



SRI VENKATESWARA INSTITUTE OF MEDICAL SCIENCES

TTDs – TIRUPATI

Office of the General Maintenance

e-tender document for

TO EXECUTE THE WORK REGARDING PEST & RODENT CONTROL AND ANTI-TERMITE TREATMENT AT SVIMS., FOR A PERIOD OF (01) YEAR. However, it is renewable every year for two more years based on the performance of the supplier and subject to the need, justification and satisfaction of the Tender Inviting Authority.

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**SRI VENKATESWARA INSTITUTE OF MEDICAL SCIENCES,
TIRUPATI
NOTICE INVITING TENDER (Online tender)**

Sl. No.	Description	Remarks
1.	Name of the department	TIRUMALA TIRUPATI DEVASTHANAMS
2.	Circle/Division	SVIMS, TIRUPATI
3.	FILE / NIT Number	Roc.No. AD(GM)/233/PEST & RODENT/SVIMS/2017
4.	Tender Subject	PEST & RODENT CONTROL AND ANTI-TERMITE TREATMENT (However, it is renewable every year for two more years based on the performance of the supplier and subject to the need, justification and satisfaction of the Tender Inviting Authority.)
5.	Period of Contract	01 year
6.	Form of Contract	ITEM BASED
7.	Tender Type	Open
8.	Tender Category	PRODUCTS
9.	EMD Amount (INR)	Rs. 62,500/- (Rupees sixty two thousand five hundred only)
10.	EMD payable:	Demand Draft drawn in favour of the "Director, SVIMS, Tirupati" from any scheduled Bank.
11.	Bid validity period	Six months
12.	Bid Document Download starting Date & time	05.02.2022 at 08.00 P.M
13.	Bid Document Downloading End Date & time	19.02.2022 at 12.00 Noon
14.	Last Date & Time for submission of hard copies	19.02.2022 at 05.00 P.M
15.	Technical Bid Opening Date and Time (Qualification and Eligibility Stage)	21.02.2022 at 10.00 A.M
16.	Price Bid Opening Date and Time (Financial Bid Stage)	22.02.2022 at 3.00 P.M (Tentative)
17.	Place of Tender Opening	SVIMS, Tirupati
18.	Tender Inviting / Opening Authority	THE DIRECTOR-CUM-V.C., SVIMS., TIRUPATI
19.	Address/E-mail id	gmsvims@gmail.com
20.	Contact Details/Telephone, Fax:	0877-2287777 Extn.2348, 2201
21.	MANDATORY DOCUMENTS TO BE UPLOADED :	<ol style="list-style-type: none"> 1. Earnest Money Deposit in the form of D.D., in favour of the Director, SVIMS, Tirupati 2. PAN card in the name of the Firm / Bidder 3. EPF registration 4. ESI registration 5. The firm should be registered under the Shops and Establishment Act. 6. The turnover of the bidder should not be less than Rs. 25 lakhs for each financial year i.e., 2018-19, 2019-20 and 2020-21 and a certificate from the Chartered Accountant certifying to this effect should be uploaded. 7. Balance sheet, Profit and loss account for each Fin. Year i.e., 2018-19, 2019-20 and 2020-21 duly certified by C.A., along with I.T., returns. 8. NOTARIZED Affidavit on Rs.100/- Non-judicial stamp paper stating that: <ol style="list-style-type: none"> a) The firm/bidder is not presently blacklisted / debarred by any Hospital /

