

Tender for Pest Control Services at

**Bankers Institute of Rural Development, NABARD, Krishna
Nagar Road, Bondel, Mangaluru-575008**



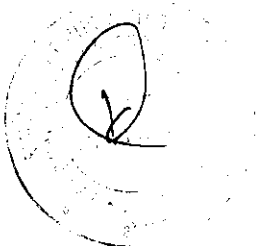
BANKERS INSTITUTE OF RURAL DEVELOPMENT

(An establishment of NABARD under academic collaboration with BIRD, Lucknow)

Krishna Nagar Road, Bondel, Mangaluru -575008

Ph: 0824-2888502, Email-id: bird.mangaluru@nabard.org

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|--|---|
| Date of issue of tender document | 19 March 2024 |
| Pre-Bid Meeting with tenderers | 25 March 2024 |
| Due date and time for submission of tender | 09 April 2024 at 05:00 PM |
| Date and time of opening technical bids | 10 April 2024 at 11:00 AM |
| Date of Financial Bid Opening | Subsequent to opening of the technical bids |



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NOTICE INVITING TENDER

Ref. No. BIRD (M)/ 898/ A-6 / DPSP / 2023-24

Dated: 19 March 2024

To,

M/s

Madam/Dear Sir,

Tender for Pest Control Services at Bankers Institute of Rural Development (BIRD), Mangaluru Campus

National Bank for Agriculture and Rural Development (NABARD) is a body corporate established under the National Bank for Agriculture and Rural Development Act, 1981 having its Head Office at Plot No. C-24, Block 'G', Bandra-Kurla Complex, Bandra (East), Mumbai - 400051 and Regional Offices (ROs) / Training Establishments (TEs) in different cities across the country.

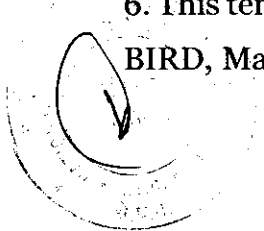
2. NABARD invites e-bids for providing Pest Control Services at its Training Establishment Bankers Institute of Rural Development (hereinafter referred to as "BIRD") situated at Krishna Nagar Road, Bondel, Mangaluru from reputed agencies.

3. The tenderer shall submit two separate e-bids for the work – Technical Bid and Financial Bid through **GeM portal**. Tender document can also be downloaded from CPPP, NABARD's website: www.nabard.org and from BIRD, Mangaluru website: www.birdmangaluru.in.

4. Last date for submission/receipt of tender(s) is **09th April 2024 till 05:00 PM**. Tenders received after stipulated date/ time shall not be entertained. Technical bid will be opened online on **10th April 2024 at 11:00 AM** by BIRD, Mangaluru in its office in the presence of tenderers or their authorized representatives who wish to be present. In case, any holiday on the day of opening, the tenders will be opened on the next working day at the same time.

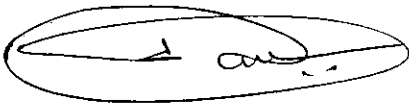
5. The Financial Bid of only those tenderers, who fulfil the technical bid requirements, will be opened. The Financial Bids will be opened at a later date after detailed evaluation of Technical Bids.

6. This tender is to identify the tenderer for providing quality Pest Control Services for BIRD, Mangaluru Campus. The shortlisted tenderer will not automatically get award



of final work and assigned work will be awarded to the tenderer complying with all the specifications and Terms & Conditions stipulated to the satisfaction of BIRD, Mangaluru. BIRD, Mangaluru reserves its right in this regard. Selected Tenderer shall have to execute an agreement with BIRD, Mangaluru as per the Terms & Conditions of BIRD, Mangaluru. Draft Agreement Enclosed.

Yours faithfully

A handwritten signature in black ink, enclosed within a hand-drawn oval border. The signature appears to be 'K Satheesan'.

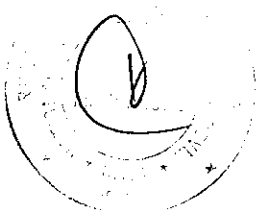
(K Satheesan)

Deputy General Manager

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SCHEDULE OF EVENTS

| | | |
|---|---|---|
| Bid Document Availability | Bidding document can be downloaded from website | |
| | Website | http://gem.gov.in/ www.nabard.org www.birdmangaluru.in |
| | From | 19 March 2024 |
| | To | 09 April 2024 |
| Earnest Money Deposit (EMD) | The tenderer shall deposit Earnest Money Deposit/Bid Security deposit for an amount of Rs.5,200/- (Rupees Five Thousand Two only) | |
| Account details for depositing EMD | Payee Name | : NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT |
| | Bank Name | : NABARD |
| | Branch Name | : Head Office, Mumbai |
| | Account Number | : NABADMN22 |
| | IFSC Code | : NBRD0000002 |
| Pre-Bid meeting | 25 March 2024 at 11:00 AM | |
| Last date of submission of Tender | 09 April 2024 until 05:00 PM | |
| Date, Time & Venue of Opening of Technical Bids | 10 April 2024 at 11:00 AM at BIRD, Mangaluru | |
| Date, Time & Venue of Opening of Financial Bids | Will be intimated subsequent to opening of technical bids | |
| Contact Details | Joint Director, BIRD, Krishna Nagar Road, Bondel, Mangaluru 575008 | |
| Telephone No. | 0824 – 2888512/520 | |



PART-I

TECHNICAL BID

②

INSTRUCTIONS TO TENDERERS

1. GENERAL:

The present tender is being invited for Pest Control Services under which the tenderer will use its best endeavours to provide Pest Control Services to the entire campus including administrative block, academic block, Lounge, Residential Blocks. The detailed SCOPE OF WORK is mentioned at page no. 26.

The rates and service charges should be quoted as one bid (**as per Annexure-VII**). The successful tenderer would be required to execute an agreement with NABARD/BIRD, Mangaluru through Joint Director, BIRD, Mangaluru, wherein BIRD, Mangaluru is a confirming party in the agreement and the selected tenderer is required to raise the bills along with the certificates which would be mentioned in the documents.

2. ELIGIBILITY CRITERIA

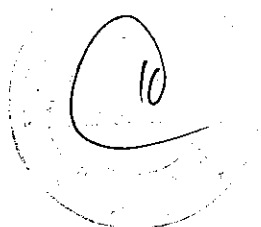
2.1 Bidder shall be a professional Bidder (proprietor, firm, company, etc.) with a minimum of 3 years' experience in providing Pest Control Services to Institutions of Central Government, State Governments, Public Sector Undertakings, Training Institutions of Banks/PSU's, Financial Institutions & Educational Institutes of National Importance recognized by MHRD and name appearing on website of MHRD or reputed Private Organizations. The time period of 3 years shall be reckoned as on 01 January 2024.

2.2 Tenderer shall have an average annual turnover of Rs.78,000/- for the last three financial years (i.e., 2020-21, 2021-22 and 2022-23), duly supported by audited or CA certified statement of accounts. The tenderer should have done at least:

- i. Three similar works valuing not less than Rs.01.04 lakh, or
- ii. Two similar works valuing not less than Rs.01.30 lakh, or
- iii. One similar work valuing not less than Rs.02.08 lakh.

2.3 Names and addresses of clients along with details regarding nature, amount and period of the contracts shall be furnished along with Technical Bid. Certificates from the clients regarding the value, quality and duration of service rendered during the last five years shall be submitted to corroborate the details mentioned in ANNEXURE-II.

2.4 The tenderer should have a base or representative establishment at Dakshin Kannada/Udupi District or be willing to have a representative or representative establishment in Dakshin Kannada/Udupi if awarded the contract.



2.5 Track record of the tenderer shall be clean without any involvement in illegal activities or financial frauds. There shall not be any case with the Police/Court/Regulatory/Appellate authorities against the tenderer.

2.6 The tenderer must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authority.

2.7 The tenderer must not have been suspended/delisted/blacklisted by any organization, on any grounds. The tenderer should not have rescinded/abandoned any contract awarded by any of his clients before the expiry of prescribed period of contract. The tenderer shall give details of all disputes he/she had with his/her clients and furnish the status thereof.

2.8 If the performance of the tenderer is/has been found to be unsatisfactory for any reasons, whatsoever, in any organization, then BIRD-M reserves the right to reject the bids submitted by such tenderer.

2.9 The tenderer shall have all the applicable and valid registrations with statutory authorities constituted for Labour welfare and other purposes.

