

**GOVERNMENT OF ASSAM****FLOOD AND RIVER EROSION MANAGEMENT AGENCY OF ASSAM, (FREMAA)**

Address: 4th floor, Assam Water Centre, Basistha Chariali, NH-27, Guwahati-29,
Phone/Fax-(0361)2309896, Email: ceo-fremaa@assam.gov.in, Website: www.fremaa.assam.gov.in

No. FREMAA/P/Tech/188/2020/139/T-222

Date: 11/03/2024

REQUEST FOR QUOTATION (RFQ)

Flood and River Erosion Management Agency of Assam (FREMAA), 4th Floor, Assam Water Centre, Basistha Chariali NH 27, Guwahati-29, invites quotations from esteemed agencies for Services for Pest & Rodent Control at Assam Water Centre (AWC) on AMC basis as listed in the table below. Interested firms/agencies may submit their quotations addressed to the **Chief Executive Officer, FREMAA** at the office on or before 30/03/2024 up to 02:00 PM which will be opened by 3:00 PM on the same day. Any queries relating to the RFQ and its terms and conditions contained therein, should be addressed to the issuing authority in writing vide email or letter on or before 29/03/2024.

Sl. No.	Item Name	Period
1	Annual Maintenance Contract (AMC) for Pest & Rodent Control Services at Assam Water Centre	Annual (initially for 1 Year)

Bidders are requested to go through the following before submission of quotation:

- (i) Annexure A : Instruction to Bidders
- (ii) Annexure B : Detailed Scope of Work
- (iii) Annexure B1 : Letter of Quotation – Technical Part
- (iv) Annexure B2 : Letter of Quotation – Financial Part
- (v) Annexure B3 : Price Schedule
- (vi) Annexure C : Format of Completion Certificate
- (vii) Annexure D : Draft Contract Agreement

For any addendum/corrigendum, the bidders are requested to visit the official site of FREMAA i.e. www.fremaa.assam.gov.in.


(Dr. Jeevan B, IAS)
Chief Executive Officer,
FREMAA
Date: 11/03/2024

Memo No. FREMAA/P/Tech/188/2020/139/T-222A

Copy to:

1. Director, Director of Information and Public Relation, Govt. Of Assam, Dispur, Guwahati-06 for arranging publication of the above notification in leading English and Assamese Newspapers of Assam (preferably in Assam Tribune etc.). Bill may be submitted to the office of the undersigned for settlement of payment.
2. TO(C)-FREMAA, for publishing in the FREMAA's official website.


Chief Executive Officer,
FREMAA

INSTRUCTION TO BIDDERS

1. Flood and River Erosion Management Agency of Assam (FREMAA), 4th Floor, Assam Water Centre, Basistha Chariali NH 27, Guwahati-29, invites quotations from esteemed agencies for refurbishment works as listed below:

Sl. No.	Item Name	Completion Period
1	Annual Maintenance Contract (AMC) for Pest & Rodent Control Services at Assam Water Centre	Annual (initially for 1 Year)

The successful bidder will be expected to complete the works by the intended completion date specified above.

2. Eligibility Criteria:

- (a) Should have atleast 3 (three) years of experience in carrying out similar nature of work of in any Govt Department /Govt Agencies/ Govt. Institutions of Assam & India/ Private Agencies /PSU /Companies /Apartments / Commercial buildings with atleast one similar work/maintenance contract of value of minimum Rs. 1,15,000 or two works/contracts of minimum value of Rs. 86,000.00 each.

Documentary Evidence in the form of Completion Certificate along with Work Order & Bill of Quantities (BoQ) certified by not below the rank of Executive Engineer has to be submitted.

(Similar Nature means: Rodent & Pest Control including general rodent control for control & eradication of Rodents, Flies, Cockroaches, Mosquitoes etc)

- (b) The bidder's annual average financial turnover in civil works should be at least Rs. 1 (one) Lakh during the last three years (2020-21, 2021-22, 2022-23) duly audited & certified by CA. Turnover certificate along with Balance Sheet for the last 3 financial years should be submitted.
- (c) Should have a registered office in Guwahati, Assam. Copy of Trade License/Certificate of Incorporation to be furnished.
- (d) Should have a valid GST Registration. Cope of GST Certificate to be furnished.
- (e) Should submit Qualification Information with supporting documents as per the format placed along with Annexure B1.

Supporting documents to be provided for 2 (a) to 2 (d).

