

Tender No: K1-1205/7/2023-ENGG/2574

Dated 26/Aug/2024



NOTICE INVITING e-TENDER (Nle-T) UNDER TWO PART BID

FOR:-

Annual Maintenance Contract for Pest, Rodent & Snakes Control Treatment / Chemical spraying / Gel Treatment /Fogging at IIM SHILLONG

**INDIAN INSTITUTE OF MANAGEMENT SHILLONG,
UMSAWLI CAMPUS, SHILLONG**

Notice Inviting Tender

Indian Institute of Management Shillong intends to invite tender for Annual Maintenance Contract for Pest, Snakes & Rodent Control Treatment / Chemical Spraying / Gel Treatment / Fogging at Indian Institute of Management Shillong Umsawli & Nongthymmai Campus.

Name of work	AMC for Pest, Snakes & Rodent Control Treatment / Chemical Spraying / Gel Treatment / Fogging at Indian Institute of Management Shillong Umsawli & Nongthymmai Campus.
The Currency in which Payment shall be made	Indian Rupees (INR).
Estimated value of work	Around Rs 22 lakhs per year.
Date of Issue/e-Publishing	26 Sept 2024 at 17:00 Hrs.
Document Download Start Date	26 Sept 2024 at 17:30 Hrs.
Document Download End Date and Time	16 Oct 2024 at 15:00 Hrs.
Date for Pre-Bid Conference and Time	07 Oct 2024 at 15:00 Hrs
Bid Queries should reach by	Latest by 07 Oct 2024 till 15:00 Hrs. Bid queries received later than the date and time as mentioned above shall not be entertained. Pre-bid queries should be emailed to spo@iimshillong.ac.in
Venue of Pre-Bid Conference	IIM Shillong, Umsawli , Shillong 793018, Meghalaya
Last Date and Time for receipts of Bids	16 Oct 2024 upto 15:00 Hrs.
Date and Time of Opening of Technical Bids	17 Oct 2024 at 15:00 Hrs.
Date and Time of Opening of Financial Bids	To be informed later

Earnest Money Deposit	<p>EMD of Rs 44,000/- has to be deposited as Online payment to the link below:</p> <p>https://erp.iimshillong.ac.in/fee/PaymentPortal/GeneralPayment.aspx?p=unPpDMmNMgyLM9LLfrXUhXoSTjyLVw6DxTjCWVtMbdUcKbkE3r0UFHXfSvCkAxB%2fbcArkGhAT7xc5DEg3KOPbstq9OYBbkPD4vQNVRYJPv6mTqwHUhRdoxwhoBkhbeT9kyXo%2bAxQICwJAnXHsWpcPw%3d%3d</p> <p>A copy of the transaction receipt has to be mailed to spo@iimshillong.ac.in and accountsofficer@iimshillong.ac.in clearly mentioning the firm's name and Tender Id no. along with tender description, <u>No Cheque or DD will be accepted as EMD.</u></p>
No. of Covers	02 (Two Packets) {Technical and Financial}
Bid Validity days	90 days (From the date of opening of bid)
Performance Guarantee (PBG)	<p>Bank 3% of the Estimated value of work of the successful bidder. PBG is required to be submitted within 15 days from the date of issue of the Letter of Intent (LOA with validity of six (6) months beyond the contract period. (To be forfeited in the event of any kind of failure in contractual performance and Non-Compliance to terms & conditions).</p>
Email Address	spo@iimshillong.ac.in
Registered Office	Umsawli, East Khasi Hills, Shillong-793018, Meghalaya

Copy to:

- Director IIM Shillong for favor of information.
- Stores & Purchase Officer for Uploading the Tender Information on E-Procure/CPPP Portal.
- IT officer for uploading the tender information in the Institutes' website.
- Relevant file.

1.0 INSTRUCTIONS FOR ONLINE BID SUBMISSION :

- 1.1 Bidders would be required to register on the Central Public Procurement Portal at <https://eprocure.gov.in/eprocure/app> using a valid Digital Signature Certificate (DSC) and valid email address to be able to participate in the bidding process. On registration with the Portal they will be provided with a user id and password by the system through which they can submit their bids online.
- 1.2 Digital Signature Certificate (DSC) may be obtained from any authorized agencies registered with the Certifying Authority (CA), through National Informatics Center (NIC) in India.
- 1.3 Bidders can download the bid document from Central Public Procurement Portal website at <https://eprocure.gov.in/eprocure/app> and required to submit the bid online by scanning and uploading all the relevant documents through the online Portal only.
- 1.4 Tender information is also available in the Institute's website at <https://www.iimshillong.ac.in/tender-notices/>. Any further detail regarding Amendment /Addendum /Extension/ Corrigendum (if any) will be upload online only at both the given websites.
- 1.5 Earnest Money Deposit (EMD)(Refundable) as mentioned at **Detailed Notice Inviting e-Tender** above, has to be deposited as per online link provided. Bidders are required to upload the transaction receipts. A copy of the same has to be mailed spo@iimshillong.ac.in and accountsofficer@iimshillong.ac.in clearly mentioning the firm's name and Tender ID no. along with tender description, **No other mode of EMD payment will be accepted.**
- 1.6 The bid submitted shall become invalid if-
 - i The bidder doesn't pay EMD to the Institute on or before the last date and time of online submission of the tender document.
 - ii The bidder doesn't upload all the relevant testimonials as mentioned in this tender document.
 - iii The Bidders will be required to produce the original copies of the eligibility criteria documents along with other document mentioned in the tender whenever needed at the various stages of tendering {if required}. Any discrepancy is noticed in the uploaded documents with reference to the original documents, the bid will be treated as invalid.
- 1.7 The tender document shall be uploaded in two parts as follows:
 - 1.7.1 **"TECHNICAL BID"**: This stage shall contain the Techno-Commercial Bids comprising along with list of the documents.
 - 1.7.2 **"FINANCIAL BID"**: This stage shall contain only the Price Bids
- 1.8 Payment to the vendor for supply of items/services at IIM SHILLONG shall be made through E-payment.

Sd/-

Chief Administrative Officer

IIM Shillong

2.0 GENERAL TERMS & CONDITIONS:

2.1 INSTRUCTIONS TO BIDDERS

General Conditions of Tendering

- 2.1.1 **Tender document:** One set of tender documents along with one set of BOQ are uploaded in the CPPP portal along with the drawings/ specifications/brochures etc (if any). Bidder shall download the tender documents and are advised to read the instructions carefully to ensure that his response complies fully before participating in the CPPP portal along with their offer letter.
- 2.1.2 **Tender validity:** Tender shall remain valid for a period of 90 **days** from the date of opening of the financial bid. The bidder shall not be entitled during the said period to revoke or cancel his tender or to vary the tender given. In case of bidder revoking or cancelling his tender, the Institute will forfeit the earnest money paid by him along with the tender. Bids shall be revalidated for extended period as required by Institute and will be published in CPP Portal and Institute's website.
- 2.1.3 **Tender submission:**
1. Bidders must upload their documents by the time and date mentioned in the Notice Inviting e-Tender in the CPP Portal (www.eprocure.gov.in), within stipulated time. Bidder may go through the given special instruction before participation in e-Tendering.
 2. The tender and all details submitted subsequent to the tender shall be e-signed by any one, legally authorised to enter into commitment on behalf of the bidder.
 3. If bidder have a relative or relatives or in the case of a firm or a company, one or more of its shareholders or a relative or relatives of the shareholder(s) employed in IIM SHILLONG, the authority inviting tenders shall be informed of the fact at the time of submission of the tender, failing which the tender may be disqualified or, if such fact subsequently comes to light, the Institute reserves the right to take any other action as it deems fit in accordance with any applicable law, rules, regulations or the like in force for the time being.

2.2 Bidder's responsibility for bid & Clarification:

- 2.2.1 The details presented in this tender document consisting of conditions of works/ supply/ service contract, scope of work, technical specifications/ requirements have been compiled with due understanding of the requirement, it is also the bidder's responsibility to ensure that the information provided are clearly understood.
- 2.2.2 The bidder shall be deemed to have inspected, examined and understood the site of / supply/ service and including surroundings and other information in connection therewith and to have satisfied himself before submitting his/her tender as to all the prevailing conditions and deemed to have obtained all necessary information as to the risks, contingencies and other circumstances which may influence or effect his/her tender. Bidder's quote is the responsibility of bidder and no relief or consideration can be given for errors and omissions.
- 2.2.3 Bidder may request clarification at any time up to the mentioned last date of seeking Clarification. Such clarification requests shall be addressed to the **Store & Purchase Officer, IIM Shillong (Email: spo@iimshillong.ac.in)**

- 2.3 **Pre-Bid meeting** :Techno-commercial discussion with the Bidders will be arranged {if required}. The bidder shall depute his representative(s) with authority for attending the discussion.

2.4 Amendments.

Institute may issue clarifications/ amendments in the form of addendum/ corrigendum during the tendering period. For the addendum/ corrigendum issued during the tendering period, bidders are required to check CPP Portal (<https://eprocure.gov.in/eprocure/app>) and the Institute's website (www.iimshillong.ac.in) for details. No other mode of notice will be given.

2.5 Scope of Tender

The complete scope of works/ supply/ service has been defined in the tender document. Only those Bidders who undertake total responsibility for the complete scope of works/ supply/ service in line with basic scheme and scope as defined in the tender document shall be considered.

2.6 Deviations in terms and condition

Bidders are required to submit offers strictly as per the terms and conditions and specifications given in the tender document and not to stipulate any deviations/ exceptions. **Conditional tenders are liable to be summarily rejected.**

2.7 Institute's right

Institute reserves the right to accept a tender other than the lowest and to accept or reject any tender in whole or in part, or to reject all tenders with or without notice or reasons. Such decisions by Institute will bear no liability whatsoever consequent upon such decisions.

2.8 Earnest money

- 2.8.1 The tender is to be accompanied by Earnest Money (interest free) for the amount indicated in NleT.
- 2.8.2 **The intending bidder registered with the competent government authorities as a Micro or Small Enterprises under MSME Scheme (having Valid Registration) shall be exempted from payment of EMD as per the existing government policies.** Such intending bidder shall furnish valid registration certificate issued by the competent government authorities and the registration certificate must cover the item/work/service tendered to get EMD exemptions. If the bidder fails to submit valid registration certificate his claim for EMD exemptions shall not be entertained.
- 2.8.3 If the bidder, after submitting his/her tender, revokes his/her offer or modifies the terms and conditions thereof during the validity of his/her offer except where the Institute has given opportunity to do so, the earnest money shall be liable to be forfeited.
- 2.8.4 After placement of Work Order/ Supply Order on successful bidder, the earnest money will be refunded to the unsuccessful Bidders. For successful bidder, the EMD will be converted to Security Deposit without any interest and will be refunded after one month of successful completion of Defect Liability Period.
- 2.8.5 In case of cancellation/ withdrawal of this 'NleT' i.e. Notice Invitation to e-Tender by the Institute, which it shall have the right to do at any time, the earnest money paid with the tender will be refunded to Bidders without any interest.
- 2.8.6

2.9 Tender requirement

2.9.1 Technical and Price Bid

- 2.9.1.1 The technical bids will be opened online by a committee duly constituted for the purpose at the time and date as specified in the tender document. All required documents against Notice Inviting e-Tendering documents need to be uploaded at CPP Portal as per checklist at Annexure II by the bidders and verified by the Digital Signature Certificate (DSC). The same will be downloaded for technical evaluation and the result of technical bid evaluation will be

displayed on <https://eprocure.gov.in/eprocure/app> in which can be seen by all bidders who participated in the tender.