- i. License for providing Pest Control Services.
- ii. Firm has been in Business of Pest Control Services for at least 3 years.
- iii. Registration Nos. under various Statutory Acts.
- iv. Annual turnover of the firm for last 3 years (minimum Rs.78,000/- per annum) furnished copies to be certified by CA and 3-year IT returns 2020-21, 2021-22 and 2022-23.
- v. EMD deposit (enclose receipt/UTR number).

2.10 The tenderer shall promptly and timely obtain all such consents, permissions, approvals, licenses etc. as may be necessary or required for carrying out the contract. The tenderer shall also inform and assist BIRD Mangaluru in procuring any registration, permissions, or approvals, which may be statutorily required to be obtained by BIRD Mangaluru for availing the services. The tenderer shall comply with all terms and conditions thereof strictly and shall keep such license duly validated and / or renewed from time to time.

2.11 The tenderers shall submit documentary evidence in support of the above eligibility criteria.

2.12 Financial Bids of only those tenderers will be opened who qualify the technical bid criteria.

2.13 The Tenderer shall apply only through their authorized signatories.

3. OTHER INSTRUCTIONS:

3.1 Bidding firms/companies shall have current account in a scheduled commercial bank.

3.2 (a) Memorandum of Understanding shall be provided in case the Tenderer is a Joint venture/Consortium/Partnership.

(b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm;

(c) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.

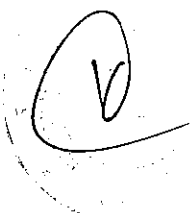
(d) The tenderer shall submit full details of his ownership and control or, if the Tenderer is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.

3.3 Each Tenderer is required to confirm and declare with his bid that no agent, middleman, or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If BIRD, Mangaluru subsequently finds to the contrary, it reserves the right to declare the Tenderer as non-compliant and declare any contract if already awarded to the Tenderer to be null and void.

3.4 Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

3.5 The tenderer is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the tenderer's risk and may result in rejection of his/her bid.

3.6 The tenderer shall not make or cause to be made any alteration, erasure, or obliteration to the text of the Tender document.



4. ONE BID PER TENDERER:

Each tenderer shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a tenderer or if any of the partners in a joint venture or any one the members of the consortium participate in more than one bid, the bids are liable to be rejected.

5. COST OF BID:

The tenderer shall bear all costs associated with the preparation and submission of their bid and the BIRD, Mangaluru will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

6. VISIT TO PREMISES AT BIRD, MANGALURU:

The tenderers are advised to visit BIRD, Mangaluru Campus and acquaint themselves with the site and operational system. The costs of visiting shall be borne by the tenderer. It shall be deemed that the tenderer has undertaken a visit to the campus of the BIRD, Mangaluru and is aware of the operational conditions prior to the submission of the tender documents.

7. CLARIFICATION OF TENDER DOCUMENT:

7.1 In case the tenderer has any doubt about the meaning of anything contained in the Tender document, he/she shall seek clarification from the Office of BIRD, Mangaluru during the pre-bid meeting scheduled on **25 March 2024 at 11:00 AM**. Any such clarification, together with all details on which clarification had been sought, may be issued as corrigendum to the tender document.

7.2 Except for any such written clarification by the BIRD, Mangaluru which is expressly stated to be an addendum to the tender document issued by the Office of the Joint Director, BIRD, Mangaluru (concerned Section), no written or oral communication or explanation by any other employee of the BIRD, Mangaluru shall be taken to bind or fetter the BIRD, Mangaluru under the contract.

8. LIST OF DOCUMENTS TO BE ENCLOSED:

8.1 At the time of submitting technical bid, the tenderers are required to enclosed/uploaded photocopies of following documents (Documents in original should be produced for verification as and when it is required by BIRD, Mangaluru, failing which their bids will be summarily / out rightly rejected and will not be considered for any further correspondence):-

- i. Registration Certificate as per existing norms (indicating the legal status – Company/ Partnership firm/ Proprietorship Concern, etc.).
- ii. Copy of GST Registration Certificates.

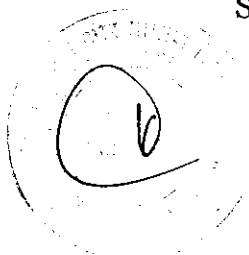
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- iii. Copy of PAN Card.
- iv. Copies of Income Tax Return filed for last three financial years.
- v. Copies of Annual Turnover details in Rupees for last three Financial Years 2022-23, 2021-22, and 2020- 21 including audited balance sheet and Profit & Loss Account.
- vi. Valid Registration Certificate issued by Competent Authority of Labour Dept.
- vii. Work Experience Details, service provided to Government Departments /PSUs/Autonomous Bodies/ Corporate Bodies (Copies of Purchase Orders and completion certificates as required by the Technical Bids received from Government Departments / PSUs / Autonomous Bodies / Corporates during each of the last seven years) should be enclosed / uploaded with clearly indicating the annual payment given to the tenderer.
- viii. A Short profile of the organization.
- ix. Bid Security (Earnest Money Deposit) for an amount of Rs.5,200/-.
- x. Copy of Power of Attorney for authorized signatory.

8.2 The Financial Bid should contain Preamble and ANNEXURE- VII i.e., entire PART-II of the tender document duly filled in figures and words. **The financial bids submitted in this format will only be considered for scrutiny.**

NOTE:

- If required, BIRD, Mangaluru will obtain reports on past performance of the tenderer from their clients and evaluate the said reports before opening of the Financial Bid of the tender. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found not satisfactory, the Bank reserves the right to reject his offer even after opening of Technical Bid of the tender. The Bank is not bound to assign any reason for rejecting the tender.
- After prima facie scrutiny, if any of the tenderer is found not satisfying the required eligibility criteria, the tender submitted by him will not be processed further.
- Each page of the application shall be signed. The application shall be signed by person/persons on behalf of the organization having necessary authorization/Power of Attorney to do so.
- Clarifications, if any required may be obtained from BIRD, Mangaluru.
- No Tenderer will be allowed to withdraw his Tender during the validity period. Subletting of the Contract is not permitted. In case any tenderer withdraws



his/her tender during the validity period, the EMD amount received from such tenderers shall be forfeited.

- Notwithstanding anything stated above, BIRD, Mangaluru reserves the right to assess the tenderers capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of BIRD, Mangaluru.

9. BID PRICES:

9.1.1. Tenderer shall quote the rates in Indian Rupees / the service charges for the entire contract on a 'single responsibility' basis such that it covers tenderer's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the pest control Services at BIRD, Mangaluru.

9.1.2 Rates should be filled in the Tender neatly and no overwriting shall be made. Corrections, if any shall be authenticated by subscribing signature of the tenderer. The rates quoted should be written legibly in words and figures. If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, scrutiny of the tender shall be done as per BIRD Mangaluru's guidelines.

9.1.3 Conditional bids/offers will be summarily rejected.

9.2. **FORM OF BID:** The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Tenderer. If the Tenderer is a partnership firm, consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participants thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

9.3. **DURATION OF CONTRACT:** The contract may be valid initially for **Twenty-Two (22) months i.e., from 1st June 2024 to 31st March 2026**, and the Joint Director, BIRD Mangaluru reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to, but not beyond further two (02) years. However, if for any reason the contract is terminated by any of the parties, the tenderer shall provide his services till BIRD, Mangaluru makes another or alternate arrangement.

9.4. **BID SECURITY:** The successful tenderer shall deposit Bid Security (Retention Money Deposit) for an amount of Rs.13,000/- (Rupees Thirteen Thousand only) or 5% of the contract value, whichever is higher. The Bid Security may also be directly credited in our Account, the details of which are: -

Payee Name : NATIONAL BANK FOR AGRICULTURE AND RURAL
DEVELOPMENT
Bank Name : NABARD

Branch Name : Head Office, Mumbai
Account Number : NABADMN22
IFSC Code : NBRD0000002

Note: MSE's as defined in MSE Procurement Policy issued by GoI or Tenderers who are registered with central Procurement Organization are exempt from submitting EMD. Documentary proof in this regard needs to be enclosed in the Technical Bid.

9.4.1 No interest shall be paid on the EMD submitted by the tenderers. EMD of unsuccessful tenderers would be refunded after the award of work to the successful tenderers.

9.4.2 Tender for which the EMD amount has not been received in our bank account will not be accepted by BIRD, Mangaluru except in case of MSEs as defined in MSE Procurement Policy issued by GoI or tenderers who are registered with Central Procurement Organizations. Such exemption shall be given only on submission of documentary proof.