3. Quotation Prices:

- (a) The lowest quoted bidder as per **Annexure B3** fulfilling the above criterions at Sl. No. 2 will be eligible for award of contract.
- (b) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- (c) The rates should be quoted in Indian Rupees only

4. **All the pages of the Quotation have to be signed by the authorized representative of the bidder.**

5. All the works shall be carried out as per the specifications mentioned in Annexure B3 withholding industry standards or as per the direction of Authorized Personnel.
6. The bidders are requested to visit the office to inspect the premises before submitting the quotations.
7. The First party will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price and who meets the specified qualification criteria.
8. Notwithstanding the above, FREMAA reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
9. Within 15 days of receiving letter of acceptance (LoA), the successful bidder shall deliver to the Chief Executive Officer, FREMAA the performance security (in the form of bank guarantee in favour of the Chief Executive Officer, FREMAA) for an amount equivalent of 5% of the contract price. The Performance Security shall be valid till the expiry of the Defect Liability Period, specified in Clause 6. Failure of the successful Bidder to furnish performance security and to sign the agreement within the period stipulated shall constitute sufficient grounds for annulment of award, in which case FREMAA may make the award to the next lowest evaluated bidder or seek quotations afresh.

DETAILED SCOPE OF SERVICES

1. The job of Rodent & Pest Control shall include general rodent control which means eradication of Rodents, Flies, Cockroaches, Mosquitoes etc in Assam Water Centre (AWC) office building covered area approx 76,777 sq ft. inside the Assam Water Centre Building and safeguarding the AWC property like files, electrical & communication cabling, AC Ducts, stores and any other hidden space. No space should be left unattended.
2. Indoor fogging of entire office building for eradication of flying insects- Flies/Mosquitoes etc. on a monthly basis.
3. The Second party should ensure that the areas occupied by the FREMAA, AWC are kept to be in a perfect state of hygiene at all the times to the entire satisfaction of the Authority of the AWC premises.
4. The second party shall use approved chemicals and pesticides (having no odour /very low odour and environment friendly).
5. The second party shall not appoint any second party for the work under any circumstances.
6. The Second party shall make his own arrangement for transport of personnel, material at his own cost. The Service provider shall be responsible to carry out the work in the approved manner and in way conforming to the relevant Acts, Rules, Regulations and other statutory requirements. The Company should be affiliated with Indian Pest Control Association.
7. Pest Control should aim at eradication of Cockroaches, Mosquitoes, Flies, Rodents etc. through application of permitted insecticides/ pesticides as per Government of India norms.
8. The Second party must treat all the areas inside the building, as necessary and/ or as decided by FREMAA for treatment of mosquitoes, rodents, cockroaches, flies etc. to keep the premises free from pests.
9. The Pest control treatment in office areas should cover all the places like under the tables, chairs, almirahs, on and around the pile of files, on wooden furniture, on false ceiling, on all staircases, Ducts, drain/sewage/gutter Chambers, lift lobby, on all toilets drain ducts, on all pantry rooms, in all stores and any hidden space under the furniture and should leave no space unattended. Agencies must ensure that the pest control once done shall remain effective up to next pest control failing which it shall have to be done again without any extra cost.
10. Period of Engagement: The above services as per shall be provided by the Second party on a monthly basis initially for a period of 12 (twelve) months from the date of signing of the Contract.
11. Penalty: In the event of non-satisfactory service or any default, payment may be deducted as penalty as per the details below:

SN	Service Level Agreement	Base line Performance	Lower Performance	Penalties for breach		
				1 st Instance	2 nd Instance	3 rd Instance
1	Delay in carrying out pest control as per schedule	One time	Within 2days of scheduled date	1% of billed amount	2% of billed amount	3% of billed amount
2	Failure to deliver pest control services	Zero	NA	3% of contract value	5% of contract value	Termination of contract
3	Use of chemicals not certified by WHO/central insecticide board	Zero	NA	Termination of contract	NA	NA
4	An amount of Rs.1, 000/- shall be recovered from the agency if any cable damage is observed due to non- functional of rat/rodent control. The total recoveries on account of penalty shall however be limited to 10% of the total contract value.					

Note:- Penalty shall be deducted from the running payments.

LETTER OF QUOTATION– TECHNICAL PART

(This technical part must be submitted using official letterhead of the firm)

RFQ No. FREMAA/P/Tech/188/2020/

Date:

To,

The Chief Executive Officer
FREMAA, 4th Floor Assam Water Centre
Basistha, Near NH 27, Guwahati 781029

Sub: Request for Quotation (RFQ) for “Annual Maintenance Contract (AMC) for Pest & Rodent Control Services at Assam Water Centre”

Sir,

I/We, the undersigned, hereby submit the technical part of our Quotation. In submitting our Technical Part, we make the following additional declarations:

- a) Our quotation shall be valid for the period of 60 days from the deadline fixed for the quotation submission;
- b) I/We have thoroughly read and understood all the terms and conditions as contained in the RFQ and agree to abide by them.
- c) I/We meet the eligibility requirements and have no conflict of interest; we are not participating in more than one quotation in this bidding process.
- d) I/We undertake, if our Bid is accepted, to commence the Works as soon as in reasonably possible after the receipt of the Authorized Personnel’s notice to commence and to complete the whole of the Works comprised in the Contract within the stipulated time stated in the document.