2.9.1.2 It is important that bidder clearly demonstrates his ability, giving to Institute a high level of confidence that the bidder will be able to perform the works/ supply/ service within the schedule and meeting the other requirements listed in the tender document. Failure to do so may result in disqualification of the tender.

2.9.1.3 Priced bid of Technically qualified bidders will be opened on designated date.

2.10 **PERFORMANCE GUARANTEE :**

As Performance Security, EMD of the successful bidder shall be retained by the Institute as a Performance Guarantee. At the successful completion of contract/ supply/ work/ service the Performance Guarantee will be refunded to the bidder. MSME registered firms who have sought exemption for submission of EMD will require to furnish a Performance Bank Guarantee (PBG) to the amount of 3% of the contract/ supply/ service value within 2 weeks of receipt of work/supply order.

2.11 **Completion Certificate:**

Upon satisfactory completion of contract/supply/work, a Completion Certificate will be issued by the Institute.

2.12 **Liquidated Damages for delayed completion/ supply:**

If the successful bidder fails to perform within the stipulated time then penalty at the rate of 0.5% per week or part thereof subject to a maximum of 10% of the Work/ contract/ supply order value will be levied and deducted from the payment due to the firm.

2.13 **Work/ Purchase at Risk and Cost**

The institute reserves the right to get the whole or part of the work/ purchase executed by some other agency at the risk and cost of the bidder to whom the contract has been awarded if it is found that the quality and/or the progress in respect of whole or part of the Work/ contract/ supply is not satisfactory.

2.14 **Insurance**

The bidder shall take insurance to cover any accident or accidents of nature, for an amount as required for the type of Work/ contract/ supply against damage /loss/ injury to property or person or loss of life during the complete period of the supply/ contract.

2.15 **Indemnity**

The bidder shall indemnify and keep indemnified the institute against all losses and claims for injuries and or damages to any person or property.

2.16 **Jurisdiction**

Any dispute or difference which may arise shall be referred to the Director IIM Shillong for settlement whose decision shall be final and binding. Any dispute are subject to Shillong court's jurisdiction only.

3. ELIGIBILITY CRITERIA

1. Intending applicants are required to submit their full biodata giving details about their organization, experience, technical personnel in their organization, spare capacity, competence, and adequate evidence of their financial standing, etc. in the enclosed form which will be kept confidential.
2. While deciding upon the selection of contractors, great emphasis will be given on the ability and competence of applicants to do good quality work within the specified time schedule and in close co-ordination with other agencies, besides the rate structure of the items.
3. The decision of the Institute regarding the selection of contractors for issue of tender forms will be final. The Institute is not bound to assign any reason therefor.
4. Each page of the application shall be signed. The application shall be signed by person/ persons on behalf of the organization having necessary authorization/ power of attorney to do so.
5. If the space in the proforma is insufficient for furnishing full details, such information may be supplemented on separate sheets of paper stating therein the part of the proforma and serial number. Separate sheets shall be used for each part.
6. Applications containing false and/or inadequate information are liable for rejection.
7. The Documents to be submitted for technical qualification is as under.

SN	Certificates/Documents	Submitted (Yes/No)
1	The bidder should be registered firm in India under company/society registration act or any other applicable statute, capable of carrying out the subject work as stated above.	
2	The signatory should possess Registered Power of Attorney	
3	Registration of GST	
4	PAN card	
5	Professional Tax Registration if required	
6	The firm should be a profit-making entity for the past 3 years. Audited A/c statement- Balance Sheet and P/L A/c for the last 3 years (2021- 22,2022-23,2023-24) shall be submitted	
7	Interested bidders should have experience in a similar field of providing Pest, Rodent & Snakes Control Treatment / Chemical spraying / Gel Treatment /Fogging in Public Sector	

	<p>Undertakings/Autonomous Institute under Central/State Govt or Private Organization of repute like 5 star hotels during the last three consecutive years starting from 2021-22, 2022-23 and 2023-2024 as follows:</p> <p>(i) 3 works, each having value equal to or more than 40% of the estimated cost per annum</p> <p>or</p> <p>(ii) 2 works, each having value equal to or more than 60% of the estimated cost per annum</p> <p>or</p> <p>(iii) 1 work the value of which is equal to or more than 80% of the estimated cost per annum</p> <p>Satisfactory performance Certificate issued by the present and past clients along with details such as Name, Address, nature of work, contact number etc. and copies of Award and Purchase Orders are to be submitted.</p>	
8	Valid Trading License Issued by KHADC or an undertaking that the same will be furnished within one month from the date of issue of work order. Failing which the work order will be cancelled and EMD/PBG will be forfeited.	
9	Quality related marks (ISO Certification): ISO (5-10 Years); others	
10	A copy of the Valid Pest Control Operators License must be enclosed from the competent authority. The contractor should have appropriate Govt. License for Pest Control, Pesticides, Insecticides/ Chemicals.	

1. Bidders who fail to submit any of the above documents their tender will be rejected and will not be considered for opening of financial bid.
2. Bidders must submit documentary proof (self-attested photocopies) for the above purposes. All documentary proof must be listed on the letterhead of the company/firm.
3. The bidder shall submit legal documents pertaining to the status of the organization including Memorandum and Articles of Association.
4. The Bidder should not have been blacklisted by any Central/State Government Organization or PSU for any corrupt and fraudulent practice or any other reason whatsoever. An undertaking for Non-Blacklisting / Non-Debarment of the bidder is attached with this document which needs to be stamped as a declaration and must be submitted along with the tender.
5. The Bidder should submit its Organizational / Financial profile as a part of Technical Offer. Documents supporting the Financial Statement (like Copies of published Annual Reports etc.) should also be supplied along with the Technical Offer.

6. The Bidder should be a profit-making entity and it should have an average Annual Turnover for the last 3 years (2021-22, 2022-23, 2023-24) should not be less than 5.00 Lakh. Details of the same are to be provided authenticated by CA. This should be the individual company's turnover and net profit and not that of group of companies. Supporting documents in this regard should be provided as a part of the technical offer.

7. The bidders with necessary experience and those who fulfill the eligibility criteria and who submits all necessary documents will only be considered and in the event of their failure to do so, their tender will be summarily rejected without any intimation or assigning any reason.

8. **The bidders should have Local office in Shillong or an undertaking should be submitted that a local office in Shillong will be opened if they are selected.**

Grounds of Disqualification and Blacklisting:

Notwithstanding anything contained in this document, any Bidder/selected Vendor shall be disqualified when –

- a. Any Bidder who has been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority as on the date of the publication of this Tender/Procurement.
- b. Any bidder whose Contract/Agreement with any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority has been terminated before the expiry of the Contract/Agreement for breach of any terms and conditions at any point of time during the last five years.

Selection Process

The technical evaluation of bid will be on evaluation matrix indicated below. *The bidder must achieve an overall 63 marks otherwise the bidder will not be qualified during technical evaluation and will not be considered for opening of financial bid.*

Evaluation Matrix

No.	Particulars	Marks	Remarks
1.	Legal Structure		The bidder must enclose the incorporation certificate.
(i)	Private/Public Ltd	10	
(ii)	Partnership	7	
(iii)	Proprietorship	5	
2.	Years of Registration		The bidder must enclose the registration certificate
(i)	More than 15 years	10	
(ii)	Less than 15 but more than 10 years	7	
(iii)	Less than 10 but more than 07 years	5	
(iv)	Less than 07 but more than 03 years	2	
(v)	Less than 03 years	0	
3.	Work Experience in Pest Control Services		The bidder must enclose the work order / completion certificates to establish the length of the experience
(i)	More than 15 years	10	
(ii)	Less than 15 but more than 10 years	7	
(iii)	Less than 10 but more than 07 years	5	
(iv)	Less than 07 but more than 03 years	2	
(v)	Less than 03 years	0	
4.	Working experience with PSBs /Govt./RBI/PSUs/SBI		

(i)	Working experience with Residential Educational Institute of Medical Institution Govt or Public having a built up area of not less than 50,000 Sqm	10	The bidder must enclose at least one work order for providing security services in this regard
(ii)	Working experience with Govt/ Central Govt/ PSUs/ Autonomous Bodies/ State Govt/Govt Agencies	7	
(iii)	Working experience with Public Sector Banks/ Nationalized Banks/SBI	5	
(iv)	Working experience other than mentioned in 3 (i), (ii) & (iii)	2	
5.	Registered office		The bidder must enclose the address proof in this regard
(i)	Registered office in Shillong	10	
(ii)	Branch office at Shillong	5	
(iii)	Registered office outside Shillong	0	
6.	Number of work orders for similar works in last 3 years		The bidder must enclose the relevant work order for providing security services in this regard
(i)	Should have carried out minimum 1 similar work with Govt/PSUs during last 3 years (ending 31.03.2024) not less than 80% of the estimated cost	10	
(ii)	Should have carried out minimum 2 similar works with Govt/PSUs during last 3 years (ending 31.03.2024) not less than 60% of the estimated cost	7	
(iii)	Should have carried out minimum 3 similar works with Govt/PSUs during last 3 years (ending 31.03.2024) not less than 40% of the estimated cost	5	
7.	Submission of All Documents/ Application in Prescribed format (as per Annexure-I) of		

	tender documents		
(i)	Submitted all supporting documents as mentioned in tender document and submitted the information as per format given in the tender document	10	
(ii)	Submitted all supporting documents as mentioned in tender document and submitted the information as per format given in the tender document after clarifications	5	
(iii)	Not submitted all/any supporting documents as mentioned in tender document and not submitted the information as per format given in the tender document (even if one document mandatorily mentioned in the tender document)	0	
8.	Submission of EMD, if any, and Integrity Pact		
(i)	Submitted the mandatory Pre-Contract Integrity PACT and EMD (except exempted categories), if any, submitted at the time of bidding	10	
(ii)	submitted the mandatory Pre-Contract Integrity PACT and EMD (except exempted categories), if any at the time of seeking clarifications from the bidder	5	
(iii)	Not Submitted	0	
9.	CA Certified Annual Turnover for last three years		The bidder must enclose turnover certificates for the years 21-22, 22-23 &
(i)	Average CA Certified Turnover of last three years more than Rs. 10 lakhs	10	
(ii)	Average CA Certified Turnover of last three years	7	

	less than Rs. 10 lakhs but at least Rs. 7.5 lakh		23-24
(iii)	Average CA Certified Turnover of last three years less than Rs.7.5 lakhs but at least Rs. 5 lakhs	5	
(iv)	Average CA Certified Turnover of last three years less than Rs. 5 lakhs but at least Rs. 2 lakhs	3	
	TOTAL	90	

4. SCOPE OF WORK/ SUPPLY/ SERVICE & TECHNICAL SPECIFICATIONS/ REQUIREMENTS

Scope of Works and Specifications

Pest, Snakes & Rodent Control Treatment / chemical spraying / Gel Treatment/Fogging Note:

- Pest Control Works approved by WHO or approved by / registered with concerned Deptt. of State Govt. and Central Insecticide Board of India.
- A copy of the Valid Pest Control Operators License may be enclosed.
- The contractor will submit the Material Safety Data Sheet (MSDS) for all the gels/chemicals proposed to be used by them.
- Details of the property are given in price bid (BoQ).

