Tender No. 01/2020-21/NIB/Engg. (C)

TENDER FOR

ANNUAL CONTRACT FOR GENERAL PEST CONTROL, RODENT CONTROL & ANTITERMITE TREATMENT IN NIB CAMPUS NOIDA.

SCHEDULE FOR INVITATION OF BIDS

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sale Period/Period for downloading Tenders</td>
<td>19.05.2020 to 08.06.2020</td>
</tr>
<tr>
<td>2</td>
<td>Last Date of submission of Tenders</td>
<td>3:00 PM on 09.06.2020</td>
</tr>
<tr>
<td>3</td>
<td>Pre Bid meeting</td>
<td>3:00 PM on 02.06.2020</td>
</tr>
<tr>
<td>4</td>
<td>Date of Opening of Technical Bids</td>
<td>4:00 PM on 09.06.2020</td>
</tr>
<tr>
<td>5</td>
<td>Date of Opening of Price- Bids</td>
<td>Technically qualified bidders will be informed later to be present at the time of opening of Financial Bids.</td>
</tr>
<tr>
<td>6</td>
<td>Tender Cost</td>
<td>Rs. 590/- (Rs. Five hundred ninety including 18% GST) if purchased from NIB. No fee if downloaded by the bidder at their end.</td>
</tr>
</tbody>
</table>

Name of Bidder
Complete Address of Bidder
Phone Nos.
E mail Id
Contact Persons & their Mob. Nos.

May – 2020

NATIONAL INSTITUTE OF BIOLOGICALS
(Ministry of Health & Family Welfare)
A-32, SECTOR- 62 (INSTITUTIONAL AREA),
NOIDA – 201 307 (U. P.)
Tel: 0120-2400022, 2400072, Fax: 0120-2400074, 2403014
e-mail: info@nib.gov.in Website: www.nib.gov.in

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TENDER FOR ANNUAL CONTRACT FOR “GENERAL PEST CONTROL, RODENT CONTROL & ANTI-TERMITE TREATMENT IN NIB CAMPUS NOIDA.

1. Introduction

NATIONAL INSTITUTE OF BIOLOGICALS (NIB), is an autonomous Institute under the administrative control of Ministry of Health & Family Welfare, Govt. of India, established on 27th January, 1992 and is to be central Drugs Laboratory for quality control of indigenously produced and imported biological products. Presently, eight laboratories of the Institute are notified as Central Drugs Laboratory under provision of Drugs & Cosmetics Act and Rules. Institute plays a vital role in collaboration with CDSCO to strengthen the regulation of biological in India by averting the Not of Standard Quality Biologicals reaching the consumer, thereby promoting and protecting public health. The Institute has been set up over a plot area of Approx. 18 Acre, having 19 buildings, large green area and other support facilities spread over the entire campus.

NIB invites sealed Tenders from experienced Service Provider Firms/ Agencies/ Contractors under two bid system, on the attached tender format for “Annual Contract for General Pest Control, Rodent Control & Antitermite Treatment in NIB Campus Noida”.

Complete tender document containing Terms & Conditions, Technical Bid, Scope of work, Specifications, Price Bid Proforma etc. can be purchased from the Finance Section of this Institute between 10:00 AM to 5:00 PM on all working days by submitting a written request by the agency on the letter head of the firm and on payment of tender fee of Rs. 560/- (five hundred sixty) only through crossed demand draft/pay order (non-refundable) in favour of “National Institute of Biologicals”, payable at Noida. However before purchasing the tender document, bidders are advised to go through the tender document particularly eligibility criteria, scope of work etc. in their own interest.

Alternately bidders can downloaded the tender document free of cost from NIB website www.nib.gov.in or Central Public Procurement Portal.

The Services of the agency will be required continuously on daily basis throughout the year for the given scope of work. The bidders are necessarily required to visit NIB campus, to see the site i.e. buildings & campus, so as to assess the quantum of work involved, manpower requirement for day to day operations, before submitting the tender. Once the tender is submitted, it will be presumed that the bidder has seen and understood the complete work involved.

2. Eligibility Criteria for Bidders:-

a) Experience of having successfully completed similar works in Government Sector, PSUs or large Private Sector companies during the last seven years ending last day of month previous to the one in which bids are invited (31st May -2020 ) should be either of the following:-
i) Three similar completed works each costing not less than Rs. 1.00 lakh.

or

ii) Two similar completed works each costing not less than Rs. 1.40 lakh

or

iii) One similar completed work costing not less than Rs. 1.90 lakh

d) Definition of Similar Work: means, successful completion of “Annual Contract for Pest & Rodent Control and Antitermite Treatment” in any Government/ Semi Government/ PSU’s or large private organization etc. for minimum 01 (one) year. If the bidder have experience only in job work/s and not for continuous services i.e. minimum for one year, such experience will not be treated as similar work experience.

c) The contractor should have valid license for carrying out Pest & Rodent Control works, registration with IPCA/PCAI/any Pan India Pest Control association and other statutes such as ESI, EPF, GST and Labour Department etc. pertaining to engagement of labour for such works. The bidder shall attach documents in support of all these requirements:

3. Financial Capability:

The average annual financial turnover during the last three financial years ending 31st March -2019, should be at least Rs. 20.00 lakh, for carrying out similar nature of works particularly annual contracts for, “Annual Contract for Pest & Rodent Control and Antitermite Treatment”.