Yours faithfully,

(Authorized Signature)

Name & Title of Signatory In the capacity of [insert legal capacity of person signing the Letter of Quotation]

Name of the Bidder:

Address:

Telephone No.:

Email id:

Dated on ____ day of _____ [insert date of signing]

QUALIFICATION INFORMATION

1. Previous Experience (in Value)

Total value of Pest Control, Rodent Control and associated works performed in the last three years (in Rs. Lakhs)	2022-23: _____
	2021-22: _____
	2020-21: _____

2. Work performed as prime contractor (in the same name) on works of a similar nature over the last three years.

<u>Project Name</u>	<u>Name of First party</u>	<u>Description of work</u>	<u>Contract No.</u>	<u>Value of contract (Rs. Lakhs)</u>	<u>Date of issue of work order</u>	<u>Stipulated period of completion</u>	<u>Actual Date of Completion</u>	<u>Remarks explaining reasons for delay and work completed</u>

Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Value of Contract (Rs. Lakhs)	Stipulated period of completion	Value of works* remaining to be completed (Rs. Lakhs)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)

* *Enclose a certificate from the Authorized Personnel concerned for completion as well as value of pending works.*

LETTER OF QUOTATION– FINANCIAL PART

(This financial part must be submitted using official letterhead of the firm)

RFQ No. FREMAA/P/Tech/188/2020/

Date:

To,

The Chief Executive Officer
FREMAA, 4th Floor Assam Water Centre
Basistha, Near NH 27, Guwahati 781029

Sub: Request for Quotation (RFQ) for “Annual Maintenance Contract (AMC) for Pest & Rodent Control Services at Assam Water Centre”

Sir,

I/We, the undersigned, hereby submit the financial part of our Quotation. In submitting our Financial Part, we make the following additional declarations:

- (a) Our quotation shall be valid for the period of 60 days from the deadline fixed for the quotation submission;
- (b) The total price of our Quotation, inclusive of taxes in accordance with the RFQ Document is

Rs. _____ (Rupees _____
_____ Only)

Yours faithfully,

(Authorized Signature)

Name & Title of Signatory In the capacity of [insert legal capacity of person signing the Letter of Quotation]

Name of the Bidder:

Address:

Telephone No.:

Email id:

Dated on ____ day of ____ [insert date of signing]

Price Schedule

Name of Firm:

Date:

Sl No (1)	Pest Covered (2)	Unit/month (3)	Area Coverage (4)	Monthly Rates including GST (5)	Yearly Rates including GST (6) = (3)x(5)
1.	Fly Management Service	12	Assam Water Centre		
2.	Rodent Management Service + Outdoor Periphery(RR-30)	12	Assam Water Centre		
3.	Mosquito Management Service	12	Assam Water Centre		
4.	Cockroach Management Service	12	Assam Water Centre		
Total (Rs.)					
(Total Amount in Rs					
..... including					
GST and other duties in words)					

Terms and Condition:

1. We confirm that the quoted price is inclusive of all statutory GST, duties, packing, forwarding, freight, handling, loading, unloading & insurance charges for delivery at Assam Water Centre premises and is firm.
2. We confirm that there would not be any price escalation during the tenure of the contract period.
3. We confirm that we will abide by all the terms & conditions of tender, scope of work and we do not have any counter conditions.
4. We confirm that works will be carried out as per specification and tender conditions.

On behalf of the Firm/Agency:

Name of the Authorised Person:

Designation:

Signature:

1. (Format for Completion of work to be submitted along with the bill)

Name of the Work: Annual Maintenance Contract (AMC) for Pest & Rodent Control Services at Assam Water Centre

Period of work:

Name of the Contractor:

Part - I: - Name of Treatment:-

1. Providing and applying Treatment name as relevant, to get rid of all the pest such as cockroaches, mosquitoes, flies etc., at all AWC building or wherever necessary inside the office building with necessary concentrated mix of gel chemical with water or any other solvent as necessary. Old chemicals have been removed from the premises.