Broad Specifications:

Pest Management is an integrated approach to tackling a pest problem, which includes control (either physical or chemical) and prevention. The contractor should have knowledge and skills, along with the latest products and equipment, in order to provide effective solutions for pest control in our office. Knowledge of local and international Regulatory, Hygiene & Safety Standards and conforming to these, forms an integral part of contractor's responsibility.

High standard of pest control services shall be maintained by using ultramodern equipment and materials like the same are maintained at major Airports, 5-Star Hotels etc.

Safety is key when using various pesticides / other products. Ensure that the workers wear appropriate protective clothing, rubber gloves, face masks, follow the directions on the label of any product, follow the instructions of the qualified pest management Supervisor and ventilate the room when using strong chemicals. Use biocides safely. Always read the label and product information before use.

Pesticide Regulations in India

The Insecticides Act, 1968 and Insecticides Rules, 1971 regulate the import, registration process, manufacture, sale,

transport, distribution and use of insecticides (pesticides) with a view to prevent risk to human beings or animals and for all connected matters, throughout India. All insecticides (pesticides) must necessarily undergo the registration process with the Central Insecticides Board & Registration Committee (CIB & RC) before they can be made available for use or sale. Thus, technically all insecticides (pesticides) in India are those substances that are listed on the "Schedule" of the Insecticides Act, 1968. The Registration Certificate mandates that a label be put on the packaging, which clearly indicates the nature of the insecticide (Agricultural or Household use), composition, active ingredient, target pest(s), recommended dosage, caution sign and safety precautions. Therefore, a pesticide labelled for agriculture should not be used in a household.

Materials:

All the pesticides, insecticides, rodent repellents, other required materials and equipment will be provided by the contractor. Nothing will be provided by the Institute.

No products which are banned should be used and it will be the sole responsibility of the contractor. All chemicals sprayed or gas generated out of spraying at the time of treatment shall not contain any banned chemicals that are harmful to human health.

Quality: Quality is the essence in these works and the best possible applications should be used in

the office & residential building/ premises. The ultimate objective will be the complete pest control treatment irrespective of the method of treatment. The quality of treatment/s shall not be sacrificed at any cost by the contractor since it is a performance-oriented contract.

General guidelines and scope of work:

1. **Pest Control** should aim at eradication of Cockroaches, Mosquitoes, Flies, Lizards, bedbugs, other bugs, insects etc. through application of permitted insecticides/ pesticides as per Government of India and WHO norms.
2. The Contractor must treat all the areas inside and outside the building, as necessary and/ or as decided by IIM Shillong for treatment of ants, mosquitoes, rodents, cockroaches, bedbugs, spiders, silverfish, wasps, lizards, etc. to keep the premises free from pests. The further details are given in Price bid BOQs.
3. The Pest control treatment in office & residential areas should cover all the places like drains, lawns under the tables, chairs, almirahs, on and around the pile of files, on wooden furniture, on false ceiling, on all staircases, Ducts, drain/sewage/gutter Chambers, lift lobby, on all toilets drain ducts, on all pantry rooms, in all stores and any hidden space under the furniture and should leave no space unattended. Agencies 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 extra cost.
4. The treatment for ants, cockroaches, mosquitoes, bugs / bedbugs, spiders, silver fish, wasps, lizards, etc. inside the flats should be treated preferably with Gel treatment. The concentrated mix of gel chemical with water or any other solvent (like Biflex etc.) may be used wherever necessary etc. Old chemicals/gel may be removed from the premises at the time of fresh treatment. The material composition of the Gel treatment shall not contain any banned chemicals which are harmful for human health. Applying the gel chemical inside the office & residential areas shall be done at strategic locations to get rid of all the household pests such as cockroaches, bugs/bedbugs, spiders, silver fish, wasps, lizards, etc.

5. The date and time of pest control treatment may be decided after discussion with the IIM Shillong official.
6. Chemical sprays shall be used for mosquito control.
7. **Snake Control:** Chemicals used for snake control should be to deter snakes from coming to residential areas or public areas. No chemical should be used that might kill the snake. The treatment should be done in such a way that it remains effective up to next pest control period failing which the same shall have to be done again without any cost.

8. Rodent Control:

Rodent controlling should be done as per the prescribed intervals (viz. monthly) or as per orders and instructions on the subject. The treatment should be done in such a way that it remains effective up to next pest control period failing which the same shall have to be done again without any cost.

Rodent control treatment should be carried out by trapping, poison baits, fumigation, glue pads depending on the location in and around the premises to keep it free of rats. Rodent control should commence with strategic placement of bait and at suitable intervals of time to bring the rodent population under control.

Office & Residential Areas: Traps

Substation, Cable routes – poison baits, glue pads

Outside: Traps

AHU/ducts/drain – poison bait

Subsequently, periodic treatments should be made by the Contractor to continue baiting as per the specification and keep a constant vigil on the rodent population. A separate register shall be maintained for the same to assess the effectiveness of the treatment.

9. **Pest/rodent control inside chambers:** Contractor has to spray chemicals inside the drains, damp areas, manholes, sewer lines, etc. regularly to destroy cockroach and mosquito breeding.
10. Periodicity may vary in case of guest houses, gymnasiums, etc. as per the requirements at the site.
11. **Fogging:** The fogging has to be done in the external areas to reduce the mosquito menace has to be done twice a week or as and when necessary. No different rates shall be paid for extra treatments. The area of fogging shall be in the Residential areas and Office building or as and where necessary as decided by IIM Shillong.

It will be carried out in the evening hours / when the mosquitos are active.

Nature of work and periodicity:

SN	Particulars	Location	Periodicity
A	<p>Disinfestation/ Pest Control Treatment in common areas using baits / chemical spray internal office areas of the building:</p> <p>Carrying out bait treatment in the office building and Residential areas in all the common areas in the office complexes such as staircase / lobbies / passage / corridors / manholes / inspection chambers / etc. the item of work includes opening of manholes / inspection chambers / gully traps etc. covers and replacing the same in position to restore normalcy after spraying ISI approved chemicals by using non-toxic (Harmless to human beings) products. Keeping sufficient of baits in each room which should be effective till next treatment falls due. The treatment shall aim to control house-hold pests like, cockroaches, silver fish, bed bugs, red and black ants, spiders, flies, fleas, mosquitos, similar other crawling/flying insects, etc. and lizards. The treatment includes removal and disposal of old baits etc. Complete. If treatment is not found effective, additional treatment at no extra cost will have to be carried out.</p> <p>The Job-card should be got filled in and signed by the end users and should be enclosed with the bills for making payments.</p>	Office building & Residential areas	4 times in a Month
B	kitchen & dining areas, garbage rooms/storage rooms.	Dining areas	Once in a Twice a week
C	External Rodent Control Treatment:		
	Rodent Control Treatment for controlling Rats, Mice & Bandicoots at Residential and Office buildings and Substation, Cable routes, Traps AHU/ducts/drain	Residential & Office building	Twice a Month
D	<p>Internal Rodent Control Treatment:</p> <p>Rodent Control Treatment for controlling Rats, Mice & Bandicoots in Office building</p>	Office Residential building &	Monthly
E	<p>External Fogging Treatment:</p> <p>Providing and executing the fogging treatment for Mosquito and other flying insects-control for all open / common areas etc. complete as directed by IIM Shillong</p>	office building	Once a week
F	Snake Treatment	External Areas	Once a Month or as and when required.

SAFETY CODE

1. The Contractor shall maintain in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates

hospitalization.

3. The contractor has to indicate the chemicals to be used for all the works mentioned in scope of work in the attached Annexure A. The contractor shall undertake pest control measures only through Government of India approved formulations registered under the Insecticides Act for use in Household/Public Health and rodent control, available on website of Ministry of Agriculture and Farmers Welfare.
4. Details of the chemical should contain- Name of Chemical, name of company, concentration, chemical composition, quantity consumed, size of packing, batch number, manufacturing and expiry date.
5. The pesticides, etc. used for pest/rodent control, should not have adverse impacts on human health.
6. A penalty of Rs. 1,000.00 shall be levied for violation of safety norms including non-use of personal protective equipment. A penalty of Rs. 2,000.00 shall be levied if violation is repeated.
7. Penal action will also be taken if the contractor's supervisors and workers do not wear the uniforms and photo identity cards issued by the contractor and thus pose a security risk to the safety of the Institute stakeholders, its faculty, officers, staff and their families residing in the campus. The decision of the Institute in all such cases attracting penalties shall be final and binding on the contractor.
8. An adequate insurance coverage shall be arranged by the contractor for all employees/workmen against accident & the Institute shall not be responsible for any liability arising out of any accident / injury caused to the employees/workmen while executing the work.

Declaration by the Contractor

We / I have read and understood the Safety code for the Pest Control AMC works in the entire premises of IIM Shillong (as indicated in the tender/bid) both inside and outside and we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

Place :

Date :

(Signature of the Bidder)

Address :

Name and Seal:

5. SPECIAL TERMS & CONDITIONS AND PAYMENT TERMS/ SCHEDULE

1. Any additional/different terms & conditions proposed by the bidder shall be treated as rejected unless expressly assented in writing by IIM Shillong.
2. The bidder explicitly acknowledges that they are experts and fully competent in executing the work involved in the provision of the tendered job and accepts the responsibilities for the performance of all provisions and terms and conditions of the tendered job.
3. Any response or Communications whatsoever from the bidder received after the last date/time shall be strictly treated as invalid unless called for by IIM Shillong.
4. No expense incurred by the bidder in the preparation of the Bid against the present tender enquiry shall be borne by IIM Shillong.
5. The technical & financial specifications of all the works/goods/services should comply with but not limited to the minimum criteria given under the relevant section of this tender, if any. IIM Shillong reserves the right to accept or reject any tender based on deviations (as per the discretion of IIM Shillong), if any, from the technical specifications.
6. The attention is drawn to the fact that rates for each and every item should be correct, workable, and self-supporting. The quantities in the schedule of quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract. No claim shall be entertained on this account.
7. The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delay in commencing or executing the work, whatever the cause of delay may be, including delay arising out of modification to the work entrusted to him or in any sub-contract connected therewith or delay in awarding contracts for other trades of the project or in commencement or completion of such works or for any other reason whatsoever and IIM Shillong shall not be liable for any claim in respect thereof.
8. IIM Shillong does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
9. The timeliness and scheduling for delivery or completion of services shall be strictly adhered to and shall be deemed to be the essence of the contract. For reasons other than those beyond Contractor's control and is not as per specification agreed to or if the time schedule is not adhered to and the job is delayed during delivery, inter alia, IIM Shillong shall be entitled to exercise relevant clause of contract regarding Termination for Default.
10. The Contractor or his authorised representative should visit the site frequently as required by IIM Shillong and meet officials for clarifications and to receive instructions.
11. Contract document, where necessary, should be executed within 21 days of the issue of letter of acceptance. Non-fulfilment of this condition of executing a contract by the contractor or IIM Shillong would constitute sufficient ground for annulment of the award and forfeiture of the EMD, if any.

12. Installation / Implementation Experience:

The Bidder must have experience, in **three years**, of relates services/goods/works mentioned in Schedule of Quantities.

Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. IIM Shillong reserves the right to verify /evaluate the claims made by the Bidder independently. Non-compliance of any of the criteria will entail rejection of the order.

13. Validity period of the TENDER:

The Bid shall remain open for acceptance by IIM Shillong for a **period of 90 days from the date of opening of bids**. The period may be extended by mutual agreement and the Bidder shall not cancel or withdraw the 'Bid' during this period.

The Bidder must use only the formats prescribed in "Tender Document" to fill in the Bid.

The 'Bid' must be filled in English and the amounts should be in both figures and words. If any of the documents is missing or unsigned, the 'Bid' will be considered invalid and rejected by IIM Shillong at its discretion.

14. Signatory:

Each page of the Technical and Commercial Offer should be signed and sealed by authorized person or persons submitting the 'Bid' in token of Bidder having acquainted himself with the Tender Document and its General Conditions of Contract, Specifications, etc., as laid down.

15. Indemnity:

The successful Bidder, at its own expenses, shall indemnify, protect and save, and hold harmless IIM Shillong, its officials, agents, servants and employees from and against all claims, demands, liability of any nature or kind, losses, costs, damages, expenses, action suits and other proceedings (including attorney fees) including third party claims, relating to or resulting directly or indirectly from (i) an act or omission of the Contractor, its employees or its agents in the performance of the services provided by this contract, (ii) breach of any of the terms of this Tender or breach of any representation or warranty by the Contractor, (iii) use of the deliverables and or services provided by the Contractor, (iv) Infringement of any patent, trademarks, copyrights etc., or such other statutory infringements in respect of all components provided to fulfill the scope of this project or claims under Labour Laws including wages, salary, remuneration, compensation, etc.

The Bidder shall further indemnify IIM Shillong against any loss or damage to IIM Shillong premises or property, IIM Shillong data, loss of life, etc., due to the acts of the Bidder's employees or representatives. **The successful Bidder is required to submit a "Letter of indemnity and undertaking" as per the prescribed format within 15 (fifteen) days of the Award of Tender.**

16. Import Obligations:

In the event of it being necessary to import any materials of foreign manufacture, the Bidder should obtain the same against his own normal license quota and should not look to IIM Shillong for any assistance whatsoever for such procurement.

17. Terms of Payment

- a. Payment will be made by IIM Shillong based on bill submitted by the Contractor and certified by the concerned authorised official to the effect that the complaints recorded in the Register are attended to as per the scope of the work.
- b. **Payment will be made on monthly basis against submission of GST invoice, satisfactory service reports and fulfilment of any other Terms & Conditions stipulated by IIM Shillong or any other law in force.**
- c. The Contractor has to get the signature of the authorised official after completion of the respective work on the formats given for respective work and should submit all these with the bill.
- d. No additional payment shall be made if the Contractor keeps more staff at site for completing the pending work or if the minimum staff strength is not able to perform satisfactorily as per the contract provisions.

18. Retention Money Deposit:

Apart from Performance Bank Guarantee of 3% of contract value a retention amount @ 2% from each bill will be deducted as security deposits and will be released at the end of the contract without any interest thereon.

19. Agreement:

The issue of letter of award of work shall be construed as a binding contract.

20. Confidentiality:

The Bidder shall ensure that complete confidentiality is maintained by them and all its personnel, with regard to all information relating to IIM Shillong. Unless required under law, the Bidder assures IIM Shillong that neither the Bidder nor any of its personnel shall at any time divulge, disclose or make known to any third parties any business process or date, trust, accounts, matters or transactions whatsoever pertaining to IIM Shillong.

The details of the proposed service shall be treated as confidential information between IIM Shillong and Bidder. Any such information shall not be passed on in part or in full to any third party without prior written approval of IIM Shillong.

21. Settlement of disputes by Arbitration:

The bid and any contract resulting there from shall be governed by and construed according to the Indian Laws.

All settlement of disputes or differences whatsoever, arising between IIM Shillong and the Bidder out of or in connection to the construction, meaning and operation or effect of this bid or in the discharge of any obligation arising under this bid whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably between the IIM Shillong representative and the Bidder's representative.

In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then such unsettled dispute or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996. All court cases if any shall be within the jurisdiction of the High Court of Meghalaya.

Work under the contract shall be continued by the Bidder during the arbitration Proceedings unless otherwise directed in

writing by IIM Shillong, or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due or payable by IIM Shillong to the Bidder shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter or one of the subject matters thereof.

22. Order cancellation

IIM Shillong reserves its right to cancel the entire/unexecuted part of the contract at any time by assigning appropriate reasons. In addition to the cancellation of the contract, IIM Shillong reserves the right to forfeit the RMD / invoke PBG given by the Bidder towards performance of the contract.

23. Right to Accept or Reject the Quotation

IIM Shillong does not bind itself to accept the lowest bid or any or all Bids and reserves to itself the right to accept or reject any or all the 'Bids', either in whole or in part without assigning any reasons for doing so.

24. Right to Alteration

IIM Shillong reserves the right to alter quantities / Scope of Work / assign additions to services and/or works on the same terms and conditions and prices and costs including service charges upto 15% to be paid extra at the discretion of IIM Shillong.

25. Force Majeure

The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by Force Majeure.

For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earthquake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.

In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding the above, the decision of IIM Shillong shall be final and binding on the Bidder.

26. Evaluation Process

Only Bids received on or before the stipulated date and time for responding to the Tender will be considered for further evaluation. The evaluation process will include scrutiny of the proposal to ensure that the Bidder meets the eligibility criteria, compliance with functional & technical requirements, presentations, demonstrations etc.

From the technically qualified bids, the Bidders will be shortlisted for commercial evaluation.

Further, IIM Shillong hereby reserves the right to annul the Tender process at any time prior to the contract award without incurring any liability towards the bidders.

27. Pre-Contract Integrity Pact

As per Central Vigilance Commission guidelines, Integrity Pact (IP) in respect of all major procurements, which essentially envisages an agreement between the prospective OEMs / bidders and the buyer (i.e. IIM Shillong), committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. It is a written agreement between the buyer and all bidders and stipulates rights and obligations to the effect that neither side will pay, offer, demand or accept bribes; collude with competitors to obtain the contract; or engage in such abuses while executing the contract. The purpose of the Pact is to make the procurement and contracting process fair and transparent. A proforma of the same is furnished. **The prospective Bidders have to submit the same duly signed and stamped on a non-judicial stamp paper of Rs.200/- at the time of submission of the tender document.**

The IP also envisages appointment of Independent External Monitors (IEMs), persons having high integrity and reputations, who will examine any complaint received regarding tenders and submit their report to the Chief Executive and also to the CVO in case of suspicion of irregularities. A format for the complaint to be recorded is enclosed with the proforma of the Integrity Pact.

28. Responsibility for Employees:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct. The Contractor shall be responsible for and shall assume all risk and liabilities relating to its personnel and property.

29. Assignment:

The Contractor shall not assign, transfer, pledge or make other dispositions of this contract or any part thereof, or any of the Contractor's rights, claims or obligations under this 'contract except with the prior written consent of IIM Shillong.

30. Subcontracting:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of IIM Shillong for all sub-contractors. The approval of IIM Shillong of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

31. Insurance and Liability:

The Contractor shall provide and thereafter maintain insurance against all risks (CAR) in respect of its property and any equipment used for the execution of this Contract. The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury,

disability or death in connection with this Contract.

The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract.

The Contractor shall carry and maintain any and all other insurance/s which may be required under any law or regulation from time to time without any extra cost to IIM Shillong. The Contractor shall also carry and maintain any other insurance which may be required by IIM Shillong.

32. Termination:

IIM Shillong may terminate the Contract at any time by providing one month written notice to the Contractor without having to provide any justification therefor. In the event of any termination of the Contract, no payment shall be due from IIM Shillong to the Contractor except for the services satisfactorily provided to IIM Shillong in accordance with the requirements of the Contractor.

Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the contractor, or loses substantially the technical or financial capability (based on which he was selected for award), at any time, IIM Shillong may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform IIM Shillong of the occurrence of any of the above events.

33. Termination/Cancellation for Default:

Without prejudice to any other right or remedy which IIM Shillong may have in respect thereof under the Contract, upon the occurrence of an Event of Default IIM Shillong shall be entitled to terminate the Contract in whole or in part if the contractor (a) fails to deliver within the specified time and/or (b) does not perform any other obligation under the contract. Upon cancellation of contract, the performance security deposited by contractor should be forfeited.

Before issuing the Termination Notice, IIM Shillong shall by a notice in writing inform the Contractor of its intention to issue the Termination Notice (the Preliminary Notice). In case the underlying breach/default is not resolved within a period of thirty (30) days from the date of the Preliminary Notice, IIM Shillong shall be entitled to terminate the Contract by issuing the Termination Notice.

34. Termination for Convenience:

If owing to some unforeseen circumstances, IIM Shillong is required to cancel the contract for its own convenience, a notice is required to be sent to the contractor. In such an eventuality, the contractor should be persuaded to acquiesce. The supplier may have to be suitably compensated on mutually agreed terms.

35. Exit:

For first three months of trial period, if the services of the Contractor are not found to be satisfactory, the contractor will be given a notice, with a notice period of 30 days, to improve his services. If the contractor fails to improve his services within

the Notice Period, IIM Shillong shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the said notice period.

36. Non-Exclusivity:

Unless otherwise specified in the Contract, IIM Shillong shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and IIM Shillong shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the contract, from any other source at any time.

37. Modifications in Contract:

All modifications leading to changes in the contract with respect to technical or commercial aspects including terms of completion period shall be considered valid only when the amendment to the Contract is issued by IIM Shillong. The modification or amendment of the contract for an adjustment in the contract price and/or completion date in accordance with the applicable provision of the contract, if any, shall be subject to mutual agreement. IIM Shillong shall not be bound by any printed conditions or provisions in the Contractor's bid forms or acknowledgement of contract and other documents which is meant to impose any condition at variance with or supplemental to contract.

38. Complying with Regulations:

Throughout the execution of the work, the Contractor shall comply with the requirements of all applicable laws and regulations, by laws or orders made thereunder and to the requirements of public, municipal and other authorities in any way affecting or applicable to the work. IIM Shillong shall, when requested by the Contractor, give all reasonable assistance to the Contractor in obtaining information concerning local conditions.

39. Workmen's Compensation:

The Contractor shall remain liable for the payments of all wages or other money to his employees or labourers under the Minimum Wages Act, Payment of Wages Act, Employees Liability Act, Workmen's Compensation Act, PF and ESI Act or any other enactments and rules made applicable from time to time. The Contractor shall also comply with the provisions of the Apprenticeship Act, Contract Labour Regulation and Abolition Act and the Rules and Orders issued thereunder from time to time. The Contractor shall be liable to pay the wages directly to the workmen employed by him on the works.

The Contractor shall at all times indemnify the Employer against all claims for compensation under the provision of the Workmen's Compensation Act, 1923 (VIII of 1923) or any other law for the time being in force by or in respect of any workmen employed by the Contractor in carrying out the contract and against all costs and expenses incurred by the employer in connection therewith and without prejudice to any other means of recovery, the Employer shall be entitled to deduct from any money due to or become due to the Contractor whether under this contract or any other contract all moneys paid or payable by the Employer by way of compensation aforesaid or for costs or expenses in connection with any claim thereto and the contractor shall abide by the decision of the Employer as to the sum payable by the Contractor, under the provisions of this clause.

