

Tender No. IG/GA/Security/2013-14



INDIRA GANDHI NATIONAL OPEN UNIVERSITY

Tender document
for
Pest Control Services for IGNOU premises located at Maidan Garhi, New Delhi-110068.

(Estimated Cost: Rs.2,10,000)

Last Date for submission of Tender: 14/07/2014 at 3.00 PM

Date & Time for opening of Tender: 14/07/2014 at 3.30 PM

Registrar (Administration)
Indira Gandhi National Open University
Maidan Garhi, New Delhi – 110068
Website : www.ignou.ac.in

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INDIRA GANDHI NATIONAL OPEN UNIVERSITY
Maidan Garhi New Delhi – 110 068
(General Administration)

F. No.: IG/GA/Security/2014

Dated: /.../2014

To,

Sub: Quotation for Pest Control Services for IGNOU premises located at Maidan Garhi, New Delhi-110068.

Sir,

Sealed quotations under two bid system (Technical & Financial) in the prescribed format are invited from reputed and experienced contractors/agencies/firms to provide “Pest Control Services” in IGNOU premises located at Maidan Garhi, New Delhi-110068 on regular basis as per the details given below:

DETAILS OF PREMISES

Sl. No.	Premises
1.	Block No. 1 to 14 in the temporary campus (present office)
2.	Main gate area, PIU, SSC, Periphery of bank building
3.	DEC and Mulanyankan Bhawan of SRE
4.	Warehouse Blocks 1,2,3 and 4
5.	EMPC, CMD, Guest House, VIP Guest House, MPDD, Security Kiosk.
6.	New Academic complex consisting of 6 Blocks A, B, C, D, F & G
7.	Convention Centre, Culinary Art Building, Creach
8.	Block-15 (new building)
9.	VC Office, Block- 16, 17

Terms & Conditions

2. General

a)The Tender Document is available on the website of IGNOU i.e/ www.ignou.ac.in The intending bidder may download the Tender Document containing the terms & conditions and submit the same in the office of Chief Security Officer, Room No.9, Block No.11, Indira Gandhi National Open University (IGNOU), Maidan Garhi, New Delhi-110068.

b) The Tender Submitted without the Earnest Money Deposit (EMD) will summarily be rejected.

(c) The bidder must ensure the physical inspection of the premises before submission of Tender.

d) The University reserves the right to have a panel made out of the tenders submitted and in case the Contractor selected fails to do the job successfully or leaves the job in middle of the contract period, or decline to accept the award due to some reason the next Contractor will be offered the job. However, the validity of the panel will be for the period of the award of contract to the first panelist and the case the second in the panel is offered the job the time-span for this will be the remaining period of the first awardees of the contract. In case the successful bidder decline to accept the award or to provide the pest control services the EMD submitted by him, shall be forfeited and may also be black listed.

d) If any information or document submitted is found to be false/incorrect, the University may cancel the Tender and can take any action as deemed fit including termination of the contract, forfeiture of all dues including Earnest Money and blacklisting of the Contractor, etc.

2. Eligibility criteria:

a) The Bidder should be in possession of necessary license from Government authorities for storing/using the pesticides and other chemicals in the commercial pest control operations and running the pest control agency.

b) The Bidder should have experience of at least three years or more in this field and should be a member of Indian Pest Control Association (IPCA).

c) List of clients with Satisfactory Performance Certificate issued by various organizations where such type of work/jobs have been/are being executed by the contractor must be enclosed in support of credibility of the company.

d) The bidder should enclose a copy of VAT, Sales Tax, Service Tax Registration, PAN Nos. Annual Return of preceding three financial years (i.e 2010-11, 2011-12, 2012-13) duly self attested with Seal of the firm to substantiate their eligibility against the technical as well as financial evaluation of the bid.