Sr. No	Office Building/Floor	Signature of the ACT	Date of Treatment / work done.
1			
2			
3			
4			
5			
6			

Part – II: - Comprehensive Treatment (External Spray & Rodent control)

Treated all the areas inside the Office building and whole Complex, both from inside and outside the premises, as necessary or as decided by FREMAA for treatment of mosquitoes, rodents, cockroaches, flies, etc. to keep the premises free from the above.

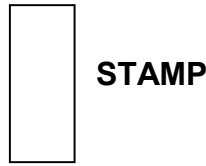
The rodent control treatment by trapping, poison baits, fumigation, any other methodology etc. in and around the premises to keep it free of rats. If after treatment also, rodents are found, additional treatment carried out without any extra payment. Subsequently, periodic visits / treatments made to continue baiting as per the specification and keep constant vigil on rodent population.

Put necessary chemicals inside the drains, damp areas, manholes, sewer lines, etc. regularly to destroy the mosquito breeding, etc., as per BOQ for Comprehensive treatment.

Sr. No	Details of locations and buildings where treatment has been carried out	Sign of ACT with Date
1	Building No/Floor	
2	Open space & Manholes	
3		
4		
5		
6		

Signature of the Authorized Person of the Service Provider:

Date:



Draft CONTRACT AGREEMENT

No.

1. This deed of agreement is made in the form of agreement on Day of the month of 2024, between the **Chief Executive Officer, Flood and River Erosion Management Agency of Assam** (hereinafter referred to as the first party) and..... (hereinafter referred to as the second party), to execute the work of construction of “Annual Maintenance Contract (AMC) for Pest & Rodent Control Services at Assam Water Centre” (hereinafter referred to as Works) on the following terms and conditions.

2. Contract Price

The total Contract Price for the works (hereinafter referred to as the “total price”) is Rs. _____ as reflected in Annexure B3.

3. Payment Terms:

- a) Payments to the second party for the works will be released by the first party @ 100% after satisfactory completion of works.
- b) No advance payment shall be done.
- c) Payments will be made by the first party:
 - (i) on the second party submitting a completion report of the allotted work;
 - (ii) on certification of the invoice by the Authorized Representative(s) of the First Party nominated by the first party with respect to quality/quantity of works executed.
 - (iii) the invoiced prices 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. The First Party shall have the right to deduct penalties as per provisions of the contract.
 - (iv) invoices to be raised on a monthly basis by the Second Party and the payment would be made accordingly within 15 (fifteen) days of receipt of the bill, directly into the bank account of the Second Party. In case of anticipated delay in payment due to special reasons prior official intimation shall be provided by the First Party and the same to be accepted by the Second Party.

- (v) The bill should be submitted in triplicate within first week of the succeeding month.
 - (vi) TDS and any other Government levies if applicable on bills as per Government instructions/ notifications issued from time to time shall be applicable and deducted from the invoices.
4. The second party, on completion of the works, issue a notice to the first party or the Authorized Representative(s) of the First Party nominated by the first party (who is responsible for supervising the contractor, administering the contract, certifying the payments due to the contractor, issuing and awarding extensions of time etc.), to visit the site for certification of completion. Within 7 days of the receipt of such notice, the first party or the Authorized Representative(s) of the First Party nominated by it, will ensure issue of completion certificate after due verification.

5. Contract Period

- (i) The initial contract period is 1 (One) Year from the date of signing of the contract and shall be subject to extension based on satisfactory performance at the same rate and terms & condition as mutually agreed by the both parties.
- (ii) The First Party reserves the right to terminate the contract with 1 (one) month's notice in case the services are not found satisfactory. In such a case, FREMAA shall pay

6. Special Conditions of the Contract

- a) The second party shall maintain a proper record/register indicating scheduled dates of treatment, actual date of treatment and reasons for not attending to any particular works within time schedule. Any lapse/negligence on the part of the second party will attract imposition of penalty as given in penalty clause.
- b) The responsibility of engaging sufficient skilled workers lies with the second party for AMC works, in view of timely attention and completion of the routine works within given time frame.
- c) The second party shall undertake pest control measures only through Government of India approved formulations registered under the Insecticides Act for use in Household/Public Health and rodent control, available on website of Ministry of Agriculture and Farmers Welfare.
- d) The pesticides, etc. used for pest/rodent control, should not have adverse impacts on human health.
- e) The chemical intended to be used for pest control and fogging in no case shall be hazardous to human being and shall be environment friendly.
- f) The fogging operation shall be carried out not earlier than 5 pm and not later than 9pm (i.e. between 5pm to 9 pm) because this is the period when mosquitoes attack and are active. The wind is also less at this time. This treatment should be carried out in the presence of FREMAA's certifying authority. The occupants of the office building should also be informed in advance about the treatment so as to close the doors and windows.