9.4.3 The EMD of successful tenderer shall be retained by BIRD, Mangaluru towards Retention Money Deposit (RMD)/Security Deposit (SD). The quantum of security deposit shall be 5% of the annual contract amount. The successful tenderer has to submit the balance amount of security deposit within 10 days of issue of work order. Retention Money Deposit (RMD)/Security Deposit (SD) will be refunded after the expiry of the contract period. SD will not bear any interest.

9.4.4 The Bid Security will remain valid for a period of forty-five (45 days) beyond the final bid validity period.

9.4.5 Bid securities of the unsuccessful tenderers will be returned to them at the earliest after expiry of the final bid validity.

9.4.6 Bid Security shall be forfeited if the tenderer withdraws his/her bid during the period of Tender validity.

9.4.7 Bid Security shall be forfeited if the successful tenderer refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the BIRD, Mangaluru.

10. SUBMISSION OF TENDER:

10.1 The last date of receipt of Tender is on or before **05:00 PM on 09 April 2024** and Technical Bids of Tenders will be opened on **11:00 AM on 10 April 2024**. Tenders received after stipulated date/ time shall not be entertained. Tenderers are requested to make note of dynamic time being displayed on GeM Portal to ensure that the bids are submitted on time. Late tenders will not be accepted under any circumstances.

10.2 The tenderer should submit his tender well in advance so that last minute technical glitches can be avoided and BIRD, Mangaluru will not be responsible for

failure of submission of tender by the tenderer in this regard. “No extension of time will be permitted if the tenderer is facing difficulty or facing technical issues in uploading the document at the fag end of the time specified for closure of tender”.

10.3 BIRD, Mangaluru may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the BIRD, Mangaluru and the Tenderer will be the same.

11. BID OPENING AND EVALUATION:

11.1 The authorized representatives of the BIRD, Mangaluru will electronically open the Technical Bids in the presence of the Tenderers or of their representatives who choose to attend at the appointed place and time, i.e., 10 April 2024 at 11:00 AM.

11.2 The bid of any tenderer who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.

11.3 Conditional bids will also be summarily rejected.

11.4 Subsequently, the selected technical bids will be evaluated as per information furnished by tenderer and eligibility criteria.

11.5 Financial bids of only the technically qualified tenderers will be opened for evaluation in the presence of qualified tenderers.

11.6 Right to accept any Bid and to reject any or all Bids: -

11.6.1 The BIRD, Mangaluru is not bound to accept the lowest or any bid and may at any time by notice in writing to the tenderers terminate the tendering process.

11.6.2 The BIRD, Mangaluru may terminate the contract if it is found that the tenderer is blacklisted on previous occasions by any of the Govt. Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertakings, etc.

11.6.3 The BIRD, Mangaluru may terminate the contract in the event of successful tenderer fails to furnish the Performance Security or fails to execute the agreement.

12. AWARD OF CONTRACT:

12.1 The BIRD, Mangaluru will award the contract to the successful evaluated tenderer whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

12.2 The BIRD, Mangaluru will communicate to the successful tenderer by an e-mail/letter transmitted by Registered post that his bid has been accepted. This letter

(hereinafter and in the condition of contract called the Work Order) shall prescribe the amount which the BIRD, Mangaluru will pay to the tenderer in consideration of the execution of work/services by the tenderer as prescribed in the contract.

12.3 The successful tenderer will be required to execute an agreement in the form specified in ANNEXURE-V within a period of 14 days from the date of issue of Work Order.

12.4 The successful tenderer shall be required to furnish a Retention Money Deposit/Performance Security within 15 days of receipt of Work Order for an amount of Rs.13,000/- or 5% of contract value, whichever is higher, through electronic mode to the following bank account:

Payee Name : NATIONAL BANK FOR AGRICULTURE AND RURAL
DEVELOPMENT
Bank Name : NABARD
Branch Name : Head Office, Mumbai
Account Number : NABADMN22
IFSC Code : NBRD0000002

12.5 The EMD of the successful tenderer may be converted into RMD / Performance Security and shall not carry any interest whatsoever. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the tenderer accordingly.

12.6 Failure of the successful tenderer to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of Bid Security.

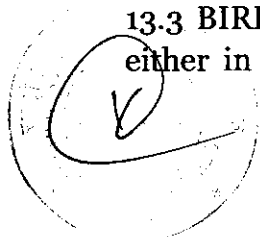
12.7 A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to BIRD, Mangaluru on demand within three working days without any demur whatsoever and without any reasons whatsoever. The demand for payment by BIRD, Mangaluru shall be treated as conclusive proof of payment.

13. MISCELLANEOUS:

13.1 Notwithstanding anything stated above, BIRD, Mangaluru reserves the right to assess the tenderer's capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of BIRD, Mangaluru.

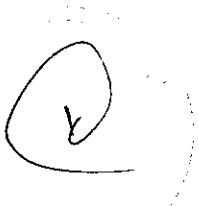
13.2 The decision of BIRD, Mangaluru in awarding the work shall be final.

13.3 BIRD, Mangaluru reserves the right to accept / negotiate / reject any Tender either in whole or in part without assigning any reasons therefor whatsoever and



without entering into any further correspondence and hence, BIRD, Mangaluru shall be under no obligation to accept the lowest or any other Tenders received in response to this Tender. The decision of BIRD, Mangaluru in this regard shall be final and undisputable.

13.4 BIRD, Mangaluru also reserves the right of supersession of any of the conditions stipulated in the Tender Document.



GENERAL CONDITIONS FOR CONTRACT FOR PEST CONTROL SERVICES AT BIRD-MANGALURU

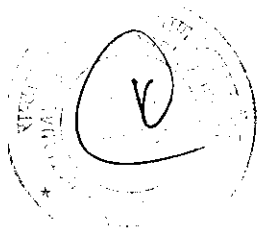
1. Initially, the contract will be awarded for the period from the 01st June 2024 to 31st March 2026. The tenure may thereafter be extended with mutual consent at the sole discretion of BIRD Mangaluru, subject to satisfactory performance, preferably on the same terms and conditions of this tender or on a mutually agreed rate.
2. BIRD, Mangaluru will have the option to terminate the contract, after giving notice of one month in writing without assigning any reason thereof, if the bidder commits breach of any of the conditions contained in this contract or fails to render the services to the satisfaction of BIRD, Mangaluru. However, the Tenderer shall not be entitled to terminate the Contract before completion of the aforesaid period and in the event of the contract being extended by BIRD, Mangaluru beyond the said period, the Tenderer may terminate the contract by giving **three months** prior notice in writing.
3. BIRD, Mangaluru reserves the right to reject any or all offers without assigning any reason thereof. BIRD, Mangaluru shall decide not to avail of any services from any Tenderer as a consequence of this Tender. BIRD, Mangaluru also reserves the right to re-issue/ recommence the entire bidding process without the vendors having the right to object. Any decision of BIRD, Mangaluru in this regard shall be final, conclusive and binding on the bidders.
4. EMD of the unsuccessful bidder shall be returned after finalization of the tender. It shall not carry any interest. EMD of the successful bidder shall be retained and adjusted towards Security Deposit/Retention Money Deposit. EMD so retained shall also not bear any interest.
5. The acceptance of offer of contract shall be communicated by the successful Tenderer to BIRD, Mangaluru within **7 working days from the date of issue of the Offer**. Failure to accept the offer and communicate accordingly within this period shall result in forfeiture of the EMD and revocation of the offer. The successful bidder must execute an agreement with BIRD, Mangaluru within **15 working days from awarding the contract**.
6. Successful bidder shall be required to deposit a further sum of **₹7,800/- (Rupees Seven Thousand Eight Hundred only) in addition to the EMD of Rs.5,200/-** within 15 working days from the date of acceptance of offer, towards **Security Deposit/ Retention Money Deposit** for due performance of the contract. The total Security deposit of **₹13,000/- (Rupees Thirteen Thousand only)** shall be refundable after expiry/termination of the contract. The contract shall automatically become null & void and EMD of **₹5,200/-** will

stand forfeited in the event of the tenderer failing to deposit the amount as above. However, BIRD, Mangaluru reserves the right to revive the contract, if circumstances warrant. The security deposit shall not bear any interest.

