

# INDIA HABITAT CENTRE

## **TENDER DOCUMENT**

**FOR** 

### PEST CONTROL SERVICES AT INDIA HABITAT CENTRE

**2025** 

DIRECTOR OFFICE, CORE 5A, 6<sup>TH</sup> FLOOR, INDIA HABITAT CENTRE, LODHI ROAD, NEW DELHI-110003



# **INDIA HABITAT CENTRE**

### PEST CONTROL SERVICES

# **2025**

# **CONDITIONS OF CONTRACT**

sued to:	 			

# THE DIRECTOR OFFICE INDIA HABITAT CENTRE CORE 5A, SIXTH FLOOR LODHI ROAD, NEW DELHI – 110 003

#### **TENDER NOTICE**

The Director, India Habitat Centre, Lodhi Road, New Delhi invites 'Sealed tenders' under the two bids system for pest control services from reputed agencies fulfilling the criteria laid down in Technical bids format at Annexure-1 & VI. The contract period will initially be for a period of two year extendable on satisfactory performance and mutual consent on same terms and conditions by another one year.

The bids are to be sent in two parts- one sealed envelope super scribed as 'Technical Bids' giving details in the format as Annexure- 1 & VI, and Second envelope super scribed as 'Financial Bid' in the format at Annexure -XI. The two sealed envelopes as above will be placed in another sealed envelope super scribed as 'BID FOR PEST CONTROL SERVICES'. The bids shall be signed by a person duly authorized on behalf of the bidder firm and shall be sent to:-

THE DIRECTOR
INDIA HABITAT CENTRE
CORE-5A, 6<sup>TH</sup> FLOOR
LODHI ROAD, NEW DELHI 110003
Ph. No. 011-43662054, 43662001, 43662008

Bid forms along with terms & conditions can be obtained from the office of the Director, India Habitat Centre, Core 5 A, 6th floor, Lodhi Road, New Delhi on submission of a DD/pay order /cash of Rs.1000/- (Non-refundable) drawn in favor of India Habitat Centre payable at New Delhi. The tender documents can be collected on all working days between 10.00 A.M. to 5.00 P.M. from 17/10/2025 onwards and bid documents can also be downloaded from India Habitat Centre website www.indiahabitat.org.

- 1) Date of Pre Bid meeting at the office of Director, IHC 24/10/2025 at 3:00PM
- 2) Last date of downloaded the Bid form from website 30/10/2025 at 11:00AM
- 3) Last date & time for receipt of Bids forms

-30/10/2025 at 3:00PM

4) Date & time of opening of Technical Bids

- 30/10/2025 at 3:30 PM

5) Date & time of opening of Financial Bids

-03/11/2025 at 3:00 PM

The date and time for opening of financial bids will be intimated to the bidders who will qualify the Technical evaluation of their bids.

The sealed bid should be sent by registered post (A.D.) or by courier or handed over personally at Core 5A, 6th Floor, IHC, Lodhi Road, New Delhi. The sealed bids received after the 30/10/2025 at 3:00PM shall not be entertained. The technical bids will be opened on the same date 30/10/2025 at 3:30 PM in the presence of the representative of the bidders present. Date of opening of financial bids such firms which meet the prescribed prequalification criteria will be intimated.

#### TENDER DOCUMENT

# NAME OF WORK: ANNUAL CONTRACT FOR PEST CONTROL SERVICES AT INDIA HABITAT CENTRE, LODHI ROAD, NEW DELHI

#### 1. DURATION OF CONTRACT:-

The contract shall be valid initially for two year. However, the same can be extended on same terms & conditions for another one year or part thereof with written mutual consent of both the parties.

#### 2. ELIGIBILITY CRITERIA

- 2.1 The bidder must have an annual turnover of Rs. 20 Lakhs (Rupees Twenty Lakh Only) from Pest Control Services during last 10 years. How a Chartered Accountant certificate to this effect must be mandatorily attached.
- 2.2 The bidder submitting the bid should have the experience of similar works in any of the Departments/Autonomous institutions/ Universities/ Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities as follows:-
- 2.2.1 One similar work costing not less than Rupee Three lac ( 3 Lac ) or
- 2.2.2 Two similar works costing not less than Rupee One Lac each or
- 2.2.3 Three similar works costing not less than Rs Fifty Thousand each
- 2.3 The Tendered should have the Registered / Branch Office in Delhi / NCR.

#### 2.4 A valid Pesticides license Certificate from Govt. of NCT.

2.5 The agency must be registered with the following statutory author ESI, EPF, & GST

Please submit copies of documentary evidence e.g. work order and corresponding satisfactory job completion certificates from clients specifying value and period of work order

3. EARNEST MONEY DEPOSIT (BID SECURITY): The contractor shall deposit the earnest money of Rs. 25,000/- (Rupees Twenty Five Thousand Only ) in form of DD/Pay Order of a scheduled bank in favors of India Habitat Centre, payable at New Delhi along with the tender document.

#### Note:

- 3.1 Tender not accompanied by Bid Security shall be out rightly rejected.
- **3.2** Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
- **3.3** Bid security of the successful bidder shall be returned on receipt of Performance Security by the IHC and after signing the agreement.
- **3.4** Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.

- 3.5 Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the IHC.
- **3.6** The Earnest Money Deposit (Bid Security) will remain valid for a period of forty-five days beyond the final bid validity period.

#### 4. SUBMISSION OF TECHNICAL BID AND FINACIAL BID:

- 4.1 The tender shall be submitted in sealed cover, consisting of separate Technical and Financial bid for each work. This sealed cover shall contain Technical bid and financial bid sealed in separate envelopes for each work. All the sealed envelope shall be clearly marked with name of work and name of bidder.
- 4.2 Each bidder shall submit only one Tender Bid. Bids from partner in joint venture or as a member of consortium are not acceptable.
- 4.3 The bidder is expected to examine all instructions, Forms, Terms and Conditions in the tender document. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of his bid.
- 4.4 The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the tender document.
- 4.5 The bids and all accompanying document shall be in English or in Hindi.
- 4.6 The completed tender document must be submitted 30/10/2025 at 3:00PM in the Director office of India Habitat Centre, Lodhi Road, New Delhi. Tenders received after the due date and time shall not be entertained.

#### 5. VISIT TO INDIA HABITAT CENTRE

IHC is an institutional complex, spread over approx. NINE acre of land at Lodhi Road, New Delhi with designed of selectively shaded courtyards and open space of sand stones/tiles over concrete structure. There are five numbers of main multistoried blocks of consisting common floor lobbies, toilets, and staircases etc. which are interconnected at the top floors by bridges. There is double basement floor for parking of around 1000 cars. There are four entry/exit points in the campus, service roads and the boundary wall is complete on all sides. The bidders are therefore advised to visit the campus and acquaint themselves with the area, scope of work and operational system thoroughly. The costs of visit shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to IHC and is fully aware of the scope of work and operational conditions prior to the submission of the tender documents.