e) The Tender form must be clearly filled in ink legible or typed. The tenderer should quote the rates and amount tendered by him/them in the figures and as well as in words. In case, there is a difference of amount of words and in figures, amount mentioned in words shall be treated correct and final. Alterations unless legibly attested by the Tenderer shall be disqualified and rejected. Tender document, must be duly signed by the Tenderer himself, or his authorized signatory.

f) Every page of the tender Document and the enclosures should be signed by the Tenderer with seal of Agency/Firm.

g) The tender submitted without the EMD and other requisite documents will summarily be rejected.

h) Quotation must be unconditional. Any alteration or changes in rates in tender document shall be considered as invalid and liable to be rejected.

i) The University reserves the right to have a panel made out of the tenders submitted and in case the agency selected fails to do the job successfully or leaves the job in middle of

the contract period, or decline to accept the award due to some reason the next agency will be offered the job. However the validity of the panel will be for the period of the award of contract to the first panelist and in case the second in the panel is offered the job the time-span for this will be the remaining period of the first awardee of the contract. In case the successful bidder decline to accept the award letter or to provide the services the EMD submitted by him shall be forfeited and the firm may also be black listed at the sole discretion of the IGNOU.

j) The University reserves the right to cancel/reject full or any part of the tender which tenderes do not fulfill the condition stipulated in the matter.

k) Any act on the part of the tenderer to influence anybody in the University related to this Tender is liable for rejection of his tender.

l) The Contractor shall be required to comply with all statutory obligations from time to time emanating from this contract, such as (i) Payment of wages a per minimum Wages Act of Central Government in force from time (ii) contributions towards Employees Provident Fund (iii) contributions towards ESI (iv) Service Tax Bonus or any other statutory/mandatory requirement from time to time.

m) The Contractor/agency shall submit the documentary proof (Photocopy self attested) in support of his claim that he has deposited the ESI, EPF and Service Tax in respect of the personnel deployed in IGNOU with the concerned department for previous month with an undertaking.

3. Compliance with the technical specifications:

The services to be offered shall be in accordance with the minimum required eligibility criteria as provided above. However, higher additional information if any, shall be clearly indicated alongwith the explanation. The university reserve the right to follow the criteria and other features as per its actual requirement. The bids/quotation must be accompanied by the relevant document/literature confirming the product to be supplied and services provided duly signed by the Tenderer with seal of the firm. The bid submitted in a casual manner and without proper documentation shall be summarily rejected.

(Format of submission of technical bid is enclosed at Annexure-I)

4. Performance Evaluation:

The quality assurance of the Pest Control Services would be ensured regularly Viz. daily, weekly, fortnightly or monthly on the discretion of the University on the basis of the periodical reports furnished by the official(s) assigned for this task by the University.

5. Earnest Money Deposit

Interest free Earnest Money deposit (EMD) amount of Rs. 5,500/- (Rupees Five Thousand Five Only) shall be submitted along with the quotation in the form of a Demand Draft/Banker's Cheque/FDR/Bank Guarantee (recoverable) from any nationalized/commercial Bank drawn in favour of IGNOU payable at NEW DELHI.

The EMD of the unsuccessful bidder will be discharged/returned subsequent to the finalization of Contract. However, in case of successful bidder it will be refunded only after receipt of Performance Security.

6. Performance Security Deposit

(a) The successful tenderer shall, before executing the order, within 15 days of dispatch of letter intimating acceptance of the offer in terms of Letter of Intent/P.O.. deposit an amount of Rupees equivalent to 10% of the value of the contract as security deposit for due performance of the contract. The security deposit may be furnished in the form of Demand Draft/FDR or Bank Guarantee (as per the format at Annexure – III) drawn in favour of IGNOU, payable at New Delhi. The validity of Bank Guarantee/Security Deposit should be for the entire period of warranty/contractual obligation plus Two months.

b) Failure to furnish Security Deposit shall be treated as breach of contract and entail cancellation of the contract including forfeiture of EMD.

c) If the tenderer is not able to provide the services to the complete satisfaction of IGNOU THE RELEVANT Clause(s) of the Tender shall be invoked and the University reserves the right to forfeit the Performance Security besides imposing the Penalty Clause of the Tender, as the case may be.

