

**TATA MEMORIAL CENTRE**  
**ADVANCED CENTRE FOR TREATMENT, RESEARCH AND EDUCATION IN CANCER**  
Sector-22, Kharghar, Navi Mumbai – 410210  
[www.actrec.gov.in](http://www.actrec.gov.in), e-mail- [mail@actrec.gov.in](mailto:mail@actrec.gov.in)  
022-27405141

**ANNUAL CONTRACT FOR PROVIDING PEST CONTROL SERVICES AT ACTREC**  
**For the period of two years from 01/07/2021 to 30/06/2023 (Extendable for one year**  
**subject to satisfactory performance)**



**CRITICAL DATE SHEET**

<b>Published/Start Date</b>	19 <sup>th</sup> May, 2021
<b>Pre-bid Meeting</b>	27 <sup>th</sup> May, 2021 at 11.00 am
<b>Bid Submission Place</b>	Room no. 318, Administration, 3 <sup>rd</sup> floor, PS. Building, TMC-ACTREC Sector-22, Kharghar, Navi Mumbai – 410 210.
<b>Bid Submission End Date &amp; Time</b>	08 <sup>th</sup> June, 2021 up to 01.00 pm
<b>Bid Opening Date &amp; Time</b>	08 <sup>th</sup> June, 2021 at 3.00 pm

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022-27405000

**TENDER DOCUMENTS**

1. Notice for invitation of Tender
2. Tender acceptance undertaking (to be filled by Tenderer)
3. Instructions to the Tenderer
4. Technical Bid : Tender Application Form
5. General & Special Terms and Conditions
6. Part – I : Technical Bid (to be filled and signed by the Tenderer)
7. Part – II : Financial Bid : Schedule of quantities to be filled in by Tenderer
8. Note with seal and signature (to be filled in by Tenderer)
9. Solvency certificate to be issued by the Bankers.
10. Disclosure of existing customers to whom supply of services made available in India with regard to hospitals and research institutions.
11. Agreement to be executed by the Tenderer

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022-27405000

Ref . No. TMC / ACTREC / PC / ADMN /2561/ 2021

19<sup>th</sup> May, 2021

**NOTICE FOR INVITATION OF TENDER**

Sealed Quotations in two bid system – Technical and Financial – are invited from competent, authorized agencies duly registered with EPF & ESIC Authorities, Goods and Services Tax Authorities valid certification for pest control work/ job to be carried out at hospitals and research laboratories at ACTREC, Kharghar, Navi Mumbai-410210.

Sr. No.	Name of work	Approx. cost (Rs.)	EMD (Rs.)
1.	For providing pest control services with material and manpower to work and attend job for a period of two years from (01/07/2021 to 30/06/2023 (extendable upto one year subject to satisfactory performance of the services) at ACTREC campus, Sector-22, Kharghar, Navi mumbai-410210	Rs.6,00,000/- per annum	Rs. 25,000/- (Rupees Twenty Five Thousand Only)

The Jr. Admin Officer (EM) may be contacted between 10.00 am to 5.00 pm (Monday to Friday) during authorized period for further clarifications, if any.

1. Tender documents may be obtained downloaded from **website : [www.actrec.gov.in](http://www.actrec.gov.in)** and EMD of Rs.25000/- be paid by Demand Draft drawn in favour of “TMC-ACTREC” attaching with the technical bid.
2. The sealed quotations are to be submitted separately (1) for Technical Bid and (2) for Financial Bid in a sealed envelope duly super scribed “**Pest Control Services**” on or before 08<sup>th</sup> June, 2021 by 1.00 p.m. The Technical Bid having EMD will be separated and opened on the same day at 3.00 p.m. by the committee. The bidders may like to be present at the time of opening of Technical Bid which will be liable to be rejected if without EMD/Tender Cost.
3. The right of rejection of any or all the tenders without assigning any reason thereof has been reserved by the Centre. The right of acceptance of tender in full or part also reserves with the Centre.

Director  
ACTREC

**Tender Acceptance Undertaking**  
(To be submitted on letterhead of tender)

To,

The Director,  
Advanced Centre for Treatment, Research & Education in Cancer  
Tata Memorial Centre  
Kharghar, Navi Mumbai-410210.

**Tender Ref No. :** Ref. No. TMC / ACTREC /PC/ ADMN /2561/ 2021

19<sup>th</sup> May, 2021

**Name of work:** Pest Control Services at ACTREC for the two years 01/07/2021 to 30/06/2023 (extendable for one year subject to the satisfactory performance of the contract if mutually agreed)

Sir,

I / We have read the conditions from the tender including general / special conditions and hereby agree to abide by the said conditions. I / We also agree to keep this tender open for acceptance for a period of 90 (ninety days) days from the date of opening. I / We will be liable for forfeiture of my / our "SECURITY DEPOSIT" to Tata Memorial Centre, ACTREC, in case I / We could not execute the awarded work. I / We will execute the work as per the rates quoted in the attached schedule for the entire period of contract and are bound to undertake work within 1 week from the date of issue of letter of award.