4. Earnest Money Deposit (EMD):-

i) The bidders are required to deposit Demand Draft of Rs. 4,700/- (Four thousand seven hundred) in favour of the “National Institute of Biologicals, payable at Noida, as Earnest Money Deposit (EMD) along with original tender document for this work. EMD will be returned to unsuccessful bidders after award of the contract. No interest shall be payable by NIB on EMD. EMD will be returned on acceptance of work order and deposit of performance security by the successful bidder.

ii) EMD can also be deposited in NIB’s account by way of NEFT/RTGS and bidder shall furnish transaction ID details with Date & Time etc. in the EMD envelope. Bank details of NIB are as below:

For Payment of EMD through Bank transfer:

<table>
<thead>
<tr>
<th>NAME OF BANK</th>
<th>BANK OF BARODA, SEC-29, NOIDA (U.P)</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME OF ACCOUNT</td>
<td>NATIONAL INSTITUTE OF BIOLOGICALS</td>
</tr>
<tr>
<td>S.B. ACCOUNT</td>
<td>26290100001774</td>
</tr>
<tr>
<td>IFSC CODE</td>
<td>BARB0NOIDAX (5th digit is zero)</td>
</tr>
</tbody>
</table>

Agencies registered as MSME in relevant trade i.e. for Pest Control Services, are exempted from payment of Tender Fee and EMD. However copy of relevant trade registration certificate shall be furnished in EMD envelope with the tender.

5. Tender Document Fee:

Complete tender document containing Terms & Conditions, Technical Bid, Scope of work, Specifications, Price Bid Proforma etc. can be purchased from the Finance Section of this Institute on all working days by submitting a written request by the agency on the letter head of the firm and on payment of tender fee mentioned in the advertisement, only through crossed demand draft/pay order...
(non-refundable) in favour of "National Institute of Biologicals", payable at Noida. However before purchasing the tender document, bidders are advised to go through the tender document particularly eligibility criteria, scope of work etc. in their own interest.

Alternately bidders can downloaded the tender document free of cost from NIB website www.nib.gov.in or Central Public Procurement Portal.

6. Procedure for submission of tender:

The tenders are invited under two bid system i.e. Technical Bid and Price Bid

6.1. Technical Bid (Envelop No -1) shall contain:

i) EMD in a separate envelope duly marked on top as “EMD”, Demand Draft for Earnest Money Deposit or NEFT receipt/acknowledgement in EMD envelope. If EMD is not found with the Bid the bid will be taken as non-responsive and shall be rejected.

ii) The tender document in original along with duly filled FORM-I, including a copy of unfilled PRICE-BID (FORM-II) each page duly signed and stamped as a token of acceptance of complete document.

iii) Self attested copies of experience certificates or work completion certificates issued by the client in support of experience of similar works as per eligibility criteria particularly for Annual Contracts for Pest & Rodent Control Services in Government/ Semi Government/ PSU’s or large private organization etc.

iv) The attested copies of the balance sheet/ audited statement of accounts/ CA certificate showing Turnover, Profit & Loss or any other relevant document in support of minimum average financial turnover as per eligibility criteria during the last three financial years for Annual Contracts for Pest & Rodent Control Services.

v) Copies of IPCA/PCA/ any other pan India Pest Control Association membership, PAN card, ESI, PF, Goods & Services Tax Registration, Labour licence registration etc.

vi) Envelope 1, shall be superscribed as “Technical Bid” for Annual Contract for General Pest Control, Rodent Control & Anttermite Treatment in NIB Campus Noida along with Due date for opening-------.

6.2 Price Bid (Envelop No. 2) shall contain:

The Price Bid only on the FORM-II given in the tender document after filling the Prices against each item, duly sealed and shall be superscribed as " Price Bid". Please note that conditional Price Bid will not be accepted.

The Envelop No. 1 & 2 shall be sealed separately and placed in a third Envelope which also shall be sealed and duly super-scribed the name of the tender and Due date for opening -------.

Complete bid in all respects must be addressed to the Director, National Institute of Biologicals, A-32, Sector – 62, Noida, and should be dropped in the tender box, kept at Reception Lobby of Administrative. Block of NIB. The bid should reach before the scheduled date & time of submission as mentioned in the advertisement/ tender document. Late bids either by hand or by post will not be accepted.
7. **Pre-Bid Meeting and Clarification of Bids:**

7.1 A Pre-Bid meeting will be organized by NIB, as indicated in the tender document. Bidders may ask clarification(s), if any, from NIB about the tender in the said meeting. The clarification shall be asked in writing. If required, NIB may issue Corrigendum to clarify the queries of the bidders.

8. **Bid Opening:**

(i) Bids shall be opened in the office of this Institute at Noida, by the Tender Opening Committee on the scheduled date and time in presence of bidder(s) who shall remain present during opening of the bids.