7. A Performance Guarantee (in the prescribed format) from a scheduled commercial bank, payable on demand valid for a period equivalent to duration of the contract of same amount as RMD may be furnished by the successful tenderer in lieu of the Security Deposit, upon award of contract. The Performance guarantee shall be renewed for a further period in case of renewal of the contract by BIRD, Mangaluru.
8. The successful Tenderer shall execute an Agreement/Contract on stamp paper of appropriate value containing inter-alia all the terms and conditions of the contract, as approved by BIRD, Mangaluru.
9. If the successful Tenderer fails to comply with the terms and conditions of this tender or the subsequent agreement/contract in course of the contract period, the security deposit shall be forfeited in full or in part as decided by the Competent Authority.
10. The Tenderer shall provide Pest Control Services as specified in the “**Scope of work and specific terms & conditions**” in page no 26.
11. No escalation in rates on any account will be permitted during the contract period. Also, no subsidy will be given over the quoted rates.
12. No advance shall be paid. Bills for Pest Control Services may be raised by the Tenderer on a **quarterly basis** and the same shall be settled after deducting all applicable statutory taxes. TDS Certificate shall be issued every quarter in support of TDS deductions effected from the bills.
13. The Tenderer or his staff shall not use the premises, properties, fixtures, fittings, etc., of BIRD, Mangaluru for any purpose other than those expressly provided in this tender or the subsequent contract.
14. In the event of any damage being caused to the movable or immovable property of BIRD, Mangaluru or its client or to the property of the employees of BIRD, Mangaluru, the BIRD, Mangaluru reserves the right to compute the damage in terms of money and to deduct the money from the bill of the Tenderer or from the amount payable to the Tenderer by the BIRD, Mangaluru and recover the remaining amount, if any, by way of civil damages.
15. The Tenderer shall not use the logo, name, identity or letterhead of Bankers Institute of Rural Development (BIRD) or National Bank for Agriculture and Rural

Development (NABARD) and the relationship between the Tenderer and BIRD, Mangaluru being on principal-to-principal basis, the Tenderer shall not hold himself/herself as an agent of BIRD, Mangaluru.

16. The Tenderer shall not use BIRD's address on his letterhead/stationery for purposes of Registration with any Government/Local Body or any other organization or person and no tenancy shall be created by the presence of his workmen/employee on BIRD's premises.
17. To ensure effective implementation of this contract, the Joint Director or an authorized official of BIRD, Mangaluru shall issue instructions, either orally or in writing to the Tenderer and such instructions shall be deemed to be a part and parcel of this contract and shall be binding on the Tenderer. In all matters relating to or incidental to this contract, if there arises any doubt or dispute or disagreement, the decision of the Joint Director, BIRD, Mangaluru shall be final and binding on the Tenderer.
18. It shall be the Tenderer's responsibility to ensure that the obligations under the terms of this contract are duly performed and observed.
19. BIRD, Mangaluru reserves the right to amend/modify the tender document or issue any corrigendum to the bid process. The Tenderer shall not contest the right of the BIRD, Mangaluru to do the same.
20. The Tenderer shall maintain and provide all necessary documentation, registers and records and other related documents as proof of compliance with all statutory requirements and provisions of applicable laws and to be furnished for inspection of BIRD, Mangaluru /authorised official as and when required.
21. The Tenderer shall comply with all municipal and other regulations relating to Pest Control Services and shall obtain other necessary licenses and permits, at his/her/their own cost. BIRD, Mangaluru shall not be responsible in any way for any breach by the Tenderer of the rules and regulations governing the running of such establishments.
22. In case of any labour problems related to the workmen staff of the Tenderer, the same shall be settled at the Tenderer 's end only. The Tenderer shall indemnify BIRD, Mangaluru suitably. It shall be the duty of the Tenderer to clearly inform his own personnel/staff that they shall have no claim whatsoever against BIRD, Mangaluru and they shall not raise any industrial dispute, either directly and/or indirectly, with or against BIRD, Mangaluru in respect of any of their service conditions or otherwise.



23. The Tenderer shall indemnify and keep indemnified, defend and hold good the BIRD, Mangaluru its officers, employees and agents against loss, damages or claims arising out of any violations of applicable laws, regulations, guidelines during the contract period and for the breach committed by the Tenderer or his/her/their services personnel on account of misconduct, omission and negligence by the Tenderer or his service personnel.
24. The Tenderer shall be registered with the Central/State Body concerned and shall abide by State Labour/Government of India (Ministry of Labour) rules and regulations and all other Statutory Acts/Regulations and rules relevant to this contract, including Works Contract Act, Minimum Wages Act, Provident Fund Act, ESI, etc., and shall indemnify the BIRD, Mangaluru against risks and damages arising out of the default on the part of Tenderer due to negligence or non-compliance of any of the aforesaid rules, regulations, etc., laid down by the Government, Statutory authorities Regulations and other Government bodies, if any, from time to time.

25. Bidder's Employees

- i) The bidder shall take all precautionary measures to ensure the safety of the workmen employed by the bidder and BIRD, Mangaluru shall not be responsible in case of any eventuality.
- ii) The Tenderer shall ensure that none of his personnel on duty is in inebriated state or consumes drug, alcohol, prohibited substances, smoke, etc., while on duty or otherwise inside BIRD, Mangaluru premises. The Tenderer shall be solely responsible for the remuneration and other dues to its employees, as also for omissions/commissions done by them.
- iii) The workmen/persons engaged by the Tenderer shall not have any right/claim over the facilities enjoyed by BIRD, Mangaluru staff, participants, etc. It is clearly understood that the Tenderer's workers shall not have any employee-employer or master-servant relationship with BIRD, Mangaluru.
- iv) The Tenderer shall ensure:
 - a) That all instructions, guidelines, and specifications issued to the Tenderer by BIRD, Mangaluru are clearly and effectively communicated by the Tenderer to its employees and personnel.
 - b) That all instructions, guidelines, and specifications are strictly adhered to by the workmen and personnel of the Tenderer so that the reputation of BIRD, Mangaluru is not compromised.
 - c) That no action of the Tenderer and/or its employees and/or personnel shall violate prevailing laws and regulations. The Tenderer shall not engage any staff with criminal background against whom there is any complaint registered with the law enforcement agencies.

26. Failure to Exercise BIRD's rights

Any omission on the part of BIRD, Mangaluru at any time to exercise any of its rights under the terms of engagement of the Pest Control Services tenderer shall not be deemed to amount as waiver on the part of BIRD, Mangaluru of its rights and in no way impair or affect the validity of the terms and the privilege of BIRD, Mangaluru to enforce its rights at any time subsequently.

27. Disputes Resolution

- i. In case of dispute regarding the quality of Pest Control Services, the final authority will rest with the Joint Director/Officer-in-Charge, BIRD, Mangaluru and the same will be binding on the tenderer.
- ii. In the event of any claim, difference, dispute or controversy and questions whatsoever arising between the parties under this BID and subsequent agreement shall in the first instance, be attempted to be resolved between the parties themselves.
- iii. If the dispute cannot be resolved through consultations between the Parties with in 30 (thirty) days after 1 (one) Party has served a written notice on the other Party requesting the commencement of such discussions, any Party may thereafter in writing, demand that the dispute be finally settled by an arbitration comprising of sole arbitrator mutually appointed by the Parties in accordance with the Arbitration and Conciliation Act, 1996 or any modifications thereof. The arbitrator shall be a person of professional repute who is not directly or indirectly connected with any of the parties to this Agreement and shall have prior experience as Arbitrator. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The seat and venue of arbitration shall be Mangaluru. The language of arbitration shall be English.
- iv. The award of the arbitrator/s so appointed shall be final and binding on the parties.
- v. Work under the contract shall be continued by the successful tenderer during the arbitration proceedings unless otherwise directed in writing by BIRD, Mangaluru. No payment due, or payable by BIRD, Mangaluru, to the Tenderer shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

28. Tenderer / successful tenderer shall ensure that no person involved in any litigation against any of the offices of NABARD / BIRD, Mangaluru shall be deployed under any circumstances.

29. Any liability arising out of any litigation (including those in consumer courts) due to any act of tenderer's personnel shall be directly borne by the tenderer

including all expenses / fines. The concerned tenderer's personnel shall attend the court as and when required.

30. Force Majeure: If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God, etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

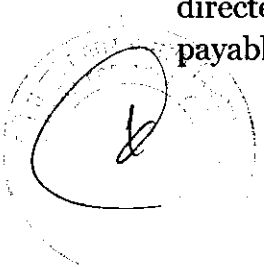
31. If the tenderer is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the BIRD, Mangaluru for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture / consortium / group / partnership shall not be altered without an intimation to the BIRD, Mangaluru.