A sum of Rs. 25000/- is forwarded as Earnest Money Deposit in the form of Demand Draft through Receipt No. \_\_\_\_\_ dated \_\_\_\_\_. The full value of the Earnest Money Deposit shall stand forfeited if –

- i) I / We do not execute the contract in a stipulated time.
- ii) I / We do not commence the work within the specified time after issue of the letter or do not at all execute the work.

Till formal agreement is prepared and executed, acceptance of this tender shall constitute as binding contract between us subjected to modifications, as may be mutually agreed between us.

Signature of tenderer with stamp

Name

Address

## **INSTRUCTIONS TO BIDDERS**

Bidders are requested to take note of the following instructions while filling the Tender form for submission of Technical and Commercial offer:

1. The bidder should ensure that the technical bid complete in all respects should be sealed in a separate cover and commercial / price bid should be sealed in separate cover and both the envelopes should be kept and sealed in a suitable size cover which should be super scribed tender number and name a copy of the receipt has to be attached with the technical bids if EMD and Tender Cost is paid in cash to cashier of the institute.
2. For due performance of obligations under the contract, the successful tenderer shall have to deposit of security deposit of 10% of total contract value by Demand Draft or by way of Bank Guarantee in favour of Director, ACTREC with the absolute right. Such security deposit shall be free of interest which will be refunded after the expiry of the contract or its termination, as the case may be after adjustment of all the dues of the Centre or damages of any kind, if any.
3. The tenderer should read the General & Special Terms and Conditions and note of the Centre and give their acceptance to that effect.
4. The tender should be duly filled in all respects and signed. The tenderer should quote in figures as well as in words the amount quoted by him. Alteration, if any, should be attested by the tenderer with his full signature, otherwise the tender shall be treated as invalid tender. The tenderer should duly sign the entire tender documents personally.
5. The tenderer should ensure that the amounts are written in such a way that interpolation is not possible. No blank space should be left.
6. Compliance report on technical bids be clear. If tenderer not quoted or put dash (-) or 'NA' then it will be presumed that quoted price includes those item cost.
7. Failure to fulfill any of the conditions given above shall render the tender for rejection.
8. The Director, ACTREC does not bind himself to accept the lowest or any tender and reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to accept and perform the same at the rates quoted.
9. The bidder should be having a legal entity either of individual/partners or a body corporate which may sue or may be sued.
10. The bidder should be competent enough to deal with the work of the tendered item / services technically and financially and should have adequate man-power (Skilled/semi-skilled/unskilled & Technical) required for managing the awarded work.
11. The bidder should be able to submit the solvency certificate of Rs. 2,40,000/- (Rupees Two Lakhs Forty Thousand Only) from the Schedule bankers.
12. 05 years pest control experience in minimum 100 bedded hospital / or in Government organizations.
13. The bidder should have necessary license under the prevailing laws of the land in India at Mumbai and competent to undertake import and export process of material and services.
14. The bidder should have tax payment capability by producing 3 years I.T.R'S as and when asked for in addition to PAN and TAN Number.
15. The bidder should provide Goods & Service tax No. and License No. as may be required for providing the services and material to be used for managing the work.
16. Experienced bidder should attach certificate of their past experience in support of their capability in the field of dealing with the services tendered.

17. The successor / heirs in office will be responsible for the liabilities created by the bidder in respect to the manpower, services etc. offered by bidder.
18. The bidder will be solely responsible for the activities if found fraudulent for cheating or swindling the money by way of advance payment or breach of terms and conditions.
19. The bidder will be responsible by abiding itself by the national law including rules relating to manpower, services etc. offered by the bidder.
20. The bidders will be under obligation to intimate to Institute in advance about the assistance to be extended by the Institute without involvement of expenditure or at the cost of the bidder in connection with the process of erection installation and commissioning or providing services.
21. The bidders is also advised to ensure that the all Commercial offer and the Technical offer papers are signed by the authorized person and rubber stamp should be put wherever asked for. If required a committee may like to visits the areas of working sites of the bidders for assessing the technical suitability and capability.
22. The offers should be submitted within the scheduled time limits and delay if any occurred in submission on account of any reason, whatsoever, shall not be condoned and such delayed offers received late shall be liable for rejection.
23. The bidders or his authorized representative will be entitled to participate in the tender opening process to take note of the proceedings of disclosure.
24. The bidders may contract Jr. Administrative Officer on telephone No.022-27405141 relating to any of the services published in Tender Notice.
25. The Director, ACTREC reserves the right of cancellation, adding, reducing, modifying or deferring the tender in total or partially without assigning any reason thereof and claim in this behalf in any way shall not be tenable for compensation in one way or the other. In such case the bidder will be refunded with the earnest money deposit without any payment of interest.
26. Offers of financial bids will be evaluated based on lowest offer.