		<p>Organization.</p> <p>b) No case is pending against the firm / bidder with regard to Vigilance / CBI / any Govt. departments.</p> <p>c) The firm/bidder is not presently convicted by the court of law for any criminal offence.</p> <p>NOTE: The sentence "SOLEMNLY AFFIRMED AND SIGNED BEFORE ME" shall be mentioned in all the Affidavits.</p> <p>9. Three Satisfactory work completion letters / certificates from reputed Institutions i.e., Central / State Govt. depts. / PSUs., / Autonomous Bodies / Large Industries / Educational Institutions / Corporate Super Speciality Hospital stating that the Pest and Rodent services were completed satisfactorily.</p> <p>10. Declaration on firm's letter head as mentioned in Annexure – I</p> <p>11. GST registration</p> <p>IMPORTANT NOTE :</p> <p>1) AT THE TIME OF OPENING OF THE TECHNICAL BID, IF ANY MANDATORY DOCUMENT IS NOT FOUND ON THE E-PROCUREMENT PLATFORM, THE BID WILL BE REJECTED.</p> <p>2) ONE SET OF ORIGINAL DOCUMENTS OF EMD, AFFIDAVIT AND OTHER PHOTOSTAT COPIES OF ALL UPLOADED DOCUMENTS SHALL BE DELIVERED AT THE FOLLOWING ADDRESS EITHER BY POST OR IN PERSON ON OR BEFORE 19.02.2022 AT 05 PM. OTHERWISE, THE BID WILL BE REJECTED.</p> <p style="text-align: center;">"The Deputy Director, Dept. of General Maintenance, Alipiri Road, Sri Venkateswara Institute of Medical Sciences Tirupati"</p> <p>3) IN CASE OF AUDITED FINANCIALS NOT BEING AVAILABLE FOR THE LAST COMPLETED FINANCIAL YEAR, CA CERTIFIED PROVISIONAL FINANCIALS SHOULD BE PROVIDED</p>
22.	<p>a) Registration with e-procurement platform</p> <p>b) Digital certificate authentication</p> <p>c) Procedure for bid submission</p> <p>d) Transaction fee</p> <p>e) Corpus fund etc.</p>	<p>The participating bidders are requested to refer the website of e-procurement for all the information about the e-tender.</p>

SRI VENKATESWARA INSTITUTE OF MEDICAL SCIENCES CAN NOT BE HELD RESPONSIBLE FOR THE FOLLOWING :

- 1) Any loss (or) delay of the documents in transit.**
- 2) Any problem arising while uploading the documents through e-procurement platform.**
- 3) Any other problem(s) encountered by the bidders while uploading their bids.**

CHECK LIST

**ALL THE FOLLOWING DOCUMENTS SHALL BE DELIVERED EITHER BY POST OR IN PERSON
ON OR BEFORE THE DATE AND TIME OF THE TECHNICAL BID OPENING**

01. Earnest Money Deposit in the form of D.D., in favour of the Director, SVIMS, Tirupati. Rs. 62,500/- -- Enclosed or Not
02. PAN card in the name of the Firm / Bidder -- Enclosed or Not
03. EPF registration -- Enclosed or Not
04. ESI registration -- Enclosed or Not
05. The firm should be registered under the "Shops & Establishment Act". -- Enclosed or Not
06. The turnover of the bidder should not be less than Rs. 25 lakhs for each financial year i.e., 2018-19, 2019-20 and 2020-21 and a certificate from the Chartered Accountant certifying to this effect should be uploaded. -- Enclosed or Not
07. Balance sheet, Profit & loss account for each Fin. Year i.e., 2018-19, 2019-20 and 2020-21 duly certified by C.A., along with I.T., returns. -- Enclosed or Not
08. NOTARIZED Affidavit on Rs.100/- Non-judicial stamp paper stating that: -- Enclosed or Not
- a)The firm/bidder is not presently blacklisted / debarred by any Hospital / Organization.
- b)No case is pending against the firm / bidder with regard to Vigilance / CBI / any Govt. departments.
- c)The firm/bidder is not presently convicted by the court of law For any criminal offence.

NOTE : The sentence "SOLEMNLY AFFIRMED AND SIGNED BEFORE ME" shall be mentioned in all the Affidavits.

09. Three Satisfactory work completion letters / certificates from reputed Institutions i.e., Central / State Govt. departments / PSUs., / Autonomous Bodies / Large Industries / Educational Institutions / Corporate Super Specialty Hospital stating that the Pest & Rodent services were completed satisfactorily. -- Enclosed or Not
10. Declaration on firm's letter head as mentioned in Annexure – I -- Enclosed or Not
11. GST Registration -- Enclosed or Not

NOTE : IN CASE OF AUDITED FINANCIALS NOT BEING AVAILABLE FOR THE LAST COMPLETED FINANCIAL YEAR, CA CERTIFIED PROVISIONAL FINANCIALS SHOULD BE PROVIDED.