40. Accident or Injury to Workmen:

The Employer shall not be liable for or in respect of any damages or compensation payable as per or otherwise in respect

of or in consequence of any accident or injury to any workmen or other persons in the employment of the contractor or any Sub-Contractor and the Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and against all claims, demands, proceedings, cost, charges and expenses whatsoever in respect thereof in relation thereto. The Contractor shall forthwith report all accidents and injuries as a result of his contractual work to the Employer or his representative.

41. Disclaimer Clause -

- a) The tender/RFP is neither an agreement nor an offer and is only an invitation by IIM Shillong to the interested parties for submission of their bids/ offers.
- b) The information contained in this document or information provided subsequently to the bidders whether verbally or in documentary form by or on behalf of IIM Shillong is provided to the bidders on the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.
- c) The purpose of this Tender/RFP is to provide the bidders with information to assist the formulation of their bids/ proposals. This Tender/RFP does not claim to contain all the information each bidder may require. Each bidder should conduct his own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Tender/RFP and, wherever necessary, may obtain independent advice.
- d) IIM Shillong makes no assertion or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

42. Rejection of Bids/Re-tendering: IIM Shillong may cancel the process of procurement or reject all the bids at any time before intimating acceptance of successful bid under any of the circumstances mentioned below:

- a) Effective competition is lacking;
- b) If the quantity and quality of requirements have changed substantially or there is an un-rectifiable infirmity in the bidding process;
- c) All bids and proposals are not substantially responsive to the requirements of the bidding documents;
- d) The prices quoted in the bids/ proposals are substantially higher than the estimated cost or the available budget;
- e) None of the technical proposals meet the minimum technical qualifying score;
- f) When the bidder whose bid has been found to be the lowest evaluated bid, withdraws or whose bid has been accepted, fails to sign the procurement contract as may be required, or fails to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process.

43. Operation of Option Clause: IIM Shillong reserves the right to increase/ decrease the ordered quantity by 25 per cent at any time, till final delivery (or the extended delivery), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery (or the extended delivery).

44. Closure of Contract: The contract shall be closed on due performance of obligations of both the contractor and IIM Shillong. Before making final payment or releasing the performance security/ bank guarantee, the Institute will satisfy itself that all the supplies have been received as per the specifications, the stores/ articles/ facilities provided to the contractor have been taken back and that there is no liability outstanding against the contractor. IIM Shillong shall obtain a No Claim Certificate from the contractor.

Signature of Authorised Signatory with Stamp

Date

Place

C. SPECIAL CONDITIONS OF THE CONTRACT

1. If a bidder/tenderer quotes Nil / abnormally low charges, the bid shall be treated as unresponsive and will not be considered.
2. Contractor shall maintain a proper record/register indicating scheduled dates of treatment, actual date of treatment and reasons for not attending to any particular works within time schedule. Any lapse/negligence on the part of the contractor will attract imposition of penalty as given in penalty clause.
3. The responsibility of engaging sufficient skilled workers lies with the contractor for AMC works, in view of timely attention and completion of the routine works within given time frame.
4. The contractor has to indicate the chemicals to be used for all the works mentioned in scope of work in the attached Annexure A. The contractor shall undertake pest control measures only through Government of India approved formulations registered under the Insecticides Act for use in Household/Public Health and rodent control, available on website of Ministry of Agriculture and Farmers Welfare.
5. The pesticides, etc. used for pest/rodent control, should not have adverse impacts on human health.
6. The chemical intended to be used for pest control and fogging in no case shall be hazardous to human being and shall be environment friendly.
7. The fogging operation shall be carried out not earlier than 5 pm and not later than 9pm (i.e. between 5pm to 9 pm) because this is the period when mosquitoes attack and are active. The wind is also less at this time. This treatment should be carried out in the presence of Bank's certifying authority. The occupants of the office building should also be informed in advance about the treatment so as to close the doors and windows.
8. All safety precaution shall be taken as per manufacturer's recommendations.
9. All the chemicals have to be mixed with water/kerosene oil/or any other materials as per the specification given in the relevant/manufacturers' specification/literature.
10. The containers/spraying equipments etc. shall not be left unattended.
11. Residents should be consulted to identify the hideouts / nesting places of the cockroaches.
12. The contact number of worker should be left on that slip so that occupant can contact the worker for treatment.
13. If the workers engaged by the contractor in the premises for performing the job under the contract are not found to be satisfactory, the contractor is bound to replace the laborers/workers as directed by IIM Shillong.
14. IIM Shillong does not bind itself to accept abnormally low bids. The rates quoted by the bidder/bidders should be able to demonstrate the capability of the bidder/bidder to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by IIM Shillong. If required, IIM Shillong may call written clarification from bidder, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities and any other

requirements of the bid document and bidder/bidders shall have to furnish Rate Analysis for the scrutiny of rates by IIM Shillong within stipulated time. IIM Shillong reserves the right to reject the bid if bid is found to be abnormally low to deliver/perform the contract.

15. Bidder shall follow the prescribed formats/procedures for receiving complaints, receiving the workslips duly sanctioned and preparation of bills etc. as stipulated by IIM Shillong from time to time.

16. Penalty clause:

- a. A penalty of Rs.1000 per occasion shall be levied for violation of safety norms including non- use of personal protective equipments. A penalty of Rs.2000 shall be levied if violation is repeated.
- b. If the contractor does not perform work satisfactorily, IIM Shillong may, after issuing written notices, levy additional penalty at its discretion, which will be recovered from the Contractor's bill.

17. In case of emergency work, no extra payment for working in odd hour will be made.

18. The property will be handed over to the contractor for pest control works on 'as is where is' basis and the contractor shall be required to carry out pending works at his cost and continue to ensure proper service to a reasonably satisfactory level.

Declaration by the Contractor

We / I have read and understood the Scope of Work and special terms and conditions for the Pest Control AMC works in the entire premises of IIM Shillong (as indicated in the tender/bid) at Umsawli and Nongthymmai campus (both inside and outside) and we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

Further, we / I also declare that no prohibitive things/banned chemicals will be used, which are harmful to human life.

Place :

Date : (Signature of the Bidder)

Address:

Name and Seal:

6. FINANCIAL BID

1. The bidders should download the BOQ.xls from CPP Portal and fill in the blank spaces provided for mentioning the name of bidder and rates. Bidders need not modify any other text or background shown in the BOQ template or replace it with any other copy of same BOQ in .xls format. The Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) will accept the BOQ template only and hence the rate should not be quoted in any other place except BOQ template.
2. A sample BOQ is placed herewith in excel sheet format.
3. If any column is not applicable, keep the sheet as it is or quote '0'. The BOQ is in excel sheet, as such only number will be taken calculable.
4. Rates to be quoted excluding GST.
5. GST will be paid extra as applicable

Sample Financial Bid for AMC for Pest, Rodent & Snakes Control Treatment / Chemical spraying / Gel Treatment / Fogging, etc including cost of Chemicals and equipment and manpower required for the same.

Tender Inviting Authority:							
Name of Work:							
Contract No:							
Name of the Bidder/ Bidding Firm / Company :							
PRICE SCHEDULE <small>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</small>							
NUMBER #	TEXT #	NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Quoted Currency in INR / Other Currency	BASIC RATE RATE Excl. Taxes In Figures To be entered by the Bidder in Rs. P	TOTAL RATE AMOUNT Without Taxes in Rs. P	TOTAL RATE AMOUNT In Words
1	2	4	5	12	13	53	55
1.01	AMC for Pest, Rodent & Snakes Control Treatment / Chemical spraying / Gel Treatment / Fogging, etc including cost of Chemicals and equipment and manpower required for the same.	1	month	INR		0.00	INR Zero Only
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only					

PROFORMA FOR SUBMISSION OF OFFER LETTER OF E-TENDER DOCUMENT, DECLARATION AND BIDDER DETAILS
(THIS "OFFER LETTER" TO BE SUBMITTED IN BIDDER'S LETTER HEAD)

Ref no.

Date:

To**The Chief Administrative Officer****IIM SHILLONG****Umsawli, Shillong – 793 018.****Sub:**

“ _____.” against Tender No: ____ Dated ____ / ____ / ____

1. In reference to above, I/We are enclosing our irrevocable tender for execution of the work “ _____.” as per tender document within the time schedule mentioned therein and accepted by me/us, at the value quoted by me/us for the whole works/ supply/ service in accordance with terms and conditions, specifications as detailed in the tender document. Having examined the detail given in Tender Notice and Bid Document for the above works/supply/service, I/We hereby submit the relevant information.
2. I/We had paid the EMD or I/ We are exempted being MSME registered firm. A valid certificate is enclosed.
3. I/ We had read entire tender documents and unconditionally accept all the terms and conditions laid down in the Tender document.
4. I/We enclose herewith documentary evidence of my/our experience of execution of work/ supply/ service of similar nature and magnitude carried out by me/us as per the eligibility criteria along with the other documents mentioned in the tender document.
5. I/ We confirm and declare that we are not blacklisted/ debarred/ de-registered by any Government department/ Public Sector Undertaking/ Autonomous bodies or any other agency for which we have executed/ undertaken the works/ supply /services during the last 5 years.
6. It is certified that all the information given hereby as well as in the enclosed eligibility bid documents are correct to the best of my knowledge and believe. It is also understood that I/We shall be liable to be debarred, disqualified in case any information furnished by me/us found to be incorrect.

Date.....day of.....2024

Name of the Bidder with Address:

Name:

Address:

Signature of Bidder(s), with the seal of Firm

BIDDER's DETAILS

1. Constitution Proprietary/Partnership/Private Ltd. /Public Ltd. (*Tick one*)
2. Established since:
3. Address for Communication:
4. Others (please specify) _____
5. Name(s) of Name Proprietor(s) / Partner(s) / Directors
6. Business Figures for 3 years (copies of supporting documents to be enclosed)

Year	Sales turnover (Rs. Lakh)	Net Profit (Rs. Lakh)
2023-24		
2022-23		
2021-22		

7. CGST No.
8. PAN No.
9. Banker's Details (Please enclose Cancelled Cheque):

Sr. No.	Particulars	Details
1	Name of the account holder (as appearing in the Bank account)	
2	Account Number	
3	IFSC Code	
4	Type of account (Current / Savings)	
5	Name of the Branch	

6	Name of the Bank	
7	PAN Number	
8	GST Identification Number	
9	Mobile No.	
10	Email ID	

10. Authorization / License Details:

Signature of Bidder
Name:

Note: Please enclose copies of relevant documents/cancelled cheque/work orders in support of all the details along with P&L A/c, Balance Sheet, etc. for the last three years. Documents supporting Financial Statement (like Copies of published Annual Reports / audited financial statements etc.) should necessarily be supplied along with Technical Offer.

Signature of the bidder with seal

Letter of Authorization

Annexure -II

The IIM Shillong

Umsawli

Shillong

Dear Sir,

Tender for Annual Maintenance Contract for Pest, Snakes & Rodent Control Treatment / chemical spraying / Gel Treatment /Fogging at IIM Shillong

I/we _____,

Proprietor/Partner/Director/ _____ of

_____ (name of company) have submitted our bid for participating in IIM Shillong Tender dated _____ for Annual Maintenance Contract for Pest, Snakes & Rodent Control Treatment / chemical spraying / Gel Treatment / Fogging at IIM Shillong

We also confirm having read and understood the terms of Tender as well as the scope of work & requirements.

