



NATIONAL INSTITUTE OF OPEN SCHOOLING

A-24-25, SECTOR-62, NOIDA, UTTAR PRADESH – 201309

Tender Document for Pest Control Services at A-24/25 & A-31, Sector-62, NOIDA

NOTICE INVITING TENDER

The NIOS invites sealed tenders for “Pest Control Services at A-24/25, & A-31, NOIDA” in two bid system from the eligible firms/companies/agencies:

1- Important Dates and Time for inviting Tender:-

Published Date	14/02/2023
Bid Document Download Date	14/02/2023
Clarification Start Date & Time	14/02/2023
Clarification Closing Date & Time	25/02/2023 at 4.00pm
Bid Submission Start Date & Time	01/03/2023 at 10.00am
Bid Submission End Date & Time	01/03/2023 at 2.30pm
Bid Opening Date & Time	01/03/2023 at 3.00pm
Validity of Bid from the date of opening of the Bid	90 days

1. **Tender Form:** Tender document will not be issued in person. The tender document can be downloaded from NIOS website www.nios.ac.in and also from <https://eprocure.gov.in/epublish/app>.
2. **Visit of the Campus:** Tenderers are advised to visit the NIOS premises and ascertain the nature and quantum of work before bidding.
3. The Tenders received after the due date/time will not be considered under any

circumstances and will stand summarily rejected.

4. Details of the EMD, submission of Tenders, Terms and conditions etc are indicated elaborately in the Tender Document.
5. Canvassing in connection with the tender is strictly prohibited and the tender submitted by the contractors who resort to canvassing will be summarily rejected.
6. The NIOS, reserves the right to reject any or all the tenders or to accept them in part or reject the lowest tender without assigning any reasons.
7. Tenderer is required to submit tender in person at the following address:-

Section Officer (Maintenance)
National Institute of Open Schooling
Room No: 204, Second Floor
A-24-25, Sector-62,
NOIDA, UP-201309

Secretary
NIOS

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1. INSTRUCTIONS TO BIDDERS

- a. The Tenders are to be submitted in sealed cover super scribing the name of the work and addressed to **Secretary, NIOS, A-24-25, Sector-62,NOIDA, U.P. 201309** and dropped in the tender box kept in the Maintenance Section, Room No. 204 on 01/03/2023 at 2.30pm.
- b. **Earnest Money Deposit:** The Tenders shall be accompanied by an Earnest Money Deposit (EMD) of **Rs. 10,000/- (Rupees Ten Thousand only)** by way of a Demand Draft drawn in favor of the Secretary, NIOS, NOIDA, U.P. 201309 and no other mode of payment will be accepted. The EMD shall be placed in a separate Cover marked as **“EMD for Pest Control Services at NIOS, A-24/25 & A-31, Sector-62, Noida”** and put within the main sealed cover. Tenders received without EMD will be rejected.
- c. In case any document produced in support of eligibility criteria turns out to be not genuine, EMD will automatically stand forfeited, whether before award of work or otherwise.
- d. This is a two bid system i.e.
 - I. **Part I-** contains **Technical Bid**. The Technical Bid should be accompanied by copies of the documents required under the said Bid including the duly signed tender document.
 - II. **Part II-** contains **Financial Bid**. After verification of Part I (Technical Bid), Part II-Financial Bid of those tenderers who qualify the Technical Bid stage, will be opened.
 - III. **Envelopes:** Duly signed and sealed Part I and Part II should be kept in separate sealed covers. The cover for Part I should be super scribed as **“TENDER FOR PEST CONTROL SERVICES AT NIOS, A-24/25 & A-31, Sector-62, Noida - PART I (TECHNICAL BID)”** and the cover for Part II should be super scribed as **“TENDER FOR PEST CONTROL SERVICES AT NIOS, A-24/25 & A-31, Sector-62, Noida - PART II (FINANCIAL BID)”**.
 - IV. The three sealed covers (EMD Cover, Part I Cover, and Part II Cover) should be kept in a big Main sealed cover super-scribed as **“TENDER FOR PEST CONTROL SERVICES AT NIOS, A-24/25 & A-31, Sector-62, Noida”**.
 - V. Failure to comply with these instructions renders the tender/bid automatically disqualified.