(ii) The technical bid (Envelope No. 1) shall be opened first. If EMD is found with the bid then only technical bid will be opened/considered. The Price Bid (Envelop No 2) of only those bidders whose technical bid is evaluated to be responsive and eligible as per the eligibility criteria given in the tender Clause -2, above will be opened later and they shall be intimated separately about the date & time of opening.

(iii) Total number of Bids received will be announced to the bidders at the time of opening.

9. **Bid Validity:**

The bids shall be valid for 90 days from the date of opening of the Technical Bids.

10. **Evaluation of Tenders:**

a. Technical Bids will be evaluated by NIB as per the Eligibility Criteria given in the tender Clause-2.

b. The bids not accompanied with requisite EMD, experience certificate, balance sheet, Turn- over, Profit & Loss A/c, registration certificate etc. as per the tender conditions shall be treated as non-responsive and ineligible.

c. During evaluation of bids, NIB at its sole discretion may ask clarification from the bidder(s), if any, in their bid and the bidder is required to respond within the stipulated time period, failing which NIB will take suitable decision in this regard.

d. NIB may also ask the lowest responsive bidder to arrange a visit of their ongoing work/s site in National Capital Region, as a part of evaluation process before award of work or verify the work experience from the previous clients. The agency shall provide necessary assistance in this regard.

e. After evaluation of the Technical and Financial Bids etc. approval of the competent authority will be sought for award of work to the lowest responsive (L-1) bidder.

11. **Right to accept any tender and to reject any or all tender:**

NIB, reserves the right to accept or reject any tender, and or to annul the bidding process and or reject all tenders at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for NIB's action.
12. A- Award of Contract:

(i) NIB will notify the successful bidder that his tender has been accepted and a Letter of Award will be issued describing the works to be carried out and to submit Performance Guarantee as per tender conditions. The same shall be returned duly acknowledged affirmatively by the bidder as a token of acceptance.

(ii) Period of Contract - Initially the contract will be awarded for one year. However, the contract can be extended on the existing terms & conditions and accepted rates from year to year for another two years purely on the basis of satisfactory performance as assessed by NIB.

12. B Foreclosure of contract due to abandonment or reduction in scope of work - If at any time after acceptance of the tender, National Institute of Biologicals, decides to abandon or reduce the scope of the work for any reason, whatsoever, and does not require the whole or any part of the work to be carried out, the Institute shall give one month's notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise, whatsoever, on account of any profit or advantage which he might have derived from the execution of the work in full but for the foreclosure of the work.

(iv) Subletting- The contractor shall not assign or sublet the work.


If in the opinion of contract awarding authority the contractor fails to perform the works as per the contract, violates contract terms & conditions despite giving written instructions, so cause notice etc. The authority may penalize the contractor and even terminate the contract as a whole.

In case of termination of contract except under conditions of Force Majeure and termination after expiry of contract, the contractor shall be put under holiday [i.e. neither any enquiry will be issued to the party by NIB against any type of tender nor their offer will be considered by NIB against any ongoing tender (s) where contract between NIB and that particular contractor (as a bidder) has not been finalized] for three years from the date of termination by NIB.

13. Performance Guarantee:

13.1 Within 21 days of receipt of work order from NIB, the successful firm shall furnish the Performance Guarantee equivalent to 10% of the contract value in the form of Bank Guarantee (from any Nationalized/Scheduled Bank) valid for 60 days beyond expiry of the contract period, in the format as per APPENDIX- A or in the form of Demand Draft/Pay Order in favour of “National Institute of Biologicals” payable at “Noida/Delhi”.

13.2 Failure of the contractor to comply with the requirement of the contract shall constitute sufficient grounds for the annulment of the award of work and forfeiture of the EMD. Further if contractor fails to fulfill the contractual obligations during the period of the contract in such event NIB may get the work done at risk and cost of the contractor and Performance Guarantee of the contractor will be forfeited by NIB.
14. Signing of Contract:

Upon receipt of performance guarantee, a contract agreement will be entered in to by both the parties. The Contract Agreement Form is enclosed at APPENDIX-B. The contractor will present a signed copy of the same to NIB, on nonjudicial stamp paper of appropriate value.

15. Payment:

15.1 No advance payment will be made by NIB. Contractor will submit monthly Pre-Receipted Bills (affixing the Revenue Stamp) duly supported with necessary Check List/Log Sheets, material bills/ vouchers/challans etc. along with the proof of payment of wages/levies and deposits of challian of ESI, PF, Service Tax (if applicable), etc. NIB will make payment to the contractor within 15 days after receipt of the bills after deduction of applicable taxes/TDS etc. It may be noted that payment to the contractor will be released after disbursement of wages of the deployed manpower of respective work.

15.2. If the check list/ log sheets does not shows proper compliance of works to be done by the contractor as per schedule; NIB will make suitable/ proportionate deduction from the contractor's bills. If the contractor fails to properly control pest & rodent as per contract, in such event, NIB may deduct the actual cost chargeable on this work plus 10% extra for departmental service charges from any amount payable to the contractor.

15.3 In case of deficiency in services as given in the contract, Institute will make suitable/ proportionate deduction from the bills on the basis of the rates quoted by the contractor.