#### 6. TENDER DOCUMENTS:-

The Tender Invitation Document has been prepared for the purpose of inviting tenders for Pest Control Services at India Habitat Centre. The Tender document comprises of:

#### 6.1 Technical Bid:

- 6.1.1 Tender Form Annexure-I
- 6.1.2 General Terms & Conditions: Annexure-II
- 6.1.3 Areas to be maintained pertaining to the contract; Annexure-III
- 6.1.4 Minimum Manpower deployment for the Pest Control Services; Annexure-IV
- 6.1.5 Pesticides and Machine Details; Annexure V
- 6.1.6 Pregualification bid; Annexure -VI
- 6.1.7 Undertaking (on a Stamp Paper of Rs. 10.00); Annexure VII
- 6.1.8 Form of Bank Guarantee for Performance Security -VIII
- 6.1.9 Form of Agreement; Annexure-IX
- 6.1.10 Gst Clause, Annexure-X
- 6.1.11 Financial Bid Form Annexure- XI

#### Copies of the following documents should be submitted along with the Technical Bid.

- a) Annual Turnover Audited Balance Sheet and Audit Report of last ten financial years
- b) GST Certificate.
- c) Registration Certificate of Firm/Agency/Organization.
- d) A valid Pesticides license Certificate from Govt. of NCT.
- e) PAN No.

#### 6.2 Financial Bid:

- 6.2.1 Bidder shall quote separately the **monthly rates** in Indian Rupees. The tendered rates include all the liabilities of the contractor such as statutory liabilities like Minimum Wages, ESI, PF contributions, service charges, all kinds of taxes etc., cost of uniform and identity cards of personnel deployed by the contractor and all consumables, tools & plants, machines, vehicles etc. required for the smooth and satisfactory execution of the work which should be clearly stated by the contractor. The statutory deductions like income tax, work contract tax etc. (wherever applicable) shall be made from the bills of the contractor.
- **6.2.2** Conditional bids/offers will be summarily rejected.
- **6.2.3** The Financial Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder.
- **6.2.4** The Bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

#### 7. Format and Signing of Bid

- 7.1 The bidder shall submit one copy of the Tender document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.
- 7.2 The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.
- 7.3 The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by the ,or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.

#### 8. Submission of Bids:-

- 8.1 All the sealed covers shall be addressed to The Director, India Habitat Centre, Core-5A, 6th Floor, Lodhi Road, New Delhi-110003
- 8.2 The tenders shall remain valid and open for acceptance for a period of 90 days from the Last date of submission of tender.

#### 9. Late and Delayed Tenders:-

9.1 Bids must be received in the IHC at the address specified above not later than the date and time stipulated in the NIT. The IHC may, at its discretion, extend the deadline for submission of bids. Any bid received by the IHC after the deadline for submission of bids, as stipulated above, shall not be considered. No tender by fax will be entertained.

#### 10. Bid Opening and Evaluation:

- 10.1 The authorized representatives of the IHC will open the technical bids in the presence of bidders or their representatives who choose to attend at the appointed place and time.
- 10.2 The bid of any bidder who has not complied with one or more of the conditions will be summarily rejected.
- 10.3 conditional bids will also be summarily rejected.
- 10.4 Financial bids will be reviewed solely after the technical bids have been assessed. Only those bidders who meet the criteria in the technical evaluation will proceed to the financial bid evaluation stage.
- 11. The financial Bid not conforming to the DC Rates (Labor wages) for Delhi and other statutory obligations like EPF, ESI, Bonus, Leave Relief, Gratuity etc. are liable to be rejected.

#### 12. Right to accept any Bid and to reject any or all Bids:-

- 12.1 The IHC is not bound to accept the lowest or any other bid and may reject any or all the bids without assigning any reason.
- 12.2 The IHC may terminate the contract if it is found that the agency is black listed on Previous occasions by any of the Govt. Deptt./Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.
- 12.3 The IHC may reject the Bid in the event that the Bid is accepted but the successful bidder Fails to furnish the Performance Security or fails to execute the contract agreement.

#### 13. Award of Contract:-

- 13.1. The IHC, will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- 13.2. The IHC will communicate the successful bidder that his bid has been accepted. This Letter (hereinafter and in the condition of contract called the "Letter of Offer") shall Prescribe the amount which IHC will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.
- 13.3. The successful bidder will be required to execute a contract agreement within a period of 15 days from the date of issue of Letter of Offer.

#### 13.4. **SECURITY DEPOSITS**

The successful bidder shall be required to furnish a Performance Security within 10 days of receipt of "Letter of Offer" for an amount of Rs 1, 00,000/- (Rupee One Lac Only) in the form of an Account Payee DD from a scheduled bank in favor of India Habitat Centre, payable at New Delhi or a Bank Guarantee valid for a period of twenty – six months from the date of award of the contract. (The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations.) The Security Deposit will be forfeited in case the contractor fails to meet its obligation under the contract. The bank guarantee must provide appropriate provisions for the same.

- 13.5. The successful bidder may be assigned additional area of the IHC for the purpose of Providing Pest control services on the same rates and terms and conditions, approved and finalized in response to this tender notice.
- 13.6. The offer shall be kept open for acceptance for three months from the date the submission of documents. In case, the agency withdraws his offer or modifies it without the prior consent of IHC, the earnest money deposit shall be liable to be forfeited, at the sole discretion of the Director, IHC.
- 13.7. The office of the director reserves the right to verify any/all the documents submitted by you.
- 13.8. The bidder shall mention, in the prescribed Performa, the number of the personnel he proposes to deploy on day to day basis, including holidays, for the smooth execution of the work. Besides this, the bidder shall mention the list of major tools, plants and other equipment that he proposes to use in smooth execution of work.

Signature
Of the Bidder with seal

# TENDER FORM FOR PEST CONTROL SERVICES AT INDIA HABITAT CENTRE, LODHI ROAD, NEW DELHI

1. Due date for submission of Tender:	

- 2. Names, address of firm / Agency and Telephone numbers
- 3. Registration No. of the Firm
- 4. Name, Designation, Address and Telephone No. of Authorized person of Firm / Agency to Deal with.
- 5. Copy of PAN Card issued by Income Tax and copy of Previous three Financial Years Income Tax Return
- 6. Copy of PAN Card issued by Income Tax and copy of Previous three Financial Years Income Tax Return
- 7. Provident Fund Account No.
- 8. ESIC Number
- 9. License number under Contract Labor (R &A) Act, if any
- 10. A valid Pesticides license Certificate from Govt. of NCT.

- 11. Details of Bid Security deposited:
  - (a) Amount:Rs.
    (Rupees in words also)
  - (b) FDR No. or DD No. or Bank Guarantee In favor of
  - (c) Date of Issue:
  - (d) Name of issuing authority
- 12. Details of Tender cost, if downloaded from the website.
- 13. Any other information, if any:
- 14. Declaration by the bidder

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ ourselves abide by them.