32. The contract period will be initially for a period of 22 months from **01 June 2024 to 31 March 2026** extendable twice for one year each, if the service of the Tenderer is found to be satisfactory.

33. During the course of contract, if any tenderer's personnel are found it to be indulging in any corrupt practices causing any loss of revenue to the BIRD, Mangaluru shall be entitled to terminate the contract forthwith duly forfeiting the tenderer's Performance Guarantee.

34. In the event of default being made in the payment of any money in respect of wages of any person deployed by the tenderer for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the BIRD, Mangaluru may, make payment of such claim on behalf of the tenderer to the said Labour Authorities and any sums so paid shall be recoverable by the BIRD, Mangaluru from the tenderer.

35. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the BIRD, Mangaluru, such money shall be deemed to be payable by the tenderer to the BIRD, Mangaluru within seven days.



36. The BIRD, Mangaluru shall be entitled to recover the amount from the tenderer by deduction from money due to the tenderer or from the Security Deposit/Retention Money Deposit.

37. The tenderer shall not engage any sub-tenderer or transfer the contract to any other person in any manner.

38. The tenderer shall indemnify and hold the BIRD, Mangaluru indemnified from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the tenderer.

39. The tenderer should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970 and relevant Acts or laws (wherever applicable).

40. The personnel engaged should project an image of utmost discipline. They should be above the ages of 18 yrs. NO UNDERAGE / MINOR (below 18 years of age) SHALL BE DEPLOYED UNDER ANY CIRCUMSTANCES. The entire responsibility for such lapse shall be that of the tenderer. Manpower so engaged shall be trained for pest control services before joining. During this training, tenderer shall have to arrange for substitute for the staff undergoing training.

41. The BIRD, Mangaluru shall not be under any obligation for providing employment to any of the worker of the tenderer after the expiry of the contract. The BIRD, Mangaluru does not recognize any employee employer relationship with any of the workers of the tenderer.

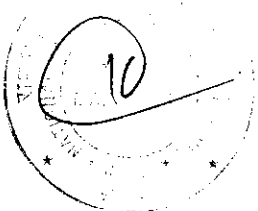
42. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the BIRD, Mangaluru from the agency.

43. If any underpayment is discovered, the amount shall be duly paid to the agency by the BIRD, Mangaluru.

44. The tenderer shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the BIRD, Mangaluru.

45. While submitting the bills for the month, the tenderer must submit the work done report for the corresponding period.

46. Any damage or loss caused by tenderer's persons to BIRD, Mangaluru in whatever form would be recovered from the tenderer.



47. In case any public complaint is received attributable to misconduct/misbehavior of tenderer's personnel & is assessed as true by BIRD, Mangaluru, a penalty decided by BIRD, Mangaluru shall be levied and the same shall be deducted from tenderer's bill. Besides the personnel found involved in the incident shall be removed from the Premises immediately.

48. Penalty Clause: The services provided may be reviewed by the officials of BIRD, Mangaluru. If the officials are of the view that the Pest Control Services provided by the tenderer is not up to mark, penalty in the range of 5 % to 20 % of the contract value per month shall be levied. The decision of BIRD, Mangaluru shall be final and binding on the tenderer in this regard. The tenderer shall not pass on the burden of penalty to the workers deployed by him/her and should ensure payment of minimum wages to the workers irrespective of the penalty.

49. OBLIGATION OF THE TENDERER:

The tenderer shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The tenderer shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the employer fully indemnified against liability of tax, interest, penalty etc. of the tenderer in respect thereof, which may arise.

50. JURISDICTION OF COURT:

The courts at Mangaluru shall have the exclusive jurisdiction of all disputes, if any, arising out of this agreement between the parties.

51. EXIT:

The contract is liable for termination by giving one month notice by BIRD, Mangaluru and three months' notice by the tenderer. However, the contract may be terminated by BIRD, Mangaluru without allowing notice period, if the quality of the service is found not to be satisfactory. The Security Deposit under these circumstances will be forfeited.

52. VALIDITY OF TENDER: 90 Days from the date of opening of the Tenders.

53. The tenderer shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per rules and Regulations in force. The Tenderer shall take all precautions necessary and shall be responsible for safety of work and risk involved in works carried out by their personnel.

54. Tenderer shall vouchsafe bonafide, conduct and fidelity of the staff employed by him. Any damage caused willfully or in negligence to the works executed, shall be borne by the tenderer.

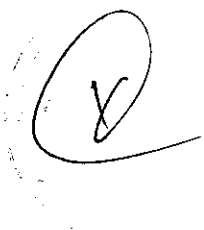
55. Recovery of income tax, education cess, work contract tax, GST-TDS etc. as applicable and in force shall be deducted from the bill during the currency of the contract.

I / We accept all the above Terms and Conditions in all respects without any reservation.

SIGNATURE AND SEAL OF TENDERER:

DATE:

PLACE:

A handwritten signature, possibly 'R', is enclosed within a circular stamp or seal. The signature is written in black ink and is the only mark present in the signature area.

SCOPE OF WORK

Scope of Work and Specific Terms & Conditions

1. **Pest Control** should aim at eradication of Cockroaches, Mosquitoes, Flies, Lizards, bedbugs, other bugs, insects etc. through application of permitted insecticides/ pesticides as per Government of India and WHO norms.
2. The Contractor has to treat all the areas inside the office building, residential flats (25 nos.), hostel (68 rooms), lounge as necessary and/ or as decided by BIRD, Mangaluru for treatment of ants, mosquitoes, rodents, cockroaches, bedbugs, spiders, silver fish, wasps, lizards, etc. so as to keep the premises free from pests.
3. The Pest control treatment in office areas, residential flats, hostel, lounge should cover all the places like under the tables, chairs, almirahs, on and around the pile of files, on wooden furniture, on false ceiling, on all staircases, Ducts, drain/sewage/gutter Chambers, lift lobby, on all toilets drain ducts, on all pantry rooms, in all stores and any hidden space under the furniture and should leave no space unattended. Agencies must ensure that the pest control once done shall remain effective up to next pest control failing which it shall have to be done again without any extra cost.
4. The treatment for ants, cockroaches, mosquitoes, bugs / bedbugs, spiders, silver fish, wasps, lizards, etc. inside the flats should be treated preferably with Gel treatment. The concentrated mix of gel chemical with water or any other solvent (like Biflex etc.) may be used wherever necessary inside the flats/ACT office, etc. Old chemicals/gel may be removed from the premises at the time of fresh treatment. The material composition of the Gel treatment shall not contain any banned chemicals which are harmful for human health.
5. Applying the gel chemical inside the flats shall be done at strategic locations to get rid of all the household pests such as cockroaches, bugs/bedbugs, spiders, silver fish, wasps, lizards, etc.
6. The date and time of pest control treatment may be decided after discussion with the occupant. The treatment in flats should be carried out in the most effective manner and in a hygienic way with best possible combination of spray/gel leaving no room for complaints from the occupants.
7. Rodent controlling should be done as per the prescribed intervals (viz. monthly) or as per orders and instructions on the subject. The treatment should be done in such a way that it remains effective up to next pest control period failing which the same shall have to be done again without any cost.