- g) All safety precaution shall be taken as per manufacturer's recommendations.
- h) All the chemicals have to be mixed with water/kerosene oil/or any other materials as per the specification given in the relevant/manufacturers' specification/literature.
- i) The containers/spraying equipments etc. shall not be left unattended.
- j) Residents should be consulted to identify the hideouts / nesting places of the cockroaches.
- k) The contact number of worker should be left on that slip so that officials can contact the worker for treatment.
- l) If the workers engaged by the second party in the premises for performing the job under the contract are not found to be satisfactory, the second party is bound to replace the laborers/workers as directed by FREMAA.
- m) Accident or Injury to Workmen: The First party shall not be liable for or in respect of any damages or compensation payable as per or otherwise in respect of or in consequence of any accident or injury to any workmen or other persons in the employment of the second party and the Second party shall indemnify and keep indemnified the First party against all such damages and compensation and against all claims, demands, proceedings, cost, charges and expenses whatsoever in respect thereof in relation thereto. The Second party shall forthwith report all accidents and injuries as a result of his contractual work to the First party or his representative.
- n) Supervision of works: Second party or his authorized representative shall be available at site all times, during the progress of the work.
- o) Tracking of Services: Log books needs to be maintained by the Second Party and signature against each servicing/activity to be taken from the Authorized Representative(s) of the First Party.

7. Performance Security

The second party has delivered to the Chief Executive Officer, FREMAA the Performance Security (in the form of Bank Guarantee in favour of the Chief Executive Officer, FREMAA) for an amount equivalent of 5% of the contract price. The Performance Security shall be valid till the expiry of the Defect Liability Period, as specified in ITB Clause 9.

8. Penalty

In the event of non-satisfactory service or any default, payment may be deducted as penalty as per the details below:

SN	Service Level Agreement	Base line Performance	Lower Performance	Penalties for breach		
				1 st Instance	2 nd Instance	3 rd Instance
1	Delay in carrying out pest control as per schedule	One time	Within 2days of scheduled date	1% of billed amount	2% of billed amount	3% of billed amount
2	Failure to deliver pest control	Zero	NA	3% of contract	5% of contract	Termination of contract

	services			value	value	
3	Use of chemicals not certified by WHO/central insecticide board	Zero	NA	Termination of contract	NA	NA
4	An amount of Rs.1, 000/- shall be recovered from the agency if any cable damage is observed due to non- functional of rat/rodent control. The total recoveries on account of penalty shall however be limited to 10% of the total contract value.					

Note:- Penalty shall be deducted from the running payments.

9. Termination

- a) The first party may terminate the Contract if the other party causes a fundamental breach of the Contract.
- b) If the Contract is terminated at the First party's convenience, 1 (one) month's notice period shall be provided to the Second Party.
- c) Fundamental breaches of Contract include, but shall not be limited to the following:
 - i. The second party stops work for 7 days and the stoppage has not been authorized by the Authorized Representative(s) of the First Party;
 - ii. The Second party has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - iii. The Authorized Representative(s) of the First Party gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Second party fails to correct it within a reasonable period of time determined by the Authorized Representative(s) of the First Party;
 - iv. The Second party does not maintain a security which is required;
- d) Notwithstanding the above, the First party may terminate the Contract for convenience.
- e) If the Contract is terminated, the Second party shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

10. Payment upon Termination

- a) If the Contract is terminated because of a fundamental breach of Contract and/or non-satisfactory performance by the Second party, the Authorized Representative(s) of the First Party shall issue a certificate for the value of the work done on actual basis, less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law.
- b) If the Contract is terminated at the First party's convenience, the Authorized Representative(s) of the First Party shall issue a certificate for the value of the work done, less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

11. LEGAL JURISDICTION:

All disputes or differences arising out of the contract shall be subject to the jurisdiction of the courts at Guwahati only, to the exclusion of all other courts.

IN WITNESS WHEREOF, The parties hereto have caused this contract to be signed in their respective names as the day and year first above written

<p>For and behalf of Flood and River Erosion Management Agency of Assam (FREMAA)</p> <p>Name and Signature of authorised representative of the first party (Client):</p> <p>(Dr Jeevan B, IAS) Chief Executive Officer-FREMAA</p>	<p>For and behalf of the second party.....</p> <p>Name and Signature of authorised representative of the second party (Contractor)</p> <p>Name Designation</p>
<p>Witness:</p> <p>Name:</p> <p>Signature:</p>	<p>Witness:</p> <p>Name:</p> <p>Signature:</p>