(Signature of Bidder) Name and Address (With seal)

Annexure-II (Page: 11-18)

#### **GENERAL TERMS & CONDITIONS:**

- a. Report of all the staff deployed at IHC shall be given to GM-Services, every day.
- b. The machines deployed shall be in good working condition and a logbook shall be maintained to keep proper records for their performance. Logbook of machines shall be kept ready for reference with your manager/site in charge.
- c. All the staff shall wear proper uniforms as per the weather (pants/shirt/sweater/shoes for gents and suitable uniform for ladies) and shall be wearing ID card, while on duty. No manpower other than those on duty shall be allowed to stay in the premises. The ID card shall only to be used as attendance purpose.
- d. The agency would indicate the minimum qualifications and experience of each category of the personnel, which would be deployed by him/them.
- e. The contract can be terminated with one-month notice, if during the tenure of the contract the performance is not found to be satisfactory and in this regard the decision of the Director IHC will be final and binding on both parties.
- f. The staff deployed for the purpose of IHC shall be exclusively for IHC. Duplicacy of staff with any of the existing Institutions at IHC will not be allowed to work. No manpower other than those on duty shall be allowed to stay in the premises.
- g. The persons deployed by the agency should be properly trained, have requisite Experience and skills for carrying out a wide variety of Pest Control services using appropriate materials and tools/equipment.
- h. The agency should ensure the Health and safety measures of the employees.
- i. The agency must employ adult and skilled labor only. Employment of child labor will lead to the termination of the contract. The Contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. The Contractor shall be fully responsible for the conduct of his staff.
- j. The agency shall provide, for security reasons, the following details of the staff, proposed to be deployed viz. Total no. of staff proposed to be deployed, their name, age, residential address and category for the proper identification along with recent passport size photograph. The bidder must ensure the police verification of proposed deployment of staffs in IHC.
- k. GST, TDS and other taxes as applicable will be deducted from each bill. The documents as per the prevailing laws shall be submitted in time like GST, PF, and ESI etc.
- 1. You are requested not to use the stores given to you, for the purposes other than the materials required for IHC. If any other material is found to be stored in the premises,

the same shall be confiscated and will become property of IHC. You are, therefore, requested to maintain proper records for the materials lying in the stores (to be used exclusively for IHC) including the logbook for the machines being used. This information shall always be handy and will be shown to the DGM- Services as and when called for.

- m. The office of the Director, IHC, will have the unhindered access to the store and any other documents maintained by the contractor, which pertains to IHC.
- n. Failure by the contractor to comply with any statutory requirement will attract disqualification and termination of contract by IHC.
- o. You are requested to ensure that manpower deployed is engaged in the performing the specific duties assigned to them as per daily deployment report with duly consent of GM – Services and Senior Technician and your Manager-in - Charge on duty. If any employee of yours is found to be engaged in any other duty them assigned, he will be treated as ABSENT from the duty and the deduction will be made as per the work order.
- p. The agency will be given a store & a telephone connection (on payment basis as per actual bill). The instrument shall be brought by the agency.
- q. Contractor shall be allowed free use of water, electricity and designated area in the building, for bonafide use for office and storage and performance of this contract.
- r. No facility of the office of Director, at IHC will be made available to the concerned agency without approval of the concerned officer.
- s. All the complaints shall be routed through the Central Control room, which is manned on a 24-hour basis. Even if the contractor receives the complaint directly, the same may be forwarded to the control room for necessary follow up and action. The contractor shall follow the call logging and rectification procedures, which are in force from time to time.
- t. All the formats, Checklist, required for regular monitoring (to be put up in all the toilets) shall be furnished by you.
- u. The agency shall provide the monthly report of services schedule of pest control.
- v. The agency shall provide the brand names of all the major consumables and a sample of each along with the tender.
- w. Attendance report of all the staff deployed at IHC shall be given to GM-services, IHC, and every day. The copy of the certified report shall form part of the monthly bill.
- x. You shall give the detailed schedule of operations/activities, to be conducted by you on regular basis. Logbook of machines shall be kept ready for reference with your manager

- y. You shall be responsible for the watch and ward of your store.
- z. You shall be reporting to GM- Services for day-to-day operations and will take necessary instructions from him on daily basis.
- aa. You will ensure that required levels of hygiene are maintained in the complex. All the debris, waste chemicals, insects or rodents shall be removed by you only, immediately after the treatment.
- bb. <u>Determination of contract</u>: In the event of the contractor committing breach of any of the terms and conditions herein contained and/or required to be observed and to be performed by the contractor, for the satisfactory and faithful performance of the contract, IHC shall be at liberty to terminate this contract by giving one month's notice and without assigning any reasons, and IHC shall be entitled to forfeit the security deposit or any part thereof.
- cc. Performance of the contractor's work shall be reviewed by the IHC authorities every quarter, wherein senior executive of the contracting firm will have to be present.
- dd.During entire contract period, the contractor shall coordinate his work, with other agencies working inside or outside the building.
- ee. The contractor shall pay till full and final settlement with the labor (s) or workers for all statuary requirements applicable as per rules and applicable law, including gratuity/retrenchment benefits pertaining to the currency of the contract. He shall indemnify IHC and shall keep IHC indemnified against all such claims.
- ff. During entire contract period, the contractor shall coordinate his work, with other agencies working inside or outside the building.
- gg. The Contractor shall maintain a close co-ordination with institutional representative, Services agencies and Security, IHC so that the Pest Control Services will carried out efficiently without any in conveyances. For scheduled Pest Control Services, prior intimation and permission from respective area personnel and GM-Services with approval will form part of the contractor's scope of work.
- hh. The agreed manpower will NOT be used for any additional work within the Complex during the shift timings, for which extra payment is claimed by the vendor.
- ii. The agency will not enter into any separate contract with any institution situated within the Complex.
- jj. The Officer in Charge /Finance Executive of IHC may cross check the deployment of staff at IHC at any time. The contractor shall ensure the availability of agreed staff as per the work order, once the contract is awarded. They can also ask for the salary register and the disbursement of the salary in their presence as per minimum wages act.

- kk. The officers of the IHC will have a right to ask the disbursement of the salary in their presence as per minimum wages act. The salary should be paid to the workers through bank only
- II. In case it is felt by the GM- Services/Officer Designate or his authorized representative, that any workman or supervisor of the Contractor is not suitable for carrying out the job or for supervision inside the IHC premises, then the workmen or the supervisor is to be replaced immediately by the Contractor on receiving official communication from IHC.
- mm. The premises will be handed over on AS IS WHERE BASIS IS. The bidders are requested to understand all the conditions of the site. It will be understood that the bidders are well aware of all the constraints/condition of the site. In case of dispute, the decision of the Director, IHC, shall be final & binding on you.
- nn. The Contractor shall make arrangement to issue Identity cards to each of the Workmen, supervisor and staff for entry into the premises. The contractor, at his own cost, shall issue the Identity cards. Security staff shall be at liberty to exercise check on any of the workers, supervisors while entering, search them in the premises during the work and while leaving the premises.
- oo. Electronic punching system will be installed at Gate 2A. All the agreed man power will be issued compatible identity cards by the agencies at their cost. The records from the system will be the basis for verification and payment of monthly bills. No manpower other than those on duty shall be allowed to stay in the premises.
- pp. You shall be fully responsible to ensure that adequate safety measures and precautions are taken by you to ensure the complete safety of the workers and the visitors. You shall be solely responsible in case of any accident/death and shall indemnify IHC against any such loss or claim which may arise due to this scope of work.
- qq. You shall provide necessary barriers, warning signal and other safety measures confirming to National Building Code of India -2007.
- rr. In case of any accident damage / theft is caused to the assets/property/office equipment by staff or supervisor of the Contractor, then the Contractor shall bear the cost of repair or replacement. The decision of Director, IHC in this regard shall be final and binding by the contractor.

