TENDER INVITATION

FOR

PEST CONTROL SERVICES
TERMS AND CONDITIONS OF TENDER NO.
NHAI/TENDER/ADMIN/PESTCONTROL/2010-2012

National Highways Authority of India (NHAI) is an autonomous body under Ministry of Road Transport & Highways having its HQrs. at Plot No.G5 & 6, Sector 10, Dwarka, New Delhi 110 075.

The building is centrally air-conditioned consisting of two-basements and six floors. The total area of the building is 1,50,000 sq. ft(approx). It is desired to keep all the areas free from pests like rodents, cockroaches, flies, mosquitoes, termite etc. and for this purpose employ contractors to arrange Disinfestations and Rodent control services at regular intervals.

1. Tenders should be sealed and superscribed “NHAI/TENDER/ADMIN/PEST CONTROL/2010-2012” and addressed to:

   Manager (Admn.1)-RD
   NHAI
   Plot No. G5 & G6, Sector-10
   Dwarka, New Delhi-110075

   and should be submitted latest by **11.00AM on 01.12.2010 at NHAI reception.** If delivered personally, in such case(s) the date and time of submission may also be superscribed on the envelope.

2. The technical Bid of the Tender will be opened in the presence of intending tenderers’ or their representative at **15.00Hrs. on 01.12.2010 at NHAI HQrs.** In case the date of opening of the Technical Bid happens to be a holiday, then the same will be opened on the next working day at the same time and venue.

3. NHAI reserves the right to award the contract to deserving parties either in full or in parts. The decision of NHAI is final and unquestionable.

4. NHAI reserves the right to terminate the contract without assigning any reason whatsoever.
5.0 INSTRUCTIONS TO THE TENDERERS:

5.1 Bid must be submitted giving complete details using enclosed tender papers.

5.2 The rates quoted should remain valid for complete contract period including any extension period.

5.3 Each page should bear the signature, date, name and title of the person signing the offer and a rubber stamp indicating the full name, address and phone No. and fax No. of the firm.

5.4 Bids containing erasures or alterations will not be considered, unless countersigned by the authorized signatory.

5.5 The total amount should be written both in figures and in words and if there is any discrepancy between the two, the lowest amount will only be accepted.

5.6 Bids, which do not comply with the above conditions, are liable to be rejected.

5.7 The Competent Authority shall be under no obligation to accept the lowest or any tender received in response to this tender notice and shall be entitled to reject any tender without assigning any reason whatsoever.

6.0 EARNEST MONEY DEPOSIT

6.1 Tenderers should submit an EMD of the amount of Rs.10,000/- (Rupees Ten Thousand only). EMD amount should be submitted by way of a crossed Demand Draft favouring “NHAI, Delhi”. This amount will be returned interest free to the unsuccessful tenderers after three months from the closing date of the tender or one-month after the award of the contract whichever is later.

6.2 In case of successful tenderer, EMD will be retained for the period of the contract. Thereafter, it will be returned interest free within 3 months from the close of contract to the tenderer.

6.3 In case of successful tenderer, EMD amount will be forfeited to NHAI in the following cases:

   i) If, after acceptance of the contract, the tenderers fail to carry out the service/supply in accordance with the terms and conditions of the contract.

   ii) If the tenderer withdraws the tender during the validity period.

   iii) Completion of services should be done in accordance with the terms and conditions of the contract. Any unexcused delay will not only warrant forfeiture of EMD amount and/or closure/termination of the contract for default.
6.4 If at any time during the performance of the contract, should the Contractor encounter conditions impending timely performance of service, he should promptly notify to the designated officers of Administration Department in NHAI in writing the fact of the delay, the cause of delay and its likely duration of restoration. The Administration Department will evaluate the situation and at its discretion, extend contractor's time for performance.

6.5 Bids not accompanied with EMD amount in the prescribed manner will be rejected.

7. Prices quoted for services should be inclusive of all Taxes (except services Tax), statutory levies and duties for free delivery/service at NHAI premises. The bill raised to NHAI after rendering the services shall be subject to the tax deduction at source, services Tax will be reimbursed by NHAI as per rules.

8. The Bid should be valid for a period of at least 6 months from the closing date of the tender.

9. Tenderers are requested to study the terms and conditions of the tender carefully and then submit tenders accordingly.

10. The contractors should strictly adhere to the statutory regulations viz., Minimum Wages Act, Shops and Commercial Establishments Act, PF Act, ESI Scheme and any other regulation covering labour contract. The contractors should submit along with their Bid, copies of Registration Certificates issued to them in respect of the above wherever applicable. The certificate are pre-requisite for considering the bids, otherwise the bids will be rejected.

11. After acceptance of the contract if any/all the terms and conditions of the contract is/are violated, then NHAI reserves the right to terminate the contract. In such cases, the security deposit amount will be forfeited to NHAI.

12. Please note that any falsification/ suppression of information could lead to the disqualification from the tender.

13. Please note, tender bid should be submitted in accordance with our terms and conditions mentioned herein. Non compliance to the above would entail automatic disqualification and rejection of the offers.

14. NHAI is an autonomous body under Ministry of RT&H and is thus not registered under any State Sales Tax or Central Sales Tax and thus has no CST and KST numbers. It may be noted that NHAI will not be giving any confessional forms nor will be claiming any MODVAT concessions.

15. Exact details of service tax and other levies must be clearly indicated.
16. Clarifications with respect to the tender may be sought well before the last date for submission of tender bids and it may be noted that NHAI is not responsible for the delay whatsoever.

17. Canvassing in any form entails the tenderers’ disqualification.

18. Any tenderer found influencing or intimidating other tenderers, tender process is liable for disqualification.

19. NHAI has the right to accept/reject the clauses/items, notice of which has not been given by the Agency at the time of submitting the Bids and which are put forward in subsequent correspondence.

20. Tenderers are advised to understand the magnitude of the job involved before submitting their bids. They may even visit NHAI HQrs premises for this purpose (relevant for this tender). No clarification will be entertained after receiving bids.

21. The Employer do not bind themselves to accept the lowest or any tender or to give any reasons for their decision.

22. The Employer reserve to themselves the right of accepting the whole or any part of the tender & bidders shall be bound to perform the same at his quoted rates.

23. This notice of tender shall form part of the Contract Documents.

24. The validity of the tender(s) shall be upto 120 (One Hundred Twenty) days from the date of opening of tender(s).

25. PERFORMANCE SECURITY

The contractor will furnish within 15 days of the issue of Letter of Acceptance (LOA).

An unconditional Bank Guarantee from the Bank (Generally SBI or its subsidiaries or any Indian nationalized bank or IDBI or ICICI Bank or by a foreign Bank through a correspondent bank in India) for an amount equivalent to 10% of the total contract value to be received by him towards Performance Security valid for a period of six months beyond the date of completion of services.

OR

Performance Security deposit equivalent to 10% of the contract value is to be deposited with NHAI by way of crossed Cheque/DD at the time of signing of the contract. This will be returned interest free on successful completion of the contract.
26. OUR REQUIREMENTS.

NHAI requires pest control rodent and disinfestation services to be carried out at our premises at NHAI HQrs, G5&G6, Sector-10, Dwarka New Delhi – 110 075.

26.1 The scope of the contract includes carrying out general insect/pest control services at our premises for cockroaches extermination, rodent control, mosquitoes, rats, removing of beehives, eradication of bats, fumigation of canteen stores bugs and fly control services.

26.2 The agency should bring the required pesticides or chemicals, spray them through a spray gun or place them if they are dry cubes or carry out such chemical treatment through insecticide sprays. Only company made chemicals like blattenner or burbin and herbal powder mixed with water is to be used.

26.3 Disinfestation services are to be carried out once in every two week (26 times a year), Rodent control service also to be carried out once every fortnight (26 times a year), fumigation of canteen stores once in a six month (2 times in a year).

26.4 Services should be carried out every fortnight with the prior permission from The controlling officer designated by Admin Division.

27. DURATION OF THE CONTRACT.

27.1 The contract will be valid for a period of 3 years (or any other period as per mutual agreement). However, in order to evaluate the performance and services, the contract will cover a probationary period of 4 months. If services are found satisfactory during the period of probation, then the contract will be extended for a further period.

Thereafter reviewing the satisfactory performance for the first twelve months, the contract will be extended to further two year, totaling to three years. In case of any delay for release of fresh tender for the corresponding period, the rates are to be maintained the same for the extended period of contract also.

28. MINIMUM CRITERIA FOR SHORTLISTING:

28.1 The agency should own latest equipment for performing the disinfestation and Rodent/pest control services. The bidder should submit a list of there equipment with technical bid.

28.2 A Bidder shall submit the tender which satisfies each & every condition laid down in this notice, failing which, the tender will be liable to be rejected.
Bid opening shall be carried out in two stages. Firstly, “Technical Bid” of all the bids received (except those received late) shall be opened on the date & time mentioned. “Financial bid” of those bidders whose technical bid has been determined to be substantially responsible as per technical requirement given as under shall be opened on a subsequent date, which will be notified to such bidders.

(i) Bidder Firm should have 5 Yr. relevant experience of in Government Organization, public Sectors units, 5-Star hotels/Hospitals and Multinational Corporates offices only.

(ii) Minimum financial turn over of the firm for last three financial years i.e. 2007-08,2008-09,2009-10 should be equal 5 lacs each year. The information must be supported by Audited balance sheet or certificate of Chartered Accountant, otherwise the information will not be considered.

(iii) The applicant must have successfully completed similar nature of work of one work of Rs. 4.00 lacs or two works of 2.5 lacs or three works of 2.00 lacs in last 7 Years. Similar nature of work means disinfections & rodent/pest control services, which includes pests like rodents, cockroaches, flies, mosquitoes, termite etc. The term “successful and timely” completion means the works should have completed in all respect within time & completion date should fall within last seven years in Government Organisation, public sector, 5-star hotel/ Hospitals, Multinational Corporates offices. Work Experience of private firms will not be considered at all. Contractor should submit documentary evidence issued by the Employer such as Award Letter and satisfactory completion of work from the previous Employer (not below the rank of Assistant Engineer/Assistant General Manager or equivalent). Otherwise the experience will not be considered for evaluation.

The applicant shall provide evidence that it has successfully completed the work.

(iv) Tenders duly filled and signed by the authorized representative shall be returned in original. Failure to do so shall mean disqualification of contractor.

(v) The tenders shall be accompanied by an earnest money of Rs. 10,000.00/- (Rupees Ten thousand only) in the form of demand draft or pay order in favour of National Highways Authority of India, New Delhi.

(vi) The bidder should submit only the bidding document issued by NHAI or downloaded from official website of NHAI and in hard bound form with page numbering and index. Any additional information shall also be furnished by the bidder in hard bound form with proper indexing and page numbering. The details submitted in other forms like spiral bound form, loose form etc. will be rejected.
(vii) The agency should strictly adhere to the statutory regulations viz. Minimum Wages Act, Shops & Establishment Act, PF Act, E.S.I Scheme and any other regulations covering labour contract where applicable. The agency should submit copies of Registration Certificates issued to them in respect of the above wherever applicable. The certificates are prerequisite for considering the bids failing which the bids would be rejected.

(viii) The firm/organization should have at least one senior executive experienced in services whose particulars such as Name, Age and Experience should be furnished.

(ix) In case of downloaded version of bid document, the cost of bid document of Rs. **1000.00** as demand draft in favour of NHAI should be accompanied with technical bid.

**29. CONTRACT RATES TO BE QUOTED ONLY IN ANNEXURE B ENCLOSED**

29.1 The rate should be quoted as per item of work like Disinfestation services for all the floors at our office premises for 26 times in a year, Rodent control services for all the floors for 26 times each in a year, fumigating of the canteen stores- 2 times a year, beehive removal - 2 times a year.

<table>
<thead>
<tr>
<th>SI No</th>
<th>Particulars</th>
<th>Minimum number of services required Per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Rodent Control Services – NHAI HQrs Premises</td>
<td>26</td>
</tr>
<tr>
<td>2.</td>
<td>Disinfestation Services – NHAI HQrs</td>
<td>26</td>
</tr>
<tr>
<td>3.</td>
<td>Fumigating canteen stores</td>
<td>2</td>
</tr>
<tr>
<td>4.</td>
<td>Beehive removal in the premises.</td>
<td>2</td>
</tr>
</tbody>
</table>

Total quoted price for all the above services, excluding taxes.

29.2 Also specify the type and quantity of chemicals used per service.

29.3 The rates should clearly indicate comprehensive price, service charges and taxes if any applicable, and any other charges.
30 GUIDELINES FOR SUBMISSION OF Bids:

NHAI follows two bid tendering process, the details of which are as follows. Sealed quotes in duplicate should be submitted in two parts as given below:

(a) The Technical Bid  
(b) The Financial Bid  

Technical / Professional Bid  
(To be enclosed in Envelope ‘A’)

The bidder should submit the details of the Firm or the Agency as per Annexure ‘A’. The format is enclosed here with. The bidder is required to necessarily provide full description of service they intend to provide and other allied terms and conditions other than the commercial/ financial aspects. EMD’s must be enclosed only with the Technical Bids, as, only the Technical Bids will be opened first.

Bids not accompanied with EMD amount in the prescribed manner will be rejected.

The Agency/Company should attach the documentary proof/details of their experience regarding competency of undertaking to carry out the services indicated in the tender along with technical Annexure ‘A’. This information will form part of data available for assessment of the capabilities of the Agency.

Financial Bid  
(To be enclosed in Envelope 'B')

The prices may be quoted as per the prescribed format given as Annexure 'B' of the tender document.

These prices should be all-inclusive and must be quoted in clear terms unambiguously.

Contract rates to be quoted as per the Annexure 'B' for the activities described therein.

The Financial Bids will be opened subsequently, only for those parties who are found technically responsive.

GENERAL

The bidders should quote their most competitive price. The two bids Technical Bid should be put in sealed Envelope ‘A’ and the Financial Bid should be put in sealed Envelope ‘B’. After this, both these two sealed envelopes i.e. ‘A&B’ should be put in MAIN ENVELOPE ‘C’.
Tender reference and the due date/time of tender closing should be clearly mentioned on the Main Envelope and also on A & B Envelopes.

The contract or any order resulting from the tender will be governed by NHAI's Terms & Conditions of Tender and the tenderer quoting against this tender will be deemed to have read and understood the same.

Conditional Tender will be summarily rejected.

The successful tenderer will commence the services within Seven days from the signing of the contract with NHAI.

In case of additional services required during the contract period, the same has to be provided at the contract rates only. Similarly NHAI reserves the right to curtail the services on prorata basis, if necessary.

All other terms and conditions of the contract will be as per the enclosure.

31 PAYMENT

31.1 Payment will be made once in every 03 month after ascertaining the satisfactory Performance of contractual responsibility carried out in the previous calendar month.

31.2 No advances will be paid and no running bills will be entrained.

31.3 Taxes applicable will be deducted at source.

32 PENALTY

32.1 While all contractual obligations will be strictly enforced, deductions will be made for poor services like.

   a) Rs. 500/- as penalty will be imposed each time if personnel sent by you for servicing does not bring the required chemicals in required quantity.

   b) Rs. 1000/- as penalty will be imposed in each time if Your service personnel refuses to do duty assigned in respect of Disinfections services and placing the baits for Rodent control and misbehavior of your staff deployed for supply and service.

   c) Rs. 1000/- as penalty will be imposed each time if your service personnel does not turn up for services on the appointed day, at the appointed time.
d) Rs. 2500/- as penalty will be imposed each time for poor services like not carrying out fortnightly services, deficiency in the quality of chemicals used

e) Rs. 5000/- as penalty will be imposed, if any rodents, rats etc. are found in NHAI HQrs.
   The decision of NHAI for above will be final in this regard.

**Indemnity Bond:**
Successful tenderer should indemnify NHAI against any claim by any authority. In the event NHAI has to pay any individual, statutory body or any agency for reasons directly or indirectly attributable to this contract, the contractor only should pay such claim/damages and even if NHAI is called upon to pay such damages / penalties, will be reimbursed by the Contractor.

Disputes, if any arising out of the above contract will be referred to courts having jurisdiction over Delhi only.
# Annexure A

## Profile of the Company/Agency

<p>| 1.1 | How is your Company/Agency constituted? Indicate with year of Establishment. |  |
| 1.2 | If registered as a Company, please indicate if copy of certificate of incorporation is enclosed. | YES / NO |
|     | (a) Furnish the name of Chairman/Managing Director |  |
|     | (b) Names of Directors their occupation and address. |  |
| 1.3 | If registered as a Firm, is a copy of registration enclosed? | YES / NO |
|     | (a) Furnish names of partners their occupation and addresses. |  |
| 1.4 | If registered under Shops &amp; Establishment, is a copy of Registration with latest renewals enclosed? | YES / NO |
|     | (a) If it is a proprietary concern name and address of the Proprietor |  |
|     | (b) If Partners are there, their name and address &amp; occupation of partners. |  |
| 1.5 | Is your Company/Agency carrying out any other trade/Business in addition to pest control services? Furnish particulars of the other trade/business carried out. |  |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>1.6</strong></td>
<td>Location of the Registered /Main Office.</td>
</tr>
<tr>
<td><strong>1.7</strong></td>
<td>If there are branches, furnish names &amp; location of branches.</td>
</tr>
<tr>
<td><strong>1.8</strong></td>
<td>What is the annual Turnover of the Agency from Pest Control Services for the previous three financial years i.e., 2007-08, 2008-09, 2009-10? As per clause 28.3(ii)</td>
</tr>
<tr>
<td><strong>1.9</strong></td>
<td>Please provide the details of Permanent Account Number of the firm/partner/proprietor issued by the Income Tax Authorities.</td>
</tr>
<tr>
<td><strong>1.10</strong></td>
<td>Your Agency/ Company’s Banker’s name and address.</td>
</tr>
<tr>
<td><strong>1.11</strong></td>
<td>No. of years experience in the field of Pest Control services of your Company/Agency. (Please enclosed certificates/proof) as per clause 28.3(i)</td>
</tr>
<tr>
<td></td>
<td></td>
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<tr>
<td><strong>2.0</strong></td>
<td>STATUTORY REQUIREMENTS</td>
</tr>
<tr>
<td><strong>2.1</strong></td>
<td>Have you registered under ESI Act 1948? If so, enclose copy of registration as per clause 28.3(vii)</td>
</tr>
<tr>
<td><strong>2.2</strong></td>
<td>Enclose copy of latest remittance made by your Agency towards ESI</td>
</tr>
<tr>
<td><strong>2.3</strong></td>
<td>Have you registered under Employees Provident Fund &amp; Miscellaneous Provision Act 1952? If so, enclose copy of Registration as per clause 28.3 (vii)</td>
</tr>
<tr>
<td></td>
<td>Information Required</td>
</tr>
<tr>
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</tr>
<tr>
<td>2.4</td>
<td>Enclose copy of latest remittance made by your Agency towards EPF</td>
</tr>
<tr>
<td>2.5</td>
<td>Have you registered under section 69 of the Indian Finance Act 1994 &amp; Service Tax Rules 1994? If so, enclose copy of Registration</td>
</tr>
<tr>
<td>2.6</td>
<td>Enclose copy of latest remittance made by your Agency under service tax rules.</td>
</tr>
<tr>
<td>2.7</td>
<td>Have you registered with State/Central Public Health Authorities. If so, enclose copy of registration.</td>
</tr>
<tr>
<td>2.8</td>
<td>Specify whether there are any issues/disputes against your Agency before Commissioner Provident Fund, Commissioner ESI, Income Tax authorities, Labour Tribunal State/Central Public Health Authorities, etc.</td>
</tr>
<tr>
<td>3.0</td>
<td><strong>INFRASTRUCTURE</strong></td>
</tr>
<tr>
<td>3.1</td>
<td>Furnish details of Infrastructure maintained by your Agency/Company for providing Pest Controlling services.</td>
</tr>
<tr>
<td>3.2</td>
<td>Fax Nos. of the Office in Delhi.</td>
</tr>
<tr>
<td>3.3</td>
<td>Landline Nos./Mobile phones Nos. allotted to staff working in your Office who can be contacted on emergency.</td>
</tr>
<tr>
<td>4.0</td>
<td><strong>WELFARE MEASURES</strong></td>
</tr>
<tr>
<td>4.1</td>
<td>What are the welfare measures provided to the Staff?</td>
</tr>
<tr>
<td>4.2</td>
<td>Is any transport facility provided to your staff to reach the work spot.</td>
</tr>
<tr>
<td>4.3</td>
<td>Do you issue Uniform to your staff?</td>
</tr>
</tbody>
</table>
If so, is it totally free or subsidized or on full payment?  

4.4 Do you pay bonus? If so, what is the criterion? Enclose proof of latest disbursement.  

5.0 GENERAL  

5.1 Who are the major corporate clients of your Company / Agency to whom Pest Control services are provided?  

5.2 Any other information. Document Which may help NHAI in assessing your Company's/Agency's capabilities may be enclosed.  

5.3 Details of a Sr. Executive, to the deployed for the subject contract as per clause 28.3(viii) copy of CV should be enclosed with photograph.  

5.4 Details of completed work experience of similar nature in last 7 yrs as per requirement of clause 28.3(iii). Copy of award letter and completion certificate (both must) be enclosed with each work experience.  

5.5 All document including technical bid/Financial Bid/any supplementary document should be Hard covered (register bound) as per clause 28.3(vi)  

I certify that all the information furnished above are true to my knowledge.  

I have no objection to NHAI verifying any or all the information furnished in this document with the concerned authorities, if necessary. I also certify that I have understood all the terms and conditions indicated in the Tender document and in agreeing for the same, I am signing this document as an authorized signatory in the capacity of ___.  

Date: ______________ Signature: ________________ Place: _____  

Designation ______________  

EMD by way of Cheque/Demand Draft to be enclosed to this part only  

<table>
<thead>
<tr>
<th>CHEQUE/DD NO.</th>
<th>DATE</th>
<th>BANK NAME / ADDRESS</th>
<th>AMOUNT (RS.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>
ANNEXURE-'B'

Financial Bid

1. Name of the Agency with Address:

2. The rate should be quoted per item of work as indicated below:

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Particulars</th>
<th>No. of services required Per annum</th>
<th>Cost per service (in Rs)</th>
<th>Total Cost (in Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Rodent Control Services - Campus</td>
<td>24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Disinfestation Services - Campus</td>
<td>24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Fumigating canteen stores</td>
<td>02</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Beehive removal</td>
<td>02</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. TOTAL AMOUNT FOR ALL THE ABOVE SERVICES FOR ONE Yr:

Rs. _______________________________________________________________________

Rs. _______________________________________________________________________(In Words)
4. SERVICES TAXES, AS APPLICABLE : Rs.__________________________

Rs.___________________________________________________________(In Words)

5. Any other Charges : Rs.________________________________________

Rs.___________________________________________________________(In Words)

6. TOTAL OF (3) + (4) + (5) : Rs.__________________________

Rs.___________________________________________________________(In Words)

Note:

1. The rates should be clear and specific for each category, inclusive of all applicable statutory levies.
2. No hidden cost will be allowed.
3. Any other charges the tenderer expects to be paid should be clearly indicated with the explanation.
4. Services Tax will be reimbursed as per rules of NHAI.
CERTIFICATE

I hereby certify that I have studied all the Terms and Conditions of the tender document, understood the same and hereby accept the same and signing this document as an authorized signatory in the capacity of _____________.

Date : _____________ Signature: ______________

Place : ______________ Name : ______________

Designation

Seal of the Company/Agency:

(Signature)