

NATIONAL CENTRE FOR DISEASE INFORMATICS AND RESEARCH
(Indian Council of Medical Research)

Department of Health Research, Ministry of Health and Family Welfare, Government of India,
Nirmal Bhawan-ICMR Complex (II Floor), Poojanahalli, N.H-7, B. B. Road, Kannamangala Post,
Bengaluru-562 110 (India)

(Visit us at www.ncdirindia.org)

Tender No. **NCDIR/ ICMR/316/2020**

LIMITED TENDER FOR
ANNUAL PEST/RODENT CONTROL AND GENERAL FUMIGATION/
SANITIZATION SERVICES CONTRACT
AT NIRMAL BHAWAN ICMR COMPLEX, BENGALURU

Name of the tenderer _____

Cost of Tender Document – ₹. 100/-



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**NATIONAL CENTRE FOR DISEASE INFORMATICS AND RESEARCH
(Indian Council of Medical Research), Bengaluru**

TENDER NOTICE

Sealed tenders are invited under two bid systems for tender for Annual Pest/Rodent Control and General Fumigation/ Sanitization Services at Nirmal Bhawan, ICMR Complex, Bengaluru

| SCHEDULE | | |
|-----------------|--|--|
| SL .No. | Activity Description | Schedule |
| 1. | Tender No | No. NCDIR/ ICMR/316/2020 |
| 2. | Sale or downloading of Tender Document | 29-10-2020 from 5:00 PM to 26-11-2020 upto 02:30 PM Tender document can be downloaded from our website www.ncdirindia.org |
| 3. | Time and last date of Depositing Tender / Bid. | 26-11-2020 up to 5:00 PM |
| 4. | Time. Date and venue of Opening of Technical Bid | 27-11-2020 at 2:00 PM |
| 5. | Time and Date of Opening of Financial Bid | The Financial bids will be opened after evaluation of technical bids. |
| 6. | Minimum Validity of tender Offer | 180 days from the date of Opening of tender. |
| 7. | Estimated cost of tender | Rs.8.00 lakhs per annum |
| 8. | Amount of EMD to be Deposited | Rs.20,000/- |
| 9. | Duration of contract | In the beginning, the contract shall be on a trial basis for three months only, and thereafter, it would be extended for a further period of nine months. If the services are found to be satisfactory during the trial period of the Agency, the contract may be renewed at the discretion of ICMR-NCDIR on year to year basis for a maximum period of three years, including the trial period on the basis of same terms and conditions. |
| 10. | Cost of Tender Document | Rs.100/- |

**DIRECTOR
ICMR-NCDIR (ICMR) BENGALURU**

**Instructions for filling up the Tender for Annual Pest/Rodent Control and General Fumigation/
Sanitization Services Contract**

The instructions, specifications given herein will be strictly binding on the tenderers and deviation, if any, makes the tender liable to be considered invalid. Tenders incorporating additional conditions by the tenderers will be rejected summarily.

Before submitting the tender, the tenderer shall examine carefully all specifications and drawings. The selected Agency shall be required to enter into an agreement with the National Centre for Disease Informatics & Research, Bengaluru governing the terms of the contract on non-judicial stamp as per the pro-forma enclosed.

I. As a token of their acceptance, the tenderers have to return following documents duly signed on all the pages with official seal

- i. General terms & conditions
- ii. Pro-forma of agreement
- iii. General technical specifications
- iv. Undertaking
- v. Declaration

II. **Eligibility criteria:**

- i. A minimum of 4 years of experience in providing the pest/Rodent control services in large establishments including multi-speciality hospitals
- ii. Sufficient raw materials, machinery and tools etc., at their disposal for which *they should also submit details.*
- iii. The following criteria must be complied =

a) Completed/existing at least **one (1)** AMC for pest/Rodent control service in Central/ State government departments/ organizations/ autonomous bodies or other corporations/companies / multi-speciality hospitals costing not less than Rs.6.40 lakh per annum during the past 4 years, on the date of application

Or

b) Completed/existing at least **two (2)** service contracts in Central/State government departments/autonomous bodies/PSUs, private organisations, multi-speciality hospitals etc., each costing not less than Rs.4.80 lakhs per annum during the last 4 years, on the date of application.

Or

c) Completed/existing at least **three (3)** service contracts in Central/State government departments/autonomous bodies/PSUs, private organisations, multi-speciality hospitals etc., each costing not less than Rs.4 lakhs per annum during the last 4 years, on the date of application.