#### ss. Penalty Clause

- The Manpower specified above is the bare minimum, to cover the areas and scope of work, as mentioned below, to ensure good services. However the agency will be, at their liberty, to increase the manpower, as per their own assessment, without any financial burden to IHC. Under no circumstances, the reduction in manpower deployment will be accepted.
- Non-availability of manpower/absence will attract a penalty as under:

- tt. The agency has to follow the model code of conduct for all their employees deputed in the center.
- 1. Consumption of alcohol within the premises and/or carrying out the duties under the influence of alcohol is strictly prohibited. Any violation will attract a penalty of Rs. 10000.00 per incident. In case the total fine exceeds Rs. 30,000/- the AMC contract of the respective agency will be terminated.
- Sleeping during duty hours is strictly prohibited. In case any employee is found sleeping during duty hours, the agency will be fined Rs.1000.00 per incident. In addition, the employee will be marked as absent for duty during that shift. In case the total fine exceeds Rs.10, 000/- the AMC contract of the respective agency will be terminated.
- 3. The Centre is a No-smoking area. Please instruct all your employees to desist away from smoking within the Centre. Smoking and chewing of tobacco are prohibited in the premises. It may be noted that any such incident, if brought to IHC notice, will be viewed seriously and a fine of Rs. 1000/- per incident will be imposed. In case the total fine exceeds Rs. 10000/- the AMC contract of the respective agency will be terminated.
- 4. Any new deployment of manpower in the Centre by the agencies has to be intimated/approved by IHC in advance. They will be exempt from carrying identity card for a period of 7 days and from wearing uniform for a period of 15 days from the deployment date. However, they will carry an authorization letter issued by the agency during their movement within the Centre.
- 5. In case any of your employees is found without identity card and uniform during duty hours, you will be fined Rs. 500.00 per incident. Exemption for new deployment will be applicable as above.
- 6. The entry to the pest control Store is restricted only to the authorized employees of the agencies. Please ensure that no other person enters the store without the permission of India Habitat Centre. Any violation will attract a penalty of Rs. 1000.00 per incident.

#### **Special Contract**

#### 1. SUPPLY OF LABOUR:

- The Contractor shall pay wages to Labour employed by him directly, which shall not be less than the minimum wages, and DA, as notified by Delhi Administration from time to time.
- The contractor shall, wherever applicable, comply with the provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Employees provident Fund &

Miscellaneous Provisions Act 1952, ESI Act 1948, Employer's Liabukutt Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Maternity Benefit Act 1961, and Contractor's Labor (Regulations and Abolition Act) 1970 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

- The Contractor will provide the actual deployment of personnel to IHC office. The deployment can be provided on a daily, weekly or monthly basis depending on nature of work and as required by IHC.
- The Contractor shall indemnify the IHC against any payments to be made under and for the observance of the above mentioned various laws & rules.

#### 2. CONTRACT PRICES:

It is mandatory to provide the bank statement for all the wage payments to all the employees deployed at IHC, along with monthly bills. The contractor, if possible, will open an account with State Bank of India/ Indian Overseas Bank situated at/near IHC for all its employees for disbursement of wages and other statutory payments.

#### 3. <u>DEDUCTION OF TAXES AT SOURCE</u>

• Taxes at source shall be deducted from all the payments, in accordance with the provisions of Income Tax Act, 1961, or any other relevant act in force.

#### 4. GM-Services/Officer Designate (IHC)

- The duties of the representative of the GM- Services/Officer Designate are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works.
- If the Contractor is dissatisfied with any decision of the GM- Services/Officer Designate, he shall be entitled to refer the matter to the Director, IHC who shall there upon confirm, reverse or vary such decision.
- The GM- Services/ Officer Designate will issue a certificate of satisfaction of work being
  done by the agency in an appropriate format along with the monthly payments certified by
  him. GM- Services/Officer Designated will also point out any dissatisfaction in the level of
  service being provided and ensure that maintenance schedules are being followed. GMServices/OD will specify if any penalty, as provided in the contract, is to be levied.
- The GM- Services/OD/Finance Executive of IHC may cross check the deployment of staff at IHC at any time. The contractor shall ensure the availability of agreed staff as per the work order, once the contract is awarded.

#### 5. PAYMENT ON ACCOUNT

A. Payment of the monthly Contractor's bills shall be made by IHC within 7 days from the date of submission of the bill subject to, there being no dispute or discrepancy in the Bill.

### 6. OVERPAYMENTS & UNDERPAYMENTS:

- B. Whenever any claim for the payment of a sum of money to IHC arises out of or under this Contract against the Contractor, either he shall pay the claim on demand or the same may be deducted by IHC from any sum due or which at any time thereafter may become due to the Contractor under this Contract and failing that under any other Contract with IHC or from any other sum due to the Contractor from the IHC which may be available with IHC from his security deposit.
- C. If any damage/theft is caused to the assets/property/office equipment by staff or supervisor of the Contractor, then the Contractor shall bear the cost of repair or replacement. The decision of Director IHC in this regard shall be final and binding on the contractor.

#### 7. CANCELLATION OF CONTRACT IN FULL OR IN PART:

- 1. If at any time the Contractor makes default in proceeding with the works with due diligence, and continues to do so, after a notice in writing of 7 days from the GM Services/Officer Designate, or commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it or fails to complete the items of work as per schedule attached and does not complete them within the period specified in the notice given to him in writing, IHC may without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to IHC, by written notice, cancel the contract.
- On such cancellation, IHC shall have powers to take possession of the site and any materials thereon; and/or carry out the incomplete work by any means at the risk and cost of the contractor.
- 3. Any excess expenditure incurred or to be incurred by IHC in completing the works or part of the works, or the excess, loss or damages suffered or may be suffered by the aforesaid, after allowing such credit as shall be due, shall be recovered from any money due to the Contractor on any account, and if such money is not sufficient, the Contractor shall be called upon in writing to pay the same within 30 days.
- 4. The contract can be terminated with one-month notice, if during the tenure of the contract the performance is not found to be satisfactory and in this regard the decision of the Director IHC will be final and binding on both parties.

