



Indian Institute of Technology Hyderabad

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Tender No. IITH/173/Tender/MS/PestControl-2/2023, dated.21.02.2023

## **NOTICE INVITING TENDER**

Indian Institute of Technology Hyderabad invites online bids in a two-bid system for **Providing Pest Control Services at IIT Hyderabad.**

The Tender Document can be downloaded from <https://mhrd.euniwizarde.com> . OR Central Public Procurement (CPP) Portal <https://eprocure.gov.in/epublish/app> OR Institute website- <https://iith.ac.in/tenders>.

The bid is to be submitted online only through the E-procurement portal of <https://mhrd.euniwizarde.com> up to the last date and time of submission of tender.

### **SCHEDULE OF DATES :**

<b>Sr.No</b>	<b>Particulars</b>	<b>Date</b>	<b>Time</b>
1	Date of Online Publication/Download of Tender	21.02.2023	16:00 Hrs
2	Bid Submission Start Date	21.02.2023	16:10 Hrs
3	Bid Submission Close Date	13.03.2023	15:00 Hrs
4	Opening of Technical Bids	13.03.2023	15:10 Hrs

**No manual bids will be accepted.** All quotations (both Technical and Financial) should be submitted online through E-procurement portal of <https://mhrd.euniwizarde.com>

Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support - Phone No. 011-49606060. Mail id: - [helpdeskeuniwizarde@gmail.com](mailto:helpdeskeuniwizarde@gmail.com)

## **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information, bidders may visit the Portal (<https://mhrd.euniwizarde.com/>)

### **1. REGISTRATION PROCESS ON ONLINE PORTAL**

- a) Bidders to enroll on the e-Procurement module of the portal <https://mhrd.euniwizarde.com/> by clicking on the link "Bidder Enrolment".
- b) The bidders 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. This would be used for any communication from the e-Wizard Portal.
- c) Bidders to register upon enrolment, with their valid Digital Signature Certificate (Class III Certificates with signing and Encryption key) issued by any Certifying Authority recognized by CCA India with their profile.
- d) 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 DSCs to others which may lead to misuse.
- e) Bidder then logs in to the site through the secured log-in by entering their user
- f) ID/password and the password of the DSC / e-Token.
- g) After registration send mail to Helpdesk: [helpdeskeuniwizarde@gmail.com](mailto:helpdeskeuniwizarde@gmail.com) for Account activation.
- h) As per portal norms Registration Fee will be applicable.

### **2. TENDER DOCUMENTS SEARCH**

- a) Various built-in options are available in the e-Wizard Portal like Department name, Tender category, Estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.
- b) 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 'Interested tenders' folder.
- c) The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

### **3. BID PREPARATION**

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c) 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 needs to be submitted. Any deviations from these may lead to rejection of the bid.
- d) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLSX/PNG, etc. formats.

### **4. BID SUBMISSION**

- a) Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidders to note that they should necessarily submit their financial bids in the prescribed format given by department and no other format is acceptable.
- d) 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, the opening of bids, etc. The bidders should follow this time during bid submission.
- e) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g) Upon the successful and timely submission of bids, 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.
- h) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.
- i) As per portal norms Tender Processing Fee will be applicable.

## **5. AMENDMENT OF BID DOCUMENT**

At any time prior to the deadline for submission of proposals, the department reserve the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

## **6. ASSISTANCE TO BIDDERS**

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to e- Wizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 8448288994/86/87/89/88/81/90/92/82 011-49606060, 07903269552, 9355030608, 9055030613, 7903810198, 9355030606, 9315620706, 9355030623, 9355030628, 8800526452, 9205898228, 9122643040, 9355030604, [eprochelpdesk.01@gmail.com](mailto:eprochelpdesk.01@gmail.com), [eprochelpdesk.44@gmail.com](mailto:eprochelpdesk.44@gmail.com) , [eprochelpdesk.06@gmail.com](mailto:eprochelpdesk.06@gmail.com)
- c) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).
- d) The bid should be submitted through e-Wizard portal (<https://mhrd.euniwizarde.com/>) only.

# TERMS AND CONDITIONS OF THE CONTRACT

## 1. SCOPE OF THE WORK/SERVICE :

1.1. Areas where the services are required to be given and their frequency:

S.No.	Location	Scope of service and its frequency
1	BTBM	<p>1. Preventive services to control pest menace shall be done at each of these locations every week. A compliance report should be obtained from the In-charge concerned after every weekly service.</p> <p>2. The pest control services to be offered shall cover the common areas and surroundings of all premises &amp; blocks including each office/class room/lecture hall, Auditorium, hostel rooms and dining areas. The services shall also include periodical spraying/fogging/fumigating mosquito repellants in mosquito seasons. The preventive pest repellent and retardant treatment should be done for all pests including wood destroying insects, injection of non-chemical insect baits etc. for maximum preventive protection as per schedule/frequency decided by the Institute from time to time during the contract period.</p> <p>3. Further, the contractor is required to depute <b>two staff members daily</b> to the campus along with required chemicals and equipment to manage the Pest Control using permitted chemicals, (to ensure, as a minimum), and to attend to and resolve the daily complaints about the pest related problems which may arise in spite of the weekly preventive action by the contractor, without any extra cost. These two personnel should remain available at this Institute throughout the office hours i.e. from 9 a.m. to 5:30 p.m. on all working days. In case of exigencies of pest control services, one of them should be deployed for service even on closed holidays.</p> <p>4. The pest control services should include removal of beehives from premises located inside the campus and catching of snakes as and when sighted and reported. The personnel deployed by the contractor at this Institute to attend daily complaints should be able to deliver both these services at short notice. A separate rate for this service needs to be quoted by the bidders in their price bids.</p>
2	MSME	
3	Chemistry	
4	New Hostels(8 Blocks)	
5	MSH	
6	RCC	

**Note: Prospective bidders are informed to visit the campus of IIT Hyderabad to familiarize with the various element and quality level of services that are required to be rendered. It would be deemed that the bidder has visited the campus and understood the requirement prior submission of the bid.**

- 1.2. **Rodent Management Service:** This services will be carried out for controlling rat problem inside as well as outside building premises and safeguarding the important files, papers, Boxes, carpets, electrical and Telephone wiring, wooden ceiling, paneling, cardboards, raw materials etc. from rodents damage. This service will be provided in the premises inside and outside of the building areas including office cabins, rooms, toilets, corridors, false ceilings etc. and common area of the staff and faculty house building premises. The treatment will be carried out by mechanical trapping with glass cleaning chemicals/agents and cleaning of partitions, paneling etc. Trap boxes or tunnels along with glue pads placed on each floor including basement area and service provider will keep on changing their location/position during his visit at the institute campus, using glue boards and poison baiting in outside area only. The Service Provider would provide Rodent control for control of Rats, Mice etc. in entire building including basement, Cable Trenches, Electrical Rooms, Air Handling Rooms, Substation etc. The personnel deployed by the contractor shall visit the locations daily for changing and replacing the glue pads/bait-stickers & used glue pads should be disposed of outside the building.
- 1.3. **Disinfestation Services:** This service should be carried out for controlling all types of crawling insects such as cockroaches, silverfish, red ants, black ants, spiders, lizards, snakes etc. The services will be provided in the notified areas by gel application or by spray for at least twice in a month during the contract period. Drainage chambers also to be treated with pesticide and anti-bacterial compound.
- 1.4. **Vector Control Service** This service should be carried out for controlling mosquitoes, flies and other flying insects. This will be provided by treating the breeding areas such as open drains, dustbins, garbage area, receiving area entry points front and rear area of the plant under the bushes damp area along the walls etc. This treatment will be carried out by outdoor spray, indoor spray and using larvicide during the contract period with the institute.
- 1.5. **Termites:** Injecting termiticide into affected portions of the woodwork, Woodwork in contact with machinery for example, door frames, cabinets, cupboards etc. shall be treated by drilling and injecting termiticide at the points of contact. Through drilling holes at the junctions of the walls and the floor and pumping chemicals through these holes, wherever necessary. The drilled holes are effectively sealed thereafter. The application of blanket spray and dusting wherever necessary.
- 1.6. **General Pests/Insects:** The Service Provider would ensure spraying for control of general pests in and around the building, lift lobbies, around floor, main entrance etc., and beehives removal as and when required.
- 1.7. **Fogging/Fumigation:** The fogging should be carried out in the premises as per the schedule decided by the Institute.
- 1.8. **Bed Bugs:** Upon completion of the inspection and an assessment of the situation, service provider will recommend the best course of action. If the inspection confirms an infestation, service provider will recommend a treatment plan based on the severity of the infestation and preferences. He will use the best tools and science to address the causes and treat your bed bug problem in the best way for your surroundings, colleagues and the environment.

2. **Estimated Contract Value:** Rs.6.00 Lakhs per annum.

3. **Period of Contract:** The contract will be initially for a period of one year. Based on satisfactory performance, the contract may be extended further for maximum of two more years on a year-to-year basis on mutually agreed terms and conditions.
4. **Termination of Contract:** The contract entered into pursuant to this tendering process can be prematurely terminated by either party after serving a notice of not less than three months, without assigning any reasons therefor.
  - 4.1. IIT Hyderabad can terminate the contract with one-month notice in case the services are not found satisfactory. In such a case, IIT Hyderabad will pay on actual work basis for the duration for which the services were used during the period in question.
5. **Visit of the Campus:** Interested bidders are advised to visit the IITH premises and ascertain the nature and quantum of work before tendering.
6. **Validity of the Bids:** The tenders shall be valid for a period of **90 days** from the date of their opening. In case the tender opening date happens to be a closed holiday, the tenders will be received and opened on the next working day without any change in timings.
7. **COMMENCEMENT OF WORK:** The successful bidder should commence the services in all respects within 15 days at IIT Hyderabad Campus on receipt of formal work order. In case it is found that the work has not been taken up from the above date, the IITH at its sole discretion may cancel the work order and Security Deposit shall be forfeited without any further reference to the Contractor.
8. **Earnest Money Deposit (EMD) - EMD of Rs.12,000/- (Rupees Twelve Thousand Only)** in the form of Insurance Surety Bonds/Account Payee/Demand Draft/ Fixed Deposit Receipt/Banker's Cheque/ Bank guarantee or payment online from any commercial Banks (As per format enclosed as ANNEXURE- 'F') of a scheduled bank in the name of Director, IIT Hyd valid for 180 days from the date of or Online Payment through the e-Procurement portal mapped to IIT Hyd Account. The Scan Copy of the Bank Guarantee /Proof of Payment made online to E-Wizard Portal should be submitted along with technical bid.

In case, EMD is other than online payment, the original document should be posted/couriered/given in person to the **Management Services Section of IIT Hyderabad (A-222B, Academic Block-A, IIT Hyderabad, Kandi, Sangareddy-502284)** on or before opening of Technical Bid. In case of non-receipt of original document before the due date of opening of technical bid, the uploaded bid will be summarily rejected.

**The firm registered with NSIC/MSME must furnish proof of registration along with their quotation failing which the bid will not be considered.**

Exemption from submission of Bid Securing Declaration against valid and relevant NSIC /MSME Certification is permitted, however it shall be subject to scrutiny by the IITH and if during scrutiny, it is found that the NSIC Certificate is invalid and/or irrelevant, then that bid is liable to be rejected as "not-accompanying EMD". Therefore, Bidders claiming exemption from EMD/Bid Securing Declaration against NSIC certificate, should ensure the same carefully, while submission of their bids.

Note: If in the view of bidder, any exemption / relaxation is applicable to them from any of the eligibility requirements, under any Rules / Guidelines/ Directives of Government of India, bidder may submit their claim for the applicable exemption /relaxation, quoting the valid Rule/Guidelines/ Directives with a copy of such

notification. In this case the bidder must submit necessary and sufficient documents along with the technical bid, in support of their claim. The relevant and valid certificates in support of claim of exemption must be submitted along with the Technical Bid.

i) The BIDDER who submits the tender on behalf of their principals should produce documentary evidence in support of their authority to quote or submit Performa invoice of their principals for this tender.

ii) The successful BIDDER, on award of contract / order, must send the contract / order acceptance in writing, **within 7 days** of award of contract.

iii) Bids submitted without Bid Securing Declaration / relevant MSME/NSIC Certificates will be rejected & no correspondence in this regard shall be entertained.

## **9. Security Deposit:**

9.1. The successful Tenderer will have to furnish a security deposit of **3% of the annual value** of the contract in the form of Bank Draft/Banker's cheque from a Nationalized Bank within 15 days of award of contract, which shall be valid for a period of 90 days beyond the contract period. No interest will be paid by IIT Hyderabad on the deposit.

9.2. Performance Security will be refunded to the contractor, after completion of period of the contract/warranty period in all respects.

9.3. Performance Security will be forfeited if the firm fails to perform/abide by any of the terms or conditions of the contract.

9.4. In case, the firm fails to provide the required services within specified delivery period, the same services will be obtained from open market and the difference of cost, if any, will be recovered from Performance Security or from pending bill(s) of the defaulting firm or from both in case the recoverable amount exceeds the amount of Performance Security.

9.5. In case of non-receipt of Security Deposit within the stipulated time, EMD will be converted into Security Deposit and the balance amount will be recovered from the bill submitted for the payment.

## **10. Eligibility Criteria:**

10.1. Certificate of Registration

10.2. Trade license essential for carrying out the work mentioned under this contract. [copy to be attached]

10.3. Bidder should have registered under GST [GST registration to be attached]

10.4. Bidder should have an office (registered/branch) at Hyderabad. Proof to be furnished.

**10.5. Experience:** The tenderer should have a minimum of three years' experience of having executed/completed similar works during the last 5 years as follows:-

- Three similar contracts valuing not less than 40% of the annual estimated cost i.e. Rs.2,40,000/- ; **OR**
- Two similar contracts valuing not less than 50% of the annual estimated cost i.e. Rs.3,00,000; **OR**

- One similar contract valuing not less than 80% of the annual estimated cost i.e. Rs.4,80,000/-.

**Note:** The tenderer must produce work done certificates for completed contracts or current running contracts from the clients. The work done certificate should mention the details of work executed, the annual value of the contract, the date of commencement and date of completion of the contract.

Copy of work order and/or self-certified certificate will not be accepted as certificate of experience. If any document other than certificate of experience is produced, such document will not be accepted as relevant. Tenders not accompanied by certificate of experience issued by the client will automatically stand disqualified.

- 10.6. The firm should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other labour authorities including under the Contract Labour (Regulation and Abolition Act). Copy of relevant registration certificates are to be attached.
- 10.7. Bidder should furnish the Income Tax returns for the last three financial years (i.e.FY 2019-20, 2020-21 and 2021-22 ).

**11. Bid Submission Process:** The bids are to be submitted **online** in a two-bid system.

- 11.1. The online Envelop clearly marked as “**Technical Bid – Envelop -1**” shall contain all the scan copies of the original documents of **Technical Bid**. The Technical Bid should be accompanied by scanned copies of the documents required under the said Bid including the duly signed tender document. The format of Technical Bid is attached at **Annexure-A**.
- 11.2. The “**Commercial Bid – Envelop-2**”- shall contain the **Price Bid**. After verification of Technical Bid, Price Bid of those tenderers who qualify the Technical Bid stage, will be opened. The format of Price Bid is attached at **Annexure-B**.
- 11.3. Failure to comply with these instructions renders the tender/bid automatically disqualified.

**12. BID OPENING :**

- 12.1. In the first stage, Technical bids of the all the bids received will be opened and evaluated by the Tender Committee. The technical bids containing incomplete information and/or not accompanied by the requisite documents as mentioned in each of the columns of the Technical Bid are liable to disqualification.
- 12.2. In the second stage, Financial Bids of the technically qualified bidders will be opened.
- 12.3. Bids submitted in a manner other than the manner explained in the foregoing paragraphs will be summarily rejected.

**13. BID EVALUATION :** Based on results of the Technical evaluation, IIT Hyderabad evaluates the Price Bid of those Bidders who qualify in the Technical evaluation. The Price Bids with the lowest price will be the highest evaluated bid subject to the other conditions already stated at paras *ibid*. **The L-1 will be decided on the basis of the rate quoted for “Schedule-A” of the Price Bid format. The L-1 shall, however, have to match his/her**

**rates for “Schedule-B” of the Price Bid format, with the lowest rates quoted for this by any other bidder in this tendering process.**

14. In case more than one party quotes the same rates, the bidder having experience of providing these services in the Govt., offices, or PSUs or in Institutions of higher education will be given preference subject to verification of their performance record from their clients. However, the decision to be taken by the Director, IIT Hyderabad in such a case shall be final & binding on all the parties concerned.
15. When a bid price w.r.t. tendered scope of work appears so low that concerns are raised as to the capability of the bidder to perform the contract at the offered price, Institute may seek a written clarification from the bidder with detailed price analysis of the bid price. If after evaluating the price analysis, Institute determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the said bid(s) will be rejected.
16. The successful Tenderer would be required to execute a contract agreement with IIT Hyderabad on a Non-Judicial stamp paper of Rs.200/- (Rupees Two Hundred) only.
17. All pages should be arranged and indexed properly.
18. **General Terms and Conditions :**
  - 18.1. The rates quoted by the bidder should be inclusive of all applicable taxes including GST.
  - 18.2. The bidder shall provide details of the pest control treatment that he/she proposes to provide for each of the pests such as rodents, rats, bandicoots, mice, mosquitos, cockroaches, ants, houseflies, snakes etc.
  - 18.3. In addition to pest control services, the contractor shall also provide the services such as removing beehives and catching snakes on call basis as and when required by the Institute. Separate rates for these services shall be quoted in the price bid.
  - 18.4. The Service Provider shall at no time violate provisions of the Insecticides Act, 1968 and Insecticides Rule 1971 and /or any other relevant laws and rules as framed by the Government of India, State Government or Local Bodies.
  - 18.5. Service provider shall depute experienced persons for execution of the job along with all material, machines and manpower.
  - 18.6. All the equipment (eg. trap boxes, Glue traps) and consumables (eg: Pesticide spray) required for the service will be provided by the Service Provider at no extra cost to the Institute.
  - 18.7. The spray of insecticides, pest control services shall be as per extant rules.
  - 18.8. The contractor should submit a monthly report to the Institute on the services done at various locations, and the complaints attended during the month.
  - 18.9. The Service Provider shall be required to use only those chemicals/pesticides that have been approved for the household purpose by CIB & RC under the provisions of Insecticide Rules 1971 framed under Insecticide Act 1968.

- 18.10. Payment of wages & statutory obligations such as Minimum Wages etc. are to be observed by the Successful contractor. Statutory Liability viz. ESI/EPF etc. would be solely borne by the successful contractor & no extra payment would be made on this account. Any expenditure towards wear & tear, repairing would be borne by the successful contractor.
- 18.11. The Director, IIT Hyderabad reserves the right to reject any or all bids at any time before or after opening of the bids without assigning any reason therefore.
- 18.12. The terms and conditions of contract & instructions to bidders contained herein shall form part and parcel of and shall be taken as if they were included in the contract agreement to be entered into by the successful Tenderer.
- 18.13. Violation of any terms and conditions by the successful tenderer will lead to termination of the contract agreement and will result in forfeiture of Security Deposit to the extent as would be decided by the Director, IIT Hyderabad.
- 18.14. Notwithstanding any other provisions in this contract, the IITH reserves the absolute right to terminate the contract if it is felt that continuation of the contract is not in public interest. The contractor is not eligible for any compensation or claim in the event of such cancellation.
- 18.15. If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the contractor shall be forfeited without any claim whatsoever on IITH and the contractor is liable for action as appropriate under the extant laws.
- 18.16. In the event of local problems arising while discharging the functions at IITH the contractor will deal with them appropriately and he will not bring IITH on the scene for such matters.

**19. PAYMENT TERMS :**

- 19.1. No advance payment in any case would be made.
- 19.2. The payment shall be made as per order. The prices quoted shall be complete covering all aspects. The price shall be inclusive of all consumables including cleaning chemicals, insecticides, pesticides, equipment and manpower required to provide service. Institute will have right to deduct penalties as per provisions of the contract.
- 19.3. The firm will be paid on a monthly basis on submission of bills by him. Payment would be made to the Contractor/Firm /Agency on monthly basis within 15 (fifteen) days of receipt of the bill, directly into the bank account of the Firm/agency. The bill should be submitted in triplicate within first week of the succeeding month. TDS will be deducted as per rules from the monthly bills. No advance payment will be made to the firm.
- 19.4. TDS and any other Government levies applicable on bills as per Government instructions/ notifications issued from time to time shall be applicable and deductible from Contractor's bills.

**20. PENALTIES**

	<b>Service Agreement</b>			<b>Penalties for breach</b>
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SI. No		Base Line	Lower Performance	1 <sup>st</sup> Instance	2 <sup>nd</sup> Instance	3 <sup>rd</sup> Instance
1	Delay in carrying out pest control as per schedule	One time	Within 2 days of scheduled date	1% of billed amount	1.5% of billed amount	2% of billed amount
2	Failure to deliver pest control services	zero	NA	3% contract value	5% of contract value	Termination of contract
3	Use of chemicals not certified by WHO /central insecticide board	zero	NA	Termination of contract	NA	NA

## 21. CANCELLATION OF CONTRACT

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

21.2. If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and Security Deposit issued to the IITH shall be forfeited without any claim whatsoever on IITH and the contractor is liable for action as appropriate under the extant laws.

## 22. FORCE MAJEURE

22.1. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the CONTRACT, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. The service provider is not bound to provide services without break in such a situation. Similarly, the Institute is not bound to make payments to the contractor without appropriate deductions towards absence of services

22.2. The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the CONTRACT, Flood and Acts and Regulations of respective government of the two parties, namely IITH and the CONTRACTOR.

22.3. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 48 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, IITH shall have the option of canceling this CONTRACT in whole or part at his discretion without any liability at his part. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

## 23. ARBITRATION & JURISDICTION:

23.1. In the event of any dispute arising out of or in connection with this contract, whether during the subsistence of the contract or thereafter, the matter shall be referred to the Director, IITH or any other officer nominated by the Director, IITH for arbitration whose decision shall be final and binding on the parties. The contractor

agrees that the arbitrator could be an employee of the Institute & shall not have any objections in this regard. The proceedings before the arbitrator would be governed by the provision of the Arbitration Act 1996.

23.2. The work shall be awarded to that party, whose rates are found genuine, lowest & capable to work at IIT Hyderabad. The rates should be inclusive of all taxes. The Institute holds the right to reject any/all the bid(s) without assigning any reason.

23.3. Canvassing in connection with the tenders is strictly prohibited and tenders submitted by the tenderers who resort to canvassing will be liable to rejection. Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer or staff of IIT Hyderabad shall block his/ her tender from being considered. Canvassing on the part or on behalf of the tenderer will also make his tender liable to rejection.

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

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**PART – I**  
**Technical Bid**

A. Documents details to be mandatorily submitted:

| S. No. | Particulars                                                                                                                    | Fill in the details | Submitted? (Y/N) | Pg. No. |
|--------|--------------------------------------------------------------------------------------------------------------------------------|---------------------|------------------|---------|
| 1      | Name of Firm/Tenderer/Company (in block letters)<br><i>[Firm registration certificate to be attached]</i>                      |                     |                  |         |
| 2      | Permanent Address & Telephone No.                                                                                              |                     |                  |         |
| 3      | Full Postal Address,<br>Telephone/Fax No.<br>E-mail:                                                                           |                     |                  |         |
| 4      | Whether the firm/ agency has any office at Hyderabad, if so, Address, Telephone and email-id<br><i>[Attach separate sheet]</i> |                     |                  |         |
| 5      | Name of the bank, address, account number, IFSC code                                                                           |                     |                  |         |
| 6      | PAN No. <i>[copy to be attached]</i>                                                                                           |                     |                  |         |
| 7      | GST No. <i>[copy to be attached]</i>                                                                                           |                     |                  |         |
| 8      | EMD (Transaction ID and Date) <i>[copy to be attached]</i>                                                                     |                     |                  |         |
| 9      | EPF Registration <i>[copy to be attached]</i>                                                                                  |                     |                  |         |
| 10     | ESI Registration <i>[copy to be attached]</i>                                                                                  |                     |                  |         |
| 11     | <b>Experience Certificates</b> <i>[copies to be attached]</i>                                                                  |                     |                  |         |
| 12     | Income Tax Returns (for the last three Financial years) FY 2019-20, 2020-21 & 2021-22 <i>[copies to be attached]</i>           |                     |                  |         |
| 13     | Declarations as per <b>Annexure-C, D, E &amp; F</b><br><i>[Copies to be attached]</i>                                          |                     |                  |         |
| 14     | Any other relevant information                                                                                                 |                     |                  |         |

B. Details of Experience: Should be furnished in the following format:

| Name of the client and full address | E-mail and Telephone number of the client | Tenure of the contract | Value of contract | Supporting documents to be attached as enclosure & refer here |
|-------------------------------------|-------------------------------------------|------------------------|-------------------|---------------------------------------------------------------|
|                                     |                                           |                        |                   |                                                               |
|                                     |                                           |                        |                   |                                                               |
|                                     |                                           |                        |                   |                                                               |

It is certified that the particulars given above are true to the best of my/our knowledge/belief and I/We have read the terms and condition of the Tender for deployment of one Ambulance on contract basis and have also understood the same and do hereby undertake to abide by the same without any reservation on any ground whatsoever. In case of any breach of the said conditions I/we shall be responsible for consequences of the same.

Date: \_\_\_\_\_

Name & Signature of the Authorized Signatory of the bidder

**Note:** Bidders have to fill all the details in Annexure-A (information, submission status and Pg. No.) and furnish the supporting documents for the points mentioned in Annexure-A **[PREFERABLY IN A SINGLE PDF FILE]**.

**FORMAT OF PRICE BID**

**The bidder has to download the excel file from MHRD portal, fill the required fields in the excel and upload the same on MHRD Portal.**

**Letter of Consent and bid submission**  
(To be submitted on Bidder's letter Head)

Date: \_\_\_\_\_

To  
The Director  
IIT Hyderabad

**Sub:** Providing Pest Control Services at IIT Hyderabad

**Ref:** Tender Notice No. \_\_\_\_\_.

Sir,

I/We hereby offer to provide the Pest Control services on a monthly hire basis, and hereby accept all the terms and conditions of your Tender. Further, I/We agree to abide by the terms & conditions of the Tender Notice and hold our bid open and valid till 90 days from the date of opening of the same.

2. I/We have understood and fulfilled Eligibility Criteria, General Terms and Conditions and Scope of Work, Technical Specifications and Special Conditions of Contract and am/are fully aware of the nature of the services required and my/our offer is to provide services strictly in accordance with the requirements of your Institute.
3. As advised, a Self-Declaration is hereby enclosed in lieu of Earnest Money Deposit. I/We fully understand that I/We shall be blacklisted and debarred from future tendering process at the IIT Hyderabad if:-
4. I/We do not execute the contract documents within 7 (seven) days after getting information from IITH, or
5. I/We do not commence the work within 15 (fifteen) days after award of the contract to us from IITH,
6. This bidding document of mine/ours consists of \_\_\_\_\_ Nos. of pages in total.
7. Bidding documents and submission of Tender have been duly signed and attached herewith.
8. I/We know that acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Bidder(s) with Stamp, Address

**Note:** The formats have been made available for the convenience of tenderers in word format in the document titled 'Annexure'. The formats may also be downloaded. No change should be made by the tenderers except filling-up details. In case any change is made in the content of the formats, except filling-up details, it shall be treated as unauthorized and such tender will stand automatically disqualified.

NO RELATIONSHIP CERTIFICATE

(On Company Letterhead )

1. I/We hereby certify that I/We\* am/are\* related/not related(\*) to any officer of IIT Hyderabad. ( If Related provide the details of the employee)
2. I/We\* am/are\* aware that, if the facts subsequently proved to be false, my/our\* contract will be rescinded with forfeiture of E.M.D and security deposit and I/We\* shall be liable to make good the loss or damage resulting from such cancellation.
3. I//We also note that, non-submission of this certificate will render my / our tender liable for rejection.

Date:

Authorized Signatory with seal

Name:

Place:

Designation:

Contact No.:

**DECLARATION REGARDING CLEAN TRACK/NO LEGAL ACTION**

(to be provided on letter head of the firm)

I hereby certify that the above firm namely \_\_\_\_\_ is neither blacklisted by any Central/State Government/Public Undertaking/Institute nor any criminal case registered / pending against the firm or its owner / partners anywhere in India.

I hereby certify that there is no police case/ vigilance enquiry pending against Partners of the firm or sole proprietor or company as the case may be, and that he has never been punished by any Hon'ble Court.

I also certify that the above information is true and correct in any every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

Date:

Authorized Signatory

Place:

Name:

Designation:

Contact No.:

**Bid Securing Declaration Form**

Date: \_\_\_\_\_

Tender No. \_\_\_\_\_

To  
The Director,  
IIT Hyderabad,  
Kandi, Sangareddy-502284

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported with EMD.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)  
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)