15.4 The contractor shall be responsible for proper maintenance of decorum, punctuality, discipline and work out put. The personnel so deployed by him should be in a proper, neat & clean well-dressed uniform. Providing of uniform etc to the deployed staff shall be the responsibility of the contractor. If the staff are not present in uniform, a penalty @ Rs 100 per day/per person will be levied and deducted from the bill.

15.5 Levy/Taxes payable by contractor – GST or any other tax on materials in respect of this contract shall be payable by the contractor and NIB shall not entertain any claim whatsoever in this respect.

All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the Constitution (46th Amendment Act, 1982), if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies, the said amount so paid by the contractor shall be reimbursed by NIB. .

16. Applicable Law:

16.1 The contract shall be interpreted in accordance with the Laws of the Union of India. Contractor shall be solely responsible for compliance of all labour laws, payment of fair wages/ salaries and allowances to his personnel that might become applicable under any new act, law or order of the State Government / Central Government. NIB shall have no liability whatsoever in any manner.

16.2 Minimum wages act to be complied with - The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, and rules
framed hereunder and other labour laws affecting contract labour that may be brought into force from time to time.

17. Resolution of Dispute:

17.1 All disputes arising out of this contract shall be referred to the sole arbitration of a person selected by the contractor out of the panel of three persons nominated by the Director NIB, and his decision/award shall be final and binding on both parties. The Arbitration shall be governed under the Indian Arbitration Act 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this contract.

18. Force Majeure:

18.1 Notwithstanding the provisions stated above, the service provider shall not be liable for forfeiture of its performance security, penalty or termination for default, if and to the extent that, it’s delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.

18.2 For purpose of this clause "Force Majeure" means an event beyond the control of the service provider and not involving the contractor/service provider’s fault or negligence and not foreseeable. Such events may include, but are not limited to acts or the service provider either in its sovereign or contractual capacity, war or revolutions fires, floods, epidemics, quarantine restrictions and freight embargoes.

18.3 If a force Majeure situation arises, the contractor/service provider shall promptly notify the NIB in writing of such conditions and the cause thereof. Unless otherwise directed by the employer in writing, the service provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
**FORM-I**

**TECHNICAL BID**

Please tick the following and furnish necessary document in support of your eligibility for this tender.

<table>
<thead>
<tr>
<th>Srl. No.</th>
<th>PQ Criteria</th>
<th>Compliance</th>
<th>Remark if any</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Whether the Ernest Money of requisite amount in the form of Bankers Cheque/Demand draft is enclosed.</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Whether the agency have experience of carrying out similar work i.e. Annual Contract for General Pest &amp; Rodent Control Services etc. for any Government Sector or large reputed Private Sector Enterprises for at least one year during the last seven years ending 31 May 2020. Necessary relevant document to this effect are enclosed.</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Whether the agency have successfully completed similar works in the last three financial years of single order value of Rs. 1.90 lakh. Or two works of value Rs. 1.40 lakh each or three works of value Rs. 1.00 lakh each, copy of relevant experience certificate attached.</td>
<td>Yes/No</td>
<td></td>
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<tr>
<td>4</td>
<td>Whether the agency had average annual turn over of Rs. 20 lakh or more during the last three financial years for carrying out similar nature of work particularly Annual Contracts for General Pest &amp; Rodent Control Services.</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Whether the agency is registered with statues such as ESI, EPF and Service tax etc. pertaining to engagement of labour for such works.</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Whether the agency is registered with IPCA/PCAI or any other pan India Pest Control Association</td>
<td>Yes/No</td>
<td></td>
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<tr>
<td>7</td>
<td>Whether the agency has submitted complete tender document duly signed &amp; stamped each page</td>
<td>Yes/No</td>
<td></td>
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<tr>
<td>8</td>
<td>Whether the agency has completed/ submitted other required information/ documents, as mentioned in the Tender Document.</td>
<td>Yes/ No</td>
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<tr>
<td>9</td>
<td>Whether the agency has Office/ branch Office in Noida. If no how the agency will provide services during any kind of movement restrictions imposed by Govt.? Please mention in the remark column</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Whether the agency have valid license for commercial Pest Control operations issued by the Govt. also mention date of expiry in column No. 2. If expired status of renewal</td>
<td>Yes/No</td>
<td>Date of Expiry---</td>
</tr>
</tbody>
</table>
Details of Company's past experience of Annual Contracts in the relevant field

<table>
<thead>
<tr>
<th>Srl. No</th>
<th>Period (Year)</th>
<th>Name of the client with the address and contact number</th>
<th>Contract Value (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>4.</td>
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<tr>
<td>5.</td>
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</tbody>
</table>

Details of any three running contracts

<table>
<thead>
<tr>
<th>Srl. No</th>
<th>Period</th>
<th>Name of the client with the address and contact number</th>
<th>Contract value (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td></td>
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<td>2.</td>
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<td>3.</td>
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</table>

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Registration Number</th>
<th>Date of Issue/Registration</th>
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</thead>
<tbody>
<tr>
<td>PAN</td>
<td></td>
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</tr>
<tr>
<td>GST No.</td>
<td></td>
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<tr>
<td>ESI</td>
<td></td>
<td></td>
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<tr>
<td>PF</td>
<td></td>
<td></td>
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<tr>
<td>Labour Deptt.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IPCA/PCA/ Pan India association of Pest control organizations</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature and seal of Bidder.