Certified that I have read the above instructions carefully and taken note of them.

**Signature**  
**Name of authorized person for bidder with seal**

Date:

**ADVANCED CENTRE FOR TREATMENT, RESEARCH AND EDUCATION IN CANCER  
TATA MEMORIAL CENTRE**

Sector-22, Kharghar, Navi Mumbai – 410210

**TENDER APPLICATION FORM**

Ref. No. TMC / ACTREC /PC/ ADMN /2561/2021

19<sup>th</sup> May, 2021

Name of the Work	Pest Control Services
Due Date of the submission of the tender	
Demand Draft / Cash Receipt No. for EMD Amount, Date and drawn at	
Name / Title of the Bidder	
Full Address	
	E-Mail
	Tel. No & Mobile No.
	Fax
Legal entity of the bidder whether Firm / Society / Company / Other entity (offer of unregistered contractor shall be liable for rejection)	
1. Registration no.	Under Shops & Est. Act
2. Registration no.	Under Societies Registration Act
3. Registration no.	Under Public Trust Act
4. Registration no.	Under Companies Act
The bidder must have valid registration no. with any one above authority under the above Act	
Name & Address of the Bankers of the bidders	
PAN No.	
Registration No. Goods & Service tax	
Name & Address of banker	

Attach Solvency Certificate duly issued by the Banker to the bidder		
No. of manpower employed by the bidder in its office	a. Administrative	b. Technical
Period of experience of the bidder in dealing with the tendered services (attach copies of work order / certificates)	a. Existing services along with the names of the organizations	b. Past services along with the names of the organizations
Whether provided services to TMC / ACTREC in past; if yes indicate the Work order No. & Date / Certificate copy		
Any other relevant information wish to submit in proof of your competency		

The following Technical bid of Excel sheet (separate) shall be the qualifying criteria for Technical Eligibility/Suitability.

1	Registration N. under Shops and Est. Act, Society Act, Companies Act or Public Trust Act.
2	PAN Number
3	GST Registration Number
4	EPFO Registration Number
5	ESIC Registration Number
6	ITR and audited balance sheets of latest 03 years.
7	05 years pest control experience in minimum 100 bedded hospital / or in Government organizations
8	Solvency Certificates (Rupees Two Lakhs Forty Thousand)

Copies of the above valid documents must be submitted along with submission of tenders.

Certified that the above information is correct and true to the best of my knowledge and belief. Nothing has been concealed, false or fabricated and in case any information is found incorrect. I, the under signatory will be personally responsible for the same for and behalf of bidder.

**Signature**  
**Name of authorized person for bidder**  
**with seal**

Date:



## **GENERAL AND SPECIAL TERMS AND CONDITIONS**

(Please read the following instructions carefully and give acceptance for the same at the end)

### **A. GENERAL INSTRUCTIONS**

1. The tenderer submitting tender would be deemed to have considered and accepted all the terms and conditions of contract. No verbal or written enquiries will be entertained in respect of acceptance or rejection of the tender.
2. The Centre reserves the right to cancel or reject in full or part any or all tenders received.
3. Any action on the part of the tenderer to influence any officer of the Centre or canvassing in any form shall make the tender liable for rejection.
4. The contract will be for a period of two years initially, which can be extended for one more year on satisfactory performance of the previous year of the contract. ACTREC may renew / extend the contract to such further period(s), as it may deem proper, having regard to the quality and manner of the contractor's performance. However, it shall be with consent / written request by the contractor in this regard.
5. All works will be executed as per detailed specifications at ACTREC, Navi Mumbai and as directed by an officer / official nominated by the Director.
6. The quantities indicated are purely tentative and likely to vary on either side up to any limit.
7. Time is the essence of this contract. In case the contractor fails in fulfilling the obligations fully in time, ACTREC shall have the absolute right to take up the work at Contractor's cost and risk and recover any and all such expenses from the amounts due to the Contractor including Security Deposit. The Centre shall have right to impose a penalty commensurate with the fault and if any, shall be deducted from the bill.
8. A fine of Rs. = 1000/- can be levied by ACTREC in case of deficiency/poor performance of the contract.
9. The Contractor will be required to bring all tools and plants and material and labour required for proper completion of work.
10. The Contractor shall abide by all laws and regulations and statutory obligations in force from time to time and shall indemnify the ACTREC from any claims in this regard.
11. The Contractor will be required to post skilled manpower as may be needed to supervise and guide the workers – skilled, semi-skilled as well as unskilled for proper completion of the work as per directions of the Officer nominated by Director of the Centre to administer the contract.
12. **Period of contract:-** The period of contract will be initially for two years from 1<sup>st</sup> July, 2021 to 30<sup>th</sup> June, 2023 (extendable for one year subject to satisfactory performance of the contract, the rate can be reviewed after two years if mutually agreed).