SALIENT POINTS TO BE NOTED :

- 1) If two or more bidders attained the same rank in the price comparison, the experience of the bidders in this field and the track record of the bidder etc., will be taken into consideration for issuing of "Award of License".
- 2) The bidder should not submit any kind of financial details in the hard copies to be submitted to SVIMS., i.e., in the Technical Bid Cover / Hard Copy Cover. If found in any cover, bid will be invalid. The price quoted in the financial bid of e-procurement platform will only be taken into consideration.
- 3) The bidders are advised to go through each and every line of tender document carefully before final submission.
- 4) In case of Partnership Firm, the following documents should be uploaded along with GST / PAN :
 - a) A copy of Deed of Partnership
 - b) A copy of list of partners with names and addresses
 - c) Only Managing Partner has to sign the documents and represent the company in person for any discussions.
- 5) In case of a Company, the following documents should be uploaded along with GST / PAN :
 - a) A copy of Memorandum of Understanding
 - b) Articles of Association
- 6) In case of Proprietorship, the owner of the company has to sign in all the documents and represent the company in person for any discussions.
- 7) The Bidder should necessarily comply all the rules as per the Labour / EPF / ESI acts etc.
- 8) The financial bids of those tenderers who are technically qualified will be only opened. The SVIMS may extend the last date by issuing a corrigendum in which case all rights and obligations of the SVIMS and the tenderers previously subject to the original deadline will then be subjected to the new deadline.
- 9) Date of opening of price bid given in the e-tender platform is a tentative date and is likely to change.
- 10) Quoting minimum rate just for acquiring the tender will not be the only criteria for award of license. Therefore, bidder should carefully assess the work before offering the rates.

***SRI VENKATESWARA INSTITUTE OF MEDICAL SCIENCES
TTDs :: TIRUPATI***

BASIC INFORMATION OF THE BIDDER

- 1) Name of the Firm / Bidder ::
- 2) Legal Entity ::
(Company, Partnership,
Proprietorship & Society etc.)
- 3) Year of Establishment ::
- 4) Address of Registered Office ::

- 5) Name/s of the Owner/Partners ::
- 6) Land Phone nos. ::
- 7) Mobile Phone nos. ::
- 8) Email ID ::
- 9) Name of the person authorized to ::
sign in all the documents
(attach proof of authorization)

- 10) PAN card No. ::
- 11) EPF Registration No. ::
- 12) ESI Registration No. ::
- 13) Shops & Est. Registration No. ::
- 14) E.M.D., Rs. _____ D.D. No. _____ & Date _____
Drawn in favour of the Director, SVIMS., Tirupati payable at Tirupati

PLACE ::

DATE ::

Signature of the bidder with full address
(To be signed by an authorized signatory with
full address of the bidder)

EARNEST MONEY DEPOSIT :-

- 1) Earnest Money Deposit as mentioned under Mandatory Documents shall be paid by way of Demand Draft drawn in favour of "The Director, SVIMS, Tirupati", payable at Tirupati on any scheduled bank and the original DD., should be submitted before opening the technical bid.
- 2) EMD will not be accepted in the form of Cheques, postal orders, bank guarantees or bank demand drafts issued on the personal name of the officers of SVIMS, Tirupati or by any other mode of remittance.
- 3) The E.M.D. will be returned to the unsuccessful Bidder on the date of finalization of the Tender without interest. The EMD amount will be returned to the successful Bidder after submission of the Security Deposit and other formalities without interest.

SECURITY DEPOSIT (Rs. 2.50 lakhs) & AGREEMENT :-

- 1) Successful Bidder shall be required to pay/submit the following within 14 (fourteen) days from the date of "Award of License" :
 - a) Security Deposit of Rs.2.50 lakhs
 - b) An agreement on Rs. 100/- Non-judicial stamp paper for faithful and satisfactory performance of contract (The institute will supply the specimen of the agreement to the successful bidder)

The work shall be started immediately after fulfilling all the above and shall submit a letter mentioning the date of commencing of work to the TIA.