7. Submission of Offer:

a) The technical and financial bids must be submitted in separate scaled cover in the format as prescribed in **Annexure-I** and **Annexure-II** respectively. The envelope containing the technical bid needs to be accompanied by the EMD, and required documents.

b) Bothe the technical and financial bids may be kept in the third envelope superscribing **“Tender for Pest Control Services in IGNOU”**

c) The sealed envelope containing all the bids must be submitted in the office of Chief Security Officer, Room No. 9, Block No.11, Indira Gandhi National Open University (IGNOU), Maidan Garhi, New Delhi – 110068.

d) Late/delayed tenders due to any reason, whatsoever, will not be accepted/considered, at all, under any circumstances.

e) All prices and other information like discounts etc. having a bearing on the price shall be written both in figures and words in the prescribed format of financial bid (**Annexure-II**) where there is a difference between amounts quoted in words and figures, the amounts quoted in words shall prevail.

f) The tenders not submitted in prescribed manner shall be summarily rejected and their Financial Bids shall not be opened. The IGNOU reserves the right to accept or reject any tender without assigning any reason.

g) The Technical bid shall be opened in the first instance in the presence of the representative's of the firms who may wish to be present and the members of the duly constituted Tender Opening & Evaluation Committee.

h) The tenderer will deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The Tenderer shall be responsible for arranging and maintaining all material, tools and facilities for workers and all other services required for executing the work at his own cost.

Submission of tender by a tenderer implies that he has made himself aware of the scope and specification of the work to be done.

- i) the tender can visit the site during working days between 10.00 AM to 5.30 PM to have knowledge of the work and satisfy himself before submitting the tender. The Office remains closed on Saturday Sunday and other Govt. holidays.
- j) The quoted rates should include the cost of pesticides and related labour and transportation charges. The chemicals/pesticides used by the Contractor should be purchased from reputed concern and should be ISI Marked and/or WHO approved.
- k) The technical bid must be submitted alongwith an affidavit on non-judicial paper (as per Annexure-V) to the effect that no Vigilance/CBI/Criminal case pending against the firm and service provider has not been blacklisted.

8. Evaluation

- a) The Tenders will be evaluated on the basis of parameters prescribed in the eligibility criteria. If considered necessary, the Committee may decide to visit the office/store other related sites, as it may find worth in order to gather further information leading to evaluation of bids. Tenderer will be bound to provide all necessary information as desired by the Committee.
- b) If the Committee so desire it may ask for demo of the product within two working days from the date of issue of such communication by the University.
- c) If the IGNOU considers necessary, it may ask for revised bids from the short listed tenderers which should be submitted within three days of intimation of this effect in sealed envelopes on specified date and time. The revised bids shall not be for amounts more than one quoted earlier for an item, unless the specification is of higher configuration than the earlier ones, by the respective tenderer. Any tenderer quoting higher rates for the same item with same quality quoted earlier in their revised financial bid shall be disqualified for further consideration and EMD submitted may be forfeited.
- d) The IGNOU reserves the right to select the tenderer on the basis of best possible features services quoted. The decision of IGNOU arrived at in this regard shall be final and representation of any kind shall not be entertained on the above. Any attempt by any tenderer to bring pressure of any kind shall disqualify the tenderer for the present tender and the tenderer may be liable to be debarred from bidding for IGNOU tenders in future and EMD submitted may be forfeited.
- e) The IGNOU reserves the right to award the contract to any of the bidders in the interest of the University irrespective of not being lowest and in this respect, the decision of the University shall be final.