Date: __________________
AFFIDAVIT
(On Rs 100/- non judicial stamp paper duly notarized)

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

2. The undersigned also hereby certifies the our firm M/s __________________________ have neither abandoned any contract awarded to us nor such works have been rescinded, during the last five years prior to the date of this application.

3. The undersigned also hereby confirm that M/s __________________________ have not been blacklisted/ debarred/ penalized by any government agency or public sector undertaking or judicial authority/arbitration body.

4. The undersigned hereby authorize (s) and request (s) any bank, person, form or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.

5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the NIB.

Signed by an Authorized Officer of the Firm
UNDERTAKING

'I/ We have not altered/ modified the BOQ attached in the NIB tender portal. If it is found during the tender stage or later that the BOQ is modified by us, the NIB shall have the right to reject our bid'.

Name & Signature of Authorized signatory of bidder

Date:

Note: The Undertaking should be in the company’s Letter Head.
APPENDIX - A

FORM OF AGREEMENT
(On appropriate value Stamp Paper)

AGREEMENT

This agreement made the ........ day of ------two thousand twenty between the National Institute of Biologicals, Plot No. A-32, Sector-62, NOIDA, (hereinafter called “NIB”) of the one part, which expression shall include his successors and assigns and M/s ............................................................ (hereinafter called “The contractor”) which expression shall include his heirs, executors, administrators and assigns of the other part.

Whereas NIB is desirous that certain works should be executed by the Contractor, viz
..............................................................................................................................................................................................for National Institute of Biologicals at NOIDA – 201 309 (U. P) (“the works”) and has accepted a Bid of the Contractor for the execution and completion of the works and the remedying of any defects therein.

Now this Agreement witnesses as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract herein after referred to.

2. The following documents shall be deemed to from and be read and construed as part of this Agreement, viz:

a- Tender No. ......................................................... dated: .................

b- Letter No. ......................................................... to M/s ..........................

c- NIB Work Order letter No. ................................... dated: ..................

3. In consideration of the payment to be made by the NIB to the contractor as hereinafter mentioned, the Contractor hereby covenants with NIB to execute and complete the works and remedy any defects therein in conformity in all respect with the provisions of this agreement.

4. The National Institute of Biologicals hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or such other sum as may become payable at the times and in the manner prescribed by this agreement.

In Witness whereof the parties hereto have this Agreement to be executed the day and year first before written.
Signed, Sealed and Delivered by the Said ______________________

Binding signature for and on behalf of
National Institute of Biologicals,
A-32, Sector -62, NOIDA.

______________________________

Binding Signature of Contractor ________________________________

In the presence of

Witness (1): ........................................

Witness (2): ........................................
**BRIEF AREAS OF PEST CONTROL OPERATIONS**

Areas of continuous operation round the year, for Pest Control, Rodent Control & Antitermite Treatment works are as follows:

<table>
<thead>
<tr>
<th>Srl. No.</th>
<th>Name of the building and surrounding area to protect from pests, rats/rodents, snakes, white / red / black ants/wood borers, anti-fungal, mosquito / flies control, general disinfection, bed bugs and other possible insects including wasp, honey bees etc. in any of the area or building.</th>
<th>Remarks</th>
</tr>
</thead>
</table>
(Approx area 3,000 Sq mtr.) | attach schedule of the treatment for protection indicating the name of the material to control following in each of the building and 3 meters surrounding area of such buildings:  
1. Rats and rodents.  
2. Snakes  
3. White/red/black ants/wood borers  
4. Anti fungal  
5. Anti termite  
6. Mosquito/flies control  
7. General disinfection  
8. Bed bugs  
9. Honey bees  
10. Any other related treatment as and when required as per need to maintain the standards in laboratories/ hospitals and Campus. |
| 2.       | Hostel.  
(Approx area 2,200 Sq mtr.) | |
| 3.       | Laboratory & Animal House.  
(Approx area 14,500 Sq mtr.) | |
(Approx area 500 Sq mtr.) | |
| 5.       | Administrative Building.  
(Approx area 7,000 Sq mtr.) | |
| 6.       | Cafeteria.  
(Approx area 1,850 Sq mtr.) | |
| 7.       | Library Building.  
(Approx area 1,000 Sq mtr.) | |
(Approx area 2,000 Sq mtr.) | Fogging Machine should be readily available as and when required by NIB |
| 9.       | Fogging for mosquitos in open areas of the campus as per requirement of NIB | |
SPECIFICATIONS

1) The agency shall undertake suitable curative and preventive measures, by means of suitable chemicals and mechanical operations to keep free the premises (both inside and outside) of various buildings and facilities of National Institute of Biologicals (NIB) A-32, Sector-62, Noida -201 307, from all kinds of pests, including household pests particularly Rodents, cockroaches, mosquitoes, insects, bats, bugs, wasp, bees etc.,

2) The agency shall establish permanent bait stations and lay traps for rodent control measure, in the premises of the respective building of NIB. The bait stations and traps may be withdrawn by the agency on termination/successful completion of the contract. Daily records of Bait Stations installed for Animal House shall be maintained by the agency and submitted to NIB on monthly basis.