- e. The tenders shall be valid for a period of 90 days from the date of their opening. In case the tender opening date happens to be a closed holiday, the tenders will be received and opened on the next working day without any change in timings.
- f. The Part I- Technical Bid will be opened on 01/03/2023 at 15.00 hours in the office of the NIOS, Noida in the presence of the Tenderer/their authorized representatives who wish to be present.
- g. E.M.D deposited will be refunded to unsuccessful Tenderers without any interest on finalization of the contract and in case of the successful Tenderer the EMD will be returned on receipt of Security Deposit.
- h. The successful Tenderer will have to furnish the requisite security deposit amount in the form of Bank Draft/ Bank Guarantee within 15 days of award of contract.
- i. In case more than one party quotes the same rates, the decision of the tender committee & the Competent Authority of the NIOS shall be final & binding on all the parties concerned.
- j. Each & every page of the tender documents along with the documents submitted by the tenderer should be signed.
- k. When a bid price w.r.t. tendered scope of work appears so low which raises concerns as to the capability of the bidder to perform the contract at the offered price, Institute may seek written clarification from the bidder with detailed price analysis of the bid price. If after evaluating the price analysis, Institute determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the said bid(s) will be rejected.
- l. The successful Tenderer would be required to execute a contract agreement with The Secretary, NIOS, Noida on a Non-Judicial stamp paper of Rs.100/- (Rupees One Hundred) only.
- m. All pages should be arranged and indexed properly.
- n. **Contact us:** For any queries related to the tender, bidder may please be contact

Telephone: **0120 4089822**

Email: maintenance@nios.ac.in

2. SCOPE OF WORK

Area of work:

S. No.	Location/ Approximate Built up Area	Frequency
1	NIOS, HQ A-24/25, Sector-62, Noida Area : 13700sq.mtr. Comprising Eight floor and one basement	Once in a month Note: The above frequency is with the assurance that in case of resurgence of pest under contract, interim calls if any would be attended to by the firm without extra cost.
2	NIOS, A-31, Sector-62, Noida Area: 8500sq.mtr. Comprising Five floor and two basement	

Prospective bidders are informed to visit the campus of NIOS, A-24/25 & A-31, Sector-62, Noida to familiarize with the various element and quality level of services that are required to be rendered. It would be deemed that the bidder has visited the NIOS campus at A-24/25 & A-31, Sector-62, NOIDA and understood the requirement prior submission of the bid.

The Service Provider is required to provide persons along with required chemicals and equipment to manage the Pest Control using permitted chemicals, (to ensure, as a minimum), covering of spraying floors/ corners for mosquitoes, fumigation, pest retardant treatment for all pests including wood destroying insects, injection of non- chemical insect baits etc. for maximum preventive protection as per schedule/frequency decided by the Institute from time to time during the contract period.

Rodent Management Service: This services will be carried out for controlling rat problem inside as well as outside building premises and safeguarding the important files, papers, Boxes, carpets, electrical/electronic equipments and Telephone wiring, wooden ceiling, paneling, cardboards, raw materials etc. from rodents damage. This service will be provided in the premises inside and outside of the building areas including office cabins, rooms, Conference/Committee

rooms, toilets, corridors, false ceilings etc. and common area of the staff and faculty house building premises. The treatment will be carried out by mechanical trapping with glass cleaning chemicals/agents and cleaning of partitions, paneling etc. Trap boxes or tunnels along with glue pads placed on each floor including basement area and service provider will keep on changing their location/position during his visit at the institute campus, using glue boards and poison baiting in outside area only. The Service Provider would provide Rodent control for control of Rats, Mice etc. in entire building including basement, Cable Trenches, Electrical Rooms, Air Handling Rooms, Substation, etc. The Service Provider shall visit as per requirement for changing and replacing the glue pads/bait-stickers & used glue pads should be disposed off outside the building.

Disinfestations Services: This service should be carried out for controlling all types of crawling insects such as cockroaches, silverfish, red ants, black ants, spiders, lizards, snakes etc. The services will be provided in the notified areas by gel application or by spray for at least twice in a month during the contract period. Drainage chambers also to be treated with pesticide and anti-bacterial compound.

Vector Control Service This service should be carried out for controlling mosquitoes, flies and other flying insects. This will be provided by treating the breeding areas such as open drains, dustbins, garbage area, receiving area entry points front and rear area of the plant under the bushes damp area along the walls etc. This treatment will be carried out by outdoor spray, indoor spray and using larvicide during the contract period with the institute.

Termites: Injecting termiticide into affected portions of the woodwork, Woodwork in contact with machinery for example, door frames, cabinets, cupboards etc. shall be treated by drilling and injecting termiticide at the points of contact. Through drilling holes at the junctions of the walls and the floor and pumping chemicals through these holes, wherever necessary. The drilled holes are effectively sealed thereafter. The application of blanket spray and dusting wherever necessary.