9. Effect and Validity of Offer/Contract

- a) Te offer shall be kept valid for acceptance for a minimum period of 90 (Ninety) Calendar days from the date of opening the financial bid.
- b) Order shall be placed as per IGNOU's requirement by the authorized Officer.

- c) The period of Contract shall be for a period of one year from the date of start of contract. However, the Contract may be extended for a further period upto two more year on satisfactory performance report as per terms of the Tender.
- d) IGNOU reserves the right to terminate the Contract by giving 15 days notice and without assigning any reason, whatsoever, if the services provided by the firm are found to be unsatisfactory.
- e) In case the Purchaser finds that the market rates of the insecticide and other material to be used have come down from the time when rates were finalized in the rate contract/order or there is a need for selection of new system based on market trends, the IGNOU, may ask the short listed tenderer to re-quote the prices and the tenderer shall be selected on the basis of procedure given earlier. The time difference between such re-quoted shall be minimum three months except in case in case of the Union government budget.

10. **Signing of Agreement**

- a) IGNOU will award the Contract to the successful bidder, who, within 15 days of receipt of the same, shall sign and return the acceptance copy to IGNOU.
- b) The successful bidder shall be required to execute an AGREEMENT as per the format given in **Annexure-IV** on non-judicial paper of appropriate value (the cost of stamp paper shall be borne by the Contractor), within 15 days of the receipt by him of the letter of acceptance of Tender. In the event of failure on the part of the successful bidder to sign the AGREEMENT within the above stipulated period, the Bid Security (EMD) shall be forfeited and the acceptance of the Tender may be considered as cancelled.

11. **Penalty**

The contractor shall start the pest control services within 10 days from the date of issue of supply order. Any delay in the services within the time fixed or in the event of repudiation of the contract, the (IGNOU) purchaser reserves the right to recover damage for Breach of Contract as indicated below:

- a) To recover from the contractor liquidated damages including administration expenses a sum equivalent to **0.5%** of the services the contractor has failed to deliver within the period fixed for services for each week or part thereof during which delivery is in arrears subject to an overall ceiling of 10% of the total contract price.
- b) In case University get penalized by the local authorities i.e. MCD etc. on account of Pest Control Services the same will be borne by the contractor.
- c) the University shall also have the right to impose such penalty as it deems fit on the Contractor if the University is put to any financial loss directly or indirectly by any act of omission/fault on the part of the Contractor or any of the Personnel (s) deployed by it on the premises of the University.

12. **Payment Terms**

- a) 100% payment shall be made within 30 days of submission of bills duly supported by the satisfactory performance report from the office of Chief Security Officer.

- b) No part of the contract price shall become due or payable until the tenderer has provided the services to the complete satisfaction of IGNOU. Payment shall be made subject to recoveries, if any.
- c) A pre-receipted bill shall be submitted in duplicate in favour of IGNOU.
- d) The **TDS** and any other government levies as applicable shall be deducted on bill amount as per the Govt. of India/IGNOU's instructions issued from time to time.

13. **Dispute Settlement**

If the dispute cannot be settled by mutual discussion within 30 days as provide herein, the courts at Delhi/New Delhi, India only will have the jurisdiction to adjudicate upon the matter.

You are, therefore, requested, to quote your most competitive rate and submit the quotation in a sealed envelope superscribing "**Tender for Pest Control Services in IGNOU**" along with the requisite documents in the office of Chief Security Officer, Room No.9, Block No.11, Indira Gandhi National Open University, Maidan Garhi, New Delhi – 110068 latest by 3.00 PM on 14/07/2014 which will be opened on same day i.e 14/07/2014 at 3.30 PM.