13. All letters posted through postal authorities (P&T) to Contractor on the address given by him will be considered to have been delivered in time.
14. If at any stage, it is found that the work is not being executed as per detailed specifications and special conditions as per contract, it will be the duty of the Contractor to remove all such workers from the work site and make them good. The entire cost so incurred shall be borne by the Contractor. The detailed specifications, special conditions are part of this contract.
15. In case if any building is constructed and established during the currency of contract and Pest Control Work is required to be done. The center will pay additional cost, which is mutually agreed.
16. If it is observed at any stage that the quality of work is not satisfactory, the contract / work order as a whole will be terminated and security deposit will be forfeited. The Contractor will have no claims whatsoever on ACTREC.
17. In case it is found at a later date that the work done is of inferior quality and proper action was not taken at the time of execution of the work, the Contractor shall remain liable to pay compensation to the Centre for inferior works as determined by the Centre and in case all payments have been made to the Contractor for this work, this amount will be deducted from any sum due to the Contractor on any other work within the Centre.
18. Agencies Hiring/Companies/Units registered under NSIC/KVIC, or any other authority designated by the MSME, Govt. of India are entitled for exemption from payment of EMD /tenders fee etc. upto monetary limits specified in the NSIC certificate subject to registration certificate being valid as on date of quotation. Bidder must enclose copy and proof thereof.
19. Water and electricity required for the work may be used free of cost from ACTREC after obtaining written approval from the Administration.
20. Contractor will be fully responsible for any accident or mishaps involving workers engaged by the Contractor and the Contractor would pay claims made on this part. The Contractor shall indemnify the ACTREC from any claims arising out of accidents, disabilities of any nature or death arising out of provisions under law, or any other nature in respect of all workers engaged by the Contractor.
21. The Contractor shall identify the personnel to be deployed exclusively for the work under contract.
22. The Contractor shall abide by all laws and regulations and statutory obligations in force from time to time and shall indemnify the ACTREC from any claims in this regard. It will be the sole responsibility of the Contractor to abide by the provisions of the following acts as to the workers engaged by him for performance of this contract :
  - (a) Employment of Children Act
  - (b) Workmen Compensation Act
  - (c) Employment of Labour / Contract Labour Act
  - (d) Industrial Employment Act
  - (e) Contract Labour Abolition and Regulation Act 1970
  - (f) Minimum Wages Act
  - (g) Employee Provident Fund Act
  - (h) Any other act or legislation which may govern the nature of the contract.
  - (i) Any other law or act or rule as may be in force and made applicable to the workmen / supervisor / other persons as may be deployed by the Contractor for carrying out the assigned jobs of house-keeping involving use of skilled, semi-skilled or unskilled workers.

23. Any liability arising on ACTREC shall be deducted from the bills of the Contractor and if the full amount is not recovered then the same shall be recovered from the security deposit of the Contractor. There would be no liabilities towards the workers of the Contractor by ACTREC.
24. The ACTREC through its officers, reserves the right of altering the specifications of works of adding to or omitting any items of work or of having portions of the same carried out departmentally or otherwise and such alterations and variations shall not violate this contract.
25. The Contractor is required to post his authorized representative at the site of the work who shall receive the instructions from the Officer nominated by the Director of ACTREC from time to time. All such instructions received by the authorized representative on behalf of the Contractor shall be deemed to have been received by the Contractor within the scope of this work order.
26. In the event of the Contractor failing to execute the pest control work under contract in whole or in part an alternative arrangement will be made by the ACTREC totally at the cost and risk of Contractor besides any suitable fine / penalty.
27. The Contractor shall be liable to pay compensation for any loss and damage caused to the property of the ACTREC or its patients by the Contractor or his workers.
28. The Contractor shall personally be responsible for the conduct of his staff and in case of any complaint against any staff, Contractor will be under obligation to change the worker when instructed by authority. The contractor shall observe all the laws and will be responsible for any prosecution or liability arising from breach of any of those laws. The ACTREC will not hold any responsibility with regard to staff on the role of the contractor whatsoever.
29. The Contractor and his staff shall follow the rules and regulations of the ACTREC in force and instructions issued from time to time. ACTREC will be free to take action against the Contractor for violating the same.
30. The ACTREC reserves the right to terminate the contract without assigning any reason by giving a notice of one month. This decision will not be challengeable in any court of law. The Contractor will have to give a notice of 3 months, if he wishes to terminate the contract.
31. 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 Director, TMC or any other officer nominated by the Director, TMC for arbitration whose decision shall be final and binding on the parties. The Contractor should agree that the arbitrator could be an employee of the Centre and shall not have any objections in this regard. The proceedings before the arbitrator would be governed by the provision of the Arbitration Act, 1996.
32. Tenders should be submitted to Administration Department, room no. 318, PS Building ACTREC-TMC, Sector-22, Kharghar Navi Mumbai-410210 and Tenders submitted in other places in time but not reached administration department before schedule time will not be accepted.

