

**INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH  
GOREGAON (EAST), MUMBAI**

**TENDER DOCUMENT FOR**

**Annual Service Contract for Pest Control at IGIDR Campus**

NIT No: IGIDR/Tender/2023/ED/06 Date: 13.02.2023

**INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH**

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Gen. A.K. Vaidya Marg, Film City Road, Santosh Nagar, Goregaon (East), Mumbai-400065.

Telephone: 022 6909 6200/9892910366; Fax: 022 6909 6399.

**INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, MUMBAI**

**Notice Inviting Tender**

“NAME OF THE WORK: **Annual Service Contract for Pest Control at IGIDR Campus** at INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, GOREGAON, MUMBAI – 400 065.”

1. Institute invites sealed bids from reputed & qualified contractors for the following work:

<b>Name of work</b>	<b>Estimated Cost (INR)</b>	<b>EMD (INR)</b>	<b>Period of Contract</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>
<b>Annual Service Contract for Pest Control at IGIDR Campus</b>	<b>6,30,000/-</b>	<b>12,600.00</b>	<b>01/04/2023 to 31/03/2024</b>

2. The tenders in two bid systems are invited for the work mentioned above. IGIDR reserves its right to award the work to the successful bidder.
3. Bidder has to submit Earnest Money Deposit **Rs. 12,600.00** (Rupees Twelve thousand Six hundred only) along with the bid.
4. The tender bids in two bid systems are invited through two separate Emails to [tender@igidr.ac.in](mailto:tender@igidr.ac.in): “**Email-1: EMD and Pre-qualification/Technical Bid**” and “**Email-2: Financial bid**”. The subject of the email should be mentioned as “**Email-1: EMD and Pre-qualification/Technical Bid for “Annual Service Contract for Pest Control at IGIDR”**” and “**Email-2: “Financial Bid for Annual Service Contract for Pest Control at IGIDR”**” respectively. **All the bid documents should be attached as a PDF or zip file, and the financial bid file should be protected with a password.**
5. The last date of submission of the Tender document shall be up to **03:00 PM on 06.03.2023**
6. The Institute reserves the right to reject any prospective application without assigning any reasons whatsoever.

REGISTRAR

**SECTION-A\***

LETTER OF OFFER

Date \_\_\_\_\_

To,  
The Registrar,  
Indira Gandhi Institute of Development & Research,  
Gen. A.K. Vaidya Marg, Film city Road,  
Goregaon (East), Mumbai 400065.

**Subject:** Tender for “Annual Service Contract for Pest Control” at IGIDR Campus, Mumbai.

**Reference:** NIT No. IGIDR/Tender/2023/ED/06 Date: 13.02.2023

Dear Sir,

With respect to your tender mentioned above, we hereby submit our tender in the required format along with our company Profile and supporting documents.

Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit the EMD and pay to the IGIDR the amount mentioned in the said Conditions.

I/We have deposited **NEFT/DD/FDR/BG** of Rupees Twelve Thousand Six Hundred only or valid MSME registration Certificate as an earnest money deposit to the IGIDR, which will not bear any interest. Should I/We fail to execute the contract when called upon, I/We hereby agree that this sum shall be forfeited by me/us to the IGIDR.

I / We have carefully gone through the prescribed terms and conditions, and I / We accept the same without any alterations/modifications.

Yours faithfully,

**Signature**

Name & seal of Bidder

*\*The bidder should submit on their letterhead duly signed and stamped on it.*

**SECTION - 'B'**  
**GENERAL INSTRUCTIONS TO BIDDERS**

Tender bids through email should be addressed to The Registrar, Indira Gandhi Institute of Development Research, Goregaon (East), Mumbai-400065.

1. Bidder has to submit Earnest Money Deposit of **Rs. 12,600/-** (Rupees Twelve thousand Six hundred only) through **NEFT/DD/FDR/BG** to “INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, MUMBAI” **Account no. 010220100010001, IFSC code: BKID0000102**, Branch name: IGIDR, **Bank Name: Bank of India** and UTR number with a screenshot of the transaction should be included in the part of the tender document towards Earnest money.
2. **The bidders registered under MSME are exempted from submission of EMD, but they should submit the necessary copy of the MSME certificate for exemption.**
3. The tender bids in two bid systems are invited through two separate Emails to [tender@igidr.ac.in](mailto:tender@igidr.ac.in): “**Email-1: EMD and Pre-qualification/Technical Bid**” and “**Email-2: Financial bid**”. The subject of the email should be mentioned as “**Email-1: EMD and Pre-qualification/Technical Bid for Annual Service Contract for Pest Control at IGIDR**” and “**Email-2: Financial Bid for Annual Service Contract for Pest Control at IGIDR**” respectively. **All the bid documents should be attached as a PDF or zip file.**
4. All the required documents should be scanned and merged into a single PDF file or zipped into a single file and attached to the respective Emails. **The Financial bid should be attached as a PDF document protected with a password, and the password will be shared during the financial bid opening through an online meeting. The bidder should keep their password secure and be required to give only when asked for a financial bid opening in an online meeting. If a bidder cannot attach a single bid file to an email, they can split their bid and submit it in multiple emails with mentioning in the email subject as Part-I, II, III.... etc.**
5. The bids will be received up to **03:00 PM on 06.03.2023**. Each copy of the tender document is under their stamp and signature. Under any circumstances, no tender will be accepted after 03:00 PM on 06.03.2023.
6. The Email bid with the subject “**EMD & Pre-qualification/Technical Bid for Annual Service Contract for Pest Control Services at IGIDR**” shall be opened by the tender opening committee on the next working day **07.03.2023, at 11:30 AM** through an online meeting platform. The link to the meeting will be shared with participating bidders. In case the government declares a holiday on the day of opening the bids, the bids will be opened on the next working day at the same time.

7. The Email bid with the subject “Financial bid for Annual Service Contract for Pest Control Services at IGIDR” of only qualified bidders will be opened. The Institute shall inform the date of financial bid opening and link for online meeting to the qualified bidders. **The bidders should provide the password of the financial bid PDF file during the opening of the financial bid. If the bidder can NOT give a password for the financial bid at the opening, then their bid shall be rejected.**
8. The tender bid shall remain valid for acceptance by the Institute for Three months from the date of opening of the bid, which may be extended by mutual agreement. The bidder shall not cancel or withdraw the tender during this period.
9. The bidder must use only the tender forms issued by the Institute to fill in the rates. Any addition/alteration in the text of the tender document made by the bidder shall not be valid and be treated as null and void.
10. The Tender form must be filled out in English. If any documents are missing or unsigned, the tender may be considered invalid by the Institute at its discretion.
11. Rates should be quoted both in figures and in words in the columns specified. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void at the Institute's option. No advice, especially on any change in rate specifications after the opening of the tender, will be entertained.
12. Each Page of the Tender Documents should be stamped and signed by the authorized person or persons submitting the Tender in token of his/their having acquainted himself/themselves with the General terms & conditions, specifications, special conditions of contract, etc., as laid down. Any Tender with any of the documents not so signed will be rejected.
13. A tender that EMD does not accompany will not be considered. The EMD will be returned to the bidder if their tender is not accepted by the Institute but without Interest. The EMD paid by the successful bidder shall be held/encashed by the IGIDR as security for executing and fulfilling the contract. No interest shall be paid on this deposit. The successful bidder's Earnest Money Deposit (EMD) may be converted into a Performance Security Deposit. The security deposit of the successful bidder will be forfeited if they fail to comply with any of the contract conditions. No interest will be paid on Security Deposits withheld by the Institute.
14. The Institute does not bind itself to accept the lowest bid and reserves the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.
15. Institute reserves the right to subdivide the work mentioned in the tender among two or more bidders at its discretion. The successful bidders will have to execute orders for part of the items placed with them at the quoted rates. Institute also reserves the right to increase or decrease the quantities and omit

any work item after the order is placed. The successful bidder shall execute the same without claiming anything extra. In this context, the rates quoted for each item must be self-supporting and relevant.

16. On receipt of intimation from the IGIDR of the acceptance of his/their tender, the successful bidder shall be bound to sign the formal agreement. Within seven days, the successful bidder shall sign a contract and the Schedule of Conditions but the written acceptance by Indira Gandhi Institute of Development Research and the contractor so, whether a such formal agreement is or is not subsequently executed. The successful bidder shall bear the cost of necessary Stamp paper for execution of the agreement.
17. No bidder will be allowed to withdraw after submission of the tender; otherwise, the EMD submitted by the bidder would stand forfeited. If the successful bidder declines the offer of contract (or refuses to acknowledge or execute the contract within 15 days of award of order), for whatever reasons, their EMD will be forfeited.
18. The rates quoted in the bid shall include all charges like materials/chemicals rates, manpower salary and statutory benefits as per minimum wages act, applicable GST, Management overhead/profit, transportation, loading, and unloading, any other tax and duty, or other levies, whether existing or future, levied by the Central Government or any State Government or Local Authority, if applicable. No claim in respect of GST or any other tax, duty, or levies, whether existing or future, shall be entertained by the Institute.
19. **The intending bidder can obtain any clarifications regarding the tender document, technical scope, etc., if any, by contacting Mr. Amit Gaikwad (Estate Officer) by email at [amitg@igidr.ac.in](mailto:amitg@igidr.ac.in) or mobile - 9881070122 or from the Estate Department of the Indira Gandhi Institute of Development Research, Goregaon (E), Mumbai-400 065 on any Institute`s working day (Monday to Friday).**

I/We hereby declare that I/we have read and understood the above instructions, and the same will remain binding upon me/us.

Place :

Signature of Bidder with seal

Date :

**SECTION-‘C’**  
**SPECIAL CONDITIONS**

1. The workmen will not be allowed to stay within the premises.
2. Permission required from the local bodies, if any shall be obtained by the successful bidder at his cost.
3. The Successful Bidder shall offer employment to the existing workmen (hereinafter referred to as “the existing Workmen”) currently carrying out the said work as contemplated by the present Tender. If the said workmen accept the offer for an employment, the Successful Bidder shall absorb the said workmen into their organization and deploy them for the purposes of the present Tender. All obligations towards their employment shall be borne by the Successful Bidder.
4. The successful bidder shall employ adequate number of person/persons as agreed to the Institute for satisfactory fulfillment of his contractual obligations as per this Agreement and shall provide adequate number of persons with appropriate training and experience, at its own expense, for the proper discharge of the responsibilities entrusted to them.
5. The successful bidder shall decide the mode and manner of work to be done by his workmen.
6. The successful bidder should prepare report for each service signed by the occupants or concerned authority and should be attached along with the monthly bill.
7. The successful bidder shall comply with the Labour acts or any other Labour Laws in force from time to time for all of the workers employed or absorbed by him.
8. The contractor shall before commencing work prepare a detailed work program which shall be approved by the Institute.
9. In case the successful bidder contravenes any provisions of the law, and the Institute suffers any damage or loss or harm due to any acts of commission or omission of the Contractor, the Contractor is bound to indemnify the Institute. The Contractor shall also be responsible for the discharge of all legal liabilities towards the Institute and also for observing all laws and Government rules relating to labour laws.
10. The successful bidder has to obtain permission from the local authorities as per the existing local bye laws for such works and the charges/fees if any, has to be borne and paid by the contractor.
11. The successful bidder should have valid labour license from Labour Commissioner wherever the number of laborers’ engaged is 50 or more.

12. The successful bidder shall have the addresses and photographs of their workmen being engaged by them for the said work. The entry of workmen will be allowed inside the building only on producing the photo pass issued by the Institute.
13. The successful bidder has to lineup the candidates/staff to be deputed for the said contract in the Institute, and the Institute reserves the right to select the candidates from the same.
14. The successful bidder has to transfer the payment of wages to his labour/staff to their respective bank account only before the 07<sup>th</sup> day of every month. The successful bidder shall attach copy of the bank statement for salary transfer to his staff, Salary statement, copy of ESIC challan & payment receipt, PF challan with ECR statement, PF payment receipt, GST challan, Screenshot of GDTR-1, etc. to be furnished along with the next month's bill.
15. The contractor should submit the following documents within 7 days of issuance of work order.
  - a. Workmen Compensation Policy for all the employees/workers to be deputed on the site as per the workmen compensation act which should also cover hospitalization. This policy will be additional to the ESIC and the amount paid towards the Workmen Compensation Policy would be reimbursed by the Institute after submission of Policy document and payment receipt.
  - b. Contract agreement of Rs.100/- stamp paper duly notarized (Draft enclosed along with Tender).
  - c. Police verification and medical of the personnel/ labors to be engaged and deployed on site.
  - d. Documents of labor engaged mentioning their bio-data and Xerox of Aadhar & Pan Card along with One Photograph etc.
16. The successful bidder should submit the MSDS of chemicals to be used for pest control service for the approval of the institute.
17. The successful bidder should submit the delivery challan for chemicals/materials used for pest control services as approved by the institute.

We hereby declare that I/we have read and understood the above terms and conditions that form part of the Formal Contract to be executed between us and the Institute. The same shall be binding upon me/us upon being declared as the Successful Bidder.

Place :

Date :

Signature of Bidder with seal



**SECTION 'D'**  
**TERMS AND CONDITIONS**

Upon the declaration of an intending bidder to be the successful bidder by the Institute, they shall be subject to the following terms and conditions that shall form part of the formal contract to be executed with the Institute.

1. The successful bidder shall not assign the sub-contract. He shall not sublet any portion of the contract except with the written consent of the IGIDR. In case of breach of these conditions, the IGIDR may serve a notice in writing on the Contractor rescinding the contract.
2. The successful bidder shall carry out all the work strictly in accordance with scope of work, specifications and as per detailed instructions of the Institute.
3. The successful bidder must co-operate with the other contractor appointed by the Institute so that the work shall proceed smoothly to the satisfaction of the Institute.
4. The work has to be carried out with least inconvenience to the staff/occupants.
5. In all matters of dispute arising on the work, the matter shall be referred to **Registrar Indira Gandhi Institute of Development Research, Goregaon** for a decision.
6. **Arbitration Clause:** In the event that the Successful Bidder is not satisfied by the decision of the Registrar, Indira Gandhi Institute of Development Research, the dispute shall be settled by arbitration in accordance with the provisions of arbitration and conciliation act, 1996 or any enactment thereof. The Arbitral Tribunal shall consist of one arbitrator, to be appointed by the Institute. The place of arbitration shall be Mumbai and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made in Mumbai. The arbitration proceedings shall be conducted in the English language and any award or awards shall be rendered in the English language. The procedural law of the arbitration shall be the Indian law. The award of the arbitral tribunal shall be final, conclusive and binding upon the Successful Bidder and the Institute.
7. **Insurance Clause:**  
  
The successful bidder shall be responsible for all injury to person, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-Contractor's employees, whether such injury or damage arise from carelessness, accident or any other case whatever in any way connected with the carrying out of the contract.
8. **Performance Security Deposit (PSD):**  
  
The successful bidder will have to deposit a Performance Security Deposit of **5%** of the total value of contract amount for one year, subject to the revision at the time of placing the work order, within 15

days of the receipt of the formal order. The performance security will be furnished in the form of an account payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from a commercial bank drawn in favour of “The Registrar, Indira Gandhi Institute of Development Research, Mumbai” payable at Mumbai. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the service provider. The security deposit of the successful bidder will be forfeited if they fail to comply with any of the conditions of contract. No interest will be paid on Security Deposit withheld by the Institute.

**9. Payment Terms:**

Payment shall be made to the contractor after successful completion of monthly service within ten days of submission of certified invoice along with supporting documents.

- 10. Tenure of Contract:** Initially the contract period shall be **one** year w.e.f. **1<sup>st</sup> April 2023 to 31<sup>st</sup> March 2024** however it can be extended for further 02 years based on review of performance of successful bidder on yearly basis on same rates (Except revision of DA as per Minimum Wages Act), terms & conditions.

**11. Penalty Clause:**

Penalty shall be applicable for poor service, non-effective service, non-carrying out the service, deficiency in quality/quantity of chemicals to be used for the supply and services of pest control. A penalty of **1%** to **maximum 5% per month** will be levied based on the work assessment by the institute and same will be binding on the successful bidder. Accordingly, the penalty amount shall be deducted from monthly bills of the successful bidder.

- 12.** Any damage cause to any of Institute’s properties shall be made good by the successful bidder at their own cost.

**13. Termination Clause:**

**13.1** Without prejudice to any other remedy available to the Institute, in case of default on the part of the successful bidder in the performance of this contract or in the discharge of any contractual obligations arising out of this contract or if the contractor commits substantial breach of his obligations and such breach is not corrected within 15 (fifteen) days from the date of receipt of the notice specifying the breach, by the successful bidder, the Institute may terminate this contract by giving a 30(thirty) days written notice of intended termination to the successful bidder.

**13.2** In the event of this Contract being terminated, the Institute shall be liable to make payments of the amount due under this Contract up to the effective date of termination for which services (including parts thereof) have been rendered by the successful bidder subject to clause 12.5 hereunder.

- 13.3 Notwithstanding anything contained herein above, the Institute may terminate this contract at any time by giving one month's notice to the successful bidder without assigning any reason thereof and without prejudice to the rights of the Institute to recover any money becoming due and payable to the Institute under this Contract. The successful bidder may terminate this Contract at any time by giving two months' notice to the Institute without assigning any reason thereof.
- 13.4 Forthwith on the expiry or earlier termination of this Contract, the successful bidder shall, return to the Institute all materials and equipment, belonging to the Institute with regard to this Contract. The Institute shall also intimate to the successful bidder a time when it can collect its equipment stored in the Institute and the successful bidder shall collect the same. In the event that the Contractor does not collect its equipment by the appointed time, the Institute shall not be liable for the same thereafter.
- 13.5 Forthwith on the expiry or earlier termination of this Contract, the Institute shall determine the costs of execution, cost of remedying any defects (if any) and the cost of completion of the work (if required). The Institute shall be entitled to recover from the successful bidder the extra costs, if incurred, after adjusting the same against the Performance Security Deposit made by the successful bidder.
- 13.6 On the earlier termination of this Contract due to failure to discharge its duties, the Performance Security Deposit shall stand forfeited by the Institute.

I/We hereby declare that I/we have read and understood the above terms and conditions that form part of the Formal Contract to be executed between I/us and the Institute. The same shall be binding upon me/us upon being declared as the Successful Bidder.

Place :

Signature of Contractor  
With the seal of their company

Date :

## SECTION-‘E’

### PRE-QUALIFICATION CRITERIA

- **Pre-Qualification Documents to be submitted by Bidder along with Pre-qualification Bid:**
  - a) The bidder should have minimum **03** years’ experience for providing similar services in last 07 years.
  - b) The bidder should be registered with the appropriate registration authorities. Copy of Registration of under Shop & Establishment or Certificate of Incorporation or Affidavit/Partnership deed in case of firm to be submitted.
  - c) The bidder should have mandatory License for providing pest control services issued by the local body. Should submit a copy of valid License for Pest Control Service issued by the Department of Agriculture (GoM).
  - d) Copy of Registration of provident fund and ESIC.
  - e) Copy of Registration of Goods & Service Tax and PAN
  - f) Copy of Registration of Labour License if applicable.
  - g) The bidder should have an average annual turnover of **INR 10.00 Lakh** for providing pest control services only in the last three financial years i.e., FY 2019-20, FY 2020-21 & FY 2021-22. The bidder will submit the audited balance sheets and P & L account statements or CA certificate for above three financial years duly certified by the CA.
  - h) The bidder should have successfully completed the annual services contracts of Pest control during last 07 years ending last month of date of publication of tender either of the following-
    - (i) At least **01** similar work of costing not less than **INR 5.04 Lakh** in one organization only.  
**or**
    - (ii) At least **02** similar works of costing not less than **INR 3.15 Lakh** in different organizations.  
**or**
    - (iii) At least **03** similar works of costing not less than **INR 3.78 Lakh** in different organizations.  
**(Bidder should submit the copy of completed Work order along with completion certificates).**
  - i) The bidder should have at least one full time staff/employee or proprietor with requisite qualification i.e. **B.Sc. Agriculture** and should submit the certificate.
  - j) Bidder should submit the list of clients along with name & contact number of representatives.
  - k) Copy of certificate of appreciation if any.
  - l) Either the Registered Office or one of the Branch Offices of the bidder should be located in territory of MMRDA region (copy of appropriate address to be submitted).

Bidders must submit documentary proof in support of meeting each of the above minimum qualification criteria. A simple undertaking by the bidder for any of the stated criteria will not suffice the purpose. All documentary proof must be listed on the letter pad of the company and enclosed in a

cover, to be submitted along with the qualification bid (Email-1) duly stamped and signed by the authorized person of the agency.

- **Information to be furnished by the bidder:**

<b>Sr. No.</b>	<b>Item</b>	<b>Information to be filled by Bidder</b>
1	Name of the bidder	
2.	Address	
2	Telephone Number: Office /Residence: Mobile Number: Fax No. E-Mail address-	
3	Details of Registration (number & date)	
4	Month and Year in which the firm / company was formed/ incorporated.	
5	Type of organisation (Sole Proprietor, Partnership, Pvt. Ltd., Public Ltd., etc.)	
6	Enclose copy of partnership deed, Articles of Association or Affidavit (in case of firm)	
7	Average Annual Turnover of Last Three Financial Year (attached audited balance sheet & profit & Loss account)	FY 2019-20: FY 2020-21: FY 2021-22:
8	Bank Account details	A/C No. Name of Bank: IFSC:

**SECTION-'F'**  
**TECHNICAL BID**

**1. Schedule of Manpower Deputation:**

- a. The successful bidder should depute **full time trained & experienced operator (Skilled Staff)** at the Institute to carry out pest control services.
- b. The operator shall report to the Estate Department from **Monday to Saturday** and he should be available at the institute every day **8 hours** duty from **10.00 am to 6.00 pm**.
- c. The salary wages to **skilled operator** shall be paid as per the minimum wages act with statutory benefits. The bidder should submit the monthly salary break up of operator as per **Annexure-A** in Financial Bid
- d. The contractor or his representative having qualification of **Graduate in Agriculture** should visit to the institute **twice in a month** for inspection, guiding the operator and supervision of services.

**2. Nature of service and Areas to be covered:**

- **Total plot area of the institute campus = 56,251 Sq. Mtrs.**
- **Total Built up Area on the institute campus = 26,284 Sq. Mtrs.**

- I. General Pest Control:** The eradication of Cockroaches, Mosquitoes, Flies, Lizards, ants, Termite, bugs etc. through the use of permitted insecticides as per Government of India and WHO norms.
- II. Termite Control:** The Pest control for termites and white ants should cover all the places as mentioned and should leave no space unattended.

**A) Monthly Service (General Pest & Termite Control):**

- 1) **Campus Areas:** Administration Block (2 floors), Auditorium, Recreation Buildings, Swimming Pool areas, Electrical Sub-stations, Cafeteria, Library, Seminar rooms, Conference rooms, Classrooms, Research Blocks- 1, 2 & 3, Director Bungalow, Guest House Rooms, corridors & Dining Hall-kitchen, and also including all Campus common areas such as Staircases, Lobbies, Corridors, ramps etc.
- 2) New Hostel surrounding Campus
- 3) Hostel Corridors
- 4) Lobby between rooms of Hostel

**Total Approx. Area – 1, 50, 000 Sq. Ft.**

**B) Bi-Monthly Service (General Pest & Termite Control):**

- 1) 72 Residential Flats – Approx. Area 66,038 Sq. Ft.
- 2) New Hostel Building
  - a) 70 student Rooms- Approx. area 12,250 Sq. Ft.
  - b) 2<sup>nd</sup> Floor common rooms- Approx. area 3,675 Sq. Ft.

**Total Approx. Area – 81,963 Sq. Ft.**

**III. Rodent/Mice Control Service:**

- 1) Rodent and Rat/Mice inside the building, gardens, drains and open areas should be controlled including required materials
- 2) Total area of the Institute campus **56,251 sq. mtr.** including built-up areas, corridors, passages, sewerage chambers, sewerage lines, drains, open & landscape areas etc. – **Once a Month**

**IV. Snake Repellent service:**

- 1) The snake repellent treatment shall be provided at surrounding of the buildings on the campus as and when required along with **monthly service**.

**V. Fogging Treatment:**

- 1) Fogging Treatment in Entire Campus including common areas such as all Staircases, Lobbies, Corridors, open passages, parking lots, roads, pathways, Ramps etc. – **Once a Week**

**3. Scope of Work:**

- 2.1 Gel and Chemical spray Treatment (**Herbal or / and Odourless**) to be given alternatively **every two months** in all Residential Flats (**72 Flats**) & New Hostel rooms (**70 rooms**) as per above clause-‘**I & II-B**’ (**Total Approx. Area -81,963 sq. ft.**).
- 2.2 Gel and Chemical Spray treatment to be given **every month** in all areas of Administration Block, Auditorium, Recreation buildings, Swimming Pool., Electric Sub-stations, Cafeteria, Library, Research Blocks- 1, 2 &3, Director Bungalow, Guest House Rooms & Dining Hall-kitchen, Swimming Pool Changing Rooms, New Hostel Campus, Corridors, Lobby between Rooms, etc.
- 2.3 Carrying out pest control treatment in all the common areas in the campus such as staircases/lobbies/passages/corridors/recreation clubs etc. **once in a month** including opening of Sewerage chamber Manhole covers and spraying ISI approved chemical (natural oil base) in proportion specified (**Total Approx. Area for 2.2 & 2.3 = 1, 50, 000 sq. ft.**).

- 2.4 Disinfestation treatment in common areas, inspection chambers, gully traps, pump rooms, meter rooms, stair cases, lobbies etc. have to be carried out once in a month.
- 2.5 **Rodent control:** The rodent/Rat/Mice control treatment must be carried out **every month** wherever required in the campus. Rodent inside building should be controlled by: (i) Catching Rats or reptiles, (ii) Placing a glue mat or (iii) Placing ultra sound devices as may be required in multiple numbers on all floors or (iv) Doing permitted spray or putting herbal / chemical tablets / cake etc. to keep rats and rodents away from building areas or force rats / rodents to move outside from. It should be ensured that such chemicals should not be put so that rats/ rodents/reptiles would die inside the building or above the false ceiling.
- 2.6 Fogging treatment with chemical Deltamethrin 1.25% ULV should be given once a week for Entire Campus including common areas such as Staircases, Lobbies, Corridors, open passages, parking lots, roads, Ramps etc. as mentioned in above ‘**Clause-V**’.
- 2.7 The representative of the contractor will visit at least **twice in a month** to receive instructions and immediate steps will be taken to attend to problems pointed out by the Institute.
- 2.8 The contractor should give special effective treatment in the institute’s Dining Hall, kitchen and Cafeteria to rid of cockroaches and bugs on regular basis.
- 2.9 The contractor should use the chemicals or materials only as approved by the Institute.
- 2.10 The contractor to submit the detail schedule and methodology with chemical MSDS and required quantity per month for the treatment before commencing the work.
- 2.11 When monthly treatment is given to any of the Institute premises/full details with the bill duly certified by the concerned person is essential for settling of bills. Proportionate amount will be deducted from the bill not servicing during any particular period.

**4. Consumption of Chemicals for Pest control treatment (To be filled by bidder):**

Sr. No.	Pest Control Treatment	Name of Chemical	Ratio to Use
1	General Pest control (Mosquitoes, Flies, Lizards, and Bugs etc.) : Gel		
2	General Pest control-Cockroaches: Gel Baiting		
3	General Pest control: Spraying		
4	Termite/Ants Control: Spraying		
5	Rodent and Mice Control: Spraying, Tablet & Cake		
6	Snake Repellent Service		
7	Fogging Treatment		



#### 5. Approved/Preferred Brands/Manufacturer of Chemicals for Pest Control:

Sr. No.	Type of Treatment	Manufacturer Name	Bidder to Specify
1	Chemical for Fogging	Bayer / Arbuda / UPL / Heranba / Sandya Organic	
2	Chemicals for Pest control treatment	Bayer / Arbuda / UPL / Heranba / Singenta / Samyak Exim / Rallis	
2	Herbal chemicals for Pest control Treatment	Osolin Organics / Syngenta / Sandya Organic / Herbal Strategi	

#### 6. Materials and Articles:

1. The contractor shall provide all necessary materials, items and articles required to carry out pest control services in the campus for satisfactory performance of contract obligations.
2. The Contractor using any materials and/or items, the same should be sanctioned by the Institute.
3. The Contractor shall be responsible for use of any materials and has to maintain and upkeep the same in proper order.
4. In respect of raw materials, the Contractor shall maintain proper register and give account of the raw materials consumed.

Date:

Signature of the bidder with seal

**SECTION-‘G’**  
**ARTICLES OF AGREEMENT**

**AGREEMENT FOR ANNUAL SERVICE CONTRACT OF PEST CONTROL SERVICES**

THIS CONTRACT AGREEMENT (“Agreement”) made at Mumbai on this **1<sup>st</sup> April 2023**

BETWEEN

**INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH**, a Society established by Reserve Bank of India and registered under Societies Registration Act, 1860 and having its office at Gen A. K. Vaidya Marg, Goregaon (East), Mumbai – 400 065, hereinafter referred to as “the Institute” (which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns) of the One Part;

**AND**

M/S \_\_\_\_\_, a Proprietary concern of Mr. \_\_\_\_\_ and having its office at \_\_\_\_\_ (address). Hereinafter referred to as “**the Contractor**” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his heirs, administrators and executors) of the other Part.

**WHEREAS**

**WHEREAS** IGIDR desirous of awarding the contract for Annual Pest control services at its campus situated at Gen. A.K. Vaidya Marg, Santosh Nagar, Goregaon (East), Mumbai 400065, issued a Tender dated \_\_\_\_\_ 2023 (“the Tender”) inviting bids for procuring certain as stated therein.

**AND WHEREAS** after having studied the terms of the Tender and upon understanding the requirement of IGIDR, the Contractor has submitted his response vide his letter dated \_\_\_\_\_ 2023.

**AND WHEREAS** considering the response of the Contractor, IGIDR has agreed to appoint the Contractor and the Contractor has agreed to undertake the contract for Annual contract of pest control services at IGIDR campus situated at Gen. A. K. Vaidya Marg, Santosh Nagar, Goregaon (East), Mumbai 400 065 according to the terms and conditions herein.

**NOW THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:**

**1. TERM**

This Agreement shall be valid for a period of one year from **1<sup>st</sup> April, 2023** unless terminated in terms of Clause No. 9 of this agreement.

**2. PAYMENT TERMS:**

2.1 IGIDR will pay an aggregate sum of **Rs..... per annum** to the Contractor for the services to be rendered by the Contractor under this Agreement. The amount is inclusive of GST.

2.2 The Contractor shall raise a detailed original invoice on monthly basis to IGIDR and IGIDR shall release the payment within 10 days of receipt of the duly completed Invoice. IGIDR shall make applicable deductions or withholdings of taxes as prescribed under Income Tax Act, 1961 or other applicable laws out of the payments to the Provider. TDS certificate shall be issued on a quarterly basis.

**3. SCOPE OF THE CONTRACTOR'S WORK:**

3.1 Gel and Chemical spray Treatment (**Herbal & Odourless**) to be given alternatively **every two months** in all Residential Flats (**72 Flats**) & New Hostel rooms (**70 rooms**) as per above clause-'**I & II-B'** (**Total Approx. Area -81,963 sq. ft.**).

3.2 Gel and Chemical Spray treatment to be given **every month** in all areas of Administration Block, Auditorium, Recreation buildings, Swimming Pool., Electric Sub-stations, Cafeteria, Library, Research Blocks- 1, 2 &3, Director Bungalow, Guest House Rooms & Dining Hall-kitchen, Swimming Pool Changing Rooms, New Hostel Campus, Corridors, Lobby between Rooms, etc.

3.3 Carrying out pest control treatment in all the common areas in the campus such as staircases/lobbies/passages/corridors/recreation clubs etc. **once in a month** including opening of Sewerage chamber Manhole covers and spraying ISI approved chemical (natural oil base) in proportion specified (**Total Approx. Area for 2.2 & 2.3 = 1, 50, 000 sq. ft.**).

3.4 Disinfestation treatment in common areas, inspection chambers, gully traps, pump rooms, meter rooms, stair cases, lobbies etc. have to be carried out once in a month.

3.5 **Rodent control:** The rodent/Rat/Mice control treatment must be carried out **every month** wherever required in the campus. Rodent inside building should be controlled by: (i) Catching Rats or reptiles, (ii) Placing a glue mat or (iii) Placing ultra sound devices as may be required in multiple numbers on all floors or (iv) Doing permitted spray or putting herbal / chemical tablets / cake etc. to keep rats and rodents away from building areas or force rats / rodents to move outside from. It should be ensured that such chemicals should not be put so that rats/ rodents/reptiles would die inside the building or above the false ceiling.

- 3.6 Fogging treatment with chemical Deltamethrin 1.25% ULV should be given once a week for Entire Campus including common areas such as Staircases, Lobbies, Corridors, open passages, parking lots, roads, Ramps etc. as mentioned in above 'Clause-V'.
- 3.7 The representative of the contractor will visit at least **twice in a month** to receive instructions and immediate steps will be taken to attend to problems pointed out by the Institute.
- 3.8 The contractor should give special effective treatment in the institute's Dining Hall, kitchen and Cafeteria to rid of cockroaches and bugs on regular basis.
- 3.9 The contractor should use the chemicals or materials only as approved by the Institute.
- 3.10 The contractor to submit the detail schedule and methodology with chemical MSDS and required quantity per month for the treatment before commencing the work.
- 3.11 When monthly treatment is given to any of the Institute premises/full details with the bill duly certified by the concerned person is essential for settling of bills. Proportionate amount will be deducted from the bill not servicing during any particular period.

#### **4. NATURE OF SERVICE AND AREAS:**

- **Total plot area of the institute campus = 56,251 Sq. Mtrs.**
  - **Total Built up Area on the institute campus = 26,284 Sq. Mtrs.**
- I. General Pest Control:** The eradication of Cockroaches, Mosquitoes, Flies, Lizards, ants, Termite, bugs etc. through the use of permitted insecticides as per Government of India and WHO norms.
- II. Termite Control:** The Pest control for termites and white ants should cover all the places as mentioned and should leave no space unattended.

##### **A) Monthly Service (General Pest & Termite Control):**

- 5) **Campus Areas:** Administration Block (2 floors), Auditorium, Recreation Buildings, Swimming Pool areas, Electrical Sub-stations, Cafeteria, Library, Seminar rooms, Conference rooms, Classrooms, Research Blocks- 1, 2 & 3, Director Bungalow, Guest House Rooms, corridors & Dining Hall-kitchen, and also including all Campus common areas such as Staircases, Lobbies, Corridors, ramps etc.
- 6) New Hostel surrounding Campus
- 7) Hostel Corridors
- 8) Lobby between rooms of Hostel

**Total Approx. Area – 1, 50, 000 Sq. Ft.**

##### **B) Bi-Monthly Service (General Pest & Termite Control):**

- 3) 72 Residential Flats – Approx. Area 66,038 Sq. Ft.
- 4) New Hostel Building
  - a) 70 student Rooms- Approx. area 12,250 Sq. Ft.
  - c) 2<sup>nd</sup> Floor common rooms- Approx. area 3,675 Sq. Ft.

**Total Approx. Area – 81,963 Sq. Ft.**

**III. Rodent/Mice Control Service:**

- 1) Rodent and Rat/Mice inside the building, gardens, drains and open areas should be controlled including required materials
- 2) Total area of the Institute campus **56251 sq. mtr.** including built-up areas, corridors, passages, sewerage chambers, sewerage lines, drains, open & landscape areas etc. – **Once a Month**

**IV. Snake Repellent service:**

- 1) The snake repellent treatment shall be provided at surrounding of the buildings on the campus as and when required along with **monthly service.**

**V. Fogging Treatment:**

- 1) Fogging Treatment in Entire Campus including common areas such as all Staircases, Lobbies, Corridors, open passages, parking lots, roads, pathways, Ramps etc. – **Once a Week.**

**5. Materials and Articles etc.:**

- 5.1 The Contractor should purchase all required materials and/or items for treatment as sanctioned by the Institute.
- 5.2 The Contractor shall be responsible for its use and has to maintain and upkeep the same in proper order.
- 5.3 Similarly, any damage or loss caused to the equipment entrusted to the Contractor, the Contractor shall reimburse the payment of the same to the Institute.

**6. CONTRACTOR’S COVENANTS & RIGHTS:**

- 6.1 To perform the job as per the assignment, details of which are given in this Agreement.
- 6.2 To receive the payment from the Institute for performance of the job.
- 6.3. The Contractor shall decide the mode and manner of work to be done by his workmen.

- 6.4. The Contractor also will decide and take disciplinary action against the workmen if he is found to have committed any acts of misconduct and take disciplinary action as deemed necessary including discharge or dismissal after compliance with the Labour law. He shall also decide about the retrenchment etc.
- 6.5 In case the Contractor contravenes any provisions of the law, and the Institute suffers any damage or loss or harm due to any acts of commission or omission of the Contractor, the Contractor is bound to indemnify the Institute. The Contractor shall also be responsible for the discharge of all legal liabilities towards the Institute and also for observing all laws and Government rules relating to labour laws.
- 6.6 The Contractor shall for be responsible for any and all injuries to persons, animals or things and for all structural damage or loss to the Institute caused due to the negligence of the workmen employed by him and shall compensate or reimburse the Institute adequately for such loss which shall be assessed and determined by the Institute.
- 6.7 The Contractor shall, at the expiry or the termination of this Agreement after completion of terms of extension, if any, hand over the vacant possession of the Premises to the Institute.
- 6.8 The Contractor shall ensure that the workmen will not be allowed to stay beyond working hours within the premises.
- 6.9 The Contractor shall be responsible to obtain any and all permissions from the local municipal and statutory authorities to carry out any of the work under this Agreement and shall bear the costs towards the same.
- 6.10 The Contractor shall comply with all labor legislation and any other laws in force applicable to the workers employed by him.
- 6.11 The Contractor shall use approved brand materials if any required
- 6.12 The Contractor shall ensure that the information on all the workmen employed by him shall be furnished to the Institute and the Contractor shall ensure that the workmen carry the gate pass issued by the Institute.
- 6.13 The Contractor shall not assign or sub-contract the work or any part thereof under this Agreement without express written permission from the Registrar, Indira Gandhi Institute of Development Research, Goregaon.

## **7. INSTITUTE'S COVENANTS & RIGHTS:**

- 7.1 To provide the Contractor articles agreed to provide as mentioned in this Agreement.
- 7.2. To make payment to the Contractor as provided in this Agreement after receipt of certified invoice.
- 7.3 The Institute shall be at a liberty to forbid the employment of any person whom it may consider undesirable. The workers engaged by the Contractor shall be under the general discipline of the authority and shall conform to such directions as may be issued by the

Institute in respect of points of entry or routes of entry to and from the premises and in respect of the use of toilet and wash basin/rooms.