#### 8. ARBITRATION:

- Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the specifications, and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole Arbitrator to be appointed by Director, IHC.
- > The arbitrator(s) may from time to time with consent of the parties enlarge the time for making and publishing the award.
- > The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings, and no payment due or payable to the Contractor shall be withheld on account of such proceedings.
- > The arbitrator shall be deemed to have entered on the reference on the date, he issues notice to both the parties fixing the date of the first hearing. The arbitrator shall give a separate & reasoned award in respect of each dispute.
- The venue of arbitration shall be within Delhi, such place, as may be fixed by the Arbitrator with his sole discretion within Delhi.
- > The award of arbitrator shall be final, conclusive and binding on all parties to this Contract.
- The cost of arbitration shall be borne by the parties to the dispute as may be decided by the arbitrator(s).

#### 9. LAWS GOVERNING THE CONTRACT:

This contract shall be governed by the Indian Laws in force.

#### 10. OTHER TERMS & CONDITIONS OF THE CONTRACT:

#### ➤ Contractor's Staff:

The Contractor shall ensure that the workers are properly dressed and in uniforms, as approved by IHC. Identity cards must be displayed at all times. Movement in the Complex shall be done only on bonafide works. General discipline and good behavior shall be maintained at all times. The uniform will consist of Shirt/ T Shirt, Pant, Sweaters and Shoes.

#### ➤ Removal of Workmen:

The Contractor shall employ, and for the execution of various works, only such persons as are skilled and experienced in their trades and submit the list of workers so employed, and the Engineer-in-charge/Officer Designate shall be at liberty to object to and require the Contractor to remove from the works any person employed by the contractor who in the opinion of the Engineer-in-charge/Officer Designate misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the GM- Services/Officer Designate. Decision of the Engineer-in-charge/Officer Designate in this respect shall be final and binding on the contractor.

Annexure –III (Page: 19-20)

# SCOPE OF WORK AND AREAS TO BE MAINTAINED PERTAINING TO THE CONTRACT WILL BE AS UNDER:-

- Your scope of work includes all the services for pest control treatment for Insects/Mosquitoes/rodents/cats/honeybees & dogs etc. and Disinfect sanitization: IHC office, Information Centre, All core lobbies, Library, VAG, OPC,HLC, lifts and wash rooms (cores-7A,6A,4B,4A,5A,5B,&6C), the cooling tower, driver toilet, driver room, worker toilet (5a back side), and all main gates of the building for the entire IHC complex including the interiors of all the allotted Institutions except for the following: -
- Convention Centre, all the rooms, restaurants, health club, swimming pool, kitchen etc.....
- All the areas occupied by Habitat World
  - ➤ General pest control treatment spraying and fumigation of approved appropriate quality and quantity of pesticides/ fumigant etc. as per standard practice and as per the direction of GM-Services for the above –mentioned areas. The entire areas mentioned above has to be maintained free from all kind of flying and crawling insects, pest, beetles, flies, mosquitoes, carpet-moths, silverfish, crickets, cockroaches, lizards, bugs etc.
  - Fumigation service will done every fortnight.
  - Rodent control Application of approved and appropriate method of rodent control as per standard practices of rodent control and direction of GM-Services for the above mentioned area.
  - The entire areas mentioned above has to be maintained free from rats and mice by utilizing appropriate method viz. chemicals, rodent icides, reclaim trap method and gum pad methods etc.
  - You have to ensure that the disposal/removal of killed and trapped rats or mice etc. Are carried out immediately.
  - Honey bee hive-Application of approved and appropriate method of removal of honeybee hive as per standard practice wherever physically possible every month.
  - Cats and dogs: you shall responsible for removal of cats and dogs from the complex at your own cost but no killing them. Necessary arrangements to ensure such, shall be part of scope of work.

#### **MANPOWER, MATERIALS AND MACHINERIES**

- 1. The minimum manpower to be deployed at IHC shall be as per annexure-IV enclosed. (The deployment of the manpower shall be as approved by IHC.)
  - At least one Supervisor 12th Pass and having experience of minimum of Three years in the similar work shall be deployed every day, regardless of Sundays.
  - At least Two Operators 10<sup>th</sup> pass having Three years' experience in the similar work shall be deployed every day, regardless of Sundays
  - The Manpower specified above is the bare minimum, to cover the areas and scope of work, as mentioned below, to ensure good services. However the agency will be, at their liberty, to increase the manpower, as per their own assessment, without any financial burden to IHC. Under no circumstances, the reduction in manpower deployment will be accepted. The manpower deployed will be evaluated on day-to-day basis only. An amount of Rs.500/day for the operator and Rs. 700/day for supervisor will be deducted for each day of absence.
- 2. The cost for the work includes all the manpower, pesticides, tools & plants and machinery.
- 3. A list of pesticides with make, manufacturer's name and specification and all stationed tools & machineries shall be submitted to GM- SERVICES, IHC. The samples for the pesticides shall be approved by the GM- SERVICES, IHC well in advance.
- 4. An amount @ Rs.2000/day (Rupee Two Thousand perDay) will be deducted for using of non-specified consumable.
- 5. The machines deployed shall be in good working condition and a logbook shall be maintained to keep proper records for their performance. An amount @ Rs.1000/day (Rupee One Thousand per Day) for the cylinder spray machines will be deducted for each day of out of order.
- 6. An amount of Rs 10000 per service (Rupee Ten Thousand Per Service) will be deducted for the non-attended the fumigation services on scheduled.(Forthnight)

#### Annexure-IV

#### MINIMUM MANPOWER TO BE DEPLYED AT IHC FOR PEST CONTROL SERVICES

#### MON, TUE, WED & THU

Sl	Shift	Timing	Supervisor	Operator.
1	A	8 AM to 04 PM	0	1
2	В	2 PM to 10 PM	0	1
3	С	10 AM to 5 PM	1	

#### FRI & SAT

Sl	Shift	Timing	Supervisor	Operator.
1	В	2 PM to 10 PM	1	2

#### SUN (2<sup>nd</sup> and 4<sup>th</sup> SUNDAY)

Sl	Shift	Timing	Supervisor	Operator.
1	A	8 AM to 04 PM	0	1

The Manpower deployment will be as under on specific days as mentioned below -

- 1. National Holiday 15 August, 26 January & 2 October Shift A & C Off
- 2. Diwali -Shift B & C OFF
- 3. Holi Shift A & C OFF
- 4. Weekly Off 1st and 3rd Sunday

### **Annexure-V**

### PESTICIDES AND MACHINE DETAILS

SL.	Pesticide's used for	Pesticide's name	Manufacture's name	Specification
1	Cockroach	K-Othrine Deltamethrin 2.5% SC Alfhacypermethrin 10% SC	Bayer, Arbuda, FMC	For Flying Insects and Cockroaches
		Fipronil 0.05% Gel Max Force Gel	Bayer, Arbuda, FMC	For Cockroaches
2		Bromodiolone 0.25%	Ratcon CB	For Rat Control
	Rodent	RACUMIN SURE	BAYER	1 of Nat Control
		Gum Pads	PCI, Arbuda	For Rat Trapping
3	Bees	SOLFAC EW PROPUXOR 20%EC	Bayer, Arbuda, FMC	For Bees
4	Mosquitoes	Responser PROPUXOR 20%EC	Bayer, Arbuda, FMC	
5	Insects	PROPUXOR 20%EC	Baritee-20, Nitapole Industries	