#### **B. Prohibition regarding representation through lawyer**

1. No party shall be allowed to be represented by a lawyer during any investigation, enquiry appeal or and other proceedings.
2. The Centre with the consent of the Contractor may modify terms conditions of the Contract as and when necessary without affecting the basic nature of his contract.

### C. CENTRE'S OBLIGATIONS

1. The Centre shall not be responsible for any loss, breakage or theft of Contractor's material for which he has to make his own arrangements for storage.
2. The Centre shall not pay any compensation in respect of any injury or death caused to the workers of the Contractor. It will be the sole responsibility of the Contractor under the applicable law / rules.
3. The Centre will not charge any amount from the Contractor for water or / and electricity supplied for Pest Control.

### D. CONTRACTOR'S OBLIGATIONS

1. Area of operation for pest control work at ACTREC campus are as follows:

Sr. No.	Name of building and 3 meters surrounding area to protect from pests, rats/rodents, poisonous reptiles, white/red /black ants/wood borers, anti-fungal, mosquito/flies control, general disinfection, bed bugs and other possible insects including honey bees etc. in any of the area or building in the campus	Area of operation to be inspected before quoting monthly charges for manpower and material indicating the treatment to be carried out to control the pests and other treatment as and when required additionally	Remarks
1	Khanolkar Shodhika ( G+3)		Attach schedule of the treatment for protection indicating the name of the material to control followings in each of the building and 3 meters surrounding area of such buildings:  1) Rats and rodent 2) Poisonous reptiles 3) White/ re / black ant / wood borers 4) Anti fungal 5) Anti termite 6) Mosquito/ flies control 7) General disinfection 8) Bed Bugs 9) Honey bees 10) Any other related treatment as and when required as per need to maintain the standards in hospital and laboratories and campus
2	Animal House ( G+1)		
3	Paymaster Shodhika ( G+3) Radiological Block (-1 + Gr. Floor)		
4	Jussawala Shodhika (G+2) Special treatment for BMT ward, ICU, operation theaters.		
5	Residential Hostel Block (03 buildings) G+3		
6	Vasundhara ( Patients hostel) (G+3)		
7	Service Block ( G + 1)		
8	Main receiving station ( Gr. Floor)		
9	Pump Houses (3 nos.) ( Gr. Floor)		
10	Security Guard house / Main gate security ( Gr. Floor)		
11	Project House ( Gr. Floor)		
12	Faculty Club (G + 1)		
13	CCE (G + 3)		
14	Archive Building (G + 4)		
15	Solid Tumor Building (G + 7)		
16	Hadron ( G + 1)		
17	Asha Niwas (G + 11)		

In case any other area/ building is established / commissioned apart from above. The rates for that area shall be decided mutually.

**Plan for carrying out treatment in the buildings and surrounding areas thereof**

Daily	Weekly	Monthly
<ol style="list-style-type: none"> <li>1. Rats and rodents</li> <li>2. White/red/black ants/woods borers</li> <li>3. Mosquito/flies control</li> <li>4. General disinfection</li> <li>5. Bed bugs</li> <li>6. Any other related treatment as when required as per need to maintain the standards in hospital and laboratories and campus</li> </ol>	<ol style="list-style-type: none"> <li>1. Reptiles located and when required</li> <li>2. Anti fungal</li> <li>3. Honey bees</li> <li>4. Poisonous reptiles</li> </ol>	<ol style="list-style-type: none"> <li>1. Anti termite</li> </ol>

2. The contractor shall pay his workers the minimum wages fixed by the Centre Government/State Government, whichever is higher will include Basic pay, Special Allowances, EPF, Bonus, ML Welfare charges, Paid holidays etc. for unskilled/semiskilled/skilled workers from time throughout the tenure of contract in the presence of representative of the Director of the Centre. The Contractor shall follow the job description to be performed by the workers as specified. The Contractor shall pay wages to the workers employed by the contractor positively by 07<sup>th</sup> of every month by cheque along with payment slip as per Central Labour Enforcement Authority.
3. **Uniform:** - 02 sets of uniforms will be provided by the firm as per their companies norms /standards both for male and female. The uniform should include cap, shirt, pant, safety shoes.
4. **Identity card:** The contractor must issue identity card to his workers/supervisors and submit police verification certificate for all workmen engaged by him along with supervisors to ACTREC.

