

National Law Institute University, Bhopal

Kerwa Dam Road, Bhopal-462044 Email: nliu@nliu.ac.in

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TENDER DOCUMENTS

FOR

Pest Control Treatment Services in the Campus of NLIU, Bhopal



NATIONAL LAW INSTITUTE UNIVERSITY

Kerwa Dam Road, Bhopal - 462044

TENDER NOTICE- NLIU/ADMIN/PEST TREATMENT-07/2023

Online tenders are invited by the National Law Institute University for the following work as per tender specifications and bids have to be submitted online on Portal <https://mptenders.gov.in> as per the key dates in the notice published on the above website from appropriate class of contractors, registered in CPWD/MPPWD/Other State Govt. PWD under the Centralized registration system.

S. No	Tender Specification No.	Particulars	Tender Cost (Rs.)	EMD (in Rs.)	Date of Downloading the Tender Documents and Last Date of submission of Tender Document	Due date of opening of tender*
1	NLIU/ADMIN/PEST TREATMENT-07/2023	Pest Control Treatment in the Campus of NLIU, Bhopal.	1000.00 + GST @18% (Rs 1180/-)	10,000/-	21.06.2023 and 03.07.2023	04.07.2023

NOTE: -

- (1) Other details can be seen in the complete tender documents which shall be made available on e-portal <https://mptenders.gov.in> and www.nliu.ac.in/tenders and can be downloaded from the portal.
- (2) Tender documents can be submitted only online from e-portal <https://mptenders.gov.in>. Details of tender document is also visible on the website www.nliu.ac.in/tenders
- (3) The bid data should be filled online and the documents which are to be uploaded by the bidders should be submitted online within time schedule (Key Dates).
- (4) The relevant portion of tender which tenderer have to fill online would be available on above website as per date mentioned in the tender document. The university reserves the right to reject any or all the tender or accept any tender in full or part as considered advantageous to the university, whether it is lowest or not, without assigning any reason whatsoever it may be.
- (5) Since the online bidders are required to sign their bids online using class III Digital Certificates only, hence they are advised to obtain the same at the earliest. Bidders intending to participate in the Tender are required to get themselves trained on the e-Procurement System of MP Tender.
- (6) The bidders are required to invariably upload the documentary evidence of submission of **EMD/TENDER COST in Envelope- A** without which online offer i.e. **Envelope – B (Technical Bid) & C (Financial Bid)** shall not be opened.
- (7) No offer will be accepted without valid Earnest Money Deposit. If on opening of tender, it is revealed that EMD amount is inadequate/ any other discrepancy is noticed, the offer shall be rejected.
- (8) The corrigendum or addendum to the bidding documents, if any, as well as any change in due date(s) of opening of tender will be published on the website: <https://mptenders.gov.in> & also on university website <http://www.nliu.ac.in> and will

not be published in newspapers. Hence, participant bidders are advised to regularly visit the websites for latest information in this regard. The university shall not be responsible in any way for any ignorance of the bidders about the corrigendum or addendum or change in the due dates.

- (9) No physical submission of Bid is required. The date of opening of Technical Bid shall be the date of opening of tender for all the purpose.
- (10) The Tender document will be available on portal <https://mptenders.gov.in> on or before from 21.06.2023 to 03.07.2023 at 03:00 PM and the date & time of received of tender on 03.07.2023. The interested bidders are advised to regularly visit the portal for purpose.
- (11) If any of the above happen to be a holiday, the next working day will be the due date.



Estimated Cost Inclusive of GST@18% = Rs. 5,00,000/-

Online Item Rate Tenders are invited from the contractors for the work of Pest Control Treatment in the Campus of NLIU, Bhopal.

Cost of Tender Document is **Rs. 1000/-(NON-REFUNDABLE)** excluding GST @18% which should be deposited electronically. Bidder has to pay the cost after calculating the GST amount. Tender Documents without 'Cost of Tender Document' will be summarily rejected. Tender Documents without requisite EMD will be summarily rejected.

Eligibility Criteria -

Contractors who fulfil the following requirements shall be considered as eligible bidder:

1. GST No.
2. PAN No.
3. Shop Establishment in MP Government.
4. Should have at least 3 years' experience of having rendered in pest control services in Government Department/ PSU/ Autonomous establishments.
5. Work order of similar nature of work at least 01 work of Rs. 04 Lakh, 02 work of Rs 2.5 lakh, 03 work of Rs 2.0 Lakh each. Similar Nature of work means Pest Control Treatment in Government Department/ PSU/ Autonomous establishments, no other work will be considered.
6. The bidder should have a financial turnover of at least Rs. 2.50 Lakhs each for two years during the last three years.

The tender document (consisting of a schedule of quantities of various types of items to be executed, the set of terms and conditions of the contract and other documents, if any) can be downloaded from the university website www.nliu.ac.in/tenders or www.mptenders.gov.in from **21.06.2023 to 03.07.2023 at 03:00 pm**. *The University shall not be responsible for any delay/difficulties/inaccessibility of downloading facility for any reason whatsoever. In case of any discrepancy between the documents downloaded from the internet. No claim on this account will be entertained.*

Tender should be submitted as per the prescribed format within the specified date and time failing which the offer shall be summarily rejected. **Bid Validity period is 90 Days** from submission of bid. Bid will be opened on **04.07.2023 at 03:00 pm**. The University reserves the right to reject any tender without assigning any reason thereof.