- iv. The applicant shall submit along with the application copies of work orders and/or satisfactory completion certificates of the aforesaid works from the clients.
- III. The tenderer should be preferably a member of Indian Pest Control Association
- IV. The tenderer should have a valid licence issued by appropriate authority to handle chemicals and pesticides as per Indian Insecticide Rules, as amended from time to time.
- V. The tenderer should undertake to all ensure mandatory safety precautions as per standard guidelines of Pollution Control Board(s)/Government
- VI. The tenderer shall deploy experienced professional/trained personnel for pest control and disinfectant treatment
- VII. The tenderer shall provide his own tools and appliances for executing the work.
- VIII. The tenderer should follow the directives of Government/WHO for pest control/treatment
- IX. Rodent control for rat and mice should be carried out through baiting and trapping methods by using tracking pads, glue pad as per extant ISI specifications.
- X. The fumes and/or any other product used or generated out of pest control treatment should not cause any harm to the staff and visitors at Nirmal Bhawan, ICMR Complex or anybody other than the intended pests.
- XI. The tenderer shall indemnify ICMR-NCDIR against injury, loss and/or damage caused to life and property at ICMR Complex during the course of Pest Control treatment.
- XII. The tenderer shall be responsible for effective control of viruses, pests, insects & rodents at ICMR Complex including white ants, mosquitoes, flies, cockroaches, rats, bed bugs, bees, snakes etc., **without affecting, in any way, the controlled breeding of mosquitoes in the Laboratories of ICMR-National Institute of Malaria Research (NIMR) (Field Unit) on the 1st Floor (South Wing) of ICMR Complex-Nirmal Bhavan for research purposes.**
- XIII. Frequency of the services may be increased or decreased at the discretion of the authorities of ICMR-NCDIR which shall be monitored through a log/register duly endorsed by an authorised official of ICMR-NCDIR.
- XIV. Pest control service should be regular and complaints, if any, should be attended immediately.
- XV. The tenderer shall necessarily source all formulations/pesticides to be used from original manufactures/or their authorised dealers. The chemicals should have branded with ISI marks of a Company.
- XVI. If any complaints are received by any staff or a visitor and the authorities of ICMR-NCDIR considers that the pest control treatment is not satisfactory or is in breach of any/or all the terms and conditions of the tender, the such complaint or defects shall be attended to by the tenderer at

his own cost and if the complaints/defects are still persisting, the authorities of ICMR-NCDIR will review and terminate the contract, if necessary.

- XVII. The term ‘Pest control treatment’ shall mean “Integrated Pest Control treatment” at the premises of ICMR Complex-Nirmal Bhavan, Poojanahalli Road, Bengaluru.
- XVIII. A token **Earnest Money Deposit (EMD) of Rs. 20,000/- and tender fee of Rs.100/-** shall be deposited by way of Demand Draft/Banker’s Cheque drawn on any Nationalized / Scheduled Bank only (Not from any cooperative bank/society) in favour of ‘Director, National Centre for Disease Informatics and Research’ payable at Bengaluru. EMD shall be returned to unsuccessful tender(s) immediately but not later than one month from the date of opening of the tender. No interest will be paid on the Earnest Money deposited with ICMR-NCDIR. **EMD and Tender fee are not applicable for Agencies having valid MSME/ NSIC registration certificates.**
- XIX. Tender should be placed in double sealed cover super scribing “tender for Annual Pest/Virus/Rodent Control Services Contract at ICMR Complex-Nirmal Bhavan, Bengaluru’.
- XX. The Agency shall furnish his/firm’s GSTIN.
- XXI. Incomplete tenders will be rejected. Overwriting in the ‘Commercial bid’ is not permitted and shall be rejected.
- XXII. Conditional offers shall not be accepted.
- XXIII. **Tenders will be received at ICMR-NCDIR, Bengaluru up to 5:00 PM on 26-11-2020 and will be opened as per schedule to be announced later in the meeting room on 2nd floor of ICMR-NCDIR, ICMR Complex-Nirmal Bhavan, Poojanahalli Road, Bengaluru 562110 in presence of tenderers, if any present, at the time of opening of the tender.** Offer received after the due date and time shall not be accepted.
- XXIV. The authorities of ICMR-NCDIR, Bengaluru do not bind themselves to accept the lowest tender and reserve the right to reject or accept any or all tenders wholly or partially without assigning any reason whatsoever.
- XXV. The tenderers shall inspect the ICMR Complex and assess the exact nature of the landscape and the buildings and assess the actual requirements for effective pest/Rodent control treatment in the entire campus.
- XXVI. Tender must be submitted in two separate sealed covers marked **PART-I** and **PART- II**’. The contents of **PART- I & PART- II** will be as follows:

PART – I: This sealed cover shall contain –

- a) EMD of **Rs. 20,000/-** in the form of a Bank Draft/Banker’s Cheque drawn on any Nationalized/Scheduled bank only (Not from any cooperative bank/society) in favour of “Director, National Centre for Disease Informatics & Research” payable at Bengaluru. Micro & Small Enterprises (MSME) registered under Single point registration scheme of NSIC are



exempted from payment of EMD and Tender Cost. Copy of such registration certificate may be attached.

- b) General terms & Conditions (**Annexure ‘A’**) and Pro-forma of Agreement (**Annexure ‘B’**) (not to be filled at tendering stage) and Declaration duly signed on all the pages with office seal of the tenderer.
- c) Forwarding letter indicating the documents attached therein. Further, it should be clearly stated that the tenderer has not quoted any extra conditions in the offer form in the Part II and that the tenderer is not related to any employee of Indian Council of Medical Research and any of its Institutes including ICMR-NCDIR, Bengaluru.