8. Rodent control treatment should be carried out by trapping, poison baits, fumigation, and glue pads depending on the location in and around the premises to keep it free of rats. Rodent control should commence with strategic placement of bait and at suitable interval of time to bring the rodent population under control.
 - Office Areas: Traps
 - Substation, Cable routes – poison baits, glue pads
 - Outside: Traps
 - AHU/ducts/drain – poison bait
9. Subsequently, periodic visits / treatments should be made by the Tenderer to continue baiting as per the specification and keep constant vigil on rodent population. A separate register shall be maintained for the same to assess the effectiveness of the treatment.
10. **Pest / rodent control inside chambers:** The Tenderer must spray chemicals inside the drains, damp areas, manholes, sewer lines, etc. regularly to destroy the cockroach and mosquito breeding.
11. Necessary pest control treatment should also be carried out in vacant flats in coordination with the ACTs of the residential colony/ies.
12. The guest houses (Visiting Officers Flats/ Visiting Employee Flats) will be treated as and when required by the Bank. Periodicity may vary in case of guest houses, gymnasiums, etc. as per the requirements at site.
13. For treatment of White ants/termite, extra payment will be made by Bank as and when required.
14. **Fogging:** The fogging must be done in the external areas for reducing the mosquito menace as per the periodicity indicated in the tender. The area of fogging shall be the entire campus. It will be carried out in the evening hours / when the mosquitos are active on a monthly basis.

| Sl. No. | Particulars | Location | Periodicity |
|---------|--|-------------------|---------------------------|
| 1 | Disinfestations Treatment using baits / chemical spray internal: Carrying out bait treatment in the flats by using non-toxic (harmless to human beings) products. Keeping sufficient nos. of baits in each room which should be effective till next treatment falls due. The | Residential Flats | Once in 3 (three) months. |

| | | | |
|---|--|---|-----------------|
| | <p>treatment shall aim to control house-hold pests like, cockroaches, silver fish, bed bugs, red and black ants, spiders, flies, fleas, mosquitos, similar other crawling/flying insects, etc. and lizards. The treatment includes removal and disposal of old baits etc. Complete.</p> <p>If treatment is not found effective, additional treatment at no extra cost will have to be carried out.</p> <p>The Job-card should be got filled in and signed by the end users and should be enclosed with the bills for making payments.</p> | Office building | Monthly |
| | | Kitchen & dining areas of Staff canteen, Officers lounge, other dining room/s in office building, garbage rooms/storage rooms | Once in a month |
| 2 | <p>Disinfestations / Pest Control in common areas using chemical sprays:</p> <p>Carrying out Pest Control Treatment in all the common areas in the residential and office complexes such as staircase / lobbies / passage / corridors / manholes / inspection chambers / etc. the item of work includes opening of manholes / inspection chambers / gully traps etc. covers and replacing the same in position to restore normalcy after spraying ISI approved chemicals. If treatment is not found effective, additional treatment at no extra cost will have to be carried out. The Job-card should be got filled in and signed by the Caretaker and should be enclosed with the bills for making payments.</p> | Office Building & Residential Flat | Monthly |
| 3 | <p>External Rodent Control Treatment:</p> <p>Rodent Control Treatment for controlling Rats, Mice & Bandicoots at Bank's Office building as well as residential colonies.</p> | Office Building & Residential Flat | Monthly |
| 4 | <p>Internal Rodent Control Treatment:</p> <p>Rodent Control Treatment for controlling Rats, Mice & Bandicoots in Office building</p> | Office building | Monthly |

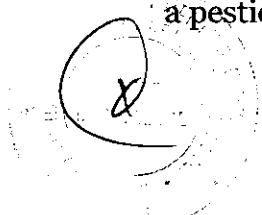
| | | | |
|---|---|--------------------------------------|-----------------|
| 5 | External fogging Treatment: Providing and executing the fogging treatment for Mosquito and other flying insects-control for all open / common areas etc. complete as directed by certifying officer | Office Building & Residential Flats | Once in a month |
| 6 | Snake Management: Carrying out snake control treatment for the entire campus | Office Buildings & Residential Flats | Once in a month |

Broad Specifications:

- Pest Management is an integrated approach to tackling a pest problem, which includes control (either physical or chemical) and prevention. The Tenderer should have knowledge and skills, along with the latest products and equipment, in order to provide effective solutions for pest control in our office and residential colonies. Knowledge of local and international Regulatory, Hygiene & Safety Standards and conforming to these, forms an integral part of Tenderers responsibility.
- High standard of pest control services shall be maintained by using ultramodern equipment and materials like the same are maintained at major Airports, 5-Star Hotels etc.
- Safety is key when using various pesticides / other products. Ensure that the workers wear appropriate protective clothing, rubber gloves, face masks, follow the directions on the label of any product, follow the instructions of the qualified pest management Supervisor and ventilate the room when using strong chemicals. Use biocides safely. Always read the label and product information before use.

Pesticide Regulations in India:

The Insecticides Act, 1968 and Insecticides Rules, 1971 regulate the import, registration process, manufacture, sale, transport, distribution and use of insecticides (pesticides) with a view to prevent risk to human beings or animals and for all connected matters, throughout India. All insecticides (pesticides) have to necessarily undergo the registration process with the Central Insecticides Board & Registration Committee (CIB & RC) before they can be made available for use or sale. Thus, technically all insecticides (pesticides) in India are those substances that are listed on the "Schedule" of the Insecticides Act, 1968. The Registration Certificate mandates that a label be put on the packaging, which clearly indicates the nature of the insecticide (Agricultural or Household use), composition, active ingredient, target pest(s), recommended dosage, caution sign and safety precautions. Therefore, a pesticide labelled for agriculture should not be used in a household.



Materials: All the pesticides, insecticides, rodent repellents, other required materials, and equipment will be provided by the Tenderer. Nothing will be provided by the BIRD, Mangluru.

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

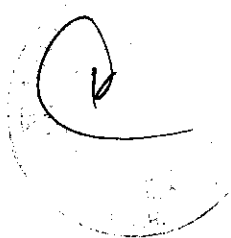
Quality: Quality is the essence in these works and the best possible applications should be used in the flats. Ultimate objective will be the complete pest control treatment irrespective of the method of treatment. The quality of treatment/s shall not be sacrificed at any cost by the Tenderer since it is a performance-oriented contract.

Other conditions:

- Tenderer shall follow the prescribed procedures for pest control treatment as stipulated by BIRD, Mangaluru from time to time.
- Tenderer shall maintain a proper Record/register indicating scheduled dates of treatment, actual date of treatment and reasons for not attending to any particular works within time schedule. Any lapse / negligence on the part of the Tenderer will attract imposition of penalty as given in Penalty clause.
- The contractor shall undertake pest control measures through WHO/ Government approved chemicals/ insecticides/ Pesticides and brands only.
- The pesticides, etc. used for pest/rodent control, should not have adverse impacts on human health.
- The chemical intended to be used for pest control and fogging in no case shall be hazardous to human being and shall be environment friendly.
- The fogging operation shall be carried out not earlier than 5:00 pm and not later than 9:00 pm (i.e., between 5:00 pm to 9:00 pm) because this is the period when mosquitoes attack and are active. This treatment should be carried out in the presence of BIRD, Mangaluru's certifying authority. The residents should also be informed in advance about the treatment so as to close the doors and windows.
- All safety precaution shall be taken as per manufacturer's recommendations.



- The firm should avoid any such dose which may result in poisoning of the occupants.
- All the chemical have to be mixed with water/kerosene oil/or any other materials as per the specification given in the relevant/manufacturers' specification/literature.
- Sealed container of the chemical shall be got approved by BIRD, Mangaluru's authorized representative before use and then mixed in his presence.
- No storage shall be provided at any of the sites under any circumstances.
- The containers/spraying equipment's etc. shall not be left unattended.
- Treatment within the occupied flats shall be done with great care so as not to cause any inconvenience to the occupants.
- Residents should be consulted to identify the hideouts / nesting places of the cockroaches.
- Tenderer will schedule the treatments in consultation with the BIRD, Mangaluru's officials at the residential flats.
- No flat shall be left unattended. All out efforts should be taken to carry out the work in all flats so as to ensure effectiveness of the treatment during the cycle of application. If for any reason, the flat is found locked, the same shall be treated at a later date. Occupant shall be informed for visit in the form of intimation indicating date and time.
- If the pest control is refused / not allowed by the occupant, the same should be brought into the notice of the BIRD, Mangaluru's Officers. Further, the same shall be recorded on the job cards / register / data sheet and signature of the occupant to be obtained.
- No closed and secured area shall be left untreated.
- The work shall be carried out efficient and professional manner and without affecting the office work hours (in office building) with the knowledge of the BIRD, Mangaluru's Authorized representative. The work shall be carried out as per the satisfaction of the BIRD, Mangaluru. In case any ineffective treatment is observed in between two successive treatments, the Tenderer should repeat the treatment without charging any extra cost and as and when called for.