Technical Bid

QUOTATIONS FOR PEST CONTROL SERVICES

1	Name of the Agency/firm	
2	Office Address with Te./Fax/Mob. Nos	
3	Contact Person(s) Name Tel. No./Fax.Mob	
4	Registration/License No. (enclose a copy)	
5	PAN No./TAN No. (enclose a copy)	
6	Service Tax No. (enclose a copy)	
7	EMD Details	
	BG/DD No.	
	Dated	
	Amount	
	Issuing Bank	
8	Profile of the firm:	
	(i) Turnover of last three financial years (copy enclosed)	
	2010-2011	
	2011-2012	
	2012-2013	

9	List of clientele:						
	Details of similar work done during the past three years						
Descripti on of work	Locatio n of the work	Full postal Addre ss and phone nos. of Client & Name of Office r-in- charge	Value of Contra ct	Date of Commencem ent of work	Schedule d completi on time (Month)	Date of Actual completi on	Resons for delay in project completi on, if any
10	Chemical to be used for treatment with its brand Name:-						
	i) For Mosquito spray						
	ii) For Rodent and Pest Control						
	iii) For Anti Termite Treatment						
	iv) Any other information firm wishes to give in support of their experience etc.						

- Note:** i) Please enclose a copy of the relevant documents
ii) Please attach extra sheet in support of your information, if required

Undertaking

I have physically inspected the premises and understand the volume of work and therefore agree to the terms and conditions laid down in the tender.

Signature of authorized official of the firm with seal

Signature and Seal of the Tenderer

Financial Bid**FOR PEST CONTROL SERVICES IN IGNOU, Maidan Garhi, New Delhi-110068**

1	Name of the Agency/firm:	
2	Description	Rate in INR
	(1) Rates per month for pest control/Rodent Control Treatment on lump sum basis for the entire premises as mentioned in the Tender Document. (Flying insects/mosquitoes/cockroaches/House Flies/Rats/squirrel/Silverfish etc.) (2) Anti-Termite Treatment (rate per Sq.Ft.)	

I/we undertake that the above rates are inclusive of all applicable charges. This rate/amount will be valid for the entire period of tender/contract/agreement from the date of actual start of work and will also be valid for the extended period, if any, as per the terms and conditions of the tender. The rate quoted above is inclusive of all applicable charges, taxes and in accordance with all the statutory liability/provision/rules/regulations like minimum wages act, Contract labour (R&A) Act 1970, Delhi Work Contracts Act etc, and provide for provident fund, ESI, Bonus, Gratuity, Administration charges, etc.

Signature of authorized official of the firm with seal

BANK GUARANTEE PERFORMA

1. In consideration for the Vice-chancellor, Indira Gandhi National Open University (hereinafter called the IGNOU) having agreed to exempt (hereinafter called “ the said contractor(s)” from the demand, under the terms and conditions of an Agreement dated made between..... and of **EMD/Performance** Security for the due fulfillment of the said contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for **Rs.** (Rupees.....) (indicated the name of the bank) at the request of contractor(s) do hereby undertake to pay to the IGNOU an amount not exceeding **Rs.** Against any loss or damage caused to or suffered would be caused to or suffered by the IGNOU by reason of any breach of the said Contractor(s) of any of the terms or conditions contained in the said agreement.

2. We do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely or a demand from the IGNOU stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the IGNOU by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement.. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **Rs.**

3. We undertake to pay the IGNOU any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal relating there to liability under this present being absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against us for making such payment.

4. We,..... Further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the **performance of the said Agreement/ validity of the offer** and that it shall continue to be enforceable till all the dues of the IGNOU under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the Guarantee thereafter.

5. We further agree with the IGNOU that the IGNOU shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the IGNOU against the said contractor(s) and the forbear or enforce any of the terms and

conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission of the part of the IGNOU or any indulgence by the IGNOU to the said contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding any thing contained herein above our liability under the guarantee is restricted to **Rs.** And shall remain in force until Unless acclaim or suit under this guarantee is filled with us on before..... ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and Bank shall be relieved and discharged from all liabilities therein.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
8. We lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the IGNOU in writing.

Dated the date of2012

For
(indicate the name of bank)

Signature
.....

Name of the Officer
(in block capitals)

Designation of

Code no.