As per the terms Tender, we nominate _____, designated _____ as _____ of our firm/company to participate in the bidding process.

IIM Shillong shall contact the above-named official for any and all matters relating to the bidding process.

We, hereby confirm that we will honour the bids placed by

_____ on behalf of the company in the bidding process, failing which we will forfeit the EMD/RMD. We agree and understand that IIM Shillong may debar us from participating in future tenders for any such failure on our part.

Name of Authorized Representative :

Designation of Authorized Representative :

Signature of Authorized Representative :

Verified by

Letter of Indemnity and Undertaking

Annexure III

(To be stamped on Rs.200/- stamp paper)

The

Chief Administrative Officer IIM Shillong

Dear Sir

Tender for Annual Maintenance Contract for Pest, Snakes & Rodent Control Treatment

/ chemical spraying / Gel Treatment / Fogging at IIM Shillong

In consideration of IIM Shillong, we agreed to as per the Schedule hereunder written and which are hereinafter for brevity's sake referred to as 'the said systems package', subject to our furnishing declarations submit indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

We, the _____ hereby declare and certify that the services provided by us and the use thereof by IIM Shillong does not infringe the property or other intellectual property or copyrights of any other person and that the same does not infringe the Copy Rights Act, 1957 or any other Act for the time being in force.

We, the said _____ hereby agree to indemnify and keep indemnified and harmless IIM Shillong, its Officers, Servants, Agents and other authorized persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of services provided/supplied by us to IIM Shillong and will defend the same at our cost and consequences and will pay or reimburse IIM Shillong, its officers, Servants, Agents and other authorized persons from all costs and other expenses that they may be put to or incur in that connection in accordance with the terms as provided for within the End User License Agreement that accompanies the said Services.

We the said _____ hereby also agree to indemnify and keep indemnified and harmless IIM Shillong, its Officers or Servants or Agents

and other authorized persons against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agent(s), employed/ engaged or otherwise working for us. In respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or the like.

In witness whereof _____ has put his hands and seal the month and year first herein above mentioned

Yours faithfully

(Name and Designation) of
Authorized Official

Signed and delivered by

The within named _____

In the presence of _____

(i) Witness*

(ii) Witness*

* Should contain Signature with date, Name & Designation, Address and Contact No.

Format for Completion of work to be submitted along with the bill**Annexure IV**

Name of the Work: Annual Maintenance Contract for Pest, Snakes & Rodent Control Treatment /chemical spraying / Gel Treatment / Fogging

Period of work:

Name of the Contractor:

Part - I :- Gel Treatment/chemical spraying.

1. Providing and applying gel chemical as relevant, to get rid of all the household pest such as cockroaches, bugs, spiders, mosquitoes, silverfish, wasps, lizards etc., at strategic locations or wherever necessary inside the office building with necessary concentrated mix of gel chemical with water or any other solvent as necessary. Old chemicals have been removed from the premises.

Sr. No.	Office Building	Signature of ACT/ CT	Date of Gel Treatment / spray work done.

Sign:

Date:

Name of the Work: Annual Maintenance Contract for Pest, Snakes & Rodent Control Treatment /chemical spraying / Gel Treatment / Fogging

Period of work : _____

Name of the Contractor: _____

Part – II: - Comprehensive Treatment (External Spray & Rodent control)

1. Treated all the areas inside the Office building and Housing Complex, both from inside and outside the flats, as necessary or as decided by IIM Shillong for treatment of mosquitoes, rodents, cockroaches, bugs, spiders, silver fish, wasps, lizards, etc. to keep the premises free from the above.
2. The rodent control treatment by trapping, poison baits, fumigation, etc. in and around the premises to keep it free of rats. If after treatment also, rodents are found, additional treatment carried out without any extra payment. Subsequently, periodic visits / treatments made to continue baiting as per the specification and keep constant vigil on rodent population.
3. Put necessary chemicals inside the drains, damp areas, manholes, sewer lines, etc. regularly to destroy the mosquito breeding, etc., as per BOQ for Comprehensive treatment.

Sr. No.	Details of locations and buildings where treatment has been carried out	Sign of ACT / CT with Date
1	Building No.	
2		
3		
4	Open space & Manholes	
5		
6		

Sign

Date :

Name of the Work: Annual Maintenance Contract for Pest, Snakes & Rodent Control Treatment /chemical spraying / Gel Treatment / Fogging

Period of work:

Name of the Contractor:

Part - III B Fogging Treatment. (On requirement basis)

1. Fogging for mosquito control in the external areas but inside the office building in and around each building, inside manholes, drains, damp areas and any other strategic areas as directed by IIM Shillong with required chemical mixed with necessary solvent at required concentration etc. all complete.

Sr. No.	Locations of Fogging Treatment work done in Weekly/ Fortnight. / Monthly/ as instructed by Bank	Signature of ACT/ CT with date
1	Buildings	
2		
3		
4		
	External Open space	
1		
2		
3		
4		

Sign:

Date :

Annexure V**INSECTICIDES REGISTERED UNDER THE INSECTICIDES ACT FOR USE IN HOUSEHOLD/ PUBLIC HEALTH & RODENT CONTROL (Ministry of Agriculture & Farmers welfare)**

The contractor has to indicate the chemicals to be used for all the works mentioned in scope of work in the attached annexure A. The contractor shall undertake pest control measures only through Government of India approved formulations registered under the Insecticides Act for use in Household/Public Health and rodent control.

APPROVED FORMULATION OF SOLO PESTICIDES	
A. PUBLIC HEALTH	
Sr No.	Formulation registered
1.	Alphacypermethrin 05 % WP
2.	Alphacypermethrin Impregnated long lasting nets 00.667 % w/w (200 mg/m ²) (For Import only)
3.	Bifenthrin 10.00%WP
4.	Chlorpyriphos Methyl 40 % EC
5.	Cyfluthrin 10 % WP
6.	DDT 50 % WP
7.	Deltamethrin 00.15 % + Piperonyl 00.55 % EC
8.	Deltamethrin 01.25 % w/w or 01.00 % w/v EC
9.	Deltamethrin 02.50 % WP
10.	Deltamethrin impregnated Bed Net 55 mg/m ² (For Import only)
11.	Diflubenzuron 02 % GR
12.	Fenitrothion 40 % WP
13.	Lambda Cyhalothrin 9.7% w/w CS

14.	Lambda-cyhalothrin 10 % WP
15.	Malathion 25 % WP
16.	Novaluron 10 % EC
17.	Pyriproxyfen 00.50 % GR
18.	Pirimiphos methyl 50 % EC
19.	Sulfoxaflor 21.8 % w/w SC
20.	Temephos 50 % EC
B. HOUSEHOLD	
Sr No.	Formulation registered
21.	Alphacypermethrin 0.1 % w/w (RTU)
22.	Alphacypermethrin 00.50 % Chalk
23.	Allethrin 00.50 % Coil
24.	Allethrin 00.50 % Mosquito Coil
25.	Allethrin 00.20 % Coil Adult Mosquitoes
26.	Allethrin 00.50 % Coil Adult Mosquitoes
27.	Allethrin 04 % Mat Adult Mosquitoes
28.	Allethrin 05 % Aerosol
29.	Allethrin 03.60 % LV
30.	Bifenthrin 00.05 % Mosquito coil (8 hours Min.)
31.	Cyfluthrin 10 % WP
32.	Cyfluthrin 10 % WP
33.	Chlorpyrifos 02 % w/w EC

34.	Chlorpyriphos Methyl 40 % EC
35.	Cyphenothrin 07.20 % VP w/w (For use by pest control operator only)
36.	Cypermethrin 03 % Smoke Generator
37.	Cypermethrin 01.00% Dust
38.	Cypermethrin 01 % Chalk
39.	Cyfluthrin 05 % EW
40.	Deltamethrin 02.50 % Flow
41.	Deltamethrin 02.50 % WP
42.	Diflubenzuron 02 % Tablets
43.	Diflubenzuron 25 % WP
44.	Dinotefuran 0.5% RB Gel
45.	Deltamethrin 00.50 % w/w Chalk
46.	Deltamethrin 01 % RTU
47.	D-Trans Allethrin 02% Mosquito Mat
48.	D-Trans Allethrin 00.10 % w/w Mosquito Coil
49.	D-Allethrin 21.97 % w/w Mosquito Mat.
50.	Benzoate 00.10 % w/w Gel
51.	Fenitrothion 20 % OL
52.	Fipronil 00.03 % Gel
53.	Fipronil 0.5 % Gel
54.	Fipronil 00.05 % Gel
55.	Imidacloprid 00.03 % w/w Gel

56.	Imidacloprid 02.15 % w/w Gel
57.	Lambda-cyhalothrin 00.50 % Chalk
58.	Lambda-cyhalothrin 02.43 % CS
59.	Lambda-cyhalothrin 02.43 % CS
60.	Malathion 02 % House Hold Spray
61.	Metofluthrin 00.005 % (Mosquito Coil)-Min. 07 Hrs. Burning time
62.	Metofluthrin 00.005 % (Mosquito Coil)-Min.12 Hrs.
63.	Metofluthrin 0.32 % Liquid Vaporizer
64.	Permethrin 02.00% (Olyset@ Net) w/w for Import only
65.	Propetamphos 01 % Spray
66.	Propoxur 20 % EC
67.	Pirimiphos-methyl 01 % Spray
68.	Propoxur 02 % Bait
69.	Pyrethrin 00.20 % Spray
70.	Propoxur 01 % Spray
71.	Prallethrin 01 % w/w Red Mosquitoes Mat
72.	Prallethrin 00.04 % Coils (Min.11Hrs.)
73.	Prallethrin 00.04 % Coils (Min.6 Hrs.)
74.	Prallethrin 00.80 % w/w Red Mosquitoes Mat
75.	Prallethrin 00.50 % w/w Mosquitoes Coil
76.	Prallethrin 01.20 % Mat
77.	Prallethrin 00.04 % w/w Mosquito Coil

78.	Prallethrin 19 % w/w VP
79.	Prallethrin 02.40 % w/w Liquid Vaporizer
80.	Renofluthrin 0.025% w/w Mosquito Coil
81.	S-Bioallethrin 02.40 % Mosquitoes Mat
82.	Thiamethoxam 00.01 % w/w Gel Bait
83.	Transfluthrin 0.08 % w/w Aerosol
84.	Transfluthrin 00.88 % Liquid Vaporizer
85.	Transfluthrin 01.60 % Liquid Vaporizer
86.	Transfluthrin 20 % w/w MV Gel
87.	Transfluthrin 00.03 % w/w Mosquito Coil
88.	Transfluthrin 01 % EU (Smoke generator)
89.	Transfluthrin 01.20 % Liquid Vaporizer (For 60 Nights (45 ml) & 90 nights (67 ml.)
90.	Transfluthrin 12 % AE
91.	Zinc Phosphide 01 % bait (Household Product)
APPROVED FORMULATION OF COMBINATION PESTICIDES (House hold)	
92.	Cyfluthrin 00.025 % + Transfluthrin 00.04 % Aerosol
93.	Diflubenzuron 20 % + Deltamethrin 02% SC
94.	Deltamethrin 00.05 % + Allethrin 00.04 % w/w EC
95.	Deltamethrin 02.50 % + D-trans allethrin 02 % w/w EC
96.	Deltamethrin 00.02 % + Allethrin 00.13 % w/w Aerosol
97.	D-Trans Allethrin 00.10 % + Permethrin 00.03 % + Imiprothrin 00.02 % Aerosol w/w (All Insect Killer Aerosol)