- If the treatment is found unsatisfactory the tenderer may be terminated without prejudice by giving thirty days' notice in writing on expiry of which, the contract will automatically stand terminated.
- The intending firms may be specifying the brand of chemical pesticide they intend to use for the various types of treatments as specified. They may ensure that the brand of chemical pesticide to be used by them is ISO approved equivalent chemical pesticide for the respective types of treatments.
- The water required for the work or workmen can be availed from the available sources at site if sufficient water is available, otherwise the tenderer shall have to make his own arrangement at their own cost for the water required for the work.
- The payment shall be made Quarterly basis and as per actual work done in one quarter on the production of certified bills from the concerned Occupant/ Care Taker. BIRD, Mangaluru shall have full right to deduct applicable taxes and penalty, if any.
- Proportionate payment shall be deducted, if pest control treatment is not carried out in the entire premises/flats while settling the quarterly bills of the contractor.
- Tenderer shall entirely be responsible to maintain separate records duly signed by the concerned Occupant/ Care Taker apart from their challans every month clearly indicating minimum frequency of operation.
- The Tenderer should issue identity cards with photo for all his workmen which should be worn by them on body while on duty.
- The Tenderer should provide workmen's uniform (preferably over-coat type half shirt) with printed name of their firm on the back or front of the coat & to be worn by all the workmen while on duty.
- A qualified supervisor or any person should be made as contact point for escalating the issues at sites if are beyond the control of workmen. He should be available to take instructions from the BIRD, Mangaluru's Caretakers and / or Security Officers.
- The tenderer should note that the rates quoted are all inclusive of labour, material, tools & tackles etc. required for completion of job. The Bank will not supply any tools, material or equipment.

- An adequate insurance coverage shall be arranged by the Tenderer for all employees/workmen against accident & BIRD, Mangaluru's shall not be responsible for any liability arising out of any accident / injury caused to the employees/workmen while executing the work.
- The contractor shall make payments to the workers as per the prevailing acts.

Other Requirements:

- ❖ The Service Provider shall at no time violate provisions of the Insecticides Act, 1968 and Insecticides Rule, 1971 and /or any other relevant laws and rules as framed by the Government of India, State Government or Local Bodies.
- ❖ The Service Provider will be responsible to dispose all insects / rodents and shall remove all chemicals by cleaning / dusting the area after performing pest control services.
- ❖ Service provider shall depute experienced persons for execution of job along with all material, machines and manpower.
- ❖ All the equipment (e.g., trap boxes, Glue traps) and consumables (e.g.: Pesticide spray) required for the service will be provided by the Service Provider at no extra cost.
- ❖ The Pest Control Operations shall be done only by agencies, which have been approved by the Plant Protection Officers of the concerned State's agriculture department or Central Insecticides Board and Registration Committee (CIB & RC).
- ❖ The Pest Control Operations/Agencies should provide an attested copy of their license in the prescribed form with clear endorsement for permission to carry out commercial and domestic pest control. The license should not be only for selling, exhibiting, and stocking insecticides. The license should be valid for entire duration of contract period.
- ❖ **Methodology:** The Service Provider shall be required to use only those chemicals/pesticides that have been approved for the household purpose by CIB & RC under the provisions of Insecticide Rules, 1971 framed under Insecticide Act, 1968.
- ❖ CIRBC (Rule 10 3-A) FORM VI-C/FORM-VIII license to be submitted by the Service Provider.

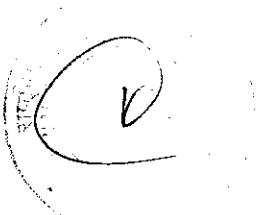
DECLARATION BY THE TENDERER:

We/I have read and understood all the instructions/conditions made above and We/I have taken into account the above Instructions/Terms and Conditions while quoting the rates. We/I accept all the above Terms and Conditions without any reservation, in all respects.

SIGNATURE AND SEAL OF TENDERER:

DATE:

PLACE:

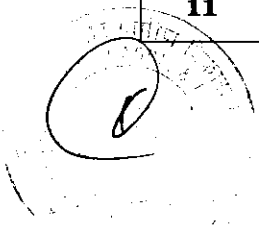


ANNEXURE-I

Photo

BASIC INFORMATION OF THE TENDERER

| Sr.No | Particulars | Details |
|--------------|---|---|
| 1 | Name of the Applicant/Organisation and address of the registered office | |
| 2 | Year of Establishment | |
| 3 | Type of the Organisation (Whether Sole Proprietorship/Partnership/ Private Limited/ Limited or Cooperative Body etc.) | |
| 4 | Name of the Proprietor/Partners/Directors of the Organisation/Firm | |
| 5 | Details of Registration (Whether Partnership firm, Company, etc.)- Registering Authority, Date, Registration No., etc. mentioning the business/ activity of the firm | |
| 6 | Whether registered with Govt./Semi- Govt./Municipal Authorities or any other public organization and if so, in which class and since when? | |
| 7 | Experience in the field of Pest Control Services of similar campuses/training establishments etc. | |
| 8 | Qualified personnel available with the organization | |
| 9 | Adequate and satisfactory evidence to indicate financial capacity of the Organisation to undertake the said work with names of Bankers and their full address. (Solvency certificate from the Bank or Certified copies of balance sheet and Income Tax clearance certificate for the last three years shall be attached). | |
| 10 | Yearly turnover of the company during the last 3 years | 2020-21 Rs. 2021-22 Rs. 2022-23 Rs. |
| 11 | Permanent Account Number (PAN) | |



| | | |
|-----------|--|--|
| 12 | Details of registration with the office of the Regional Labour Commissioner (RLC)-Central, EPFO and ESI | |
| 13 | Ability to provide Bank Guarantee or other equivalent forms of security from a Scheduled Bank. | |
| 14 | Whether any Civil Suit/litigation arisen in the contracts executed during the last ten years/being executed now. (If yes, please furnish the details in the pro-forma given below:) | |
| 15 | Whether suspended/delisted/blacklisted by any organization on any grounds? (If yes, please furnish the details:) | |
| 16 | Whether the tenderer has rescinded/abandoned any contract awarded by any of this client before the expiry of the prescribed period of contract. (If yes, please furnish the details:) | |

| Sr. No. | Name of the Work & the Employer | Nature of Work | Work Order No. & Date | Present Stage of Work | Value Contract (Rs.) | Brief details of litigation, if any |
|----------------|--|-----------------------|----------------------------------|------------------------------|-----------------------------|--|
| | | | | | | |
| | | | | | | |

SIGNATURE AND SEAL OF THE TENDERER

DATE:

PLACE:



ANNEXURE-II

PREVIOUS EXPERIENCE

i) List of important works executed by the firm during last five years with experience in executing works of similar nature i.e., pest control services for training institutes/ establishments. Please arrange to provide value of job, approximate capacity of each contract where pest control services were/was/is being undertaken and the year of contract along with copy of work orders, performance certificates / completion certificates. **Please note that the details furnished should be for pest control services of similar nature only.**

| Sr. No | Name of the Work & Location | Nature of the Work | Name & Full Postal Address of the Client | Contract Amount (Rs.) |
|--------|-----------------------------|--------------------|--|-----------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

ii) List of important works ON HAND:

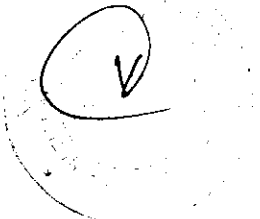
| Sr. No | Name of the Work & Location | Nature of the Work | Name & Full Postal Address of the Client | Contract Amount (Rs.) |
|--------|-----------------------------|--------------------|--|-----------------------|
| (1) | (2) | (3) | (4) | (5) |
| | | | | |
| | | | | |
| | | | | |

| Contract/Completion Period | Present Stage of Completion With reasons for delay, if any | Any Other information |
|----------------------------|--|-----------------------|
| (6) | (7) | (8) |
| | | |
| | | |
| | | |

SIGNATURE AND SEAL OF THE TENDERER

DATE:

PLACE:



ANNEXURE-III

BANKERS INSTITUTE OF RURAL DEVELOPMENT, MANGALURU

CHECK-LIST FOR TECHNICAL BID FOR PEST CONTROL SERVICES

| Sr. No | Document to be uploaded | Whether enclosed or not |
|---------------|---|--------------------------------|
| 1 | Bid Security/EMD. | |
| 2 | Copies of Annual Turnover details in Rupees for last three Financial Years (2021-22, 2020- 21 & 2019-20) including audited balance sheet and Profit & Loss Account. | |
| 3 | Undertaking on own Letter-Head as per format prescribed in Annexure-IV. | |
| 4 | Self-attested copy of the PAN card. | |
| 5 | Self-attested copy of GSTIN. | |
| 6 | Self-attested copy of valid Registration number of the Firm /agency. | |
| 7 | Self-attested copy of valid License No. under Contract Labour (R&A) Act, 1970. | |
| 8 | Proof of experiences of last three financial years along with satisfactory performance certificates from the concerned employers. | |
| 9 | Annual IT returns of previous three years (2020-21, 2021-22 and 2022-23) | |
| 10 | Short profile of the Organisation | |
| 11 | Self-attested copy of Power of Attorney | |
| 12 | Duly filled Annexures | |

**ANNEXURE-IV
(ON THE LETTER HEAD OF THE AGENCY)
UNDERTAKING**

To
The Joint Director,
Bankers Institute of Rural Development,
Mangaluru-575008

Name of the firm/Agency _____

Name of the tender _____ Due date: _____

Sir,

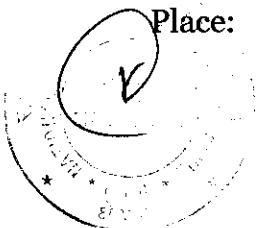
1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/we undertake to offer my/our services in conformity with scope/nature of work and the terms and conditions set out in the tender document. I/We confirm that the tender submitted by me/us is confirming to all the terms and conditions mentioned in the tender document.
4. I/We abide by the provisions of Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, 1970 and other statutory provisions like Provident Fund Act, ESI, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
5. I/We do hereby undertake to provide quality pest control services as mentioned in the tender document.