General Pests/Insects: The Service Provider would ensure spraying for control of general pests in and around the building, lift lobbies, around floor, main entrance etc, and beehives removal as and when required.

Fogging: The fogging should be carried out in the premises as per the schedule decided by the Institute.

Bed Bugs: Upon completion of the inspection and an assessment of the situation, service provider will recommend the best course of action. If the inspection confirms an infestation, Service Provider will recommend a treatment

plan based on the severity of the infestation and preferences. He will use the best tools and science to address the causes and treat your bed bug problem in the best way for your surroundings, colleagues and the environment.

3. TERMS AND CONDITIONS OF CONTRACT

- a. The rates quoted by the firm should be inclusive of all applicable taxes. The frequency of the services will be once in a month with the assurance that in case of resurgence of pest under contract, interim calls if any would be attended to by the firm without extra cost.
- b. The firm shall provide details of the pest control treatment that it proposes to provide for each of the pests such as rodents, rats, bandicoots, mice, mosquitos, cockroaches, ants, houseflies etc.
- c. In addition to pest control services, the firm shall also provide the services such as removing beehives and catching snakes on call basis as and when required by the Institute.
- d. The firm should submit that bid only after assessing the locations where the pest services are needed.
- e. The Service Provider shall at no time violate provisions of the Insecticides Act, 1968 and Insecticides Rule 1971 and /or any other relevant laws and rules as framed by the Government of India, State Government or Local Bodies.
- f. Service Provider shall depute experienced persons for execution of job along with all material, machines and manpower
- g. All the equipment (eg. trap boxes, Glue traps) and consumables (eg: Pesticide spray) required for the service will be provided by the Service Provider at no extra cost to the Institute.
- h. The spray of insecticides, pest control services shall be as per order.
- i. The contractor should submit a monthly monitoring report to the Institute.
- j. Methodology: The Service Provider shall be required to use only those chemicals/pesticides that have been approved for the household purpose by CIB & RC under the provisions of Insecticide Rules 1971 framed under Insecticide Act 1968.
- k. The Agency while submitting their tender form shall enclose self-attested copies of Experience Certificates, Trade License essential for carrying out

the activities under reference. Service Tax/GST Registration & any such other documents specified hereto in Technical bid, shall be submitted. Tender form incomplete in any respect & not supported with E.M.D & the above mentioned requisite documents will summarily be rejected.

- l. The Payment of wages & statutory obligations such as Minimum Wages etc & Statutory Liability viz. ESI/EPF etc. of the manpower/employee engaging for the execution of the contract would be solely borne by the tenderer & no extra payment would be made on this account.
- m. The NIOS reserves the right to reject any or all bids at any time before or after opening of the bids without assigning any reason therefore.
- n. The NIOS also reserves the right to verify the original documents submitted by the bidders at any time.
- o. The terms and conditions of contract & instructions to bidders contained herein shall form part and partial of and shall be taken as if they were included in contract agreement to be entered into by the successful tenderer.
- p. Violation of any terms and conditions by the successful tenderer will lead to termination of the contract agreement and will result in forfeiture of Security Deposit to the extent as would be decided by the Competent Authority of the NIOS.
- q. Notwithstanding any other provisions in this contract, the NIOS reserves the absolute right to terminate the contract for which it is found that continuation of the contract is not in public interest. The contractor is not eligible for any compensation or claim in the event of such cancellation.
- r. If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the contractor shall be forfeited without any claim whatsoever on the NIOS and the contractor is liable for action as appropriate under the extant laws.
- s. The NIOS reserves the right to terminate the contract without assigning any reason by giving a notice of one month. The contractor also has to serve a notice of one month, if he wishes to terminate the contract.
- t. In the event of local problems arising while discharging the functions at the NIOS the contractor will deal with them appropriately and he will not bring the NIOS on the scene for such matters.

4. EXPERIENCE

The tenderer should have experience of having executed/completed similar works during the last 3 years commencing on 01.03.2019 and ending on 31.03.2021, as follows:-

- 1) Providing/provided pest control services in any one Government / semi Government / PSU organizations continuously for last three years for minimum AMC cost of Rs. 8 lakh.

OR

- 2) Providing/provided pest control services in any two Government / semi Government / PSU organizations continuously for last three years for minimum AMC cost of Rs. 5 lakh.