PART-II: The Sealed Cover shall contain only -

The **OFFER FORM & COMMERCIAL BID (PART II)** duly filled in all the columns superscribing the name of the work and shall not have any conditions whatsoever. If any such additional conditions are found, it will not be taken into consideration and will not form part of the tender.

Part II of the tender shall be opened, only if all the conditions of Part-I are fully met.

Covering letter and Declaration

To
The Director,
National Centre for Disease Informatics & Research
ICMR Complex-Nirmal Bhavan
Bengaluru-562110

Sub: Submission of tender papers for Annual Pest/Rodent control and General Fumigation/Sanitization services contract at ICMR-Complex

Sir,

We are submitting the tender for Annual pest/rodent control treatment at Nirmal Bhawan, ICMR Complex, Bengaluru. Please find the following documents enclosed.

PART - I (In a separate cover marked as Part I)

- | | | |
|----|---|--------------------------|
| 1. | EMD of Rs. 20,000/- in the form of a Bank Draft/ Banker's Cheque No. _____ drawn on Nationalized / Scheduled Bank only (Not from any cooperative bank/society) Dated _____ for Rs. _____ drawn in favour of 'Director, National Centre for Disease Informatics & Research and payable at Bengaluru'. <i>Agencies having valid MSME/ NSIC certificates may enclosed copies of the said certificates.</i> | <input type="checkbox"/> |
| 2. | Tender fee of Rs.100/- in the form of a Bank Draft/ Banker's Cheque No. _____ drawn on Nationalized / Scheduled Bank only (Not from any cooperative bank/society) Dated _____ for Rs. _____ drawn in favour of 'Director, National Centre for Disease Informatics & Research and payable at Bengaluru'. <i>(To be furnished separately)</i> Agencies having valid MSME/ NSIC certificates may enclosed copies of the said certificates. | <input type="checkbox"/> |
| 3. | <u>General terms & Conditions, Technical specifications, Pro-forma of Agreement and Declaration duly signed and with office seal of the tenderer</u> | <input type="checkbox"/> |
| 4. | Documentary proof such as work orders, completion certificates for similar work undertaken in other large establishments for the past 5 years as per clause 2 of Instructions for filling up the tender above. | <input type="checkbox"/> |

PART - II (In a separate cover marked part II)

- | | | |
|----|---|--------------------------|
| 1. | Offer Form and Commercial bid duly filled | <input type="checkbox"/> |
|----|---|--------------------------|

Certified that I am in no way related to any employee of the Indian Council of Medical Research and its Institutes including National Centre for Disease Informatics & Research, Bengaluru and we have not stipulated any extra condition in the part II of the tender.

**Signature of the Tenderer / Authorized Attorney
(In case of Authorized Attorney, enclose a copy of authority)**

Date:

Office Seal

Part –I - Technical Bid

**National Centre for Disease Informatics & Research
(National Council of Medical Research)
Nirmal Bhawan - ICMR, Complex, Poojanahalli,
Bengaluru – 562 110**

NOTICE INVITING TENDER [NIT]

**For Annual Pest/Rodent Control and General Fumigation/ Sanitization services contract at ICMR-
NCDIR, Bengaluru**

GENERAL TERMS AND CONDITIONS (GTC)

Sealed tenders are invited from the reputed and experienced agencies for **Annual Pest/Rodent control and General Fumigation/ Sanitization services contract at ICMR-NCDIR, Bengaluru.**

1. Tenders submitted in double sealed cover with the name of the work written on the envelope **will be received up to 5:00 PM on 26-11-2020 along with earnest money of Rs. 20,000/-** (Rupees Twenty thousand only) and tender fee of Rs.100/- in the form of demand draft or Banker's cheque drawn in favour of Director, ICMR-NCDIR, Bengaluru and payable at Bengaluru. The tenders **will be opened as per schedule to be published/announced separately in the meeting room on 2nd floor of ICMR Complex. EMD and Tender fee are not applicable for Agencies having valid MSME/ NSIC registration certificates.**
2. The term “**ICMR-NCDIR**” wherever mentioned in the NIT shall mean the authorities of ICMR-NCDIR Bengaluru and the term “**Agency**” wherever mentioned in this NIT shall mean the Agency selected for award of the contract.
3. ICMR-NCDIR does not bind itself to accept the lowest tender and reserves the right to reject or partially accept any or all the tenders, tendered items or schedules received and the work may be awarded to one or more parties and the decision of the ICMR-NCDIR will be final and binding in this regard.
4. Tenders, which do not fulfill all or any of these conditions or are incomplete in any respect, are liable to summary rejection without assigning any reason whatsoever.
5. Tenders incorporating additional conditions are liable to be rejected.
6. Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Agency who resort to such canvassing will be liable to rejection on this ground alone.
7. Before quoting the rates the Agency must assess the quantum of work involved after going through the specifications & Bill of Quantities of work and physical inspection of the premises thoroughly. No claims for additional payments would be entertained arising out of agency's ignorance of site conditions.