- 1) The Security Deposit shall be paid by way of Demand Draft drawn in favour of "The Director, SVIMS., Tirupati" and the said deposit will be returned only after the expiry of three (03) years tenure period without interest, subject to penalties / deductions.
- 2) If the successful bidder fails to pay the security deposit and to execute an agreement within the period of 14 days from the date of "Award of License", such failure will constitute a breach of terms and conditions of the tender the license shall be cancelled and the bidder will forfeit the EMD., in addition to recovery of any loss sustained by the Institute.
- 3) The bidder will forfeit the Security Deposit for any non-performance of the tender as defined in the tender conditions during the tender period and action will be initiated for black listing the bidder.

TERMS & CONDITIONS OF CONTRACT:-

1. The Tenderer uploading his Tender would be deemed to have considered and accepted all the terms and conditions of Tender. No verbal or written enquiries shall be entertained in respect of acceptance or rejection of the Tender.
2. If the bidder gives deliberately wrong information to create conditions for acceptance of the tender, the Director, SVIMS., reserves the right to reject such tenders without assigning any reason. Not more than one tender will be submitted by one bidder for the same work. Legal action will be taken for furnishing wrong information.
3. The successful bidder shall be required to execute an agreement on Rs. 100/- non-judicial stamp paper.
4. The successful Tenderer shall have to follow all the instructions given to him/them from time to time by the competent authority or person nominated by him.
5. The successful Tenderer shall maintain a register for the routine instructions.
6. The successful Tenderer will furnish the full particulars (Brief resume) of the staff engaged by him for the Pest & Rodent control Services at SVIMS., Tirupati within fourteen days from the award of License.
7. The successful Tenderer shall provide uniform and identity cards to his workers within one month from the date of commencement of work. The worker shall always possess the identity card while at work and produce the same on demand.
8. The successful Tenderer shall be liable to pay compensation for any loss or damage caused to the property of the Institute under the contract.
9. The Successful Tenderer is responsible for any illegal activity of the employee done by him during his work / presence in the Institute / Hospital premises.
10. The successful Tenderer shall comply with all instructions/direction/rules and regulations of any statutory authority and discharge all obligations, imposed upon him by the statutory authorities or under any law and shall indemnify the Institute and officers/employees from any claim or consequences/damages for any lapse or non compliance thereof.
11. The successful Tenderer will be responsible for any accident or mishap or death of workers engaged by the successful Tenderer and any claim made on this account will be paid by the successful Tenderer, who will also indemnify the Institute from any claim in this regards.
12. The successful Tenderer and his worker shall abide by the rules and regulations of the Institute as well as directions/instructions issued by the Director of Institute or on his behalf by the authorities from time to time and violation of which may result in cancellation of the contract.
13. In the event of infringement of any law by any of the workers engaged by the successful Tenderer, Tenderer shall be under obligation to change the worker immediately on the instruction of the Institute authorities.

14. The workers of the successful Tenderer shall not be treated as employees of Institute in any case and successful Tenderer will be solely responsible for their affairs and will be under obligation to comply with the statutory obligation. These workers will have no claim whatsoever, to be treated as employees of the Institute.

15. The contractor shall have to ensure necessary payments on account of EPF, ESI and any other statutory liability as employer on behalf of persons deployed by him for this office to perform jobs, be made in time.

16. The successful Tenderer will have to abide by the Minimum Wages Act-1948 (as per Central Govt.) and other statutory Labour laws, rules and regulation as applicable in the Govt. Any liability arising on the Institute as principal employer shall be deducted from the bills of the successful Tenderer and the full amount shall be recovered from the security money and subsequent monthly bills of the successful Tenderer.