**E) REPORT**

1. The contractor or his representative shall daily report to officer nominated by the Director, ACTREC to supervise the work under the contract and take instructions every day from him for the work on a book/register maintained by the Contractor exclusively for the purpose. He shall preserve the said book and produce the same when asked.
2. The contractor will prepare a schedule on the works to be carried out in the areas of works allotted before commencement of actual works.
3. The contractor will prepare a list of protocol and daily checks's for Pest Control works and displaying the same in all areas of work to be carried out.
4. The Contractor/his representative should approach the officer nominated by the Director, ACTREC if he needs any instructions, help or has any difficulties.
5. The Contractor/ his representative should all the time be available at work site during the course of his work.

## F) PEST CONTROL PLAN

1. The Pest control Plan shall consist
  - i. Proposed materials and equipments for service: The contractor shall provide current labels and materials safety Data Sheets (MSDS) of all pesticides to be used, and brand names of pesticides application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment, and any other pest control devices or equipment that may be used to provide service.
  - ii. Proposed methods for monitoring and Surveillance: The Contractor shall describe methods and procedure to be used for identifying sites of pest harborage and access, and for making objective assessments of pest population levels throughout the term of the contract.
  - iii. Service schedule for each building or site: The contractor shall provide complete service schedules that include daily, weekly and monthly treatment.
  - iv. Structural or operational change: Description of any structural or operational change that would facilitates pest control effort.
  - v. Commercial Pesticide Applicator Certificates or Licenses
    - I. The contractor shall provide duly attested photocopies of state-issued commercial pesticide applicator Certificates. Every operator/applicator employee will be provided with the authority to operate upon the machine/equipment and ensure that the person engaged to operate upon the tools and equipments to spray the material should be competent and trained person who should have prescribed qualification/authority if any under the applicable law and rules thereof.
    - II. The contractor shall be responsible for carrying out work according to the approved Pest Control Plan.
2. The safety of the workmen and material will be the responsibility of contractor. He is expected to take such safety measures as are normally required to be taken for execution of this type of work.
3. The contractor will be responsible for taking such steps as are necessary and obligatory for the employer to secure
4. Methodology:
  - a. Pesticides used and EPA certification
  - b. Action plan for program
    - I Surveillance
    - II Preventive maintenance
    - III Schedule for various areas, i.e., Laboratory areas, Animal House, BMT & Surgical area Patient care area, surgical suites, Food service Area, offices etc., and action planned for their protection.
  - c. Maintenance of reports
  - d. Quality Control
  - e. Pest Control agents may used any of the listed below material:

### MATERIAL TO BE USED

Sr. No.	Type of Treatment	Name of the chemical or material of the equivalent properties
01	General Pest Control	Non-toxic material
02	Anti Termite Treatment Termite, cockroaches, Red, Ants, Flies, bed bugs etc.	Chlorophyripos / Imidaclopride
03	General Disinfestations	Pyrethryum, Deltamethrin, Malathion
04	Rodent Control ( Deratting )	Zinc Phosphide, anti – Coagulants & Glue
05	Poisonous reptiles Control	Carbolic Acid
06	Honey Comb Treatment	By Suitable Method
07	Anti-malaria treatment (Fumigation- Fogging) Mosquito Control	Spraying Pyrethryum, or Malathion/ Abate/ BHC powder
08	Anti-fungus treatment	Spraying of Bacciloacid special or other antifungs agent.

- a) All the chemicals used for different services shall confirm to governing I. S. Codes and EPA certification and also approved under the relevant act. The chemical emulsion prepared should be got tested from the recognized laboratory to meet our specification and should produce the test result from time to time.
- b) Chemicals should not be harmful to patients in wards/staff in office but should however be effective.
- c) Care should be taken to ensure that the treatment does not damage electronic instruments, fittings etc. in which case the entire responsibility shall lie with the contractor.
- d) The contractor is regulated to undertake at least four major treatments for CRI Building, Animal House, CRC Building, Ward Block, Project House, Residential Quarters, Pump House, Main receiving station, Kitchen, Cafeteria, Pantry, Drainage, Shafts, Gutters, Manholes dust bins and Linen department, etc. He should also attend complaints as and when required.
- e) Treatment should be carried out during the office hours for certain departments and after office hours, and holidays for departments such as kitchen, dining room etc.