8. In respect of all persons engaged for rendering the services directly or indirectly by the agency for the concerned work, the agency shall be considered as principal employer as per Contract Labour (Regulation & Abolition) Act 1970. The agency shall pay wages as prescribed by the Chief Labour Commissioner (Central) and shall abide by all and every kind of legislation that are incidental to and concerned with such deployment of persons for the time being for carrying out and rendering such services. The agency shall observe duly at all time the provision of the Employment of Children Act 1938 and any other enactments made in this regard.
9. **ZONES:**
- A. **Total land area of the campus: 5 acres**
Zone I: Parking-cum-garden area in front of Main Building*
Zone II: Garden area and lawns surrounding Canteen and Guest House*
Zone III: Areas not covered under Zone I and Zone II, which includes ICMR Complex-Nirmal Bhavan, Guest Houses and Canteen (in all 3 buildings)
- B. *The Garden and lawns are under a separate contract for development and maintenance and the responsibility of keeping it weed/pest free is with the garden contractor. Therefore, such overlapping areas may be excluded from the scope of contract of AMC for Pest Control, to the extent necessary, at the discretion of the authorities of ICMR-NCDIR.

CREDENTIALS

10. The Agency must have a local office with a regular telephone and other means of communication like fax/e-mail etc, both in the office as well as in the residence(s), of Partners / Directors / Proprietor. The Agency shall declare in writing that none of their proprietors or partners are any way related to any Officer of Indian Council of Medical Research and its Institutes including ICMR-NCDIR, Bengaluru.
11. The agency should have valid a license for providing Pest/Rodent Control Treatment and General Fumigation/ Sanitization service. The agency should have at least 4 years of experience in providing pest/Rodent control and General Fumigation/ Sanitization services and produce documents such as work orders, work completion certificates from various clients in this regard.
12. The Agency shall furnish valid GSTIN Registration certificate, Firm Registration certificate, PF / ESI Registration, copy of TAN / PAN card along with the Part-I of the tender.
13. Security deposit shall be 10% of the gross annual value of work awarded and to be paid by the agency to the ICMR-NCDIR in the form of a demand draft/banker's cheque drawn in favor of 'the Director, ICMR-NCDIR and payable at Bengaluru or a Bank Guarantee in appropriate format, which shall hold good for the tenure of the contract. Security deposit shall cover risk or any loss **caused to the ICMR-NCDIR due to fraud, theft, pilferage etc., the responsibilities for which are attributable, directly or otherwise, due to the negligence or inefficiency on the part of the agency or their employees, or any breach of contract of whatsoever nature or form on the part of the agency.** In the event of any such occurrence and/or breach of contract, the amount of compensation, as assessed by ICMR-NCDIR shall be recovered either from the bill for monthly service charges due to the Agency or from their security deposit.
14. During the period of this contract, the Agency shall provide proper and adequate service and perform their duties diligently, honestly and to the entire satisfaction of ICMR-NCDIR. The Agency shall constantly keep in touch with ICMR-NCDIR regarding their services and abide by all instructions and directives issued by ICMR-NCDIR in this regard.

15. The personnel employed by the agency shall not be below 18 years of age. If need arises, the age could be verified by the Competent Authority.
16. The Agency shall ensure compliance of all Acts, Rules and statutory orders in force with regard to deployment of their staff in the premises of ICMR-NCDIR for the purpose of this contract and shall keep ICMR-NCDIR indemnified against any liabilities arising out of non-compliance of any of the Acts, Rules or Orders on their part.
17. Any amount due to ICMR-NCDIR arising out of the contract will be recoverable from any amount due to the agency.
18. The Agency shall be liable to comply with the directions of ICMR-NCDIR to remove within 24 hours of receipt of such direction, any member of their staff deployed for the purpose of this contract and shall make immediate necessary alternative arrangements to ensure proper and adequate services.
19. If the agency neglects and fails to fulfill his contractual obligation due to reasons attributable to him, the same should be considered as breach of contract on the part of the agency. Under such cases, ICMR-NCDIR would have full right to terminate the contract with imposition of penalty. The quantum of penalty will be determined by ICMR-NCDIR subject to the maximum of 10% of the annual contract value. Regarding determination of penal amount, the decision of ICMR-NCDIR will be treated as final and binding.
20. ICMR-NCDIR shall pay to the Agency nothing more than the amount as may be due under the contract terms.
21. **PAYMENT**
 - a) The payment shall be made on monthly basis on submission of the pre-receipted bill, in duplicate, on the basis of the satisfactory performance of the work duly certified by the authorized representative of ICMR-NCDIR within 30 working days after receipt of the bill.
 - b) Income tax will be deducted at the prescribed rate from the monthly/quarterly bill of the Agency and the same would be deposited with the Income Tax Authority by ICMR-NCDIR.
22. **PENALTY** - In the event of any deficiency in the service rendered by the agency, any time during the currency of the contract, ICMR-NCDIR shall impose a suitable penalty which may be recovered from the monthly/quarterly bill(s) of the agency. The decision of ICMR-NCDIR shall be binding on the agency.
23. **TENURE AND VALIDITY** - Rates quoted by the agency shall remain **valid for one year** with effect from date of placement of order. The contract can be renewed for a further period of TWO YEARS on a year-to-year basis subject to the satisfactory performance and services by the agency the same terms and conditions.
24. **SUBMISSION OF TENDERS:** The tender must be submitted in two separate sealed covers marked Part-I and Part-II and addressed to ICMR-NCDIR and each must be super scribed by ‘Tender for Annual Pest/Rodent Control and General Fumigation/ Sanitization Services contract at ICMR-NCDIR, Bengaluru’
 - a) The sealed cover marked Part-I shall contain the following documents only:

- i) Earnest Money deposit of Rs. 20,000/- and tender fee of Rs.100 in the form of a Demand Draft or Banker's Cheque, or MSME certificate, if applicable.
 - ii) A copy of uptodate & valid income tax clearance certificate duly self-attested and the latest Income Tax Return / copy of PAN card.
 - iii) Forwarding letter (in duplicate) clearly indicating the documents attached therein. The agency has to clearly indicate in the forwarding letter that they have not quoted any extra condition along with the tender in the Part-II sealed envelope.
 - iv) Declaration as per clause 10 above.
 - v) Copies of work orders, completion certificates etc., for similar work undertaken or being undertaken by the Agency in other large establishments for the past 10 years.
 - vi) The complete tender set and format of the agreement duly signed and sealed by the Agency on all pages in acceptance of the terms and conditions.
- b) The sealed cover marked Part-II shall be submitted superscribing "Tender for Annual Pest/Rodent Control and General Fumigation/ Sanitization Services at Nirmal Bhawan, ICMR Complex, Bengaluru" and giving no additional conditions. If any extra condition is found in this cover, it will not be taken into consideration and will not form a part of the tender or the tender is liable to be rejected for such reason.
- c) For the purpose of opening of tenders, as described in the Notice Inviting Tender, it is clarified that only the sealed envelope marked Part-I will be opened first. After the authority opening the tenders is satisfied that the documents in the envelope marked Part-I are in order, the other sealed cover marked Part-II may be opened subsequently or/or a date to be informed separately to the tenderers. In case documents in envelope marked Part-I are not in order in respect of a tenderer, the sealed cover marked Part-II containing the tender set will not be opened at all and treating it as invalid.

25. **SCOPE OF WORK:**

- a) To inspect ICMR Complex and to assess the exact requirements for effective control of pests, virus etc., before submission of tender and thereafter, periodically to review the situation and take remedial action as and when necessary.
- b) To ensure effective disinfection, fumigation and such other treatments to control viruses, mosquitoes, termites, lizards and cockroaches in the campus as prescribed or as may be necessary without causing health and environmental.
- c) The pest control treatment shall be carried out in the ICMR Complex building so as not to cause any inconvenience or harm to the research labs for in-house and controlled breeding of mosquitos at National Malaria Research Institute (NMIR) on the 1st Floor.
- d) To prevent effectively cockroach, spider and termite infestation of furniture/ machinery/equipment at ICMR Complex such as computers, printers, UPS, table drawers etc.

- e) To carry out effective control and management of pests such as rodents/harmful reptiles in accordance with the latest and best industry codes of practice, conforming to all regulations, and statutory requirements.
- f) The baits/gum pads used for rodent/reptile control shall be in conformity with the Environmental Laws in force.
- g) To arrange for safe removal and disposal of honeycombs, if and when necessary
- h) To provide prompt and courteous service and delivery.
- i) To deal with any complaints swiftly and ensure prompt and satisfactory resolution.
- j) To promote a professional and responsible image of your company and/or your industry, portraying the pest control industry in the best possible light at all times.
- k) To respond to all calls on the same day and to attend appointments on time

26. USE OF INSECTICIDES/FUMIGANTS AND GUM PADS

- a) The Agency shall ensure that the insecticides/fumigants used in the ICMR Complex are in conformity with the norms of Pollution Control Board.
- b) The Agency will arrange for delivery of fumigants, baits/gum pads and pest control related materials in the quantity (ies) as required at ICMR Complex and carry out the fumigation and pest control work at the campus, as prescribed in the Commercial Bid.
- c) The Agency shall be liable for any delay or failure to deliver the disinfectants, fumigants at ICMR Complex, unless such delay or failure occurs on account of force major.
- d) The Agency shall ensure that disinfectants, fumigants are packaged and transported in accordance with the manufacturers' recommendations. It is agreed that the Agency undertakes warranty regarding the quality of the disinfectants and fumigants brought to ICMR Complex for the purpose of periodically disinfection and fumigation in conformity with and compliance of all environment protection laws and practices.
- e) The Agency shall submit a work plan along with the technical bid showing, in detail, the nomenclature of pesticides, chemicals, fungicides, fumigants, insecticides etc., in the format prescribed vide **Annexure I** of this Tender.