SL	Machines & tools	Machine's make	Quantity	Purpose
1	Spray machine	Aspee	3	For Spraying
2	Fogging machine	Aspee	1	Thermal Fogging
3	ULV- ULTRA LOW VOLUME SPRAYER MACHINE	BEST IN INDUSTRY	1	To control pests like mosquitoes, flies, bed bugs and other insects.
4	Measuring jar	Local	1	For Chemical Measuring

Annexure -VI (Page: 23-24)

### PEST CONTROL SERVICES - PREQUALIFICATION BID

a) Name	1. THE COMPANY
c) Address of Office at Delhi/NCR  d) Contact Person's  i) Name & Design  ii) Tel No. LandlineMobile  iii) Email ID  2. Type of Firm : Private Ltd, /Public Ltd.,/Cooperative/NGO/PSU (Please tick and enclose copy of Memorandum/Articles of Association/Certificate of Incorporation)  3. PAN No. :(Please enclose self-attested photocopy)  4. GST No. :(Please enclose self-attested photocopy)  5. EPF Registration No(Please enclose self-attested photocopy)  6. ESI Registration No(Please enclose self-attested photocopy)  7. Annual Turnover for the last ten years: (Should not be less than Rs20.00 lakh) (Please enclose copies of attested audited balance sheet and P&L A/c)	a) Name
d) Contact Person's  i) Name & Design	b) Regd. Address
ii) Name & Design  iii) Tel No. LandlineMobile  iii) Email ID  2. Type of Firm : Private Ltd, /Public Ltd.,/Cooperative/NGO/PSU (Please tick and enclose copy of Memorandum/Articles of Association/ Certificate of Incorporation)  3. PAN No. :(Please enclose self-attested photocopy)  4. GST No. :(Please enclose self-attested photocopy)  5. EPF Registration No(Please enclose self-attested photocopy)  6. ESI Registration No(Please encloseself- attested photocopy)  7. Annual Turnover for the last ten years: (Should not be less than Rs20.00 lakh) (Please enclose copies of attested audited balance sheet and P&L A/c)	c) Address of Office at Delhi/NCR
ii) Tel No. LandlineMobile  iii) Email ID  2. Type of Firm : Private Ltd., /Public Ltd., /Cooperative/NGO/PSU (Please tick and enclose copy of Memorandum/Articles of Association/ Certificate of Incorporation)  3. PAN No. :(Please enclose self-attested photocopy)  4. GST No. :(Please enclose self-attested photocopy)  5. EPF Registration No(Please enclose self-attested photocopy)  6. ESI Registration No(Please encloseself-attested photocopy)  7. Annual Turnover for the last ten years: (Should not be less than Rs20.00 lakh) (Please enclose copies of attested audited balance sheet and P&L A/c)	d) Contact Person's
iii) Email ID  2. Type of Firm : Private Ltd, /Public Ltd., /Cooperative/NGO/PSU (Please tick and enclose copy of Memorandum/Articles of Association/ Certificate of Incorporation)  3. PAN No. :	i) Name & Design
2. Type of Firm : Private Ltd, /Public Ltd.,/Cooperative/NGO/PSU (Please tick and enclose copy of Memorandum/Articles of Association/ Certificate of Incorporation)  3. PAN No. :	ii) Tel No. LandlineMobile
(Please tick and enclose copy of Memorandum/Articles of Association/ Certificate of Incorporation)  3. PAN No.:  (Please enclose self-attested photocopy)  4. GST No.:  (Please enclose self-attested photocopy)  5. EPF Registration No.  (Please enclose self-attested photocopy)  6. ESI Registration No.  (Please encloseself- attested photocopy)  7. Annual Turnover for the last ten years: (Should not be less than Rs20.00 lakh) (Please enclose copies of attested audited balance sheet and P&L A/c)	iii) Email ID
(Please enclose self-attested photocopy)  4. GST No.:	(Please tick and enclose copy of Memorandum/Articles of Association/
4. GST No.:	
(Please enclose self-attested photocopy)  5. EPF Registration No	
(Please enclose self-attested photocopy)  6. ESI Registration No	
(Please encloseself- attested photocopy)  7. Annual Turnover for the last ten years: (Should not be less than Rs20.00 lakh) (Please enclose copies of attested audited balance sheet and P&L A/c)	
(Should not be less than Rs20.00 lakh) (Please enclose copies of attested audited balance sheet and P&L A/c)	
(Please enclose copies of attested audited balance sheet and P&L A/c)	7. Annual Turnover for the last ten years:
(Please enclose copies of attested audited balance sheet and P&L A/c)	(Should not be less than Rs20.00 lakh)
enclosed (please specify)	(Please enclose copies of attested audited balance sheet and P&L A/c)
	enclosed (please specify)

(Should have provided Pest Control services in reputed organizations including at least one Reputed Corporate Companies /Institutions/PSU/Govt. Deptt with work order not less than (i) Rs.20 lakh in a single order; or (ii) Rs.15 lakh each in two orders; or (iii) Rs. 10 each in three orders)

, <u>-</u>	ificates from clients specifying value and period of
	enclosed (please specify)
l0. Earnest Money Details :	D.D. NoDate Amount - Rs.25000/- Drawn on
	Signatures of authorized signatory Name Designation
	Seal:

(Page-25)

### (ON A STAMP PAPER of Rs.10/-)

### UNDERTAKING

То	
(Designation and Name of the concerned Department)	
Name of the firm/Agency	
Name of the tender Due date:	
Sir,	
1. I/We hereby agree to abide by all terms and conditions laid down in tender docur	nent.
2. This is to certify that I/We before signing this bid have read and fully understood a terms and conditions and instructions contained therein and undertake myself/ourse abide by the said terms and conditions.	
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and oth statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Cl Uniform and Allowance thereof and any other charges applicable from time to time. I pay the wages to the personnel deployed as per Minimum Wages Act as amended by Government from time to time and shall be fully responsible for any violation.	narges, /We will
(Signature of the Bidder)	
Name and Address of the Bi	dder.
Telephone No	

### FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamps Act of India)

В.	THIS DEED of Guarantee made this day ofbetwe	
	(Name of the Bank) (hereinafter called the "Bank") of to one part and INDIA HABITAT CENTRE (hereinafter called the "Bank").	
	INDIA HABITAT CENTRE) of the other part.	
C.	WHEREAS(INDIA HABITAT CENTRE) has awarded the contra	act
	for for Rs (Rupees in figur	es
	and words) (hereinafter called the "contract") to M/s(Nar of the contractor) (hereinafter called the "contractor").	
D.	AND WHEREAS THE Contractor is bound by the said Contract to submit to the IND HABITAT CENTRE a performance Security for a total amount of Rs(Amount in figures and words).	
E.	NOW WE the Undersigned	me vill
F.	After the Contractor has signed the aforementioned contract with the INDIA HABIT. CENTRE, the Bank is engaged to pay the INDIA HABITAT CENTRE, any amount up to a inclusive of the aforementioned full amount up on written order from the INDIA HABIT. CENTRE to indemnify the INDIA HABITAT CENTRE for any liability of damage resulti from any defects or shortcomings of the Contractor or the debts he may have incurred any parties involved in the Works under the Contract mentioned above, whether the defects or shortcomings or debts are actual or estimated or expected. The Bank we deliver the money required by the INDIA HABITAT CENTRE immediately on dema without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to proto the Bank the liability or damages resulting from any defects or shortcomings or deleted of the Contractor. The Bank shall pay to the INDIA HABITAT CENTRE any money demanded notwithstanding any dispute/disputes raised by the Contractor in any suit proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and to liability under this guarantee shall be absolute and unequivocal.	nd AT ng to ese vill nd ous ots so or
G.	THIS GUARANTEE is valid for a period of months from the date of signing. (T initial period for which this Guarantee will be valid must be for at least six months long than the anticipated expiry date of the Contract period).	
Н.	At any time during the period in which this Guarantee is still valid, if the INDIA HABIT. CENTRE agrees to grant a time of extension to the contractor or if the contractor fails complete the works with in the time of completion as stated in the contract, or fails discharge himself of the liability or damages or debts as stated under para-5 above, it	to to

understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the INDIA HABITAT CENTRE and at the cost of the contractor.

- I. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.
- J. The neglect or forbearance of the India Habitat Centre in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the India Habitat Centre for the payment hereof shall in no way relieve the Bank of their liability this deed.
- K. The expression "The India Habitat Centre", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.
  IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the \_\_\_\_\_\_day of \_\_\_\_\_\_(Month)\_\_\_\_\_\_(year) being herewith duly authorized.

day of	(Month)		) being			_	authori	
For and on behalf of								
The	Bank.							
Signature of authorized Ban	k official							
Name								
Designation								
I.D. No								
Stamp/Seal of the Bank.								
Signed, sealed and deliv in the preser Witness-1.	nce of:	l on behalf	of the	Bank	by	the	above	named
Signature	<del></del>							
Name								
Address								
Witness-2.								
Signature								
Name								

Address

Annexure-IX (Page: 28-29)

### **FORM OF AGREEMENT**

THIS AGREEMENT is made on the day (Month)(Year) Between the
Director Office, India Habitat Centre, the hereinafter called "Employer", which expression
shall, unless excluded by or repugnant to the context, be deemed to include its successor
office and assigns of the one part AND (Name and address of the contractor) through Shri, the authorized representative (hereinafted)
contractor) through Shri, the authorized representative (hereinafted)
called "the
Contractor") (which expression shall, unless excluded by or repugnant to the context, h
deemed to include its/their heirs, successors, executors, administrators, representatives ar
assigns) of the other part. Under which the contractor shall provide uniformed and trained
personnel and will use its best endeavors to provideServices
the India Habitat Centre for providing a neat and clean environment to the India Habit
Centre.
NOW THIS AGREEMENT WITNESSETH as follows:-
1. In this Agreement words and expression shall have the same meanings as are
respectively
Assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of
This Agreement, viz:
a. Letter of acceptance of award of contract;
b. Terms and Conditions;
c. Notice inviting Tender;
d. Bill of Quantities;
e. Scope of work;
f. Addendums, if any;
g. Complete Tender Document submitted by the contractor and any other document
Forming part of the contract
3. In consideration of the payments to be made by the India Habitat Centre to the Contract
as hereinafter mentioned, the Contractor hereby covenants with the employer to execute
the
w. e. f as per the provisions of this
agreement and the tender documents.
4. The India Habitat Centre hereby covenants to pay the contractor in consideration of the
execution and completion of the works/services as per the provisions of this Agreement
and the tender documents, the contract price of Rs.
(Rupees in words).
•
5. Being the sum stated in the letter of acceptance subject to such additions thereto or
Deductions there from as may be made under the provisions of the contract at the times in
Manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Contractor	For and on behalf of the Director India Habitat Centre
Signature of the authorized official	Signature of the authorized official
Name of the official	Name of the officer
Stamp/Seal of the Contractor	Stamp/Seal of the Employer
By the said	By the said
Name	Name
on behalf of the Contractor in Habitat the presence of:	on behalf of the Director , India Centre in the presence of:
Witness	Witness
Name	Name
Address	Address
Telephone No:	Telephone No:

Annexure-X (Page: 30-31)

#### **GST CLAUSE**

- 1. Clause for output GST to be charged by vendor and recovered from INDIA HABITAT CENTRE (IHC).
  - 1.1 For the purposes of this clause the following expressions shall have the following meanings.
  - (A) GST-Means any tax imposed on the supply of goods or services under GST Law.
  - (B) Cess-Means any applicable cess, existing or future on the supply of goods and services.
  - (c) GST LAW- Means IGST Act, GST (Compensation of the states for loss of revenue) Act, CGST Act, UTGST Act and SGST Act, 2017 and all related ancillary legislations.
  - 1.2 (A) For the purpose of this contract/ agreement, it is agreed between the parties that IHC shall be liable to pay applicable taxes including GST over and above the contract price INR ...../-
  - (B) ......(Contractor) acknowledges that the price has been determined after taking into consideration the benefit of additional input tax credit available to it under the GST regime, if any.
  - (C)The taxes shall be determined as per provisions of GST laws. Any benefit arising from reduction in output taxes in terms of GST Law, shall be passed on to IHC by Contractor.
  - (D) Contractor shall avail the most beneficial notifications, abatements, exemptions etc., if any, as applicable for the supplies under the GST Laws.
  - (E) Contractor shall comply with all the compliance requirements under GST law (as may be enacted).
  - 1.3 (A) Contractor agrees to do all things that may be necessary to enable IHC to claim input tax credit in relation to any GST payable under this Agreement or in respect of any supply under this Agreement. This shall include (but not limited to):
    - Issuing tax invoices/ debit notes/ revised invoices/ credit notes as per the
      prescribed format, containing all the information as is required for IHC to avail
      input tax credit basis such invoices/ debit notes/ revised invoices.
    - Submission of periodic returns as per the GST laws within specified time lines with complete and correct details as may be prescribed.
    - Deposit of tax/ GST within the due dates as may be prescribed.
    - Issuance of credit note within the prescribed time limit to enable IHC to take the credit.