98.	Imiprothrin 00.10 % + Cyphenothrin 00.15 % w/w Aerosol
99.	Imiprothrin 00.70 % + Cypermethrin 00.20 % w/w Aerosol
100.	Imiprothrin 00.05 % + Cypermethrin 01 % CL
101.	Imidacloprid 21 % + Beta-cyfluthrin 10.50 % w/w SC
102.	Propoxur 00.75 % + Cyfluthrin 00.025 % Aerosol
103.	Pyrethrin 00.05 % + Malathion 1 % Household
104.	Transfluthrin 1 % w/w + Cypermethrin 0.2 % w/w Spray
C. RODENTICIDES	
Sr No.	Formulation registered
105.	Barium Carbonate 1% P
106.	Brodifacoum 0.005 %w/w BB
107.	Bromadiolone 00.25 % CB
108.	Bromadiolone 00.005 % RB
109.	Coumatetralyl 0.75 % w/w Gel
110.	Coumatetralyl 0.0375 % Bait
111.	Flocoumafen 0.005% Block Bait (Strom)
112.	Zinc Phosphide 80 % Powder
113.	Zinc Phosphide 01 % bait (Household Product)

Annexure A**(Chemicals to be used by the contractor)**

Disinfestation/ <u>Pest, Snakes</u> control works in internal and outside areas	
Sr No.	Chemicals/ products to be used
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
Rodent Control Treatment	
Sr No.	Chemicals/ products to be used
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

Fogging Treatment	
Sr No.	Chemicals/ products to be used
1.	
2.	
3.	
4.	
5.	

(OnRs. 200 Non-Judicial Stamp Paper)

To,

Chief Administrative Officer IIM Shillong Dear

Sir/Madam

Annual Maintenance Contract for Pest, Snakes & Rodent Control Treatment/ Chemical Spraying/ Gel Treatment/ Fogging at IIM Shillong for the period _____ to _____

We, M/s..... (Name of contractor), hereby undertake that we shall comply with all the statutory rules/ regulations with regard to the employment of contract labour and their payment.

We also hereby fully indemnify and keep indemnified the Employer, i.e. IIM Shillong, against any payments to be made to the contract labour and for the observance of the laws in this regard without prejudice to our right to claim indemnity from our sub-contractors.

Yours faithfully,

For Authorised signatory

(On Non-judicial stamp paper of Rs.200/-)

Agreement for Annual Maintenance Contract for Pest, Snakes & Rodent Control Treatment/ Chemical Spraying/ Gel Treatment/ Fogging

THIS AGREEMENT is made at Shillong on this day of 2024

BETWEEN

IIM Shillong represented by its Chief Administrative Officer (which expression shall, unless repugnant to the context or meaning thereof, means and includes its successors and assigns) of the **ONE PART**

AND

M/s., a firm/society/company registered/ incorporated under the Companies Act, 1956 Act and having its registered office at hereinafter referred to as the **‘Contractor’** which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, liquidators, administrators and assigns) of the **OTHER PART**.

(IIM Shillong and the Contractor are collectively hereinafter referred to as **“the parties”**)

WHEREAS

a) IIM Shillong, being desirous of outsourcing the works relating to **Annual Maintenance Contract for Pest & Rodent Control Treatment/ Chemical Spraying/ Gel Treatment/ Fogging** (hereinafter referred to as **“the said works”**) at its Office premises at IIM Shillong (hereinafter collectively referred to as **“the said Premises”**) for the period 01.02.2024 to 31.01.2026, vide its letter No.....dated , issued a “Notice Inviting Tender” (hereinafter referred to as **“the NIT”**) inviting bids for providing the said works at the said Premises. A copy of the

NIT is annexed herewith as “Annexure” and to be read as part and parcel of this Agreement.

b) The Contractor had submitted its bid for undertaking the said services at the said Premises in GeM portal.

c) IIM Shillong, vide its Letters of Intent No..... dated 2023 had selected the Contractor for carrying out the said works/services at the said Premises.

d) The parties hereby agree, record and confirm the various terms and conditions for carrying out the said works at the said Premises hereinafter appearing.

NOW THIS INDENTURE WITNESSES AS FOLLOWS:

1. The contract shall commence with effect from the date of awarding the contract till 24 months unless it is curtailed or terminated by IIM Shillong owing to deficiency of services, sub- standard quality of manpower deployed, breach of contract, reduction or Cessation of the requirements etc. IIM Shillong shall pay a sum of per month for the period from 01.02.2024 to 31.01.2026 to the Contractor for carrying out the said works in the said Premises as per the details given in the scope of work. The rate will remain fixed throughout the entire period of contract i.e., till 31.01.2026 and is inclusive of all costs such as insurance, taxes, duties, levies, cess, transportation, salaries, and wages that may be levied, imposed, charged, paid or incurred by the Contractor. IIM Shillong will make payments only after the satisfactory completion of the periodic services on monthly / quarterly basis as indicated in the tender document.

2. **The contract may be renewed for further period/s of 01/02 years (one year at a time) after the expiry of the initial period i.e., 31.01.2026 with mutual consent, if required. IIM Shillong shall, in that event, make a request in writing in this behalf to the Contractor one month prior to the expiry of the current contract/extended contract and upon such request, the Contractor shall provide the said works/ services at the said Premises, on the same terms and conditions or with some addition /deletion/modification, for a further specific period, mutually agreed upon by the parties.**

3. The Contractor shall furnish the following documents in respect of the individuals who will be deployed by it in IIM Shillong by: -

- i. List of individuals deployed.
- ii. Biodata containing educational qualifications and previous experience/s, date of birth, etc.
- iii. Certification of verification of antecedents of persons by local Police authority.
- iv. Identity Cards bearing photograph.

4. IIM Shillong shall have discretion to change the scope of work and deployment of number of manpower whenever required.
5. The said works at the said Premises, which will be entrusted to the Contractor from time to time by IIM Shillong, are to be rendered without causing any hindrance or disturbance to any staff member of the IIM Shillong working during the normal working hours. The work shall be carried out efficiently, in consonance and in conformity with the standards of a neatly and hygienically maintained premises.
6. The Contractor shall, for all intents and purposes, be the "Employer" within the meaning of different labour legislation in respect of manpower so employed by him and deployed in IIM Shillong and the manpower so employed by him and deployed in IIM Shillong shall remain under the overall control and supervision of the Contractor. The persons deployed by the Contractor in IIM Shillong shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and IIM Shillong nor have any principal and agent relationship with or against the IIM Shillong. The Contractor's personnel shall not claim any benefit/ compensation /absorption/regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.
7. The Contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses etc., as may be necessary or required for carrying out the said works/ services in the said Premises in accordance with this Agreement. The Contractor shall also inform and assist IIM Shillong in procuring any registration, permissions or approvals, which may be at anytime during the currency of this Agreement, or the extended period be statutorily required to be obtained by IIM Shillong for availing the services under this Agreement. The Contractor shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules and shall comply with all terms and conditions thereof strictly and shall keep such license duly validated and / or renewed from time to time throughout the currency of this Agreement.
8. The Contractor shall be required to provide supervisory staff for ensuring efficient and smooth operations.
9. The Contractor shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. IIM Shillong shall, in no way be responsible for settlement of such issues whatsoever.
10. IIM Shillong shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the Contractor during their performing the functions/duties, or for payment towards any compensation.
11. The Contractor shall keep IIM Shillong indemnified against all claims whatsoever in respect of the manpower deployed by it in IIM Shillong. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case IIM Shillong or its employee is made party and is supposed to contest the case, IIM Shillong will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the Contractor to IIM Shillong or any person authorized by IIM Shillong, on demand. Further, the Contractor will ensure that no financial or any other liability comes to IIM Shillong or its employee in this respect of any nature whatsoever and shall keep IIM Shillong or any employee of IIM Shillong indemnified in this respect.
12. It will be the responsibility of the Contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by him in IIM Shillong.

13. The Contractor shall provide suitable uniforms consisting of Shoes, Dress, to the person employed by it and necessary tools, equipment and machinery for carrying out the said works/ services at the said Premises. Such persons without complete uniform will be treated as absent. The Contractor shall also provide all safety items such as safety shoes, gloves, masks, etc.
14. The Contractor, wherever and whatever material is provided by IIM Shillong, shall use it properly. Any improper use leading to wastage / pilferage shall be made good by the Contractor to IIM Shillong.
15. IIM Shillong will not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, tools, equipment, machinery, Contractor's vehicles, or vehicles of the personnel of the Contractor. IIM Shillong 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 said premises. The Contractor shall get them insured against any liability under the Employee Compensation Act or any accident at its own cost. The Contractor should arrange to obtain necessary insurance cover (Workmen Compensation policy and Contractors All Risk Policy) for his employees at his cost and should be responsible for the safety of persons employed by him. The original Insurance Policy should be submitted to IIM Shillong. The Contractors All Risk policies are required to be at least for 1.25 times of the contract value.
16. The Contractor's personnel shall not divulge or disclose to any person, any details of office, operational processes, technical know-how, security arrangements, and administrative /organizational matters as all are of confidential/secret nature.
17. The manpower deployed by the Contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of IIM Shillong.
18. The Contractor shall ensure proper conduct of its personnel in the said premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work, etc.
19. The Contractor shall depute a coordinator who would be responsible for immediate interaction with the Officers of Department of Premises, Housekeeping and Procurement, IIM Shillong so that optimal services of the persons deployed by the Contractor could be availed without any disruption.
20. The Contractor shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. In case of delay in attending the work or providing the substitute in time shall attract a pre-estimated fine and IIM Shillong will be at liberty to get the work done through any other agency and the cost therefor shall be recovered from the Contractor at the discretion of IIM Shillong. Contractor shall maintain a proper Record/Register indicating reasons for not attending to any complaint within time schedule, failing which penalty as per Bank's decision shall be levied. The expected period of completion of the various items and the amount of deduction beyond that period for pending complaints as per tender conditions shall be applicable.
21. The Contractor, upon receiving a notice from IIM Shillong, shall replace immediately any of its personnel who is found unacceptable to IIM Shillong because of Housekeeping risks, incompetence/conflict of interest/improper conduct.
22. In case, the manpower deployed by the Contractor commits any act of commission that amounts to misconduct/indiscipline/incompetence, the Contractor will be liable to take appropriate disciplinary action against such persons, and if so, required by IIM Shillong, remove him/them from the said Premises.