OR

- 3) Providing/provided pest control services in any three Government / semi Government / PSU organizations continuously for last three years for minimum AMC cost of Rs. 4 lakh

Note: Experience prior to 01.01.2020 and later than 31.12.2022 will not be considered as experience.

The tenderer must produce work done certificate for completed contracts or current running contracts from the clients. The work done certificate should mention the details of work executed, the value of work done **annually**, the date of commencement and date of completion of the work.

Note: Copy of work order and/or self-certified certificate will not be accepted as certificate of experience. If any document other than certificate of experience is produced, such document will not be accepted as relevant. Tenders not accompanied by certificate of experience issued by the client will automatically stand disqualified.

5. BID OPENING

- a. Technical Bid will be opened on _____.
- b. Financial Bids of the eligible bidders will be opened on a later date. The date and time for opening of Financial Bids will be announced later.
- c. Bids should be summarily rejected, if tender is submitted through online or

original EMD is not submitted within stipulated date / time.

6. BID EVALUATION

Based on results of the Technical evaluation, the NIOS evaluates the Financial Bid of the technically qualified bidders. The Financial Bid with the lowest price will be the highest evaluated bid.

7. PAYMENT TERMS

- a. No advance payment in any case would be made.
- b. The payment shall be made as per order. The prices quoted shall be complete covering all aspects. The price shall be inclusive of all consumables including cleaning chemicals, insecticides, pesticides, equipment and manpower required to provide service. Institute shall also will have right to deduct penalties as per provisions of the contract.
- c. The payment would be made to the Contractor on quarterly basis on the receipt of the bill directly into the bank account of the Contractor. The bill should be submitted in triplicate within first week of the succeeding month. TDS will be deducted as per rules from the monthly bills. No advance payment will be made to the firm.
- d. TDS and any other Government levies applicable on bills as per Government instructions/ notifications issued from time to time shall be applicable and deducted from Contractor's bills.

8. PERFORMANCE SECURITY DETAILS

- a. The successful bidder will have to deposit the performance security in the form of Demand Draft /Bank Guarantee for 3% of the contract value which valid for 15 months from the date of contract period at the earliest. No interest will be paid by the NIOS on the deposit.
- b. Performance Security will be refunded to the firm/bidder, after it duly performs and completes the contract/warranty period in all respect.
- c. Performance Security will be forfeited if the firm fails to perform/abide by any of the terms or conditions of the contract.
- d. In case, the Contractor fails to provide the required services within specified delivery period, the same services will be obtained from open market and the difference of cost, if any, will be recovered from Performance Security or from pending bill(s) of the defaulting firm or from both in case the recoverable amount exceeds the amount of Performance Security.
- e. In case of non-receipt of Security Deposit within the stipulated time, EMD will be converted into Security Deposit and the balance amount will be

recovered from the bill submitted for the payment.

9. CONTRACT PERIOD

- a. The contract will be initially for a period of one year. Based on satisfactory performance, the contract may be extended further for maximum of two more years on mutually agreed terms and conditions on the same rates.
- b. The NIOS can terminate the contract with one-month notice in case the services are not found satisfactory. In such a case, the NIOS will pay on actual work basis for the duration for which the services were used during the period in question.
- c. The Contractor will be required to give one month notice in writing of their intention to leave or discontinue their service. This contract can be terminated with a notice period of one month by the either side.

10. COMMENCEMENT OF WORK

The successful bidder should commence the services in all respect within 07 days at the NIOS Campus on receipt of formal work order. In case it is found that the work has not been taken up from the above date, the NIOS at its sole discretion may cancel the work order and the EMD/ Security Deposit shall be forfeited without any further reference to the Contractor.

11. CANCELLATION OF CONTRACT

- a. Notwithstanding any other provisions in this contract, the NIOS reserves the absolute right to terminate the contract forthwith if it is found that continuation of the contract is not in public interest. The contractor is not eligible for any compensation or claim in the event of such cancellation.
- b. If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and Security Deposit issued to the NIOS shall be forfeited without any claim whatsoever on NIOS and the contractor is liable for action as appropriate under the extant laws.