Name of the Bank & Branch.....

[To be counter signed by the branch bank of the indenter]

ANNEXURE-A

Sl. No.	Premises
1.	Block No. 1 to 14 in the temporary campus (present office)
2.	Main gate area, PIU, SSC, Periphery of bank building
3.	DEC and Mulanyankan Bhawan of SRE
4.	Warehouse Blocks 1,2,3 and 4
5.	EMPC, CMD, Guest House, VIP Guest House, MPDD, Security Kiosk.
6.	New Academic complex consisting of 6 Blocks A,B,C,D,F&G
7.	Convention Centre, Culinary Art Building, Creach
8.	Block-15, 16 & 17
9.	VC's Office

(General Terms & Condition of Agreement)

AGREEMENT BETWEEN INDIRA GANDHI NATIONAL OPEN UNIVERSITY AND PEST CONTROL CONTRACTOR (NAME OF THE CONTRACTOR)

This Agreement is made onbetween Indira Gandhi National Open University a statutory University established under the Act of Parliament (Act 50-1985) and having its offices at Maidan Garhi, New Delhi-110068, represented by Registrar (Admn.) (hereinafter referred to as the 'University', which expression shall unless it is repugnant to context include its successors and assigns) of the First Part.

And

M/s Having its office at represented by Sh. Shall, where the context so requires include heirs, successors and his legal assigns, executors or administrators) of the Second Part.

WHEREAS the Contractor is engaged in providing pest control services through its own properly trained personnel and whereas the University is desirous of availing the said pest control services.

AND whereas the University and the Contractor selected on the basis of selected tender had negotiations in this behalf.

Now therefore this witnesses as follows:-

1. Pest Control Services

- a. Pest control services includes (a) General Pest and Rodent Control (b) Anti termite is required to be given to all the premises, as stated above, on regular basis for complete elimination of cockroaches, bugs, flies mosquitoes, white Ants and other crawling insects including rodents control.
- b. the contractor undertakes to provide Pest Control Services involving spraying & fumigation of entire campus at, within and outside the premises, listed out in Annexure-A under this Agreement, on a regular basis throughout the period of contract.

2. Pest Control Personnel

- a. for effective and efficient operation of the pest control services in the campus, the Contractor shall provide such number of professional trained personnel to carry out the pesticide services, as deemed fit by the Contractor, subject to a maximum of personnel, who will remain in the University and carry out the job as per instructions given to him by the Contractor.
- b. The contractor should have professional trained personnel to carry out the pesticide treatment.
- c. The Contractor shall submit a valid photo identity card of all such personnel deployed by the Contractor to the University within days of award of Contract.

- d. All such personnel will maintain a register of his daily work and submit it to the Security Department on daily basis which will form the base for certification of the bill and satisfactory services.
- e. All such personnel deployed by the Contractor will be paid by the Contractor as per the prevalent minimum wages as amended from time to time by the govt. of India, Ministry of Labour & Employment with other statutory provision of law/social security cover i.e. ESIC, EPF & Bonus, Uniform etc.
- f. The pest control and personnel will not indulge in any criminal activities, practice or undesirable acts. In such cases he will be dealt with by the Contractor under the relevant provision of law and the contractor will be fully responsible for it.
- g. The pest control personnel so deployed by the contractor shall at no time be treated as the employees of the University.

3. **Certificates/Credentials:**

- a. The Contractor should have the appropriate Govt. License for Pest control /Pesticides/Insecticides/chemicals for the purpose of Pest Control, (Copy of License should be produced along with the quotations).
- b. The Contractor should have at least 3 years experience in pest control in Government offices/institutions of repute and Credentials in this regard should be submitted along with the quotations.
- c. The Contractor should have the appropriate Poison License for pesticide work, vide Rules 3 of Delhi Poisons Rules, (Copy of License should be produced along with the quotations).