17. All necessary requirements under the Explosive Act, 1884, Explosive Substances Act, 1908 and Drugs (Control) Act, 1950 for the performance of the contract if required will have to be arranged by the successful Tenderer. The Institute in no way will be responsible for any violation of these acts in case the Tenderer has the required certificate, under the provision of said Acts he may enclose the copy of the same with the Tender.

18. The Tenderer is suggested to carefully go through the terms and conditions of the document before offering his/their rates. The Tenderer is also advised to take a round of the entire Institute during working hours to know existing setup.

19. TDS will be deducted as per the Income Tax Act 1961, if applicable

20. GST Extra as per statutory rules of the Government from time to time, if applicable

21. The Tender Inviting Authority shall have irrevocable right to enter into parallel contact for the supply of man power with any other bidder as per the patient care requirements at any rate at his discretion.

22. As per the instructions of the APTS., Vijayawada, e-procurement fund (Corpus fund 0.04%) shall be paid by the L1 bidder through online and submit the payment details to the TIA.

SCOPE OF WORK :-

TO EXECUTE THE WORK REGARDING PEST & RODENT CONTROL AND ANTI-TERMITE
TREATMENT AT SVIMS., AS STATED BELOW :

The scope of work includes spraying of pesticides at all places and buildings applying of chemicals as per prescribed dosages as residual / non-residual insecticides spray under supervision of technically qualified and accredited pest control.

- 1)SVIMS main building (Administrative Block)
- 2)SVIMS OPD block & IP block, Radiotherapy & Nephro Plus.
- 3)C FAR Building
- 4)SPMC for Women
- 5)SPMC Hospital (new building)
- 6)College of Physiotherapy & College of Nursing.
- 7)Bio-technology & Bio-informatics building
- 8)New Central Library building
- 9)All Hostels including kitchens i.e.,
 - 1) PG hostels →
 - I. Opp. To Nephroplus – old building
 - II. Vedic hostel
 - III. Newly constructed building i.e., opp. To Biotechnology
 - 2) Boys hostel→
Next to SPMC Hospital
 - 3) Girls hostel →
 - I. Near BIRRD choultry
 - II. New Girl's hostel (in front of MBBS hostel)
 - III. BIRRD Choultry
 - 4) MBBS hostel
- 10)Patient attendants Choultry (near College of Nursing)
- 11)2nd Choultry (SVIMS block in TTD 2nd choultry)
- 12)Inside and outside gardens
- 13)Director's Bungalow
- 14)All SVIMS quarters i.e., all outside surroundings within the premises
(not inside the houses)
- 15)All rain water harvesting pits & all parking areas.
- 16)Gas room, Generator room, Water Works, Canteen area and CFAR building.
- 17)All open drains around the above said buildings

It also includes any further areas to be covered according to need.

All the above buildings shall be free from Cockroaches, Bedbugs, Spiders, Silver-fish, House flies, Mosquitoes, Rodents & Snakes and Termite etc.

THE FOLLOWING CONSUMABLES SHALL BE USED FOR :

- 01.Mosquitoes etc. -- Malathion / Nuvan / DDT powder (for external use)
(for all insects including house flies control)
- 02.Fogging -- King Fog
- 03.Rats -- Aluminium Phospate or Zincphospate (powder or tablet form)
Gum traps / Gum boards
- 04.Cockroaches -- Hitech Gel / Fipronil Gel
- 05.Larval control -- Fenthion Nuvan (Baytex Brand or any standard brand approved by
Pest control of India)
06. Termite and etc.

ANY OTHER INTEGRATED PEST & RODENT CONTROL MEASURES WHICH IS NOT SPECIFIED
BUT IMPLIED TO THIS CONTRACT.

FOGGING : Fogging should be done twice in a month in all surroundings of the above mentioned buildings. Fuel for the same will be borne by the service provider.

1. The Successful tenderer should provide well experienced and technically qualified workers and supervisors to the above mentioned work and they have to present before Health Inspector before entering into day to day works.

2. Machines, equipments, tools, consumables, Insecticides or any other items required to execute the above contract is the responsibility of the successful tenderer. The men and material needed for the management of above works will be the responsibility of the successful tenderer.

