

TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH AND EDUCATION IN CANCER (ACTREC)
(A grant – in - aid institute under Department of Atomic Energy, Government of India)
Sector-22, Kharghar, Navi Mumbai – 410210, Web Site: www.actrec.gov.in,
e-mail- anavkarsa@tmc.gov.in Phone No. 022-27405141/5551

NOTICE INVITING TENDER

ANNUAL CONTRACT FOR PROVIDING PEST CONTROL SERVICES AT ACTREC FOR THE PERIOD OF TWO YEARS FROM 01/07/2024 TO 30/06/2026 (EXTENDABLE FOR ONE-YEAR SUBJECT TO SATISFACTORY PERFORMANCE)



SR. NO.	PARTICULAR	AMOUNT
01	EMD by Demand Draft to be Drawn in Favor of Director ACTREC payable at Navi Mumbai only. The EMD amount should be paid by all the vendors in the form of Account Payee Demand Draft /FDR/ Bank Guarantee in favor of Director ACTREC. All Agencies have to submit EMD in the prescribed format, failure to submit EMD before the closing date of the tender will lead to summary rejection of the bid.	Rs. 36,000/- (Rupees Thirty-Six Thousand Only)

Notes: -

1. Tender Notification and Documents are available on GEM Portal: - <https://gem.gov.in>
2. Interested agencies /firms may visit the above mentioned website for the registration.

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TENDER DOCUMENTS

SR.NO.	TOPIC
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.	Technical Bid (To Be Filled and Signed by The Tenderer)
7.	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.	Indemnity Bond
11.	Agreement to Be Executed by The Tenderer
12.	Format of Notary Affidavit Non-Criminal

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 e-mail- anavkarsa@tmc.gov.in Phone No. 022-27405141/5551

Ref. No. TMC / ACTREC / PC / ADMN /3541/2024

08th May, 2024

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.) for Two years	EMD (Rs.)
1.	For Providing Pest Control Services With Material and Manpower to Work And Attend Job For a Period of Two Years From (01/07/2024 To 30/06/2026 (Extendable Up To One-Year Subject To Satisfactory Performance Of The Services) At ACTREC Campus, Sector-22, Kharghar, Navi Mumbai-410210	Rs.18,00,000/- (Rupees Eighteen Lakhs Only) (Inclusive of GST as Applicable)	Rs. 36,000/- (Rupees Thirty-Six Thousand Only)

CRITICAL DATE SHEET

Published/Start Date	08 th May, 2024 at 03.00 pm.
Pre-bid Meeting	16 th May, 2024 at 11.00 am
Bid Submission End Date & Time	29 th May, 2024 up to 06.00 pm.
Bid Opening Date & Time	29 th May, 2024 at 06.30 pm.
Pre-bid meeting Venue	3 rd floor, PS. Building, TMC-ACTREC Sector-22, Kharghar, Navi Mumbai – 410 210.
Hard copy submission place	Room no. 318, Administration, 3 rd floor, PS. Building, TMC-ACTREC Sector-22, Kharghar, Navi Mumbai – 410 210.

1. Tender documents may be obtained downloaded from **website: www.gem.gov.in** and EMD of Rs.36,000/- be paid by Demand Draft/ FDR/ Bank Guarantee drawn in favour of “Director ACTREC” attaching with the technical bid.
2. 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.

(S. A. Anavkar)
Jr. Admin. Officer (EM)

**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 /3541/ 2024

08th May, 2024

**Name of Work: Pest Control Services at ACTREC for The Two Years 01/07/2024 To 30/06/2026
(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 180 (One Eighty 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. 36,000/- 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

SCOPE OF WORK

The contractor has to arrange his own two numbers of manpower daily on site at ACTREC for Pest Control Work with material. 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
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: <ol style="list-style-type: none"> 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, ICUs, operation theatres	
5	Shivshankar Hostel (Residential Hostel Block 67 flats. A-wing & B-wing)	
6	Shanti Sadan (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	Raja Rao Shodhika (G + 7)	
16	Hadron (G + 1)	
17	Radiological Research Unit (RRU) (-1, G + 7)	
18	Asha Niwas (G + 11)	
19	Parijaat, Kanchan & Ketaki Hostel Building (Total 48 Flats)	