12. FORCE MAJEURE

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the CONTRACT, the relative obligation of the party affected by such Force Majeure shall be suspended

for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the CONTRACT, Flood and Acts and Regulations of respective government of the two parties, namely NIOS and the CONTRACTOR.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 48 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, NIOS shall have the option of canceling this CONTRACT in whole or part at his discretion without any liability at his part. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

13. ARBITRATION & JURISDICTION

- a. In the event of any dispute arising out of or in connection with this contract, whether during the subsistence of the contract or thereafter, the matter shall be referred to the Chairperson, NIOS or any other officer nominated by the Chairperson, NIOS for arbitration whose decision shall be final and binding on the parties. The contractor agrees that the arbitrator could be an employee of the Institute & shall not have any objections in this regard. The proceedings before the arbitrator would be governed by the provision of the Arbitration Act 1996.
- b. The work shall be awarded to that party, whose rates are found genuine, lowest & capable to work at NIOS. The rates should be inclusive of all taxes. The NIOS holds the right to reject any/all the bid(s) without assigning any reason.
- c. Canvassing in connection with the tenders is strictly prohibited and tenders submitted by the tenderers who resort to canvassing will be liable to rejection. Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer or staff of the NIOS shall block his/ her tender from being considered. Canvassing on the part or on behalf of the tenderer will also make his tender liable to rejection.
- d. The courts at New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

14. PENALTY

While all contractual obligations will be strictly enforced, deduction will be made for poor service like:-

- a) Person sent by the agency for servicing not bringing the required chemicals or required quantity.
- b) The service personnel refusing to do duty assigned in respect of Disinfections/Insect control/mosquito control/flies control services and fumigation services.
- c) Service personnel not turning up for service on the appointed time.
- d) Deduction will be made for poor service like not carrying out monthly services, deficiency in the quality of chemicals used, and misbehavior of the staff deployed for supply and services.
- e) The penalty will be levied on the basis of work assessment by the Maintenance Section, NIOS. The decision of the Competent Authority of the NIOS will be final and binding in this regard. The normal penalty will be 5%-10% of the contract value subject to maximum penalty will be 15%.

Declaration/Acceptance

I/We have read the Tender conditions including the General Terms and conditions of the contract given in the tender document. I/We agree to abide by the same.

Date: _____

Address for Correspondence:

Contractor's Seal & Signature

PART – I

Technical Bid

(2 pages)

A. Documents details to be mandatorily submitted:

Sl. No.	Particulars	Fill in the details
1	Name of the Firm/ Tenderer/ Company (in block letters)	
2.	Date of incorporation/Establishment and details [Copy attach as enclosure]	
3	Permanent Address & Telephone No.	
4	Telephone/ Mobile No: E-mail	
	EMD Details	DD No. Dated: Bank Name: Amount:
6	Name of Bank/Branch/Account No. of the firm/agency with MICR/ IFSC Code	
7	PAN Number [Copy attach as enclosure]	
8	GST Identification Number [Copy attach as enclosure]	
9	Authorized Signatory Details (Company/Firm Authorization by the competent authority, to be attached)	Name: Designation: Email: Phone:
10	Details of Contact other than Authorized Signatory	Name: Designation: Email: Phone:
11	An affidavit duly sworn by the tenderer or sole proprietor or Company has never been black listed or changed the name of the firm (in original)	[Attach as enclosure & refer here]

12	An affidavit duly sworn by the tenderer or sole proprietor or Company is/ or not involved in any Police case/ Vigilance enquiry pending or ever been punished by any Hon'ble Court (in original)	[Attach as enclosure & refer here]
14	Whether the firm/agency has executed any similar contracts during last 3 years. If yes, please provide the details in the Table-B of Part I – Technical Bid.	
15	Any other Information which you would like to furnish:	

B. Details of Experience: Should be furnished in the following format:

Name of the client and full address	Telephone and FAX number of the client	Tenure of the contract	Value of contract	Supporting documents to be attached as enclosure & refer here

It is certified that the particulars given above are true to the best of my/our knowledge/belief and I/We have read the terms and condition of the Tender for deployment of one Ambulance on contract basis and have also understood the same and do hereby undertake to abide by the same without any reservation on any ground whatsoever. In case of any breach of the said conditions I/we shall be responsible for consequences of the same.

Date: _____

Name & Signature of the Authorized Signatory
Of the Firm/Party/Agency

PART – II

Financial Bid

(1 page)

(To be submitted by the firm on its letter head)

SI No.	Particular	Rate per month (Inclusive of all applicable taxes)
1.	Providing Pest Control Services as per the terms & conditions of the tender	Rs. _____ per month (Rupees _____)
2.	On call basis	
	Rate per removal of one Beehive	Rs. _____ (Rupees _____)
	Rate for catching of one snake	Rs. _____ (Rupees _____)
Total		Rs. _____ (Rupees _____)

Name and signature of the Firm's
Authorized Signatory

Address and seal of the firm

Phone No.