3. The Institute reserves the right of altering the specifications of works of adding to or omitting any items of work or of having portions of the same carried out departmentally or otherwise and such alterations and variations shall not violate this agreement.

4. For execution of the above works, the agency shall follow the specific requirements mentioned as under:

- a) Service Provider shall make arrangements of providing contract labour as and when required as per the directions of the authorities.
- b) Within 24 hours of receiving the requisition from SVIMS., the agency will provide additional personnel as and when required.
- c) Any personnel found misfit or including into indiscipline Act or found medically unfit shall be immediately removed and immediate replacement shall be made by the service provider.
- d) Representative of the agency shall meet authorised Officer daily to appraise the position and situation and or to discuss any matter concerning for personnel.
- e) Ensure that effective and economic pest & Rodent control measures are implemented and that they are in accordance with the Hospital's patient care services.
- f) The service provider shall provide, manage and operate a comprehensive system of pest control management in accordance with the current industrial standards and the provisions of this service level specification.
- g) Any other integrated measures which are not specified but required shall be part of the scope of work.

5. The agency shall be absolutely responsible for the payment of salary, and all other statutory obligations for the workers employed. The wages, bonus, arrears, employment, termination benefit, compensation or other claim whatsoever and the SVIMS., has no connection in relation to such matters.

6. In case of any mishap sustained by employees of Contractor of whatsoever nature (minor/major) the responsibility of granting compensation, if any, on the count will be that of the Service Provider.

7. The Contractor shall furnish the names, permanent & local addresses and Police Verification Report, of the Pest Control Workers being posted at SVIMS., premises along with their latest Photographs.

8. Whatever available new/modern technics can be adopted by the company.

11

PRICE BID FOR THE SUPPLY OF THE FOLLOWING CONSUMABLES SHALL BE USED FOR

S.No	Name of the item consumables	Required quantity per month
01	Malathian & Nuvacron	25 ltrs
02	Zinc Phosphate	03 Kgs.
03	Rat pads (big size)	100 Nos.
04	Rat pads (small size)	100 Nos.
05	DDT Powder	50 Kgs.
06	Rat pills	02 Kgs.
07	Termite	02 Ltrs.
08	Larvicidel	01 Service
09	King fog (fogging) for outside service (Incl. petrol & Diesel)	02 ltrs
10	King fog (fogging) for inside service (Incl. Petrol & Diesel)	02 ltrs
11	Cockroaches Fipronil Gel/Hitech Gel	20 tubes

1. The tenderers who have quoted for all 11 items alone will be considered otherwise such tenders will be rejected.
2. Tenders will be finalized basing on the total lowest amount offered for all 11 items.
3. The rates quoted should be exclusive of all taxes at the prevailing rates of the Government from time to time.

ANY OTHER INTEGRATED PEST & RODENT CONTROL MEASURES WHICH IS NOT SPECIFIED BUT IMPLIED TO THIS CONTRACT.

FOGGING : Fogging should be done twice in a month in all surroundings of the above mentioned buildings. Fuel for the same will be borne by the service provider.

DISPUTE:-

i) If any dispute or difference arises between the parties relating or concerning or to interpretation of the contract or any alleged breach thereof or any matter relating to the contract, the same shall be settled by the parties as far possible by mutual discussion and consultation between themselves, whether the same has arisen during the subsistence of the contract or thereafter.

ii) In the event of any dispute or differences arising in connection with the contract arising out of this Tender whether during the subsistence of the contract or there after not being settled in aforesaid manner, the matter shall be referred to the Director, SVIMS., Tirupati or his nominee not below the rank of Deputy Director/Professor for arbitration whose decision shall be final and binding on both the parties. The proceedings before the arbitrator would be governed by the provision of the ARBITRATION AND CONCILIATION ACT, 1996.

iii) The courts of TIRUPATI shall have exclusive jurisdiction in all matters arising out of this Tender.

PAYMENT:-

i) The payment will be made within 30 days on monthly basis, subject to satisfactory performance during the month.

ii) No claim for any price escalation during contract shall be entertained.