23. The Contractor, as a taxable service provider, must be registered with Central Excise Department and obtained Registration and should attach a copy of Certificate along with the Agreement. The Invoices / Bills / Challans should be serially numbered, and it should contain the Name and address of Service Provider & Service Receiver, Description of service, etc.
24. The Tax Deduction at Source (TDS) shall be affected as per the provisions of the Income Tax Act, as amended from time to time and a certificate to this effect shall be provided to the Contractor by IIM Shillong.
25. The Contractor shall also liable for depositing all taxes, levies, Cess etc. on account of carrying out the said work to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
26. The Contractor shall maintain all statutory registers under the applicable law. The Contractor shall produce the same, on demand, to IIM Shillong or any other authority under law.
27. The Contractor on its part and through its own resources shall ensure that the goods, materials, and equipment, etc. of IIM Shillong are not damaged in the process of carrying out the said work and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If IIM Shillong suffer any loss or damage on account of negligence, default or theft on the part of the employees /agents of the Contractor, then the Contractor shall be liable to compensate for the same. The Contractor shall fully indemnify IIM Shillong against any such loss or damage.
28. IIM Shillong shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.
29. The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the IIM Shillong and the IIM Shillong shall not be required to assign any reason, therefore.
30. In case of breach of any terms and conditions of this Agreement, the Earnest Security Deposit of the Contractor will be liable to be forfeited by IIM Shillong besides annulment of the Agreement.
31. In case, the Contractor fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof, IIM Shillong is put to any loss/obligation, IIM Shillong will be entitled to get itself adjusted out of the outstanding bills or the Security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms. If the adjustment is not possible, then the same may be recoverable from the contractor.
32. In case any of documents furnished by the Contractor is found to be false at any stage, it would be deemed to be a breach of the terms of this Agreement making it liable for legal action besides termination of contract.
33. If the Contractor becomes insolvent or fails to observe or perform any condition of this Agreement, then notwithstanding any previous waiver of such default or action being taken under any other clause hereof IIM Shillong may terminate the contract and forfeit the said performance deposit and recover from the contractor any loss suffered by IIM Shillong on account of the Agreement being terminated.

34. The Contractor shall not transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of IIM Shillong.

35. **If the services of the contractor are not found satisfactory, the contractor will be given one month's notice to improve his services.** If the contractor fails to improve his services within the Notice Period, IIM Shillong shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the said notice period.

However, the contractor firm can terminate the agreement by giving **three months'** notice in advance. If the Contractor fails to give such three months' notice in writing for termination of the agreement, then the Security Deposit will be forfeited. Notwithstanding anything contained in this Agreement, the Contractor shall continue to provide services of the persons deployed in IIM Shillong on the terms and conditions of this Agreement till the date of termination of this agreement.

36. On the expiry or early termination of the Agreement, the Contractor will withdraw all its personnel without in any way causing any damage to the said premises and the property therein and clear their accounts by paying them all their legal dues. The persons deployed by the contractor shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/otherwise capacity in IIM Shillong.

37. Resolution of disputes

37.a. This Agreement shall be governed by and construed in accordance with the laws of India.

37.b. Disputes or differences whatsoever, arising between IIM Shillong and the Contractor shall be resolved amicably between IIM Shillong's representative and the Contractor's representative.

37.c. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:

"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties."

37.d. The venue of the arbitration shall be at Shillong.

37.e. The language of arbitration shall be English.

37.f. Work under the Agreement shall be continued by the Contractor during the arbitration proceedings unless otherwise directed in writing by IIM Shillong, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the Agreement, no payment due or payable by IIM Shillong to the Contractor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

38. Any notice, for the purpose of this Agreement, has to be sent in writing to either of the parties by facsimile transmission, by registered post with acknowledgement due or by a reputed courier service. All notices shall be deemed to have been validly given on-

- (i) The business day immediately following the date of transmission with confirmed answerback, if transmitted by facsimile transmission, or
- (ii) The expiry of 5 days after posting, if sent by post, or (iii) the business date of receipt, if sent by courier.

39. This Agreement, its Annexures and the NIT constitute the entire Agreement between the Contractor and IIM Shillong, and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. In the event of conflict between the provisions of this Agreement and any attached Annexure or the NIT, the provisions of this Agreement will prevail to the extent of such conflict take precedence. In the event of conflict between the provisions of any attached Annexures and the NIT, the provisions of any attached Annexures will to the extent of such conflict take precedence. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party. NIT shall be the reference document to the extent the terms and conditions are either not reiterated or not given a contrary meaning under this Agreement.

40. This agreement is being executed in duplicate, IIM Shillong should keep the original and the Contractor shall keep the duplicate.

41. The Contractor shall bear the stamp duty on this agreement for both the original and the duplicate copies.

In witness whereof the parties hereto, have caused their presence to be signed on the above by the duly authorised officials at the place and on the day, month and year first herein above written.

Signed, sealed and delivered

Signed, sealed and delivered

By Shri

By Shri

For & on behalf of IIM Shillong

The duly authorized signatory for & on Behalf of
the Contractor

In the presence of

In the presence of

PERFORMANCE BANK GUARANTEE FORMAT

Annexure VIII

(on Non-Judicial Stamp Paper of Rs.200.00)

In consideration of IIM Shillong having its office at Shillong (hereinafter referred to as "Purchaser") having agreed to **Annual Maintenance Contract for Pest & Rodent Control Treatment/ Chemical Spraying/ Gel Treatment/ Fogging at IIM Shillong** (hereinafter referred to as "Services") from

_____ (hereinafter referred to as "Contractor") on the terms and conditions contained in the RFQ (Ref. No. _____ dated _____) and their agreement (hereinafter referred to as the "Contract") and performance of the _____ (hereinafter referred to as "Proposed Services") as per the terms and conditions as set forth in the said contract and also guaranteeing the Proposed Services as per the terms and conditions of the said contract;

1) We, _____ (Bank) (hereinafter called "the Bank"), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at anytime upto _____ 20 (validity date of BG) money or monies not exceeding _____ a total sum of ₹____/- (Rupees _____ only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by the purchaser on failure of the contractor to provide proposed services as per the terms and conditions of the said contract.

2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether the contractor has failed to provide the proposed services as per the terms and conditions of the said contract will be final and binding on IIM Shillong and IIM Shillong shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by the purchaser on IIM Shillong shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3) This Guarantee shall expire at the close of business hours on _____ (this date should be the date of expiry of the warranty/contract/renewal plus 60 days) without prejudice to the purchaser's claim or claims demanded from or otherwise notified to IIM Shillong in writing on or before the said date i.e. _____, (this date should be date of expiry of Guarantee. i.e. 60 days after end of warranty/contract/renewal period).

4) IIM Shillong further undertakes not to revoke this Guarantee during its currency except with the previous consent of the

purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

- 5) In order to give full effect to the Guarantee herein contained, the purchaser shall be entitled to act as if IIM Shillong is the purchaser's principal debtors in respect of all the claims of the purchaser against the contractor hereby Guaranteed by IIM Shillong as aforesaid and IIM Shillong hereby expressly waives all its rights of surety-ship and other rights, if any, which are in anyway inconsistent with the above or any other provisions of this Guarantee.
- 6) IIM Shillong agrees with the purchaser that the purchaser shall have the fullest liberty without affecting, in any manner, IIM Shillong's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and IIM Shillong shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving IIM Shillong.
- 7) The Guarantee shall not be affected by any change in the constitution of the contractor or IIM Shillong nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.
- 8) This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by IIM Shillong (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing uncanceled and IIM Shillong further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by IIM Shillong on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.
- 9) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, e-mail or registered post to the local address of IIM Shillong as mentioned in this guarantee.

10) Notwithstanding anything to the contrary contained herein: -

- a. Our liability under this Bank Guarantee shall not exceed ₹ _____/- (Rupees _____ only);
- b. This Bank Guarantee shall be valid upto _____ (validity date);
- c. Unless actions to enforce the claims is filled on or before _____ (validity date) all rights under the said guarantee shall be forfeited and IIM Shillong shall be relieved and discharged from all liabilities thereunder.
- d. IIM Shillong is liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if the purchaser serves upon IIM Shillong a written claim or demand on or before ____ (validity date).

11) IIM Shillong has the power to issue this Guarantee under the statute/constitution and the undersigned has full power to sign this Guarantee on behalf of IIM Shillong.

Dated this _____ day of _____ 20__ at _____

For and on behalf of _____ Bank.

Sd/ _____

(On non-judicial stamp paper of Rs.200/-)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on

_____ day of _____ between, on one hand, IIM Shillong, represented by the Chief Administrative Officer IIM Shillong (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer/Proprietor/Partner/Director (hereinafter called the "BIDDER/Seller" which expressions shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure **Annual Maintenance Contract for Pest & Rodent Control Treatment/ chemical spraying/ Gel Treatment/ Fogging at IIM Shillong** and the

BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/proprietor/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a body corporate established under an act of Parliament as an Autonomous Educational Institute

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent, and free from any influence/prejudiced dealings prior to, during and after the currency of the contract to be entered into with a view to: -

enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit of any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same

information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during a pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with IIM Shillong for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with IIM Shillong.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principles or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members,

agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly for purposes of competition or personal gain or pass on to others, any information provided by the BUYER as part of the business relationship regarding plans, technical proposals, and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly is a relative of any of the officers of the BUYER, or alternatively if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956 and Section 2 of Companies Act 2013.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression:

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

5. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. Earnest Money (Security Deposit)

6.1 While submitting the commercial bid, the BIDDER shall deposit @ 2% as Earnest Money through the link provided.

6.2 The Earnest Money Deposit in respect of unsuccessful bidders shall be returned only after the successful completion of the Bid Process. The Earnest Money Deposit of the successful Vendor/Bidder shall be released after the submission of performance bank guarantee.

6.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond/Guarantee in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of

Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

7. Performance Bank Guarantee

7.1 The successful Bidder shall, at his own expense, deposit with the Institute within 10 days of the date of the notice of award of the tender, a Performance Bank Guarantee from a schedule commercial bank, payable on demand for an amount equivalent to 3% of the total order value in lieu of Retention Money Deposit/ Earnest Money Deposit for the due performance and fulfillment of the warranty/contract by the Bidder.

7.2 The Performance Bank Guarantee shall be denominated in INDIAN RUPEES only.

7.3 Without prejudice to the other rights of IIM Shillong under the contract in the matter, the proceeds of the performance bank guarantee shall be payable to IIM Shillong as compensation for any loss resulting from the Bidder's failure to complete its obligations under the contract. IIM Shillong shall notify the Bidder in writing of the invocation of the right to receive such compensation indicating the contractual obligation(s) for which the Bidder is in default.

7.4 The Performance Bank Guarantee will be discharged only after a period of 60 days after the expiry of the contract period or after expiry of renewal/extension period subject to due performance of the obligations of the Bidder under the contract.

8. Sanctions for Violations

8.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Guarantee (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2%, higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with another contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash Earnest Money Deposit and performance guarantee, if furnished by the BIDDER, to recover the payments already made by the BUYER, along with interest.
- vi. To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or

damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

8.2 The BUYER will be entitled to take all or any of the actions mentioned at paragraph 6.1(i) to

(x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

8.3 The decision of the BUYER to the effect that a breach of the provisions of the Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

9. Fall Clause

9.1 The BIDDER undertakes that it has not supplied/s nor supplying similar product/systems or sub systems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law and the Jurisdiction of the courts of Meghalaya. The place of performance and jurisdiction is at Meghalaya.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact at _____ on _____

BUYER

Name of the Officer

Designation

IIM Shillong

BIDDER

Chief Executive Officer

Witness

1. _____

2. _____

Witness

1. _____

2. _____

