

THE GAUHATI HIGH COURT AT GUWAHATI

(HIGH COURT OF ASSAM, NAGALAND, MIZORAM & ARUNACHAL PRADESH)

**NOTICE INVITING TENDER
FOR
RODENT, MOSQUITO AND PEST CONTROL
MEASURES
AT
GAUHATI HIGH COURT OLD & NEW BUILDINGS, HON'BLE
JUDGES' LIBRARY, OFFICIAL BUNGALOWS OF ALL THE
HON'BLE JUDGES, RECORD ROOMS AND OTHER ROOMS/
HALLS OF THE GAUHATI HIGH COURT, GUWAHATI**

Memo No. : HC.III-90/2002/ 149 /G (Part)

Dated : 08.02.2018

Last Date of Submission : 26.02.2018

Date of Opening the tender : 28.02.2018

THE GAUHATI HIGH COURT

(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

NOTICE INVITING TENDER

Dated Guwahati, the 8th February, 2018

The Gauhati High Court at Guwahati invites sealed tenders from intending firms for monthly Rodent, monthly mosquito and quarterly Pests Control Measures for a period of one (1) year in the Gauhati High Court Old & New Buildings, Hon'ble Judges' Library, Official Bungalows of all the Hon'ble Judges, Record Rooms and other Rooms/ Halls of the Gauhati High Court, Guwahati.

The detailed Tender Document can be downloaded from the website of Gauhati High Court, Guwahati, www.ghconline.gov.in.

By Order,

A-2-18
REGISTRAR (ADMINISTRATION) *08/02/2018*

Memo No. HC.III-90/2002/G (Part)/ 149 /G dated Guwahati, the 8th February, 2018.

Copy to:

1. The Directorate of Information & Public Relations, Dispur, Guwahati-06 (Janasanyog). He / she is requested to publish the Notice Inviting Tender (NIT) in two widely circulated local dailies (one English and one Assamese) and intimate this Registry regarding publication.
2. The Systems Analyst / Programmer, Gauhati High Court, Guwahati. He is requested to upload the same in the High Court Website.
3. High Court Notice Board.

Sd/-

REGISTRAR (ADMINISTRATION)

The Gauhati High Court at Guwahati invites sealed tenders from intending firms for monthly Rodent, monthly Mosquito and quarterly Pests Control Measures for a period of **one (1) year** in the Gauhati High Court Old & New Buildings, Hon'ble Judges' Library, Official Bungalows of all the Hon'ble Judges, Record Rooms and other Rooms/ Halls of the Gauhati High Court, Guwahati. The total area is approximately 16489.080m²

General terms and conditions

1. Tenders should be sealed and superscribed "**Tender for Rodent, Mosquito and Pest Control Measures at Gauhati High Court, Guwahati**" and addressed to:

**"Registrar (Administration),
Gauhati High Court, Guwahati."**

and should be submitted latest by **11.00AM on 26/02/2018** at "**The Office of Registrar (Administration), Gauhati High Court New Building, Guwahati**".

2. The technical Bid of the Tender will be opened at **15.00Hrs. on 28/02/2018**. 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.
3. The Gauhati High Court, Guwahati reserves the right to award the contract to deserving parties either in full or in parts. The decision of The Gauhati High Court, Guwahati is final and unquestionable.
4. The Gauhati High Court, Guwahati reserves the right to terminate the contract without assigning any reason whatsoever.
5. **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.(if any) 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.
- 5.8 The intending tenderers should make sure that their firm is recognised by Pest Control Association of India or similar organisations.

6. Earnest Money Deposit (EMD)

- 6.1 Successful Tenderer should submit an EMD of the amount of ₹10,000/- (Rupees Ten Thousand only). EMD amount should be submitted by way of a crossed Demand Draft favouring "Registrar General, Gauhati High Court, Guwahati" within three days after the award of the contract.
- 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 The Gauhati High Court, Guwahati in the following cases:-
- i. If, after acceptance of the contract, the tenderers fail to carry out the service 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 impeding timely performance of service, he should promptly notify to the designated officers of Administration Department in Gauhati High Court, Guwahati 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.

7. Prices quoted for services should be inclusive of all Taxes (including GST), statutory levies and duties for free delivery/service at Gauhati High Court premises.
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 The Gauhati High Court, Guwahati reserves the right to terminate the contract. In such cases, the earnest money deposit amount will be forfeited to The Gauhati High Court, Guwahati.
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. Exact details of GST and other levies must be clearly indicated.
15. 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 Gauhati High Court, Guwahati is not responsible for the delay whatsoever. Intending tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of tender by a tenderer implies that he has read this notice. No clarification will be entertained after receiving the bids. In order to inspect the site, the intending tenderer should acquire a prior written permission from Registrar (Administration), Gauhati High Court, Guwahati.
16. Canvassing in any form entails the tenderers' disqualification.