3) Pest Control operations shall be carried out for effective control on Cockroaches, Mosquitoes, Flies, Lizards, Termite, Bugs, Wasp, Bees etc. in Office premises, Laboratories, Animal House, Guest House, Hostel, Cafeteria/and other buildings at NIB. The operations shall cover all the places like space under the tables, Chairs, Almirahs, on and around Office Files, Documents, Wooden Furniture, False Ceiling, Stairs, Lifts, Lobbies, Toilets, Drains, ducts, pantry, stores, etc.

4) Rodent Control Operations shall be carried out for effective control on Rats, Bats, Snakes, in the various buildings and vacant places in NIB. The buildings are surrounded by plants and greenery and open area, therefore objective of the service contract is to control and keep the premises free from Rats, Bats, Snakes and other Rodents etc. by:
   a) Catching Rats in Traps and Bait Stations and their disposal outside NIB
   b) Placing Glue Traps at strategic locations
   c) Placing Ultrasonic sound devices
   d) Placing herbal/chemical cakes, tables etc. to keep rodents away from the buildings
   e) Combination of above treatments or use of approved new/latest methods for rodent Control

   It would be endeavour of the agency that by using chemicals, rats/rodents should not die inside the building/above false ceiling. By chance if so happen it would be removed and the area will be sanitized by the agency.

5) Spraying of larvicide to control mosquito breeding at open drains, stagnated water etc.

6) Post Construction Termite Control:
   a) Post Construction Termite Control Treatment shall cover all the places like wooden wall paneling, wooden furniture, almirahs, doors, windows, wooden cabins, wooden flooring, files, documents and buildings

   b) Anti Termite Treatment would be done by drilling holes in the floors/walls, wooden items and then injecting chemicals in the holes and sealing the holes after treatment. Anti Termite Treatment around the buildings along the plinth will be done as and when required but at least once a year.

7) The above services shall be carried out as per the instructions and to the satisfaction of NIB office-in-Charge of the respective buildings/sections/plants. The chemicals etc., proposed to be used for the various operations shall be of approved quality and shall be brought to site in sealed containers with material data sheets and delivery challans.

8) The terms various buildings/ facilities/plants mentioned at S. No.1 above covers the entire building premises.
9. It will be the foremost responsibility of the agency or its employees/agents who may be deputed by them at the premises for Pest & Rodent Control Operations etc., to take full care, not to harm the health of the employees of NIB in any way or do not result in the loss of any human life either by direct or indirect administration of any insecticides/chemicals.

10. The agency will deploy experienced & trained operators/workers for day to day Pest Control Operations. If it is observed that the workers are inexperienced and untrained they will not allowed to work and suitable action may be taken against the agency.

11. The agency will be solely responsible for providing necessary Personal Protective Equipment (PPE) to his workers containing Safety Shoes, Safety Goggles, Face Mask, Hand Gloves etc. to be used during Pest Control Operations.

12. Any type of treatment done by the agency should be effective. If it is observed that the treatment is not effective agency has to repeat the same till it is effective.
PLAN FOR CARRYING OUT TREATMENT IN THE BUILDINGS, SURROUNDING AREAS AND OPEN AREAS

<table>
<thead>
<tr>
<th>Daily</th>
<th>Weekly</th>
<th>Yearly</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Rats</td>
<td>Bats, Snakes as well as when observed.</td>
<td>1. Anti-termite</td>
</tr>
<tr>
<td>2. White/red/black ants/wood borers</td>
<td>Anti fungal</td>
<td></td>
</tr>
<tr>
<td>3. Mosquitos</td>
<td>Honey bees, Wasp</td>
<td></td>
</tr>
<tr>
<td>4. House Flies</td>
<td>Larvicides</td>
<td></td>
</tr>
<tr>
<td>5. Cockroaches</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Bed bugs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Any other related treatment as and when</td>
<td></td>
<td></td>
</tr>
<tr>
<td>required as per need to maintain the</td>
<td></td>
<td></td>
</tr>
<tr>
<td>standards in Laboratories, Cafeteria, Guest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>House, Hostel and campus</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. PEST CONTROL PLAN:

The Pest Control Plan shall consist

- Arrangement of Materials and Equipment for Service: The agency shall provide current labels and Material Safety Data Sheets (MSDS) of all pesticides to be used, and brand names of pesticide, application equipment, rodent bait boxes, Mosquito Rackets and rodent trapping devices, and any other pest control devices or equipment that may be used to provide best service.

- Proposed Methods for Monitoring and Surveillance: The Contractor shall describe methods and procedure to be used for identifying sites of pest harborage and access, and for making objective assessments of pest population levels throughout the term of the contract.

- Service Schedule for each Building or Site: The contractor shall provide complete service schedules that include daily, weekly and monthly treatment.

- Structural or operational change: Description of any structural or operational change that would facilitate effective pest control.