4 In consideration of the obligation undertaken by the Contractor under this agreement the University shall pay the Contractor charges on the basis of the quotation accepted and agreed rate of Rs. only, on a monthly basis. Service Charge on the bill for wages will be charged as per Govt. norms notified from time to time and service tax as applicable on total bill, which may change from time to time as per directions of the Govt. Of India.

5. The Contractor shall be required to comply with all statutory obligations from time to time emanating from this contract, such as, (i) payment of wages as per Minimum Wages Act of Central Government in force from time to time; (ii) contributions towards Employees Provident Fund; (iii) contributions towards ESI; (iv) Service Tax, Bonus, or any other statutory/mandatory requirement from time to time.

6. The rate of the anti termite treatment is accepted at Rs.per sq. mtr. This treatment will be done on, as and when required basis. The Contractor undertakes to repeat the treatment free of cost, if it reappears within a period of one year.

7. The Contractor will obtain a work done report from the concerned personnel where such work is executed on their demand, in support as satisfactory certificate which will be countersigned by Security Supervisor.

8. **Dispute Settlement**

- a. In case of any dispute or difference arising out of or in connection with the tender conditions/Contract, the University and the Contractor will address the dispute/difference for a mutual resolution within 30 days and failing which, the matter shall be referred to the vice Chancellor, IGNOU, as a sole Arbitrator, whose decision shall be final and binding on both the Parties.

- b. In case of any dispute where legal action is compelled to be initiated by any or the party, only Courts at Delhi/NCR shall have the jurisdiction to resolve the matter.

9. **Penalty**

- a. In case University get penalized by the local authorities i.e. MCD etc. on account of Pest Control Services the same will be borne by the contractor.
 - b. The University shall have the right to impose such penalty as it deems fit on the Contractor if the services are found unsatisfactory or partial/defective services are rendered. Continuous default in providing services will also lead, besides termination of contract, to automatic disqualification for tendering or quoting for pest control services for the University in future.
 - c. The University shall also have the right to impose such penalty as it deems fit on the Contractor if the University is put to any financial loss directly or indirectly by any act of omission or commission on the part of the Contractor or any of the Personnel(s) deployed by it on the premises of the University.
10. No outdated chemicals should be used and all formulation/pesticides to be used for pest control treatment shall be safe for human beings and shall not have any detrimental effect on such materials and that should be non-staining.
 11. The Contractor shall have to follow the directives of govt. health authorities/WHO for the pest control operations.
 12. The Contractor shall preferably be a member of the Indian Pest Control Association and should possess license registration for all chemical formulations proposed to be used from CIB (Central Insecticide Board), (Documents of be attached).
 14. Contractor shall be responsible for provision of all pesticides, materials, equipment, manpower, transport and insurances.
 15. The Contractor shall not be entitled to assistance either, in the procurement of raw materials required for the fulfillment of the contract or in the securing of transport facilities.
 16. The Contractor shall bear all incidental charges for cartage, storage and safe custody of materials against damage due to sun, rain, dampness, fire, theft, etc.
 17. The Contractor shall submit documentary proof of purchase of Insecticides only from original manufacturer or their authorized dealer at the time of each treatment.
 18. General Pest and Rodent Control: - Disinfection shall be done using reputed brand marked ISI spraying the entire premises of University with special reference to kitchen, pantries, toilets, drainage, Sewer, furniture & fixtures by utilizing appropriate quality and quantity of chemical/pesticides which should cover complete extradition of all kind of flying and crawling insects, beetles-pests such as mosquitoes, carpets moths, silver fish, cockroaches, lizards, bugs etc. Rodent treatment against rat and mica is to be carried out through trapping & baiting methods by using tracking powder as per latest ISI Specifications. The chemical should be branded ISI marked products of a company.