- (B) Contractor shall continuously maintain a high GST compliance rating score as per the GST law.
- (C) IHC reserves the right to terminate this Contract if Contractor fails to achieve/maintain an appropriate GST compliance rating score.
- (D) The GST invoices, shall be raised on proper name, address and GSTIN as mentioned in this agreement or through subsequent communication.
- 1.4 If any amount of credit, refund of GST or any other benefit is denied or delayed to IHC or any penal charge is imposed on IHC due to any non-compliance by Contractor (including but not limited to the failure to upload or incorrect disclosure of details on the GSTN portal or delay/ failure to deposit tax or due to non-furnishing or furnishing of incorrect/ incomplete documents by the Contractor, wrong determination of nature of supply, Contractor shall be liable for recovery of the loss which accrues to IHC on the aforesaid account. Alternatively, IHC shall be entitled to withhold the payment of all the subsequent bills issued by the Contractor.
- 2. Clause for additional input tax credit of GST available to contractor.
  - 2.1 (A) Contractor acknowledges that the benefit of additional input tax credit accrued to it under the GST regime has been taken into consideration while fixing the revised prices.
  - (B) Further, if any benefit is accrued to it after the execution of this agreement, the same shall also be passed on to IHC by way of commensurate reduction in prices.
  - 2.2 For the purposes of the above –mentioned requirements, the contractor shall provide necessary documents as may be necessary and shall allow inspection of the same to IHC.
- 3. (A) All disputes and differences arising under or out of this Agreement between IHC and the Contractor, including as to the meaning and interpretation of any terms or clauses in the Agreement or the respective rights and obligations of the Parties hereto shall be first sought to be resolved amicably by the Parties, failing which the same shall be referred to arbitration by a Sole Arbitrator to be jointly appointed by the Parties. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or reenactment thereof for the time being in force. The venue of arbitration shall be New Delhi.
  - (B) Subject to sub-clause (a), the Parties submit to the exclusive jurisdiction of the competent courts in Delhi.
- 4. It is expressly agreed between the Parties that save and except the Work Order forming part of this Agreement, this Agreement alone is the sole repository of all the terms and conditions in respect of the subject matter hereof and shall override all earlier document(s) or letter(s) between the Parties including previous agreements. It is further agreed that the provisions of this Agreement will also override anything to the contrary contained in the Work Order. It is also agreed that this Agreement can only be amended by a subsequent agreement between the Parties which is reduced to writing and not otherwise.

Annexure- XI (Page: 32-35)

#### FINANCIAL BID: DOCUMENT -A

#### Pest Control Services at India Habitat Centre

ITEMS	Supervisor	Un-Skilled
BASIC WAGES PER PERSON		
EPF @ 13.00% UP TO 15000/-		
ESIC @3.25%		
BONUS @8.33% ON GROSS		
UNIFORM		
OTHER ALLOWANCES IF ANY		
TOTAL COST PER HEAD		
SERVICE CHARGES @ ( %)		
TOTAL-08 HRS-26 DAYS		
NO. OF MANPOWER	1	2
SUB TOTAL		
GRAND TOTAL		
	BASIC WAGES PER PERSON  EPF @ 13.00% UP TO 15000/- ESIC @3.25%  BONUS @8.33% ON GROSS  UNIFORM  OTHER ALLOWANCES IF ANY  TOTAL COST PER HEAD  SERVICE CHARGES @ ( %)  TOTAL-08 HRS-26 DAYS  NO. OF MANPOWER  SUB TOTAL	BASIC WAGES PER PERSON  EPF @ 13.00% UP TO 15000/- ESIC @3.25%  BONUS @8.33% ON GROSS  UNIFORM  OTHER ALLOWANCES IF ANY  TOTAL COST PER HEAD  SERVICE CHARGES @ ( %)  TOTAL-08 HRS-26 DAYS  NO. OF MANPOWER  1  SUB TOTAL

**GST WILL BE CHARGED EXTRA AS APPLICABLE.** 

# FINANCIAL BID: DOCUMENT -B (To be put in separate sealed envelope)

#### PEST CONTROL SERVICES AT INDIA HABITAT CENTRE

A. CARRYING OUT THE PEST CONTROL WORK AS PER THE AREAS TO BE COVERED, SCOPE OF WORK, AND DEPLOYING APPROPRIATE MAN POWER, CONSUMABLES AND EQUIPMENT'S REQUIREMENT.

(RATES UNDER EACH HEADS TO BE GIVEN, THOUGH THE EVALUATION WILL BE DONE ON CONSOLIDATED BASIS INCLUSIVE OF COMPANY'S OVERHEADS, PROFITS ETC. TO BE CHARGED).

<u>S1</u>	MANPOWER CHARGES	RATE PER MONTH (Rs.)	TOTAL Nos.	AMOUNT (Rs.)
1	Operator (Category –unskilled) (TOTAL-08 HRS-26 DAYS)		02	
2	Supervisor ((Category –skilled) (TOTAL-08 HRS-26 DAYS)		01	
2	GST ( %)			
3	TOTAL OF 'A' (Rs)			

# $\underline{B}_{\scriptscriptstyle{\bullet}}$ machines equipment and consumables charges on lump sump basis (amount per month) based on the minimum requirement shown in annexure –v.

	DESCRIPTION	RATE PER MONTH (Rs.)	TOTAL Nos.	AMOUNT (Rs.)
1	CHARGES FOR MACHINES, EQUIPMENT, TOOLS AND PLANTS (REFER ANNEXURE 'V')	LUMP-SUMP	1	
2	CHARGES FOR ECO FRIENDLY CHEMICALS (REFER ANNEXURE-V)	LUMP-SUMP	1	
3	Any other charges (if any)Please specify			
4	TOTAL		1	
5	SERVICE CHARGES ( %)			
6	Sub Total			
7	GST ( %)			
8	TOTAL OF 'B' (Rs)			

#### NOTES:

- 1) THE RATES ARE ALL INCLUSIVE AND VALID FOR TWO YEARS.
- 2) THE CONTRACT SHALL INITIALLY BE FOR A PERIOD OF **TWO YEARS** AND MAY BE EXTENDED FURTHER FOR A PERIOD OF ONE YEAR SUBJECT TO SATISFACTORY PERFORMANCE AND MUTUAL CONSENT ON SAME TERMS AND CONDITIONS. **THE RATES QUOTED BY THE BIDDER SHALL REMAIN UNCHANGED DURING THE CONTRACT PERIOD OF TWO YEAR.**
- 3) THE RATES ARE TO BE QUOTED AGAINST ALL COLUMNS. IF NO OTHER TAX / LEVY IS APPLICABLE, ANIL ENTRY MUST BE MADE AGAINST THE RELEVANT COLUMN.
- 4) THE PAYMENT TO THE EMPLOYEES WILL BE MADE AS PER RATES PRESCRIBED BY GOVT. OF NCT OF DELHI FROM TIME TO TIME UNDER MINIMUM WAGES ACT AND APPLICABLE STATUTORY PAYMENTSON ACCOUNT OF PROVIDENT FUND, GRATUITY, ESI, LEAVE SALARY AND BONUS.
- 5) IF ANY INCREASE/ REVISION OF MINIMUM WAGES OF LABOUR BY GOVERNMENT OF DELHI NOTIFICATION DURING THE CONTRACT, THE SAME WILL BE IMPLEMENTED IN THIS CONTRACT. THE DIFFERENCE FOR THE SAME WILL BE APPLICABLE ON MANPOWER COST ONLY, BASIS OF % (PERCENTAGE) INCREASE FROM EXISTING RATE OF MINIMUM WAGES.

# **SUMMARY**

1. P	EST CONTROL SERVICES	
	(A) TOTAL OF "A+B"	(RS)
		Signature of authorized person
		Name
		Designation
		Seal