17. Any tenderer found influencing or intimidating other tenderers, tender process is liable for disqualification.
18. Gauhati High Court, Guwahati, 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.
19. The Gauhati High Court, Guwahati do not bind themselves to accept the lowest or any tender or to give any reasons for their decision.
20. The Gauhati High Court, Guwahati 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/her quoted rates.
21. This notice of tender shall form part of the Contract Documents.
22. The validity of the tender(s) shall be upto 120(One Hundred Twenty) days from the date of opening of tender(s).
23. **Our Requirements.**

The Gauhati High Court at Guwahati requires Rodent, Mosquito and Pests Control (disinfestations) Services to be carried out at the Gauhati High Court Old & New Buildings, Hon'ble Judges' Library, Official Bungalows of all the Hon'ble Judges, Record Rooms and other Rooms/ Halls of the Gauhati High Court, Guwahati.

- 23.1 The scope of the contract includes carrying out general insect/pest control services at our premises for cockroaches extermination, rodent control, rats, fumigation of mosquitos, bugs and fly control services.
- 23.2 The agency should bring their own required pesticides or chemicals, spray them through 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. For rodent treatment the materials required (like baits, traps, glue boards etc.) should be brought at the firm's own cost.
- 23.3 Services should be carried out every time with the prior permission from the controlling officer designated by Registrar (Administration), Gauhati High Court, Guwahati.

- 23.3 Disinfestation/fumigation (termites, bugs, fly, cockroach etc.) services are to be carried out once in every quarter (4 times a year). Mosquito control service and Rodent control service is to be carried out once every month (12 times a year) with prior intimation from Gauhati High Court, Guwahati.
- 23.4 Services should be carried out periodically with the prior permission from the controlling officer designated by Registrar (Administration), Gauhati High Court, Guwahati.
- 23.5 The method used should not be hazardous to human life and utmost care is to be taken to minimise exposure to humans. Services are to be carried out preferably on a holiday.

24. Duration of the contract.

- 24.1 The contract will be valid for a period of 1 year (or any other period as per mutual agreement). However, Gauhati High Court, Guwahati has the right to evaluate the performance and services. The contract may cover a probationary period of 3 months. If services are found satisfactory during the period of probation, then the contract shall be extended for a further period.

Thereafter reviewing the satisfactory performance for the first twelve months, the contract may be extended to further period. 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.

25. Minimum criteria for short listing.

- 25.1 The agency should own latest equipment for performing the Rodent, Mosquito and Pest control services. The bidder should submit a list of the equipments with technical bid.
- 25.2 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.

25.3 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. 2014-15, 2015-16, 2016-17 should be equal 3 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. 3.00 lacs or two works of 1.5 lacs or three works of 1.00 lacs in last 7 Years. Similar nature of work means disinfections, mosquito control and rodent/pest control services, which includes pests like rodents (rats). 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, Corporate offices. Contractor should submit documentary evidence issued by the Employer such as Award Letter and satisfactory completion of work from the previous Employer.

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 drawn in favour of "Registrar General, Gauhati High Court, Guwahati".

(vi) The bidder should submit only the bidding document issued by Gauhati High Court, Guwahati or downloaded from official website of Gauhati High Court, Guwahati with page numbering and index. Any additional information shall also be enclosed by the bidder with proper indexing and page numbering.

(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) Process fee of ₹ 1000.00 as demand draft in favour of "Registrar General, Gauhati High Court, Guwahati" should be accompanied with technical bid.

26. Contract rates to be quoted only in ANNEXURE B enclosed.

26.1 The rate should be quoted as per item of work as shown below.

Sl No	Particulars	Minimum number of services required Per annum
1.	Rodent Control Services at Gauhati High Court Old & New Buildings, Hon'ble Judges' Library, Official Bungalows of all the Hon'ble Judges, Record Rooms and other Rooms/ Halls of the Gauhati High Court, Guwahati.	12
2.	Disinfestation/Pest Control Services (excluding Rodent Control) at Gauhati High Court Old & New Buildings, Hon'ble Judges' Library, Official Bungalows of all the Hon'ble Judges, Record Rooms and other Rooms/ Halls of the Gauhati High Court, Guwahati.	4
3.	Mosquito fumigation/treatment at Gauhati High Court Old & New Buildings, Hon'ble Judges' Library, Official Bungalows of all the Hon'ble Judges, Record Rooms and other Rooms/ Halls of the Gauhati High Court, Guwahati.	12

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

26.2 Also specify the type and quantity of chemicals (if required) used per service.

26.3 The rates should clearly indicate comprehensive price, GST and taxes if any applicable, and any other charges.

27. Guidelines for submission of Bids.

The Gauhati High Court at Guwahati shall follow 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. The Technical Bids will be opened first.

Bids not accompanied with Process Fee 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.