### G) PAYMENT CONDITIONS

1. The Contractor will submit the pre-receipted bills in triplicate by 1<sup>st</sup> day of every month after satisfactory completion of the work to the Officer nominated by the Director, ACTREC for payment. The Officer on the receipt of the bill will check the work record and thereafter process the bill for payment.
2. Payment will be made by the Centre to the Contractor on monthly basis on submission of bills in triplicate along with the certificate of satisfactory performance of work from the concerned officer/s of the ACTREC verifying the records of materials, Challan, muster roll, payment sheet, after deduction of EPF, ESIS (with proofs of payment to respective authorities) taxes etc. as per rules.
3. In case of any delay in processing of the bills, the Contractor shall ensure the payment of its workers by 7<sup>th</sup> of every month.
4. Trade tax, turnover tax, income-tax and other statutory levies, as applicable from time to time, will be deducted from the bills of the Contractor for which certificate can be issued by the Centre on request.

#### **I) VALIDITY**

The tendered offer must remain valid at least for a period of three months (90 days) from the date of the opening of the tender. The rates quoted by the contractor once accepted shall be valid for the entire period of contract.

#### **J) COMMENCEMENT OF WORK**

1. The Contractor is required to start the work within seven days from the date of award/ date of communication of acceptance of the tender. In case it is found that the work has not been taken up within seven days from the date of acceptance of the tender or issue of the work order, the ACTREC as its sole discretion may cancel the work order and forfeit the earnest money deposit, deposited along with tender without any reference to the Contractor.

#### **K) CANCELLATION OF CONTRACT**

1. Notwithstanding any other provisions made in the contract, the ACTREC reserves the absolute right to terminate the contract after giving one months notice in writing, without assigning any reasons. The Contractor shall raise no compensation or claim in the event of such cancellation.
2. 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 EMD/Security Deposit issued to the ACTREC shall be forfeited without any claim whatsoever on ACTREC.

#### **ACCEPTANCE**

I have read the General Terms and Conditions of the contract given above. I agree to abide by them.

**Signature of the Contractor and seal**

**Name of authorized person**

**Name of the firm**

**Address for correspondence**

**Date:**



Part –II  
(To be submitted in separate sealed cover)

## **FINANCIAL/COMMERCIAL BID**

Sr. No.	Name of the building and 3 meters surrounding area to protect from pests, rats/rodents, Poisonous reptiles, white/red/black ants/wood borers, anti-fungal, mosquito/files control, general disinfection, bed bugs and other possible insects including honey bees etc. in any of the area or building in the campus	Area of operation to be inspected before quoting monthly charges for manpower and material indicating the treatment to be carried out to control the pests and other treatment as and when required additionally	Remarks
1	Khanolkar Shodhika (G+3)		Schedule Attached
2	Animal House (G+1)		
3	Paymaster Shodhika (G+3) Radiological Block (-1+Gr. Floor)		
4	Jussawala Shodhika (G+2) Special treatment for BMT ward, ICUs, operation theatres		
5	Residential Hostel Block 64 flats. (G+3) (03 buildings)		
6	Vasundhara (Patient hostel) (G+3)		
7	Service Block (G + 1)		
8	Main Receiving Station (Gr. Floor)		
9	Pump Houses (3 nos.) (Gr. Floor)		
10	Main Gate Security (Gr. Floor)		
11	Project House (Gr. Floor)		
12	Faculty Club (G + 1)		
13	CCE (G + 3)		
14	Archive Building (G + 4)		
15	Solid Tumor Building (G + 7)		
16	Hadron (G + 1)		
17	Asha Niwas (G + 11)		
	Total in figures		
	Total in words		
	Add Good & Service Tax as applicable under rules		
	Grand Total in figures		
	Grand Total in words		

Indicate total charges to be paid on monthly basis for providing pest control services including manpower and material in the above buildings and areas. It institute wants to add any other building /area, for which separates will be agreed by both the parties.