27. PROVISION OF DISINFECTION, FUMIGATION AND PEST CONTROL SERVICES

- a) The Agency will exercise reasonable care and skill in the performance of the services.
- b) The Agency will advise on the appropriate quantity and type of disinfectants, fumigants and baits/gum pads and on an appropriate method and adequate period of exposition to be used to treat ICMR Complex.
- c) If the Agency witnesses any third party intervention, it is the sole responsibility and liability of the Agency to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence, of the intervention and take appropriate remedial or follow up action thereon. It is agreed that the Agency is solely responsible for the condition or calibration of apparatus, instruments and measuring devices used, the methods applied, the qualifications, actions or omissions of third party personnel or the disinfection, fumigation and/or pest control results.
- d) The Agency shall not delegate the performance of all or part of the services to an agent or sub-contractor and in such an event, the contract for pest control service is liable to be terminated forthwith.

- e) The Agency will issue, to the sole benefit of ICMR-NCDIR, a report of intervention describing the procedures performed by or witnessed by the Agency and the remedial or follow up action proposed to be taken by the Agency.
- f) Reports of Intervention issued by the Agency will reflect the intervention performed and the facts as recorded by it at the time of its intervention only and within the limits of the instructions received. The Agency is under obligation to refer to, or report upon, any facts or circumstances, which are consequential to the specific instructions received or alternative parameters applied.
- g) The Agency, by providing the services, undertakes to discharge any liability of ICMR-NCDIR to any third party or that of any third party on ICMR-NCDIR as consequence of this AMC.
- h) All samples shall be retained for a minimum of 3 months or such other shorter or longer time period as the nature of the sample permits and then disposed of under due intimation to ICMR-NCDIR at the risk and cost of the Agency.
- i) In the event the Agency is required to perform other services, including inspection, sampling and testing, such services shall be performed at no extra cost.

28. **OBLIGATIONS OF ICMR-NCDIR**

- a) to ensure that sufficient information and instructions are given to the Agency to facilitate due performance/rendering the required services at the ICMR Complex, where the services are intended to be performed.
- b) to procure all necessary access for the Agency's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services

29. **TERMINATION OF CONTRACT**

- a) The contract for providing pest control services with the Agency may be terminated at any time by giving a notice of one month by either side of such termination without assigning any reasons and the Agency shall not claim any payment or damages on account of such termination.
- b) The ICMR-NCDIR is entitled to terminate the contract without giving any notice, whatever, in the event of the Agency's failure to provide the services as per the terms and conditions of this contract and the Agency agrees not to claim any payment or damages from the ICMR-NCDIR due to such termination of the contract.

30. **LIABILITY**

a) Limitation of Liability:

1. The Agency does warranty that the ICMR Complex where the pest/virus/rodent control treatment is to be provided will be relatively free from live insects, termites, viruses and rodents or infestation after the provision of the Services.
2. The Agency shall be liable for any delayed, partial or total non-performance of the Services except in the event of force major.

- b) Indemnification: The Agency shall guarantee, hold harmless and indemnify the ICMR-NCDIR against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever

nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance, of any services at ICMR Complex.

31. **ARBITRATION**

- a) All disputes and differences of any kind between the Contractor and ICMR-NCDIR except quality of workmanship and materials whatever arising out of or in connection with the order on the carrying out the work (whether during the progress of the work or after their completion and whether before or after the determination, abandonment or breach of the terms and conditions of the order) shall be referred to the sole arbitration of a person nominated by the Director, National Centre for Disease Informatics & Research, whose decision in this regard will be final and binding on both the Contractor and ICMR-NCDIR.
- b) The provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and of the rules made there under for the time being in force shall apply to arbitration's proceedings.
- c) In the event of the Arbitrator appointed by Director, ICMR-NCDIR dying, neglecting or refusing to act or resigning or being incapable or unable to act for any reason, whatsoever, it shall be lawful for the Director, ICMR-NCDIR to appoint another Arbitrator in place of each outgoing Arbitrator in the manner aforesaid.
- d) The cost of Arbitration so agreed to by and between the parties, shall equally be borne by both the parties hereto.

32. **JURISDICTION:** This contract is governed by the laws of Republic of India and shall be subject to be exclusive Jurisdiction of the Courts in Bengaluru.

FORMAT FOR ARTICLES OF AGREEMENT
INSTRUCTIONS (Not to be typed in Agreement)

ARTICLES OF AGREEMENT made at Bengaluru this day of,
..... (date) (month & year)

between National Centre for Disease Informatics & Research, Nirmal Bhawan - ICMR Complex, Poojanahalli, KIAL Road, Kannamangala Post, Bengaluru – 562 110, an Institute under Indian Council of Medical Research, Ministry of Health & Family Welfare, Government of India hereinafter referred to as the Centre which expression shall include its successors and assigns on the one part and.....