Court fee stamp of ₹ 8.25 (Non-refundable) should be affixed at **Annexure-'B'**

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 Gauhati High Court'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 Gauhati High Court, Guwahati.

In case of additional services required during the contract period, the same has to be provided at the contract rates only. Similarly Gauhati High Court, Guwahati 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.

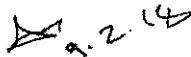
28. Payment.

- 28.1 Payment will be made once in every 03 month after ascertaining the satisfactory Performance of contractual responsibility carried out in the previous calendar month.
- 28.2 No advances will be paid and no running bills will be entrained.
- 28.3 The Registry of Gauhati High Court, Gauhati will make full payment of the bills including GST, however, after receiving the payment, the firm has to submit the GST Challan Certificate (GST PMT-06) within a specific time provided they furnish this Registry an undertaking before the bill is made & sent to the treasury.

Indemnity Bond:

Successful tenderer should indemnify Gauhati High Court, Guwahati against any claim by any authority. In the event Gauhati High Court, Guwahati 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 Gauhati High Court, Gauhati, 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 Guwahati only.


REGISTRAR (ADMINISTRATION)
Gauhati High Court, Guwahati

LAP
28 02-2018

ANNEXURE A

1.0 PROFILE OF THE COMPANY / AGENCY		
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 a) Furnish the name of Chairman /Managing Director b) Names of Directors, their occupation and address.	
1.3	If registered s a Firm, is a copy of registration enclosed? a) Furnish names of partners, their occupation and addresses.	
1.4	If registered under Shops and Establishment, is a copy of Registration with latest renewals enclosed? a) If it is a proprietary, furnish name and address of the Proprietor b) If Partners are there, their name and address & occupation of partners.	
1.5	Is your Company/Agency carrying out any other trade/Business in addition to pest/rodent control services? Furnish particulars of the other trade/business carried out.	
1.6	Location of the Registered /Main Office	
1.7	If there are branches, furnish names & location of branches	
1.8	What is the annual Turnover of the Agency from Pest Control Services for the previous three financial years ie, 2013-14, 2014-15, 2015-16? As per clause 28.3(ii)	
1.9	Please provide the details of Permanent Account Number of the firm/partner/proprietor issued by the Income Tax Authorities.	
1.10	Your Agency/ Company's Banker's name and address	
1.11	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)	
2.0 STATUTORY REQUIREMENTS		
2.1	Have you registered under ESI Act 1948? If so, enclose copy of registration as per clause 28.3(vii)	

2.2	Enclose copy of latest remittance made by your Agency towards ESI	
2.3	Have you registered under Employees Provident Fund & Miscellaneous Provision Act 1952? If so, enclose copy of Registration as per clause 28.3 (vii	
2.4	Enclose copy of latest remittance made by your Agency towards EPF	
2.5	Have you registered under section 69 of the Indian Finance Act 1994 & Service Tax Rules 1994? If so, enclose copy of Registration	
2.6	Enclose copy of latest remittance made by your Agency under service tax rules	
2.7	Have you registered with State/Central Public Health Authorities. If so, enclose copy of registration.	
2.8	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.	
3.0 INFRASTRUCTURE		
3.1	Furnish details of Infrastructure maintained by your Agency/ Company for providing Pest Controlling services	
3.2	Fax Nos./ Email-ID of the Office in Guwahati.	
3.3	Landline Nos./Mobile phones Nos. allotted to staff working in your Office who can be contacted on emergency.	
4.0 WELFARE MEASURES		
4.1	What are the welfare measures provided to the Staff?	
4.2	Is any transport facility provided to your staff to reach the work spot.	
4.3	Do you issue Uniform to your staff? 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	

	Gauhati High Court, Guwahati in assessing your Company/Agency's capabilities may be enclosed.	
5.3	Details of a Sr. Executive, to be 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 best of my knowledge.

I have no objection to Gauhati High Court, Guwahati, 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 authorised signatory in the capacity of _____

Date: _____ Signature: _____ Place: _____

Designation: _____

ANNEXURE B

1. Name of the Agency with Address:

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2. The rate should be quoted as below

Sl. NO.	Particulars	No. of services required per annum	Cost per service (in Rupees)	Total Cost (in Rupees)
(A)	(B)	(C)	(D)	(E) = (D)*(C)
1.	Rodent Control	12		
2.	Pest Control /disinfestations (termites, bugs, fly, cockroach etc.) (excluding rodents)	4		
3.	Mosquito Fumigation/Treatment	12		

3. Total amount for the above service for One (1) Year.

₹ _____

(Rupees _____)Only

4. GST, as applicable

₹ _____

(Rupees _____)Only

5. Any other Charges

₹ _____

(Rupees _____)Only

6. Total of (3)+(4)+(5)

₹ _____

(Rupees _____)Only

Note:

1. The rates should be clear and specific, 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.

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