- Commercial Pesticide Applicator Certificates or Licenses:
  i. The Contractor shall provide duly attested photocopies of State-issued Commercial Pesticide applicator Certificates. Every operator/applicator employee will be provided with the authority to operate upon the machine/equipment and ensure that the person engaged to operate upon the tools and equipment to spray the material should be competent and trained person who should have prescribed qualification/authority if any under the applicable law and rules thereof.
  ii. The agency shall be responsible for carrying out work according to the approved Pest Control Plan.
  iii. The safety of the workmen and material will be the responsibility of agency. He is expected to take such safety measures as are normally required to be taken for execution of this type of work.
2. REPORT GENERATION & KEEPING:

i. The agency or his representative shall daily report to the Officer nominated by the Director, to supervise the work under the contract and take instructions every day from him for the work.

ii) The agency will prepare a schedule on the works to be carried out in the areas of works allotted before commencement of actual works.

iii) The agency will prepare a list of protocol and daily checks for his works.

iv) The agency / his representative should approach the officer nominated by the Director, NIB if he needs any instructions, help or has any difficulties.

v) The agency/ his representative should be available on phone for any kind of emergency handling.

vi) On completion of operations Log Sheets shall be got signed in the respective area supervisor and submitted to NIB with the bill.
### INDICATIVE MATERIALS AND QUANTITIES

<table>
<thead>
<tr>
<th>Srl. No.</th>
<th>Type of Treatment</th>
<th>Name of the chemical or material</th>
<th>Approx. quantities for one year</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>General Pest Control-</td>
<td>Deltamethrin 2.5%SC, Alphacypermethrin 10% SC</td>
<td>85 Ltr.</td>
</tr>
<tr>
<td>02</td>
<td>Anti Termite Treatment,</td>
<td>Chlorophytopos 20% EC,</td>
<td>90 Ltr.</td>
</tr>
<tr>
<td>03</td>
<td>General Disinfestations Cockroaches, Red Ants, flies, bed bugs etc.</td>
<td>Deltamethrin 2.5%SC, Alphacypermethrin 10% SC</td>
<td>85 Ltr.</td>
</tr>
<tr>
<td>04</td>
<td>Rodent Control (Deratting)</td>
<td>Zinc Phosphide, Glue Board Bromadiolone 0.5%</td>
<td>5 Kg, 204 Nos, 132 Packets</td>
</tr>
<tr>
<td>05</td>
<td>Snake Control</td>
<td>Carbolic Acid</td>
<td>24 Ltr</td>
</tr>
<tr>
<td>06</td>
<td>Honey Comb Treatment</td>
<td>Dichlorvos 76% EC</td>
<td>6 Ltr</td>
</tr>
<tr>
<td>07</td>
<td>Mosquito control- Fumigation Fogging</td>
<td>Pyrethryum, DDVP, UVAN, Malthion, BHC, Deltamethrin 1.25 ULV</td>
<td>12 Ltr.</td>
</tr>
<tr>
<td>08</td>
<td>Anti-fungus treatmentand</td>
<td>Bifenthrin 10% EC, Baccilaoacid special or other antifungus agent.</td>
<td>5 Ltr.</td>
</tr>
</tbody>
</table>

1) All the chemicals used for different services shall be B.I.S. / W.H.O approved.
2) Chemicals should not be harmful to staff in office but should however be effective.
3) Care shall be taken to ensure that the treatment does not damage electronic instruments, fittings etc. in which case the entire responsibility shall lie with the contractor.
4) Treatment should be carried out during the office hours for certain departments and after office hours, and on holidays for departments such as Labs, Kitchen, Dining Halls etc. as may be directed by NIB from time to time.
PROFORMA FOR PERFORMANCE BANK GUARANTEE
(On stamp paper of appropriate value from any Nationalized Bank)

To,

M/s National Institute of Biologicals
Plot No. A – 32, Sector – 62,
NOIDA – 201 307.

Dear Sir,

In consideration of National Institute of Biologicals (hereinafter called as the Employer which expression shall include his successors and assigns having awarded to .............................................................. (here in after referred to as the said Contractor or Contractor’ when expression shall wherever the subject of context so permits include its successors and assigns) a contract No. ....................... In terms inter alia, of the NIB’s Letter No. ................. dated. ................. and the General Conditions of Contract and upon the condition of the contractor’s furnishing security for the performance of the contractor’s obligations and discharge of the contractor’s liability under in connection with the said contract up to a sum of Rs. ................... (Rupees............................................................... only) amounting to 10 % (Ten) percent of the total contract value.

1. We .......................................................... (here in after called “The Bank which expression shall include its successors and assigns) hereby jointly and severally undertake to guarantee the payment to The Employer in rupees forthwith on demand in writing and without protest of demur or any and all moneys anywise payable by the contractor to The Employer under in respect of or in connection with the side contract inclusive of all The Employer’s losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys anywise payable in respect of the above to this guarantee up to an aggregate limit of Rs. .................../- (Rupees............................................................... only).

2. We .......................................................... Bank further agree that The Employer shall be sole judge of and as to whether the said contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by The Employer on account there of and the decisions of The Employer that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by The Employer from time to time shall be final and binding on us.

3. The Employer shall be at liberty without reference to the bank and without affecting the full liability of the bank hereunder to take any other security in respect of the Contractor’s obligations and liabilities hereunder or to vary the contract or the work to be done thereunder vis-à-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement of all or any of the security and/ or any other security (ies) now or hereafter held by the Employer and no such dealing (s) reduction (s) increase (s) or other indulgence (s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the Bank of the fail liability to The Employer hereunder or prejudice the rights of The Employer against the bank.

4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respect and for all purposes be binding and operative until payment of all monies payable to The Employer in terms thereof.

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5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or dispute having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the bank to The Employer in terms hereof.

6. The amount stated in any notice of demand addressed by the Employer to the bank as liable to be paid to the Employer by the Contractor or as suffered or incurred by The Employer on account of any losses or damages of cost, costs, charges and / or expenses shall be conclusive evidence of the amount so liable to be paid to The Employer of suffered or incurred by The Employer as the case may be and shall be payable by the bank to The Employer in terms hereof.

7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the contractor arising up to and until midnight of...............................................

8. This guarantee shall be addition to any other guarantee or security whatsoever that The Employer may now or at any time anywise may have in relation to the contractor's obligations/ or liabilities under and/ or in connection with the said contract, and The Employer shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which The Employer may have or obtain and no forbearance on the part of The Employer in enforcing or requiring enforcement of any other security shall have the effect or releasing the Bank from its full liability hereunder.

9. It shall not be necessary for the Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the bank notwithstanding that any security which the Employer may have obtained or obtain from the contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealized.

10. We the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said contractor or the said Bank shall not discharge our liability hereunder.

11. We.............................................the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/ difference pending between the parties before the arbitrator and/ or that any dispute is being referred to arbitration.

12. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs... (Rupees.............................................) and this guarantee shall remain in force till ............................................. and unless a claim is made on us within 3 (Three) months from that date, that is before ............................................. all the claims under this guarantee shall be forfeited and we shall be relived of and discharged from our liabilities thereunder.

Dated ............day of ..........2020.

For and on behalf of Bank.

Issued
Under
Seal

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FORM-II
NATIONAL INSTITUTE OF BIOLOGICALS
(Ministry of Health & Family Welfare)
A-32, SECTOR- 62 (INSTITUTIONAL AREA),
NOIDA – 201 307 (U. P.)

PRICE-BID

Tender No. : 01/2010-21/NIB/Engg. (C)
Tender for “General Pest Control, Rodent Control & Anttermite Treatment in Guest House,
Hostel, Lab. & Animal House, Training Animal House, Administrative Building, Cafeteria and Library
Building etc.” in NIB Campus Noida.

<table>
<thead>
<tr>
<th>Srl. No.</th>
<th>Name of Buildings</th>
<th>Unit.</th>
<th>Quantity</th>
<th>Amount / month (Rs.) (figure &amp; Words)</th>
<th>Amount / year (Rs.) (figure &amp; Words)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1st YEAR RATES&lt;br&gt;Guest House (Approx area 3,000 Sq. mtr.) including material, labour etc. complete</td>
<td>Job work</td>
<td>Lump-sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Hostel (Approx area 2,200 Sq. mtr.) including material, labour etc. complete</td>
<td>Job work</td>
<td>Lump-sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Lab. &amp; Animal House. (Approx area 14,500 Sq. mtr.) including material, labour etc. complete</td>
<td>Job work</td>
<td>Lump-sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Training Animal including material, labour etc. complete House. (Approx area 500 Sq. mtr.)</td>
<td>Job work</td>
<td>Lump-sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Administrative Building. (Approx area 7,000 Sq. mtr.) including material, labour etc. complete</td>
<td>Job work</td>
<td>Lump-sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Cafeteria. (Approx area 1,850 Sq. mtr.) including material, labour etc. complete</td>
<td>Job work</td>
<td>Lump-sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Library Building. (Approx area 1,000 Sq. mtr.) including material, labour etc. complete</td>
<td>Job work</td>
<td>Lump-sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Gate House, Security Room, D. G. Room, Sub-stations -I, II &amp; III. (Approx area 2,000 Sq. mtr.) and 18 Acre NIB Campus as per given Scope of Work, including material, labour etc. complete</td>
<td>Job work</td>
<td>Lump-sum</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

A Total (Col. 1 to 8 ), Rate for 1st Year Rs.
B ---------------% increase and amount for 2nd Year Rs.
C Total (A+B) Rate for 2nd Year Rs.
D ---------------% increase and amount for 3rd Year Rs.
E Total (C+D) Rate for 3rd Year Rs.
F Grand Total (A+C+E) Amount for 3 Years Rs.

GST ---------------%
Important Note:
i. Total Amount for 3 years will be taken in to account for L-1, bid evaluation.

ii. Rates should be quoted for each building or against each item / row.

iii. As per GFR Rule 173(i) (h), "If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered'. Further "Nil" percent includes all derivatives of zero up to 0.9999 and thereof.

iv. The quoted rates shall be valid for 90 days from the date of opening of tender.

lv Above quantities are only indicative the agency should verify the same before quoting rates.

v. Taxes if not indicated above will be considered inclusive.

Date: ____________
Place: ____________

(Signature & Stamp of Bidder)