(Signature of the Tenderer)

Name and Address of the Tenderer:

Date:

Place:



ANNEXURE-V

BANKERS INSTITUTE OF RURAL DEVELOPMENT, MANGALURU

FORM OF AGREEMENT

THIS AGREEMENT is made on the _____ day _____ (Month) _____ (Year) between National Bank for Agriculture and Rural Development (NABARD) through the Joint Director, Bankers Institute of Rural Development, Mangaluru (hereinafter called "the BIRD, Mangaluru" which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part AND _____ (Name and address of the contractor) through Shri _____, authorized representative (hereinafter called "the contractor " which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing pest control services to its Campus situated at Krishna Nagar Road, Bondel, Mangaluru, Karnataka 575008, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns the conforming party to the agreement.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - a. Letter of acceptance of award of contract;
 - b. Terms and Conditions;
 - c. Notice inviting Tender and the terms and conditions contained in the Tender;
 - d. Bill of Quantities;
 - e. Scope of work;
 - f. Addendums, if any; and
 - g. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the BIRD, Mangaluru to the Contractor as hereinafter mentioned, the Tenderer hereby covenants with the BIRD,

Mangaluru to execute the pest control services w.e.f _____ as per the provisions of this Agreement and the tender document.

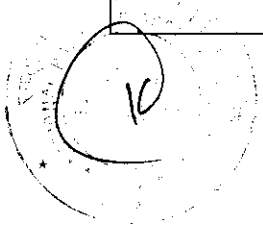
4. The BIRD, Mangaluru hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per this Agreement and tender document, the contract price of Rs. _____ (Rupees _____)

5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions therefrom as may be made under the provisions of the contract at the times in manner prescribed by the contract.

6. In case, any dispute or issue arises regarding the interpretation of any of the clauses of this agreement or of any of the documents prepared or to be prepared in this regard, the contents of the Tender Documents shall prevail over this agreement and /or any other document.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

| | |
|---|---|
| <p>(Signature of the contractor) Name and Address of the contractor.</p> <p>Telephone No.</p> | <p>Signature of Authorized Signatory of Bankers Institute of Rural Development, Mangaluru</p> |
| <p>(Signature of Witness 1) Name of Witness</p> <p>Address of Witness</p> | <p>(Signature of Witness 1) Name of Witness</p> <p>Address of Witness</p> |
| <p>(Signature of Witness 2) Name of Witness</p> <p>Address of Witness</p> | <p>(Signature of Witness 2) Name of Witness</p> <p>Address of Witness</p> |



ANNEXURE-VI

FORMAT FOR CLIENT'S REPORT (ON CLIENT'S LETTER HEAD)

Performance details of the Firm: M/s

Located at:

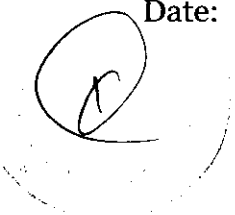
| | | |
|----|--|--|
| 1 | Work order/reference No. | |
| 2 | Gross Value of the Contract (in Rupees) | |
| 3 | Date of commencement of Contract | |
| 4 | Whether the Service carried out as per agreement and the scope of the work entered with the Firm | |
| 5 | Reason for delay (if any) and whether any penalty/liquidated damage, if any, was imposed on the firm | |
| 6 | Comments on capabilities of the firm (indicate grading) | |
| a. | Quality of Security provided by the firm | Outstanding/Very Good/Good/Satisfactory/Poor |
| b. | Technical proficiency/competence | Outstanding/Very Good/Good/Satisfactory/Poor |
| c. | Integrity and reliability of the partners/proprietors of the firm | Outstanding/Very Good/Good/Satisfactory/Poor |
| d. | Integrity and reliability of the Personnel deployed | Outstanding/Very Good/Good/Satisfactory/Poor |
| e. | Dealings in the execution of the work, adherence to schedule and time | Outstanding/Very Good/Good/Satisfactory/Poor |
| 7. | Did the firm go for arbitration? | |
| 8. | Any other information in your view will help us in making our decision. | |

Signature of the Reporting Officer Place

(Office Seal)

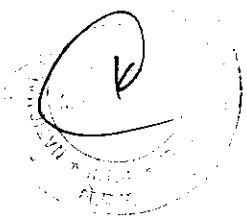
Place:

Date:



PART-II

FINANCIAL BID



PREAMBLE

Price Bid for pest control services:

- 1) Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. The Rates Quoted as per ANNEXURE-VII should be filled carefully.
- 2) In case the rates quoted are found unreasonable and do not conform to the specifications or stipulations given in the tender document, the financial bids submitted would be rejected outright and the final decision in this regard will be that of BIRD Mangaluru.
- 3) Rates quoted by the tenderer should include Tenderers Profit, materials required on monthly basis, tools, and equipment as per requirement, other overheads, etc. Tenderers may be advised to quote service charges after due diligence which should be reasonable and workable.
- 4) The rates quoted should include Goods and Services Tax. GST, as applicable, shall be paid depending upon the rate decided by Government of India from time to time.
- 5) Rates shall have to be quoted both in words and figures.
- 6) BIRD, Mangaluru does not bind itself to accept abnormally low bids. The rates quoted by the tenderer should be able to demonstrate the capability of the tenderer to deliver the contract at the offered price. Abnormally low bids will be subject to analysis by BIRD, Mangaluru. If required, BIRD, Mangaluru may call written clarification from the tenderer, including detailed price analysis of the Financial Bid. BIRD, Mangaluru reserves the right to reject the bid, if the bid is found to be abnormally low to deliver/perform the contract.
- 7) BIRD, Mangaluru, in no way, shall be liable for non-compliance with statutory obligations such as Minimum Wages, EPF and ESI.
- 8) An affidavit to the effect that bidder has not defaulted in payment of statutory dues like EPF/ESI/Service Tax and Income Tax to be submitted.
- 9) No escalation or increase in the rates will be given during the contract period, except due to revision of statutory taxes like GST to the relevant extent.
- 10) In case multiple L1 bidders, the final selection of bidder is done by GeM portal through system logic.

- 11) **The financial bids submitted in the format prescribed in Annexure-VII will only be considered for scrutiny.**
- 12) **The bid not adhering to above mentioned directions is liable to be rejected.**

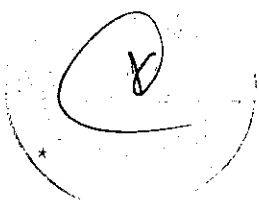
DECLARATION BY THE TENDERER

We/I have read and understood all the instructions/conditions made above and We/I have taken into account the above Instructions/Terms and Conditions while quoting the rates. We/I accept all the above Terms and Conditions without any reservation, in all respects.

SIGNATURE AND SEAL OF TENDERER:

DATE:

PLACE:



ANNEXURE-VII

Tender for Pest Control Services

Rates

| Sl. No. | Description | Amount in Rs. |
|----------------|--|----------------------|
| 1 | Integrated pest and snake management charges per month | |
| 2 | Applicable GST @18% | |
| 3 | Total Amount | |

Amount in words

.....

I/we declare that:

- a) The rates quoted are as per the conditions mentioned in this tender document.
- b) The charges for executing the work mentioned above is inclusive of the mandatory charges and other statutory provisions.
- c) The Financial Bid is liable to be rejected if any of the above rates are found not to be in compliance with the respective statutory laws.

SIGNATURE OF THE TENDERER WITH SEAL

DATE:
PLACE:

