidder must submit Financial Bid in On-Line Mode.
3. I/We have gone through the terms & conditions as stipulated in the tender and confirm to accept and abide the same.
4. No other charges would be payable by the Institute
5. Quantity mentioned above is tentative, it may increase or decrease as per site requirement.
6. Contractor has to bring samples as per above preferred brands only and Engineer-In-Charge shall approve one sample out of the samples brought by the contractor. The contractor has to use material of that approved sample only. No claim in this regard shall be entertained.
7. In case of non-availability of material of approved make, prior approval from Engineer-In-Charge shall be obtained for other make.
8. The rates quoted should be inclusive of GST as applicable.
9. L1 shall be decided on composite basis of total amount of part A+B
10. **The bidders are requested to quote the price for service charge minimum 3.85% and maximum 7.00%. The price quoted outside this range will not be considered and bid will be rejected.**

I, the contractor certify that I am filling this template after understanding all the items of Schedule of Quantity of e NIT Page No- **35 to 36.**

Name: _____

Business Address: _____

Date : _____

Place: Bhubaneswar

Signature of the Bidder: -

Seal of the Bidder _____

E-TENDERING INSTRUCTIONS TO BIDDERS

Instructions for Online Bid Submission:

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

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION ON CPP PORTAL:

Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.

As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC“s to others which may lead to misuse.

Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER ENQUIRY DOCUMENT

There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

Once the bidders have selected the tenders they are interested in, they may download

the required documents / tender schedules. These tenders can be moved to the respective „My Tenders“ folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.

The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

Bidder should consider any corrigendum published on the tender document before submitting their bids.

Please go through the tender advertisement and the Tender Enquiry Document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

Bidder, in advance, should get ready the documents/BOQ to be uploaded as indicated in the Tender Enquiry Document and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Scanned documents to be uploaded may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document and resulting in fast uploading. It is the responsibility of the bidder to ensure that uploaded scanned documents are legible.

To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents has been provided to the bidders. Bidders can use “My Space” or „Other Important Documents“ area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

Submission of Bids

Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender Enquiry document.

Bidder has to select the payment option as “offline” to pay the Bid Security/ EMD as applicable and enter details of the instrument.

Bidder should prepare the Bid Security/EMD as per the instructions specified in the Tender Enquiry Document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the Tender Enquiry Document. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

The server time (which is displayed on the bidders" dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers" public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

The uploaded Tender/Bid shall become readable only after the tender opening by the authorized bid openers.

Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

Any queries relating to the Tender Enquiry Document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the NIT.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk