

NATIONAL LAW INSTITUTE UNIVERSITY
Kerwa Dam Road, Bhopal

NOTICE INVITING TENDER

FOR

Providing Pest Control Services at NLIU,
Bhopal

Last Date & Time for Submission of Tender: 01.07.2022 up to 12.30pm

TENDER NOTICE

1. Earnest Money Deposit (EMD)

The tender form is available from website: www.nliu.ac.in, the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.10,000/-(Ten thousand only) and tender cost of Rs. 1000/-+ 18% GST (non-refundable) against DD of Public Sector Bank in favour of Director National Law Institute University payable at Bhopal.

The bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. No interest shall be payable by the Institute on EMD. Successful tenders in the event of the contractor failing to comply with any provision of the contract, EMD shall stand forfeited. The bid security is normally to remain valid for a period of 30 days beyond the final bid validity period.

Bids shall remain valid for 120 days after the date of Bid opening prescribed by University. A Bid valid for a shorter period shall be rejected as non-responsive.

In exceptional circumstances, University may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. A Bidder granting the request is not required nor permitted to modify the Bid.

2. PERFORMANCE SECURITY DEPOSIT

The successful bidder shall have to deposit a Performance Security Deposit of the 5 % of the total amount of the work order within 15 days of the receipt of the LOI/Order. The performance security deposit will be furnished in the form of Bank Guarantee of any Public Sector Bank drawn in favour of "Director" National Law Institute University Payable at Bhopal. The performance security deposit should be valid for one year beyond the date of completion of all contractual obligations. Bid security should be refunded to the successful bidder on receipt of performance security.

3. SUBMISSION OF BID

The tender form is available from [www: nliu.ac.in](http://www.nliu.ac.in). The envelope must be superscribed "Bid for Providing Pest Control Services". The Tender must reach on or before **01.07.2022 at 12.30 pm**, the documents submitted in the bid must be legible and self-attested. Otherwise, the bid is likely to be rejected. Each page of TECHNICAL and FINANCIAL BID should be duly signed & stamped. The date and time of opening of Technical shall be published in the University **website: www.nliu.ac.in** and also intimate to the agency via mail or telephonically.

4. RELAXATION OF TERMS AND CONDITIONS

The Director, NLIU is empowered to relax any term or condition mentioned herein

5. AGREEMENT

The contractor will have to enter into a written Agreement with this department within 15 days of intimation of acceptance of approved rates.

6. OPENING OF THE TENDERS

The duly Purchase Committee constituted with the approval of the Director, NLIU will assess the eligibility of the tenderer and also evaluate the financial bid of the tenderer/firm.

7. PERIOD OF THE CONTRACT

The contract shall be valid for a period of ONE year. The University reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions at the discretion of the University for further Two Years.

8. TERMINATION OF THE CONTRACT

The contract can be terminated by the University with one month notice, if during the tenure of the contract the performance is not found to be satisfactory and in this regard the decision of the University will be final and binding on the Agency.

9. PENALTIES

- α. For not providing the Spray in times a penalty of Rs. 1000/- will be imposed per default and maximum penalty as decided by the Competent Authority.
- β. For misbehavior of the worker Rs. 1000/- will be imposed per default and maximum penalty as decided by the Competent Authority.
- χ. For causing damage to the public property: Three times the market value of the damaged property or Rs.5000/- whichever is higher will be levied.
- For persistent breach or unsatisfactory services- termination of the contract along with forfeiture of performance security and blacklisting.

10. PAYMENT TERMS

- α. The payment shall be made quarterly on submission of the bills and job card after the satisfactory completion of the work assigned, at approved rates after deducting penalties if any. No advance payment will be made.
- β. The University will deduct Income Tax at source under Section 194-C of Income Tax Act from the Tenderer at the prevailing rates of such sum as income tax on the income comprised therein
- χ. No claim for interest will be entertained by the University in respect of any payment/default which will be held with the University due to dispute between the University & Contractor or due to Admin delay for the reasons beyond the control of the University.

11. RECOVERY

The University reserves the right to recover the amount paid in excess during the contract from any other work or source after the contract if any if found paid in excess

12. BID EVALUATION CRITERIA

- In case it is found that the bidder as per the requirement of the bid has not quoted any specified item his bid on that particular item shall be evaluated on the basis of the highest quoted rates by another bidder. The Tenderer shall, however, be required to meet time bound work and to the standardized satisfaction of the University.
- Among eligible bidders, the Bid Evaluation Committee shall select the bidder who is charging reasonable rates.

13. RESOLUTION OF DISPUTES

The Court of Bhopal only will have the jurisdiction to deal with and decide any legal matters or disputes whatsoever arising out of the contract.

SCOPE OF WORK

- 1 Rodent Management Services: These services will be carried out for controlling rodent problems inside as well as outside the premises and safeguarding the important human, raw materials etc. from rodents damage. This service will be provided in the entire office premises including Hostels, Guest House, Staff Quarters, Office Buildings, Health Care, Centre, Sports, Centre, Legal Aid Clinic etc and surrounding area of University premises inside the building area including rooms, toilets, corridors etc. and outside the building premises. The treatment will be carried out by the agency as per the enclosed frequency.
- 2 Roda-boxes or tunnels along with glue pads are placed on each floor including the basement area and service operator will keep on changing their location/position during his visit twice in a month at NLIU, using glue-boards and poison baiting in outside area only. For
Providing the services, the services operator of the contractor shall visit NLIU for controlling the rodent problem and the operator of the services.
- 3 Anti-Termite: This service will carryout for controlling all types of termites etc. The services will be provided as per direction when required.
4. Vector Control Service: This service will carryout for controlling mosquitoes, flies and other flying insects. This will be provided by treating the breeding areas such as Hostels, Guest House, Adm. Block, Samadhan Bhawan, Library, Health Care Centre, Legal Aid Clinic, Sports Centre, Staff Quarters, Offices and other buildings etc. Including rooms, and corridors inner or outer areas of the buildings. This treatment will be carryout by outdoor spray, indoor spray and using larvicide 4 times a month every year.

scope of work includes entire office premises including Guest House, Residence area & surrounding area
of University premises

Place :

Date :

Signature of the Tender_____

Name of the Signatory_____

Name of the Firm / Agency_____

Seal of the Firm / Agency_____

(TECHNICAL BID (DETAILS OF THE AGENCY))

The bidder is required to enclose self attested photocopies of the following documents along with the Technical Bid, failing which their bids may be summarily/out rightly rejected and may not be considered:

Sr. No.	Criteria As per tender Clause	Vendor Response/ Remarks	Page No.
01.	Constitution of the firm / Registration Certificate (Attach Proof)		
02.	Address proof of Bhopal office.		
03.	PAN Number		
04.	GST Number		
05.	Balance sheet or Income tax returns of three years		
06.	EPF/ Account Number (Attach Proof)		
07.	ESI Account Number (Attach Proof)		
08.	Should have at least 5 years' experience of having rendered in pest control services in Government Department/PSU/Autonomous establishments.		
09.	The bidder should have a financial turnover		

	of at least Rs. 10.0 Lakhs each for any two years during the last three years.		
10.	Earnest Money Deposit (EMD) of Rs.10,000		
11.	The Tender document Fee of Rs.1000/+ 18% GST		
12.	Bid form		
13.	Bidder's Details Details		
	FINANCIAL CAPABILITY OF BIDDER,		
14.	Declaration,		
15.	Whether Agency Has been Blacklisted by any of the Department/ Organizations (Attach Undertaking On the letter Head of the firm duly signed and stamped)		

This is to certify that I/ We have carefully read the contents of the tender document and fully understood all the terms and conditions therein and undertake myself/ ourselves to abide by the same.

Place :

Date :

Signature of the Tender_____

Name of the Signatory_____

Name of the Firm / Agency_____

Seal of the Firm / Agency_____

NATIONAL LAW INSTITUTE UNIVERSITY

Bidder's Details

1	Name of the Firm	
2	Registered Office Address Contact Number Fax Number E –mail	
	Name & address of the person to whom all references shall be made with regard to this tender Name: Address: Phone Numbers (office & mobile): Email Id: Alt. Email id:	
3	Correspondence / Contact address Name & Designation of contact person Address Contact Number Fax Number E-mail	
4	Is the firm a registered company? If yes, submit documentary proof Year and Place of the establishment of the company	
5	Former name of company, if any	
6	Is the firm A Government / Public Sector undertaking a proprietary firm A partnership firm (if Yes, give partnership deed) A limited company or limited corporation, member of a group of companies, (if yes, give name and address and description of other companies) A subsidiary of a large corporation (if yes give the name and address of the parent organization). If the company is subsidiary,	

	state what involvement if any, will the parent company have in the project.	
7	Total number of employees. Attach the organization chart showing the structure of the organization.	
8	Are you registered with any Government Department / Public Sector undertaking (if yes, give detail)?	
13	Number of offices in district headquarters in Bhopal	
15	List the major clients with whom your organization has been / is currently associated.	
16	Have you any capacity not completed any work awarded to you? (if so, give the name of project and reason for not completing the work)	

Authorized Signatory (signature in full) : _____

Name and Title of Signatory : _____

Company Rubber Stamp : _____

NATIONAL LAW INSTITUTE UNIVERSITY, BHOPAL

FINANCIAL CAPABILITY OF BIDDER

Sl. No.	Name of the Bidder	Turnover (Rs. / Lakhs)		
		2019-20	2020-21	2021-22
1				

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

Note:

Submit the audited financial statement/ audited annual report of the last three financial years.

TERMS & CONDITIONS:

Terms and Conditions of the tender are as under:-

- 1 The successful tenderer shall not engage any sub-Contractor or transfer the contract to any other person/firm/agency in any manner. The tenderer shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.
- 2 Any person who is in Govt. service or an employee of this Centre should not be made partner to the contract by the Tenderer directly or indirectly in any manner whatsoever.
- 3 The Tenderer shall indemnify the University against all other damages/charges and expenses for which this University may be held liable or pay on account of the negligence of the Tenderer or his staff or any person under his control whether in respect of accident, injury to the person or damage to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The University shall not be responsible financially or otherwise for any injury to the worker or person deployed by the Tenderer during the course of performing duties.
- 4 The rate contract shall be valid initially for one year and the University reserves the right to extend the validity of contract on the same rates and terms & conditions for a further two more years upon the satisfactory functioning of the tenderer.
- 5 During the period of contract, the rates will not be revised with the revision of any taxes by the Government of India.
- 6 The Tenderer shall not employ any person who has not completed eighteen years of age. The Tenderer shall comply with all the statutory provisions as laid down under various Labour Laws/Acts/Rules like Minimum Wages, EPF, ESI, Bonus, Gratuity, Contract Labour Act and other Labour Laws/Acts/Rules in force from time to time at his own cost. In case of violation of any such statutory provisions under Labour Laws or any other law applicable upon the Tenderer, there will not be any liability upon the University.
- 7 The University will be under no legal obligation to provide employment to any of the personnel of the Tenderer during / expiry of agreement period and the University recognizes no employer-employee relationship between the University and the personnel deployed by the Tenderer/agency.
- 8 The prices quoted should be inclusive of all charges and taxes.
- 9 The Director, NLIU reserves the right to terminate the contract without assigning any reason by giving a notice of 15 days to the Tenderer at any point of time during the period of the contract.
- 10 The interested firms can contract the University on any working day during the office hours.
- 11 Each paper of the bid should be serially numbered and duly signed by the bidder with the seal of the firm on every page.
- 12 The Director, NLIU reserves the right to relax any term or condition mentioned herein.

NATIONAL LAW INSTITUTE UNIVERSITY

BID FORM

(Bidders are requested to furnish the Bid Form in the Format given in this section, filling the entire Blank and to be submitted on Letter Head in original)

To
The Registrar
NLIU, Kerwa Dam Road,
Bhopal- 462044

Sub: Providing Pest Control Services for NLIU, Bhopal

Dear Sir,

We the undersigned bidder/(s), having read and examined in detail the specifications and other documents of the subject pest control services, do hereby propose to execute the job as per specification as set forth in your Bid documents.

The prices of all items stated in the bid are firm during the entire period of the job irrespective of the date of completion and are not subject to any price adjusted as per in line with the bidding documents. All prices and other terms & conditions of this proposal are valid for a period of 90 days from the date of opening of the bid. We further declare that the prices stated in our proposal are in accordance with your bidding.

We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect.

If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with the schedule indicated in the proposal. We fully understand that the work completion schedule stipulated in the proposal is the essence of the job if awarded.

We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to five to ten percent (5%) of the Order value as stipulated in the Financial Bid.

We agree that University reserves the right to accept in full/part or reject any or all the bids received or split order within successful bidders without any explanation to bidders and his decision on the subject will be final and binding on the Bidder.

Dated, thisday of2022

Thanking you, we remain,

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

NATIONAL LAW INSTITUTE UNIVERSITY, BHOPAL

DECLARATION

I, _____ Son/Daughter/Wife of _____ Resident of _____

Proprietor / Director /
Authorized Signatory of the Company / Firm, mentioned above, is competent to sign this
declaration and execute this tender document;

I have carefully read and understood all the terms and conditions of the tender and undertake to
abide by them;

The information/documents furnished along with the above application are true and authentic to
the best of my knowledge and belief. I/we are well aware of the fact that furnishing of any false
information / fabricated document would lead to rejection of my tender at any stage besides
liabilities towards prosecution under appropriate law.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

FORM OF AGREEMENT

This agreement made the _____ day of the month of _____ in the year 2022 BETWEEN, The NATIONAL LAW INSTITUTE UNIVERSITY (Hereinafter called NLIU”) or Client which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns, NLIU, Kerwa Dam Road, Bhopal 462044, M.P, India on the ONE PART; and

* Shri _____ S/D/o _____ resident of _____ the sole proprietor of M/s _____ having office at the following address _____

* M/s. _____ the partnership firm having an administrative/principal office at _____ represented by its Managing/duly authorised partner.

* M/s. _____ company/body corporate incorporated under the provisions of the Companies Act 1956 having its registered office at the following address _____, duly represented at _____ duly represented by its constituted _____ and authorized Director, Shri _____ and (hereinafter called the Tenderer which term shall also be called the Supplier or the Contractor) which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns on the other part

WHEREAS THE Client/ NLIU is desirous that certain works should be designed, supplied, installed, tested & commissioned as detailed in the notice inviting tender and their office mentioned and called for the invitation to tenderers for the supply, installation and performance of such works has been accepted by the NLIU on the terms and conditions as set out therein and interalia others.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;
 - a) Notice inviting Tender
 - b) General rules and Instructions for the guidance of tenderers.
 - c) The Tender, Letter of Acceptance, Letters from & to the tenderer, if any, leading to and prior to the acceptance letter.
 - d) General Conditions of contract and clauses of the contract along with thereto.
 - e) Schedules consisting of Technical Specifications, Special Conditions, Compliances, Comprehensive AMC terms, tender drawings if any, etc.
 - f) Schedule of quantities including Prices and tendered amount is known as Price - Bid.
 - g) The details submitted in the technical bid, design, site survey and such other commitments like Annual Maintenance Charges for the period mentioned shall be part of the agreement.

[Note : * Strike off whichever is not applicable]

3. In consideration of the payments to be made by the NLIU to the tenderer, the tenderer hereby covenants and agrees with the NLIU to complete the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the General Conditions as also in the aforesaid documents which shall form part of this agreement.

In witness whereof the parties hereto have hereunto set their respective hands and seal the day and year is first above written.

Signed, _____ sealed _____ and _____ delivered _____ by _____ the _____ said
tenderer, _____
_____ to
the CLIENT(NLIU) _____ in the presence of:

Signature of Tenderer (with seal)

Signature of Authorised representative
of the Client/NLIU Accepting Authority.

Witness (Signature, Name & Address):

1).

2).

AMC OF PEST CONTROL SERVICES

PRICE BID

S.No	Description	Unit	Rate	Amount
1	Anti Snake Treatment			
	Liberal spraying of chemical around buildings, dusting of structures and outfield including burrows treatment (Boys Hostel A&B, Girls Hostel A&B, Guest House, Academic Block, Staff Quarter etc) open area in and around the campus. Once in a month.	Per Call		
2	General Pest Control Treatment			
	To control mosquitoes, flies, cockroaches and other crawling insects (Boys Hostel A&B INCLUDING ALL ROOMS, Girls Hostel A&B INCLUDING ALL ROOMS, Guest House, Academic Block, Staff Quarter etc) including Toilets, Galleries, corridors inner and outer area of the building, Once in a week i.e 52 weeks.	52 weeks		
3	Rat Control Treatment			
	Complain basis glue trap & poison baiting per building.	Per Operation		
4	Post Termite Treatment			
	Complain basis	Per Sqm		
	TOTAL			
	GST			
	GRAND TOTAL			

NOTE:The agency must be quoted the amount of GST, if not the tender shall be rejected.