19. Anti Termite (White Ants treatment) with guarantee Anti Treatment/Ward borer treatment shall be done by using reputed brands as per latest ISI specifications. Application by spraying digging plinth/floor, injecting holes and cavities in the wall and furniture's along with fixtures after keen observation of spots of termite attack & closing of holes cavities may be ensured in all the furniture in the premises of the University.
20. Contractor shall also take all precautions to ensure that no damage/staining happen to any furniture fixture surface by way of spray used by them or their staff. In case the said surfaces are damaged or gets dirty the Contractor shall ensure that the persons deployed by him clean the said surfaces immediately.
21. **Validity and termination**
- a. The Agreement shall be valid for a period ofyears, with effect fromto, **subject to satisfactory performance during the initial period of 03 months, followed by periodical review of performance on quarterly basis**, and shall, if not terminated before, expire automatically on
- b. The University reserves the right to terminate the contract by giving 15 days notice and without assigning any reason thereof.
22. **Performance Security**
- a. The Contractor will deposit Rs.-/through DD in favour of IGNOU, New Delhi, as performance security without any interest.
- b. Performance security should remain valid till for a period of sixty days beyond the date of completion of all contractual obligations and for at least 60 days beyond the date on which contract is to terminate, if so terminated by the University.

IN WITNESS HEREOF, the parties hereto, have set their hands and seal, this day hereinabove referred to.

**For
(Name of the Contractor)**

**For Indira Gandhi National Open University
The Registrar**

Witness

Witness

1.

1.

2.

ANNEXURE - V

(Affidavit duly executed before the Notary Public on a Stamp Paper of Rs.10/-)

AFFIDAVIT
(Before Public Notary, _____)

I, _____ (Name of the Deponent), S/o _____, Aged
About: _____ years, Resident of: _____

do hereby solemnly state and affirm as under :

1. That, I am working as _____ (Designation of the Deponent) with M/s _____ (Name & Address of the Firm/ Company) since _____ years ;
2. That, I am the Authorized Signatory/ have been duly authorized to execute this affidavit on behalf of the above- named Firm / Company and as such component to swear this affidavit. The duly certified copy of the Authorization Letter / Board Resolution to this effect is enclosed an Annexure with this Affidavit.
3. That, being the Authorized Signatory I am conversant with the technical details and the overall functioning of the Firm / Company applying for the present tender.
4. That, it is submitted that the Firm / Company shall maintain utmost secrecy and take utmost care not to leak/ divulge any information of the IGNOU.
5. That, in case any such incident is noticed, penalty as imposed by the Hon'ble Vice-Chancellor of the Indira Gandhi National Open University shall be payable by us.
6. That, I take oath and solemnly declare/ affirm that the particulars furnished in the present "Tender Form" are correct and that nothing has been concealed or misrepresented therein. That, it is submitted that all the Statements / Submissions / Declarations / Information, etc. furnished in this "Tendering Form" are true statement.
7. That, I declare that there are no legal / criminal proceedings pending/ contemplated against our firm or any staff members of our firm. It is further submitted that the integrity of the Firm / Company or any of its staff members is not under suspicion / inquiry / Investigation (As the case may be) before any agency like Police, Crime Branch, Central Bureau of Investigation, Vigilance Cell, Central Vigilance Commission, etc. and other such agencies empowered to do so under the extant laws.
8. That, I declare that the Firm / Company here-in-above mentioned has not been black-listed by any Organization's/ Company.
9. That, I provide hereunder the following details of penalty imposed * , etc. on the Firm / Company by any Organization/ Company by way of monetary penalty or any other mode :

S.No.	Details of Organization/ Company, etc.	Details of penalty imposed, etc.
1.		
2.		

(*) Strike off whichever not applicable.

10. That, I do hereby swear that my statements under Para's (1) to (9) are true and correct and that it conceals nothing and that no part of this is false. In case the contents of affidavit are found to be incorrect or false, I shall be liable for action under the relevant provision of the Indian Penal Code and other relevant laws.

DEPONENT

Place: