

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
Pocket 9 Deen Dayal Upadhyay Marg, New Delhi-110124

Tender No. 28/GS/101-2015

Dated : 22.1.2016

NOTICE INVITING TENDER

Office of the Comptroller and Auditor General of India, New Delhi invites sealed quotations under integrated manner for the work of Pest Control Treatment for its office buildings at **Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi and at 10 Bahadur Shah Zafar Marg, New Delhi** as detailed in Annexure-I (Terms and Conditions), Annexure-II (Schedule of Work) and Annexure-III (Tender Application Form). The bidder may, if required, examine both the above buildings on any working day, before last day of the receipt of the bids, during working hours and submit their bids suitably.

Sealed quotations duly filled in the specified proforma addressed to the Sr. Administrative Officer (GS), Office of the Comptroller and Auditor General of India, Pocket 9, Deen Dayal Upadhyay Marg, New Delhi-110124 must reach latest by 11.00 am on 18.2.2016. The sealed quotations should be delivered in the GS Section of this office by the stipulated date and time. Specified proforma alongwith all terms and conditions may be collected from GS Section, Office of the Comptroller and Auditor General of India, Pocket 9, Deen Dayal Upadhyay Marg, New Delhi on any working day between 4.00 pm to 5.00 pm. These are also available on website <http://saiindia.gov.in>. The Bids shall be opened in Committee Room of the office of the Comptroller and Auditor General of India, New Delhi on 18.2.2016 at 3.00 pm by the Committee authorized by this office and in the presence of such bidders who may wish to be present. The Competent Authority reserves the rights to reject any or all the quotations without assigning any reason.

(DINESH KUMAR)
SR. ADMINISTRATIVE OFFICER (GS)

Encl :

1. Annexure-I (General Terms and Conditions)
2. Annexure-II (Schedule of Works / Quote your prices)
3. Annexure-III (Tender Application Form)

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ANNEXURE –I

GENERAL TERMS AND CONDITIONS

1. The office of the Comptroller and Auditor General of India shall be hiring the services of Pest Control Treatment Agency for its **office buildings at Pocket 9, Deen Dayal Upadhaya marg, New Delhi and at 10 Bahadur Shah Zafar Marg, New Delhi** as per the Schedule of Works as stated in Annexure-II.
2. **Parties:-** The parties to the Bid shall be the Bidders (to whom the work has been awarded) and the Office of the Comptroller and Auditor General of India, New Delhi.
3. **Addresses:** For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the Comptroller and Auditor General of India. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
4. **Earnest Money:** Earnest Money of Rs.10,000/- (Rupees ten thousand only) in the form of Bank Guarantee/Demand Draft of any nationalized bank must be deposited by bidders alongwith their duly filled up bidding documents. The validity of the Bank Guarantee must be up to 3 (three) months starting from the date of submission of the bids. The Bank Guarantee / Demand Draft shall be in favour of **PAO, Pr. Accountant General (Audit), Delhi and payable at New Delhi.**
 - 4.1 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
 - 4.2 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe the terms and conditions of the notice inviting tender and /or comply with the stipulations made herein or backs out after quoting the rates, or in cases of non-acceptance of the work order, or non submission of performance security, the aforesaid earnest money shall be forfeited to the Government and the bidder shall be debarred from future tendering participation.
 - 4.3 The bids without Earnest Money shall be summarily rejected.
 - 4.4 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
5. **Preparation and submission of Bids:**

The bids should be submitted in the integrated manner i.e. one single bid in an envelope, quoting the prices in the specified proforma for the required work of pest control treatment alongwith Earnest Money Deposit supported by all required

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documents, as per the requirements of this office stated herein the bidding document.

5.1. **Signing of Tender:** Individual signing the bids or other documents connected with contract must specify whether he signs as:-

- (a) A “sole proprietor” of the concern or constituted attorney of such sole proprietor.
- (b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- (c) Director or principal officer duly authorized by the Board or Directors of the Company, if it is a Company.
- (d) The bidder must sign and affix his/his firm’s stamp at each page of the bids and all its Annexures as the acceptance of the offer by the bidder shall be deemed as a contract and no separate formal contract will be drawn. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.** (This sub-clause will not be applicable in cases where signing of a separate agreement is considered by the Comptroller and Auditor General of India necessary).

6. **Validity of the Bids:**

The bids shall be valid for a period of 180 days from the date of opening of the bids.

7. **Opening of bids:**

The bidder is at liberty either himself or authorize, not more than one representative to be present at the opening of the bids. The representative attending the opening of the bids on behalf of the bidder should bring with him a letter of authority from the bidder and proof of identification.

8. **Criterion for Evaluation of bids:** The Bids will be opened by a committee authorized by the competent authority at 3.00 pm on 18.2.2016 in the Committee Room, in the presence of such bidders who may wish to be present.

9. **Right of Acceptance:** The Office of the Comptroller and Auditor General of India reserves all rights to reject any bids including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of the Office of the Comptroller and Auditor General of India in this regard shall be final and binding.

9.1 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render prejudice the bidder’s bids liable for rejection.

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- 9.2 The competent authority of the office of the Comptroller and Auditor General of India reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.
- 9.3 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the Office of the Comptroller and Auditor General of India reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.
10. **Assistance to Contractor** : The contractor shall not be entitled to assistance either, in the procurement of raw material required for the fulfillment of the contract or in the securing of transport facilities.
11. **Communication of Acceptance:** Successful Bidder will be informed of the acceptance of their bids.
12. **Validity of Contract:** The contract, if awarded, will be initially for a period of one year from the date of award subject to continuous satisfactory performance. However, on failure on this aspect by the contractor / successful bidder, the office of the Comptroller and Auditor General of India shall have the right to terminate the contract forthwith in addition to forfeiting the security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the Comptroller and Auditor General of India. The initial period of one year can be further extended to at the sole discretion of the office of the Comptroller and Auditor General of India. The total period of the contract shall, however, not exceed three years.
13. **Security Deposit:** On acceptance of the bids, the contractor / successful bidder shall within the period specified by the competent authority of the office of the Comptroller and Auditor General of India, deposit as security in the form of a Bank Guarantee, a sum equivalent to 10% of the tender value of the contract in favour of PAO, Pr.Accountant General (Audit), Delhi, New Delhi, payable at New Delhi. The Bank Guarantee can be forfeited by order of the competent authority of the Office of the Comptroller and Auditor General of India in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Office of the Comptroller and Auditor General of India sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- a) If the contractor is called upon by the competent authority of the office of the Comptroller and Auditor General of India to deposit Security and the contractor fails to provide the security deposit within the period specified such failure will constitute a breach of the contract and the Office of the

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Comptroller and Auditor General of India shall be entitled to make other arrangements at the risk and expense of the contractor.

- b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor

14. **Penalty:**

(a) In case of breach of any conditions of the contract and for all type of losses caused due to pest control treatment, the Contractor shall fully indemnify the office of the Comptroller and Auditor General of India for such losses. In cases of negligencies by the Contractor, the Office of the Comptroller and Auditor General of India shall also make deductions from the bills preferred by the Contractor or that may become due to the contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Office of the Comptroller and Auditor General of India.

(b) The powers of the Office of the Comptroller and Auditor General of India under this condition shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit mentioned under clause 13 above.

15. **Disclaimer:** The near relatives of employees of the Office of the Comptroller and Auditor General of India are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
(b) Their husband or wife.
(c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

16. **Insolvency:**

The competent authority of the office of the Comptroller and Auditor General of India may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter

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into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

- i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- ii) If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

17. Breach of Contract:

In case of breach of any of terms and conditions of the Contract, or for unsatisfactory performance, the Competent Authority of the office of the Comptroller and Auditor General of India shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Office of the Comptroller and Auditor General of India in that event and the security deposit in the form of performance Bank Guarantee shall be forfeited and encashed to the Government.

18. **Sub-letting of Work:** The contractor shall not sublet, transfer or assign the contract or any other part thereof without prior written permission of the competent authority of the office of the Comptroller and Auditor General of India. In the event of the contractor contravening this condition, competent authority shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the office of the Comptroller and Auditor General of India may sustain in consequence or arising out of such replacing of the contract.

19. Terms of payment:

- 19.1 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
- 19.2 Quarterly payments shall be made for the Contract and the contractor shall submit the bill at the end of each quarter in respect of previous quarter for sanction of the amount of bill and passing the bill for payment.
- 19.3 All payments shall be made by cheque / NEFT only, after deducting TDS, as per the rules of the Government and as applicable from time to time.
- 19.4 Office of the Comptroller and Auditor General of India shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding para.
- 19.5 The term 'payment' mentioned in this para includes all types of payment due to the

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contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.

20. **Certificates / Credentials:**

- a. The bidder should be registered with Income Tax and Service Tax. Attested copies of PAN and Service Tax Registration should be attached with the bid.
- b. The bidder should have at least 3 years experience in the similar field of providing pest control treatment services in the Government Departments. Attested copy of supporting documents i.e. Experience Certificates alongwith copy of work orders issued by the Government Department should be submitted along with the quotations.

The quantity of work / requirement being tendered, mentioned in the bidding documents is provisional and the same may vary as per the assessment of the competent authority of the office of the Comptroller and Auditor General of India.

21. **Inspection:-** The work shall also, in any case be liable to inspection by the competent authority of the office of the Comptroller and Auditor General of India after execution and any item(s) not found as per specification / quality shall be rejected and the Contractor shall have to reexecute the same at their own cost and risk and shall be liable for such rejections otherwise.
22. The Contractor shall be responsible for control of pests which will include all types of insects including termites, white ants, mosquitoes, flies, seasonal insects (like 'shyama poka'), beetles, rodents, serpents, weeds, etc. in the premises of the office of the Comptroller and Auditor General of India as detailed in Scheduled Annexure-II. (Schedule of Works).
23. The areas to be covered under the pest control will include the entire buildings as well as its surroundings in the entire premises of both the buildings including drainage system in order to control pest at their habitats / breeding areas, as well the details of which are given in the Schedule of Works enclosed herewith and separate rates may be quoted in respect of each item of work.
24. Insecticides / pesticides / chemicals to be used for controlling of pest should be of public health grade duly approved as such; (i) safe for human beings, (ii) eco-friendly and (iii) approved by World Health Organisation / Govt. of India / other competent Govt. Body / Organisation in safety as well as effectiveness.
25. The Contractor shall inform regarding the nature and possible hazards of pesticides / insecticides / chemicals used for control of pests as well as the safety measures and remedy required on this account. (Copy of Standard Warning Booklet, if any should be submitted along with quotations).

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26. The rates for different items shall be for all heights and depths, except where otherwise specified in the items of work.
27. For items, where required, samples shall be prepared before starting the particular item(s) of work for prior approval of the competent authority of the office of the Comptroller and Auditor General of India shall be obtained on this account.
28. The agency shall bear all incidental charges for cartage, storage and safe custody of materials against damage due to sun, rain, dampness, fire, theft, etc.
29. Testing of materials:- Samples of various materials required for testing shall be provided free of charges by the Contractor. Testing charges, if any, shall be borne by the Contractor. All other expenditures required to be incurred for taking / dispatching the samples, conveyance, packing etc., shall be borne by the Contractor.
30. The Contractor shall be responsible to arrange at its own cost all necessary tools and appliances required for execution of the work.
31. The Contractor shall provide at its own cost suitable weighing / measuring the arrangements at site for checking the weight / dimensions as may be necessary for execution of the work.
32. The Contractor shall take all safety precautions in connection with pest control work as per Standard Govt. Guidelines with due regard to chemical and fire hazard and they shall be held responsible and liable for any laxity in this regard.
33. Arbitration : In the event of any dispute or differences between the firm and the this office, whether arising during the execution of orders under these terms and conditions or thereafter whether by breach or in manner in regard to;
 - (i) the construction of the terms and condition
 - (ii) the respective rights and liabilities of the parties hereto thereunder
 - (iii) any matter or thing out of or in relation to or in connection with these terms and conditions then either party shall give notice to the other of the same and such dispute or difference shall be and hereby referred to the arbitration of such person as the competent authority of the office of the Comptroller and Auditor General of India New Delhi may nominate and the decision of such Arbitrator shall be conclusive and binding on the parties hereto.
34. The Contract shall be subject to the jurisdiction of competent courts of laws at Delhi / New Delhi

(DINESH KUMAR)
SR. ADMINISTRATIVE OFFICER (GS)

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ANNEXURE-II
SCHEDULE OF WORKS / QUOTE YOUR PRICES

Area for Treatment:

- (i) Office at 10 Bahadur Shah Zafar Marg, New Delhi (comprising two buildings i.e. Main Building (Ground + 4 floors) and Annexe Building (Ground + 9 Floors) and outer area
(ii) Office at Deen Dayal Upadhyay Marg, New Delhi (comprising one building (Basement, Ground + 5 floors) and outer area.

Sl. No	Name of treatment	Particulars of Treatment	Period / Frequency	Annual Quoted Prices for Office at <u>BSZ Marg.</u> (in Rs.)	Annual Quoted Prices for Office at <u>DDU Marg</u> (in Rs.)	Total Annual Quoted Prices (in Rs.)
1.	Disinfection	German cockroaches (Blatella germanica) and American cockroaches (Periplanata Americana) are known carriers of pathogens causing diseases like Gastro enteritis, Cholera vibrosis etc. This treatment covers household pests like cockroaches, firebrats, ants, Silverfish, bedbugs and similar crawling insects.	Monthly			
2.	Rodent control	Various species of rodents have different behaviour patterns. They are active at different times of the day and night, they are well known carriers of various pathogens causing diseases like Leptospirosis, Plague, Salmonellosis, Typhoid fever, Trichinosis etc. Their active presence in the working premises dwelling in general heightens the danger of contamination and infestation.	15 days once			
3.	Termite control	Subterranean termite is white tinny insects tends to live underground colonies and enter in human dwellings through concrete gaps/voids. Commonly known as white ants, termites destroy valuable property, documents, furniture and furnishings...anything that contains cellulose, silently and swiftly. Termites infest and breed underground, in the soil. They crawl up through the minute cracks and crevices in the foundation and the walls of building.	Monthly			
4.	Fly Treatment	This treatment covers household flies and other fly species which are commonly found (Musca), moth fly, vinegar fly, flesh fly or any flies of the kind.	15 days once			
5.	Mosquitoes Treatment	This treatment covers Mosquitoes, such as Anopheles, culex, aedes and all other kinds of mosquitoes, which vectors for many dreaded diseases.	15 days once/ As per the requirements			
		Total Annual Quoted Prices				
		Taxes, if any				
		Total annual Contract Prices				

Note :

- (i) Annual prices should be quoted by the Bidder
(ii) Quarterly payments shall be made to the Contractor, as defined in the Terms of Payments (Annexure-I).
(iii) Prices shall be valid for a period of one year and no increase in the prices shall be entertained during the currency of the Contract.

Date :

(SIGNATURE OF BIDDER)

Place:

(OFFICIAL SEAL)
FULL NAME & DESIGNATION

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ANNEXURE-III

TENDER APPLICATION FORM

1.	Name of the Bidder	
2.	Full Postal Address	
3.	Contact Number	
4.	Nature of the Concern (Partnership / Limited Co./ Pvt. Ltd./Proprietorship)	
5.	Registration No. (attested copy of companies registration / partnership deed / ownership deed should be attached)	
6.	Whether the Bidder possess more than three years experience in the similar field in Government Departments. (If Yes, supporting document i.e. experience certificates alongwith work orders issued by the Government Departments should be attached)	
7.	PAN Account No. (attested copy of PAN should be attached)	
8.	Service Tax Number (attested copy of Service Tax Number should be attached)	
11.	EMD Demand Draft No. and Date	
	Issuing Bank Details	
	Amount	

UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and condition mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted and the lowest quoted for any other institution in India.
4. I/We give the rights to the competent authority of the office of the Comptroller and Auditor General of India to forfeit the Earnest Money/Security money deposit by me/us if any delay occur on my/agent's part or fail to provide the services, or in cases of non acceptance of the work order, or in cases of non submission of performance bank guarantee within the appointed firms of desired quality.
5. I hereby undertake to provide the services as per direction given in the tender document/contract agreement within stipulated period, failing which I am liable to be blacklisted.

(Signature of the Bidder)

Date :-

Place:-

Designation :
(Office seal of the Bidder)