.....
(Name of agency’s firm with full address)

hereinafter referred to as the Agency, which expression shall include his/their respective heirs, executors and administrators and assigns on the other part.

WHEREAS ICMR-NCDIR is desirous of getting the work of Annual Pest/Rodent Control Services Contract at ICMR-NCDIR, Bengaluru for a period of one year, which is renewable for a further period of two years on year to year basis, if performance is found satisfactory and has caused Notice Inviting Tender

(Name of agency’s firm with full address)

AND WHEREAS the said Notice Inviting Tender has been signed by or on behalf of the parties hereto. AND whereas the successful tenderer has deposited through Bank Guarantee for a sum of Rs. (Rupees only), (the amount being 10 % of the estimated value of the tender rounded off to the nearest hundred), with ICMR-NCDIR as initial Security for the due performance of this agreement as provided in the said conditions.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. In consideration of the payments to be made to him as hereinafter provided the successful tenderer shall upon and subject to the conditions herein contained shall carry out and execute the maintenance work for a period one year from the date of commencement of work and as per the scope of work and detailed specifications and as may be furnished to the Agency from time to time and as described in the said specifications and the said priced schedule of quantities.
2. ICMR-NCDIR shall pay to the successful tenderer such sum as shall become payable hereunder at the time and in the manner specified in the said conditions.
3. Time is the essence of this agreement and the successful tenderer shall execute the work, throughout the stipulated period of this contract, strictly according to the direction of ICMR-NCDIR authorities.
4. This agreement comprises the work above and all subsidiary works connected therewith, even though such works may not be shown in the NIT, or described in the said specifications or the priced schedule of quantities.

5. ICMR-NCDIR reserves to itself the right of adding to or omitting any item of work or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall not vitiate this agreement.

6. All disputes and differences of any kind whatever except as excluded under contract arising out of or in connection with the contract of carrying out of work (whether during the progress of the work or after their completion and whether before or after the determinations, abandonment or breach of the contract) shall be referred to arbitration as per clause 31 of the general terms and conditions of contract. In case of any legal dispute, other than the arbitration, the court of jurisdiction shall be at the place written in the first line of this agreement. The provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and of the rules made there under for the time being in force shall apply to arbitration proceedings under this clause.

In witness whereof the parties have set their respective hands the day and the year and the place hereinabove written.

Signed by for and on behalf of ICMR-NCDIR, Bengaluru.

In presence of

1)

(2)

Signed by the said agency

In presence of

(1)

(2)

NO RELATION CERTIFICATE

THIS IS TO CERTIFY that I/We have no relative as an Employee of Indian Council of Medical Research (ICMR) and/or any of the Institutes under ICMR (close relative means Father, Mother, Brother, sister, Son, Daughter and spouse) nor any such close relatives associated with us as Proprietor/Partner/Share holder/Director and like.

Signature of the Tenderer
Address with Office Seal and Date

NATIONAL CENTRE FOR DISEASE INFORMATICS & RESEARCH
(Indian Council of Medical Research)
ICMR Complex-Nirmal Bhavan
Poojanahalli Road, Kannamangala Post
Bengaluru-562110

Undertaking

We do hereby accept the general terms and conditions as provided by the ICMR-NCDIR for annual pest/virus/rodent/termite control services in ICMR Complex, Nirmal Bhavan, Bengaluru-562110 and also undertake to execute the work strictly as per terms and conditions of the tender read with the scope of work and the Commercial Bid. We understand the pest/virus/rodent/termite control services will be provided as per actual requirement and site conditions, as provided along with the tender document in the event of placement of any order on us. ICMR-NCDIR shall be at liberty to cancel the order in full or in part and also forfeit the Earnest money deposit or Security deposit in the event of failure of any of the above declaration made by us. We have not stipulated any additional conditions in Part II Commercial Bid of our tender.

Signature of the Tenderer / Authorized Attorney

Declaration regarding blacklisting

We hereby declare that we have never been black listed by any of our clients from undertaking development and maintenance of gardens, lawns etc.