## **Pest Control Programme**

	Treatment	Frequency		Material Name
1	General Disinfestations			
	Cockroaches, Red ants, Sliverfish	Monthly	1	Cypermethrin
			2	Deltamethrin
			3	Lindane
			4	Fipronil
2	Bed Bugs	Monthly	1	Deltamethrin
3	Rodent Control	Weekly	1	Bromadiolene
	Rats, mice & bandicoots		2	Glue Traps
4	Mosquito & House Flies		1	Lamdacyhalothrin
a	Spray	Monthly	2	Cylfluthrin
5	Termite Control	Monthly	1	Imidacloprid
			2	Chloropyrifos
6	Wood Borers	As and when required	1	Deltamethrin
7	Poisonous Reptiles Control	As and when required	1	Carbolic Acid
8	Honey Bees	As and when required	1	DDVP
9	Anti Fungus	As and when required	1	Bacciloacid Special

## SOLVENCY CERTIFICATE

This is to certify that M/s. \_\_\_\_\_ is a firm of Proprietorship / Partnership / body corporate (give legal entity) duly registered under the provisions of Act (give the name of Statutory Act) for which we are the authorized bankers and having bank transactions for their business through us and have good reputation.

Based on their financial transactions, we certify that financial position of the above named organization is sound and the solvency to the extent of amount Rs. \_\_\_\_\_ may be admitted.

Signature of Manager  
Name of the Bank with seal

Date:

(To be executed on general Stamp Paper of Rs. 100)

## AGREEMENT

Memorandum of agreement made on this \_\_\_\_\_ day of \_\_\_\_\_ between ACTREC-TMC and \_\_\_\_\_ having its registered office at \_\_\_\_\_ which expression shall include its successors / assignees hereinafter called the supplier of the one part. The ACTREC of Tata Memorial Centre which is a society incorporated under the Societies Registration Act 1860 having its registered office \_\_\_\_\_ represented by \_\_\_\_\_ on the authority of the Society on the second part.

WHEREAS the second party published notice inviting tenders for providing services at ACTREC, Kharghar, Navi Mumbai;

AND whereas, the first party applied / offered its offer in response of the notice invitation for tender and the offer was found acceptable by the second party who has issued Letter of acceptance / Letter of Intent to the supplier;

WHEREAS, the terms & conditions duly stipulated in the tender form under the Schedule of terms & conditions (general as well as special) have been found acceptable by the first party to abide by them and the second party has found the first party competent and capable supplier and letter of intent has been issued by the second party;

Now it is therefore, parties hereunto have agreed mutually to abide by the terms and conditions of the work order and now this deed WITNESSETH that:

1. The first party shall abide by the general terms and conditions as well as the special terms and conditions as have been stipulated in the tender for the supply and provide services of specified manpower to commence the work of maintenance as awarded with effect from the given date and time.
2. That the technical Bid containing technical specifications of the techniques to be used for maintaining the work schedule will be ensured by the first party and will be acceptable to the second party.
3. That the quantity variation in consumable items and non-consumable equipments / tools including short supply will not be acceptable by the second party unless otherwise specified and communicated by the second party to the first party within the authorized time of supply or the extended time as may be mutually agreed upon by the parties here to.
4. That the upward price variation will not be acceptable to the second party whereas the first party will be under the liability to revise the price downward if it happens due to reduction of taxes leviable by the Central / State Government.
5. The maintenance of the equipment / tools during currency period of the contract shall be the sole responsibility of the contractor at his own cost. The alternative tools / equipments shall be provided by the contractor in case of failure of any of the tools / equipments required for maintaining the awarded jobs.
6. That the notice inviting tender, tender form, technical bid, commercial bid together with schedule of quantity and specifications including general terms and conditions and special terms & conditions schedule shall be construed as the part of this agreement.
7. That the mode of payment & currency for the supplies shall not be changed unless otherwise mutually agreed by the parties and if found permissible under the Law of the land.

8. That the first party shall be liable for the liquidated damages to be paid to the second party for the defaults on the part of the contractor for commissioning and maintenance is delayed and the second party will be free to recover such liquidated damages as may be determined in the terms of the work order conditions from the due amount of supplies or EMD or Performance Deposits / Guarantee including Bank Guarantee.
9. That the first party / contractor shall be responsible to provide alternate manpower in case of any the workmen or group of workmen remain absent from the work on account of one reason or the other or refuse to execute the work or adopt delay tactics by one way or the other or any other unforeseen circumstances occurred or created on account of actions of the personnel of the contractor deployed at ACTREC. Failure of the contractor shall render him liable for all consequences as may be occurred to save life of patients in the hospital.

IN WITNESS whereof, the first party contractor and the through its authorized representative has hereinto set his hands and Shri. \_\_\_\_\_, \_\_\_\_\_ for in and on behalf of the second party has hereinto set his hands, executed and signed this deed in presence of.

First Party

Second Party

Witness: 1 \_\_\_\_\_

Witness: 1 \_\_\_\_\_

2. \_\_\_\_\_

2 \_\_\_\_\_