- 7.4. To deduct the amount from the bills of the Contractor proportionately to the defective job/work/performance.
- 7.5. To check up whether the Contractor has paid salary to his workmen and also have made payment in respect of provident fund, ESI or any other statutory dues.
- 7.6. The Institute will have right to deduct Income tax or TDS as applicable from time to time.
- 7.7. The Institute shall provide administrative assistance to the Contractor towards obtaining of any permissions from the municipal and statutory authorities for the work towards this Agreement.

## **8. INDEMNITY:**

- 8.1. The Contractor shall indemnify and keep harmless the Institute from any claim, damages, compensation, actions, losses, costs, charges, expenses, demands of whatsoever nature raised by any worker/employee of the Contractor engaged for the purpose under the Workman's Compensation Act, Employer's Liability Act or other Acts of a like nature respectively in force or under any circular, directions, notices, instructions issued by the various competent authorities from time to time so far as it relates to the employees of the Contractor.
- 8.2. In the event of any damage caused to properties belonging to the Institute or any other agency within the campus by the workers of the Contractor, appropriate amount shall be deducted from the Contractor's bill. If the amount exceeds the Contractor's bill the same shall be recoverable from the Contractor.
- 8.3. The Contractor shall indemnify the Institute against any claim of whatsoever nature raised by third parties in respect of the work done by the workmen of the Contractor under this Agreement.

## **9. TERMINATION:**

- 9.1 It is agreed, without prejudice to any other remedy available to IGIDR, in case of default on the part of the Contractor in the performance of this Agreement or in the discharge of any contractual obligations arising out of this Agreement or if the Contractor commits substantial breach of his obligations and such breach is not corrected within 30 (thirty) days from the date of receipt of the notice specifying the breach, by the Contractor, IGIDR may terminate this Agreement by giving a 30 (thirty) days written notice of intended termination to the Contractor.

9.2 In the event of this Agreement being terminated, IGIDR shall be liable to make payments of the amount due under this Agreement up to the effective date of termination for which services (including parts thereof) have been rendered by the Contractor.

9.3 Notwithstanding anything contained herein above, IGIDR may terminate this Agreement at any time by giving one month's notice to the Contractor without assigning any reason thereof and without prejudice to the rights of IGIDR to recover any money becoming due and payable to IGIDR under this Agreement. The Contractor may terminate this Agreement at any time by giving two months' notice to IGIDR without assigning any reason thereof.

9.4 Forthwith on the expiry or earlier termination of this Agreement, the Contractor shall, return to IGIDR all materials and equipment, belonging to IGIDR with regard to this Agreement.

**10. WAIVER:**

No forbearance, indulgence or relaxation's by any Party at any time to require performance of any provision of this Agreement shall in any way affect, diminish or prejudice the right of such party to require performance of that provision and any waiver by any party or any breach of any provisions of this Agreement shall not be construed as a waiver or an amendment of the provisions itself, or a waiver of any right under or arising out of this Agreement.

**11. ASSIGNMENT:**

The Contractor shall not assign or otherwise deal with all or any of his rights and obligations under this Agreement without the prior written consent of IGIDR

**12. SEVERABILITY:**

If any clause of this Agreement is found to be unenforceable under the applicable law, then that clause shall be deemed to be deleted as if it never formed part of the Agreement as long as such unenforceability subsists. However, the parties shall, to the maximum extent possible strive to achieve the commercial meaning of such deleted clause to the maximum extent possible under the applicable law.



**13. AMENDMENT:**

This Agreement may be amended, modified or supplemented only by a written instrument duly executed by a duly authorized representative of each of the parties.

**14. DISPUTE RESOLUTION:**

14.1 In the event there is any dispute arising in respect of the work, the dispute shall be referred to **The Registrar, Indira Gandhi Institute of Development Research, Goregaon** for a decision.

14.2 In the event that the Contractor disagrees with the decision made by The Registrar, Indira Gandhi Institute of Development Research, Goregaon, the dispute shall be settled by Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any enactment thereof. The Arbitral Tribunal shall consist of a Sole Arbitrator to be appointed by the Institute

14.3 The place of Arbitration shall be Mumbai and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made in Mumbai. The Arbitration Proceedings shall be conducted in the English language and any Award or Awards shall be rendered in the English Language. The procedural law of the Arbitration shall be the Indian Law. The Award of the Arbitrator shall be final, conclusive and binding upon the Contractor and the Institute.

**15. GOVERNING LAW AND JURISDICTION**

The law governing this Agreement shall be the laws of India, shall be limited to the Courts in Mumbai, irrespective of the place of the cause of action and rights and liabilities of the Parties hereto.

**16. STAMP DUTY:**

The Parties agree that stamp duty payable on this Agreement shall be borne and paid by the Contractor alone.

**IN WITNESS WHEREOF** the parties have hereto set and subscribed their respective hands and seals the day, month and year first above written.

Signed, sealed and delivered

for and on behalf of the Institute

\_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Counter-signed by:

In the presence of witnesses:

1. Signature \_\_\_\_\_

2. Signature \_\_\_\_\_

for and on behalf of

M/s.

\_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

In the presence of witnesses:

1. Signature \_\_\_\_\_

2. Signature \_\_\_\_\_

**Annexure – A\***

**FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARD TO BLACKLISTING/ NON- DEBARMENT, BY ORGANISATION UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT**

To,  
The Registrar  
Indira Gandhi Institute of Development Research  
Film City Road, Santosh Nagar,  
Goregaon (East),  
Mumbai – 400 065.

We hereby confirm and declare that we, M/s \_\_\_\_\_, is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.

For M/s \_\_\_\_\_

Authorized Signatory

Date:

*\*To be submitted on company letterhead duly signed and stamped on it.*