Signature of the Tenderer / Authorized Attorney



Agency / Agency Details Form

| Sl. No | Information Sought | Yes/No | Page No |
|--------|--|--------|---------|
| 1. | Name of the Firm/Company | | |
| 2. | Date of Establishment/Incorporation | | |
| 3. | Valid licence/registration details for undertaking contracts for providing pest/rodent/termite control services | | |
| 4. | Any other Licence/registration certificates issued by the competent authority for the said services | | |
| 5. | Correspondence Address. Telephone No. Email ID. Mobile No. | | |
| 6. | Address of Head Office (If separate) and Telephone Number. | | |
| 7. | Address of Bengaluru office, if different from above (Sl. No.6) | | |
| 8. | Status Proprietary/Partnership/Private Limited Company/ Public Limited Company | | |
| 9. | EPF Registration details | | |
| 10. | ESI Registration details | | |
| 11. | Details of valid MSME/ NSIC registration certificates, if applicable | | |
| 12. | Name of the Proprietor/Partners, Address, Mobile No. | | |
| 13. | Banker of Agency with full address (Attach Bankers certificate of account maintenance for the last two years). Telephone number of Banker | | |
| 14. | PAN No. of the Firm (Please enclose self-attested photocopy) | | |
| 15. | GST Registration No. (Please enclose self-attested photocopy of certificate) | | |
| 16. | Certificate of satisfactory performance from the Government/Banks/PSUs or other organizations to whom the pest/rodent/termite control services were provided by the agency during the past 5 years | | |
| 17. | Income Tax Return (I.T.R) copies of last 3years, Balance Sheet & Revenue Account for last 3years (Please enclose self-attested photocopy of certificate) paid during 2016-17, 2017-18, 2018-19. | | |
| 18. | Turnover for the last three financial years 2016-17,2017-18,2018-19 | | |
| 19. | Certificate — Not blacklisted etc. | | |
| 20. | Details of the Draft of EMD (Name of the Bank, D.D. No, Date, Amount, if applicable | | |
| 21. | Details of Demand Draft or Banker’s cheque for tender fees ((Name of the Bank, D.D. No, Date, Amount, if applicable | | |
| 22. | Details of works executed during the past 4 years including list of prominent clients. (see clause 2 - Eligibility criteria of Instructions for filling up the tender) | | |

NB: Please enclose self-attested copies of relevant documents as proof.

Signature of the authorized person
 Name:
 Seal

Annexure-1

WORK PLAN (To be submitted on the letterhead of agency)

The nomenclature and other details of eco-friendly chemicals and pesticides which will be used for the Integrated Pest Control Service by the tenderer shall be indicated in the table below :

| Core Pest | Treatment | Nomenclature of Chemicals/Pesticides | Concentration rate (For example 1 : 2, 1 : 3 etc.) | Remarks, if any |
|---|--|---|---|------------------------|
| 1. Mosquito & Cockroach and other pests | Spray/Poison Treatment & monitoring | | | |
| 2. Termites | Spray & other prescribed methods | | | |
| 3. Virus and bacteria | Cold fumigation Sanitizing/ disinfecting Treatment | | | |
| 4. Rodents | Baiting, gum pads & monitoring | | | |

Certified that the chemicals, fungicides, fumigants, pesticides insecticides etc., as detailed above, are in conformity with the norms of Pollution Control Board/other Government bodies and all other norms, in general and specifically as shown in clause 26 of the general terms and conditions (GTC) of this tender.

Signed and Sealed

Date:



PART -II (COMMERCIAL BID)
(Separation Page)

**Commercial bid for providing annual virus/ rodent control and General Fumigation/
Sanitization services at Nirmal Bhawan, ICMR Complex, Poojanahalli Road,
Bengaluru**

**This part should be detached from the tender document and may be submitted separately as per
instructions given in the tender as Part-II Commercial Bid**

Part II - Commercial Bid

**ICMR-National Centre for Disease Informatics & Research
Nirmal Bhawan, ICMR Complex, Poojanahalli,
Bengaluru – 562 110**

| Core Pest | Treatment | Area to Cover | Frequency (no of cycles) | Rate per cycle of treatment (in rupees) |
|--|--|-------------------------------------|---|--|
| 1.Mosquito & Cockroach and other pests | Spray/Poison Treatment & monitoring | Internal & External | 3 cycles of treatment per month or more as required | Rs. |
| 2.Termites | Spray & other prescribed methods | Internal & External including trees | As & when needed | Rs. |
| 3.Virus and bacteria | Cold fumigation Sanitizing/ disinfecting Treatment | Internal and External | *2 cycles of treatment in a month or more as required | Rs. |
| 4.Rodents | Baiting, gum pads & monitoring | Internal & External | Regular | Rs. |
| 5. Snakes | Catching and safe disposal strictly as per govt.'s norms | Internal & External | As & when needed | Rs. |
| 6.Honeycombs | Safe removal and disposal | Trees & buildings | As & when needed | Rs. (lump sum per honeycomb) |

Add GST @

NB:

- i) **Lowest tender will be decided solely based on the basis of rates quoted for items from Sl. Nos. 1 to 4.**
- ii) The agencies must **necessarily** inspect the campus and the building at Nirmal Bhawan, ICMR Complex and understand the actual site conditions and the requirements and then submit their tender in this format.
- iii) If the rates are different for internal and external treatments, the agencies are required to show the rates separately and no alternations or additions, whatever, will be admissible after the tender is opened.
- iv) *The number of cycles in respect of Virus and bacteria as at Sl No. 3 above will be reviewed from time to time by ICMR-NCDIR, which may be reduced or stopped at the discretion of ICMR-NCDIR

Date:

Seal and Signature of the Tenderer