SUB-CONTRACTING :-

The licensee to whom the contract is awarded shall only execute the contract and letting of sub-contract of supply is not allowed and will attract punishment including termination of contract, forfeiture the Security Deposit and six months Advance rent and payment of loss incurred to SVIMS due to termination of contract.

INDEMNITY :-

The bidder shall indemnify the SVIMS., against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the bidder in execution of or in connection with the work of this contract and against any loss or damage to the hospital in consequence to any action or suit being brought against the bidder for anything done or committed to be done in the execution of this contract.

DISCLOSURE OF INFORMATION:-

The bidder has to abide that all knowledge and information not within the public domain which may be acquired during the carrying out of this contract, shall be for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the written permission of SVIMS.

FORCE MAJEURE CLAUSE:-

Any act of God, shall not disentitle the parties to this Agreement to terminate the Contract or claim damages. Whether an "act" will come within the purview of the "Act of God" or not will be decided by the SVIMS and its decision will be final.

TERMINATION OF CONTRACT :-

The terminations for failing to fulfill any of the terms and conditions of this contract are as below:

In case the successful Bidder back out after releasing the "Award of License" or fails to comply with the terms and conditions within the period, the bidder will be liable to make good the loss sustained by the Institute in addition to the penalty as under:-

- 1) The Tender Inviting Authority shall be entitled to approve any other bidder without notice to the successful bidder and to recover the extra cost thus involved from the successful bidder.
- 2) To cancel the contract.
- 3) To forfeit the EMD and / or Security Deposit to the extent of the loss incurred by the Institute, in the event of action being taken as above and if it falls short, the Tender Inviting Authority shall be at liberty to take action against the Bidder or by instituting a Civil Suit. In this regard, the bidder shall not be entitled to any gain.
- 4) Any under payment or indulgence in the financial lapse shall result in termination of contract without any notice whatsoever.

INDULGENCE IN CORRUPT OR FRAUDULENT PRACTICES :-

The Institute requires that the Bidder under this bid observes the highest standards of ethics during the procurement and execution of this contract. In pursuance of this policy, the terms are set forth with as follows:

a. "Corrupt practice" means offering, giving, receiving or soliciting anything of value to influence the action of the public official in the contract execution.

b. "Fraudulent practice" means misrepresentation of facts in order to influence the execution of the contract to the detriment of the Institute, and it includes collusive practices among Bidders (prior to or after bid submission) designed to deprive the Institute of the benefits of free and open competition.

c. The Institute will reject a proposal for award if it determines that the bidder recommended for award was engaged in corrupt or fraudulent practices in competing for this contract.

d. The Institute will declare a firm ineligible, either indefinitely or for specified period of time, for award of the license if at any time during tendering or, licensing period it determines that the firm was engaged in corrupt and fraudulent practices in competing for or in executing the contract.

NOTICE PERIOD FOR ABANDONMENT OF CONTRACT :-

Either party shall be entitled to abandon the contract after serving three months notice in writing to the other party regarding abandonment of contract. However, the successful tenderer who is handling the contract shall have to continue the work even after expiry of the notice period of three months till an alternative arrangement is made by the Institute. No compensation of claim in the event of such abandonment shall be admissible to the successful tenderer.

ANNEXURE - 1

DECLARATION TO BE UPLOADED ON THE e-PROCUREMENT PLATFORM

(ON FIRM'S LETTER HEAD)

Name of the Bidder :

Address of the Bidder :
(To be filled in by the Bidder)

I/ We read all the terms & conditions of this tender and hereby agree to abide by all the terms and conditions of the tender. I/ We do hereby agree that I / We shall keep my / our offer open for a period of three (03) months from the date of opening of the tender. I / We shall abide by and give my / our acceptance to all the terms and conditions mentioned in this tender document and which are mentioned in the "Award of License" and shall execute an agreement in the prescribed form, in the event of my / our offer being accepted by SVIMS.

Yours faithfully

Signature of the bidder with full address
(To be signed by an authorized signatory with full address of the bidder & seal)