Registrar



SCOPE OF WORK

- 1 Rodent Management Services: These services will be carried out for controlling rodent problem 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 agency as per enclosed frequency.
- 2 Roda-boxes or tunnels along with glue pads placed on each floor including 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 services operator.
- 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, corridors inner or outer area of the buildings. This treatment will be carryout by outdoor spray, indoor spray and using larvicide's 4 times in a month every year.
5. Anti-Snake Treatment – Liberal spraying of chemical around building, dusting of structure 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.

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 _____



INSTRUCTIONS TO THE BIDDER

1. Attention of the tenderer is directed to the conditions of tender and general conditions of the contract of NLIU. The Bidder must read the terms & conditions before submission of the tender.
2. The Tenderer shall visit and inspect the site and obtain all information on his own responsibility and at his own cost, which may be necessary for the purpose of quoting and submitting the tender. No excuse or ignorance as to site conditions and local information shall be accepted after awarding the contract. All costs, charges & expenses that may be incurred in connection with the preparation of his tender shall be borne by him and the University accepts no liability whatsoever therefore. Failure by the tenderer to have done all the things, which in accordance with his condition he is deemed to have done shall not relieve the successful tenderer of the responsibility for satisfactory completion of the work as required. If there is any clarification required, the tenderer shall submit the queries in writing 03 (Three) days before the last date & time of submission of the tender, to the Registrar, NLIU, Kerwa Dam Road, Bhopal. Access to the site will be granted, if necessary, to the party with the prior permission of the University.
3. 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.
4. The contractor will have to enter into a written Agreement with this department within 07 days of intimation of acceptance of approved rates.
5. The Earnest Money received shall be refunded to the unsuccessful bidders without any interest, after the finalization of the party. The Earnest Money Deposit (EMD) of the successful tenderer shall be refunded after the completion of the contract period.
6. Earnest Money Deposit (EMD) will be forfeited in the following cases –
 - a. If the tenderer withdraws/modifies his tender during the period of Bid Validity.
 - b. If the tenderer does not accept the correction of arithmetical errors of his tender.
 - c. If the tenderer after awarding of work, does not start the work within the stipulated time period as per Letter of Acceptance / Work Order.
7. 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.
8. During continuance of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in the Contract Data. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made their under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-



observance of the provisions stipulated in the notifications/byelaws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct from any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

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 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.
11. **Termination:** 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.

12. Penalties:

- a. 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.
- b. For misbehaviour of the worker Rs. 1000/- will be imposed per default and maximum penalty as decided by the Competent Authority.
- c. 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.
- d. For persistent breach or unsatisfactory services- termination of contract along with forfeiture of performance security and blacklisting.

13. Payment Terms:

- a. 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.
 - b. 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
 - c. No claim for interest will be entertained by the University in respect of any payment/deposit 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.
14. The Court of Bhopal only will have the jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the contract.



(TECHNICAL BID)

To be submitted on bidder letterhead.

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.
1	Firm Registration Certificate		
2	Address proof of Bhopal office		
3	GST & PAN Number (Attach Self certified copies)		
4	Should have at least 3 years' experience of having rendered in pest control services in Government Department/ PSU/ Autonomous establishments.		
5	Undertaking by the bidder on their letter head whether they have not been blacklisted by any Government Department/ PSU/ Autonomous establishments.		
6	The bidder should have a financial turnover of at least Rs. 2.50 Lakhs each for two years during the last three years.		
7	Enclose EMD submission page.		

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

TENDER NOTICE- NLIU/ADMIN/PEST TREATMENT-07/2023

FINANCIAL INFORMATION

Financial Analysis – Details to be furnished duly supported by figures

Name of the Firm / Agency: _____

Financial Years

(In lakh)

Sl. No.	Details	(1)	(2)	(3)
		2022-23	2021-22	2020-21
i)	Gross annual turnover in works.			
ii)	Profit / Loss			

Signature of Chartered Accountant with seal

Signature (s) of Bidder(s)



CERTIFICATE & DECLARATION: non blacklisting of firm

It is certified that all information provided in tender form is true and correct to the best of my knowledge and belief. No forged / tampered document(s) are produced with tender form for gaining unlawful advantage. We understand that NLIU, Bhopal is authorized to make enquiry to establish the facts claimed and obtain confidential reports from clients.

In case it is established that any information provided by us is false / misleading or in the circumstances where it is found that we have made any wrong claims, we are liable for any penal action and other damages including withdrawal of all work / purchase orders being executed by us. Further NLIU, Bhopal is also authorized to blacklist our firm/company/agency and debar us in participating in any tender/bid in future at least 2 years.

I / We assure the Institute that neither I / We nor any of my / our workers will do any act/s which are improper / illegal during the execution in case the tender is awarded to us.

Neither I / We nor anybody on my / our behalf will indulge in any corrupt activities / practices in my / our dealing with the Institute.

Our Firm/ Company/ Agency is not been blacklisted or banned by any Govt. Department, PSU, University, Autonomous Institute or Any other Govt. Organization.

Date:

Signature of the Tenderer

Place:

Stamp

Note: This certificate should be executed on duly notarized ` 100/- NJ Stamp Paper.



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 details 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 job irrespective of date of completion and 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 bid. We further declare that 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 to.

If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with 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 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 Bidder.

Dated, thisday of2023.

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 2023 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 462 044, 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 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 acceptance letter.
 - d) General Conditions of contract and clauses of 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 known as Price - Bid.
- g) The details submitted in 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
and year first above written.

their respective hands and seals the
day

sai

Signed, sealed and delivered by the
tenderer, _____

the CLIENT(NLIU) _____ in the presence of:

to

Signature of Tenderer (with seal)

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

Witness (Signature, Name & Address):

1).

2).



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			