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 tender documents are complete in all respects and shall be submitted online on <https://gem.gov.in> and a Hard copy of the same tender documents along with all licenses, permission, Certificates, work orders, contracts, Experience/Performance certificates and other required documents etc. should be sealed in a separate cover containing Technical bid (along with EMD) and sealed in a suitable size cover which should be super scribed with tender number and name of the work / service before the due date and time.
- 2) For due performance of obligations under the contract, the successful tenderer shall have to deposit **05%** amount of total value as security deposit by Demand Draft or by way of Bank Guarantee, FDR of Nationalized Bank in favor of DIRECTOR - ACTREC with the absolute right. Bid security shall be refunded to the successful bidder on receipt of performance security. Security Deposit should remain valid till 180 days beyond the date of completion of rate contract period. 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) Online tender form should be filled and completed in all respects and hard copy must be signed and submitted in the office. 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 may be treated as invalid tender. The tenderer should duly sign the entire tender documents personally.
- 4) EMD by Demand Draft to be Drawn in Favor of Director ACTREC payable at Navi Mumbai only. The EMD amount should be paid by all the vendors in the form of Account Payee Demand Draft /FDR/ Bank Guarantee in favor of Director, ACTREC. All Agencies have to submit EMD in the prescribed format, failure to submit EMD before the closing date of the tender will lead to summary rejection of the bid. The tenderer should read the General & Special Terms and Conditions and note of the Centre and give their acceptance to that effect.
- 5) The Earnest Money Deposit (EMD) of the unsuccessful bidders shall be released after issuing award of contract to the successful bidder.
- 6) 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.
- 7) The tenderer should ensure that the amounts are written in such a way that interpolation is not possible. No blank space should be left.
- 8) 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.
- 9) Failure to fulfill any of the conditions given above shall render the tender for rejection.

- 10) 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.
- 11) The bidder should be having a legal entity either of individual/partners or a body corporate which may sue or may be sued.
- 12) 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.
- 13) The bidder should be able to submit the solvency certificate of Rs. 7,20,000/- (Rupees Seven Lakhs Twenty Thousand Only) from the Schedule bankers.
- 14) 03 years relevant experience in Government institutions/ PSU's/ Corporate Offices and Private / Government Hospitals with capacity of minimum 100 bedded hospital. Experienced bidder should attach work completion certificate along with the complete Purchase Order Copies / Work Order and any other documents of their past experience in support of their capability in the field of dealing with the services tendered.
- 15) 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.
- 16) The bidder should have tax payment capability by producing 3 years Assessment Clearance Certificate as and when asked for in addition to PAN Number.
- 17) 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.
- 18) Experienced bidder should attach certificate of their past experience in support of their capability in the field of dealing with the services tendered.
- 19) 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.
- 20) 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.
- 21) The bidder will be responsible by abiding itself by the national law including rules relating to manpower, services etc. offered by the bidder.
- 22) 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.
- 23) 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.
- 24) 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.

- 25) The bidders or his authorized representative will be entitled to participate in the tender opening process to take note of the proceedings of disclosure.
- 26) The bidders may contract Jr. Administrative Officer on telephone No.022-27405141 relating to any of the services published in Tender Notice.
- 27) 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.
- 28) 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

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TENDER APPLICATION FORM

Ref. No. TMC / ACTREC /PC/ ADMN /3541/2024

08th May, 2024

Name of the Work	For Providing Pest Control Services with Material and Manpower
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		

ESSENTIAL TECHNICAL QUALIFICATION CRITERIA

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

1	Registration Number under Shops and Est. Act, Society Act, Companies Act or Public Trust Act.
2	Income Tax PAN number
3	GST (Goods and services Tax) Registration Number.
4	EPFO Registration Number
5	ESIC Registration Number
6	Copy of Latest of Last Three Years IT returns, Profit & Loss Account Statement, Balance Sheet with average annual financial turn over (gross) of Rs. 9,00,000/- (Rupees Nine Lakhs Only) (Last three consecutive financial year ending on 31st March, 2023) certified by C.A.
7	03 years relevant experience in Government institutions/ PSU's/ Corporate Offices and Private / Government Hospitals with capacity of minimum 100 bedded hospital (Experienced bidder should attach work completion certificate along with the complete Purchase Order Copies / Work Order and any other documents of their past experience in support of their capability in the field of dealing with the services tendered).
8	The bidder should be able to submit the Solvency Certificate of Rs. 7,20,000/- (Seven Lakhs Twenty Thousand Only) value from the any single schedule bankers.
9	An undertaking (self-certificate) on stamp paper that the bidder hasn't been blacklisted by a central / any state government institution and there has been no litigation with any government department on account of similar services is to be submitted.

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. Experienced bidder should attach work completion certificate along with the complete Purchase Order Copies / Work Order and any other documents of their past experience in support of their capability in the field of dealing with the services tendered
8. 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.
9. A fine of Rs. 1000/- can be levied by ACTREC in case of deficiency/poor performance of the contract.
10. The Contractor will be required to bring all tools and plants and material and labour required for proper completion of work.
11. 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.
12. 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.

13. The contractor has to arrange his own two numbers of manpower daily on site at ACTREC for Pest Control Work.
14. **Period of contract:** - The period of contract will be initially for two years from 1st July, 2024 to 30th June, 2026 (extendable for one-year subject to satisfactory performance of the contract, the rate can be reviewed after two years if mutually agreed).
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. Water and electricity required for the work may be used free of cost from ACTREC after obtaining written approval from the Administration.
21. 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.
22. The Contractor shall identify the personnel to be deployed exclusively for the work under contract.
23. 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.
24. 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.
 25. 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.
 26. 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.
 27. 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.
 28. 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.
 29. 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.
 30. 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.
 31. 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.
 32. 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, ACTREC or any other officer nominated by the Director, ACTREC 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.

33. Tenders should be submitted to Administration Department, room no. 318, PS Building ACTREC, 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
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: 11) Rats and rodent 12) Poisonous reptiles 13) White/ re / black ant / wood borers 14) Anti fungal 15) Anti termite
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	Shivshankar Hostel (Residential Hostel Block 67 flats. A-wing & B-wing)	
6	Shanti Sadan (G+3)	
7	Service Block (G + 1)	
8	Main Receiving Station (Gr. Floor)	

9	Pump Houses (3 nos.) (Gr. Floor)	16) Mosquito/ flies control
10	Main Gate Security (Gr. Floor)	17) General disinfection
11	Project House (Gr. Floor)	18) Bed Bugs
12	Faculty Club (G + 1)	19) Honey bees
13	CCE (G + 3)	20) Any other related treatment as and when required as per need to maintain the standards in hospital and laboratories and campus
14	Archive Building (G + 4)	
15	Raja Rao Shodhika (G + 7)	
16	Hadron (G + 1)	
17	Radiological Research Unit (RRU) (-1, G + 7)	
18	Asha Niwas (G + 11)	
19	Parijaat, Kanchan & Ketaki Hostel Building (Total 48 Flats)	

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

1. 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 07th of every month by cheque along with payment slip as per Central Labour Enforcement Authority.
2. **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.
3. **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 equipment's 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 equipment's 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. Contractor should provide Rat, Termite, Cockroach and Bed Bugs control services at the designated place mentioned by the Sanitary Supervisors.
4. Specification and make / quality of chemical /pesticides shall be clearly spelt in the offer/ tender, and it should be certified by the WHO Pesticide evaluation scheme (WHOPES) for public health utilization and approval with BIS Certification.
5. All the chemicals used for different services shall confirm to governing I.S Code and shall have certified by the recognized government agency.
6. Chemical should not be harmful to patients in ward/ staff in office but should however be effective.
7. Special care should be taken to eradicate Rat/ Cockroach's nuisance in the entire ACTREC Campus.
8. Use of liquids and strong agents may be restricted to toilet drains. The Contractor is regulated to undertake at least four major treatments for Offices, Labs, Diagnostic areas, Store Rooms, Rest Rooms, Doctors Room, Nurses Room and monthly services for Wards, Kitchen,

Cafeteria, Drainage, Shafts, Gutters, Manholes dust bins and Linen Dept. He Should also attend the complaint as and when required.

9. The contractor will be responsible for taking such steps as are necessary and obligatory for the employer to secure
10. 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. 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.
 - f. Chemicals should not be harmful to patients in wards/staff in office but should however be effective.
 - g. 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.
 - h. 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.
 - i. 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.

No	Type of Pests	Name of the Pesticides/Insecticides/Rodenticides/Larvicides/Fungicides to be used.
1	Spider	Cyfluthrin 5%EW
2	Lizard	Cyfluthrin 5%EW
3	Ant, Silverfish	Cypermethrin, Cyfluthrin 5%EW
4	Housefly	Cyfluthrin 5%EW
5	Mosquito	Cyfluthrin 5%EW, King Fog ULV, Diflubenzuron Granules.
6	Bed bugs	Sodium Borate Borax Powder, Pyrethrum, Pyrethroids, Hydrocyanic Acid.
7	Mice, Rat, Rodent	Zinc Phosphate, Glu Pad, Difethialone, and Bromadiolone, cage Boxes.
8	Honey Bee	Chlorpyrifos.
9	Termite, Wood Borer	Imidacloprid 30.5%SC, Bifenthrin 2.5%EC, Lindane 20%EC.
10	Cockroach	Fipronil 0.03%, Deltamethrin 2.5%, Cyfluthrin 5%EW
11	Poisonous Reptile	Carbolic Acid, other suitable repellants

No.	Type of Pests	Type of Treatment Frequency
1	Spider, Lizard, Ants, Silverfish	Forth nighty / As and when required
2	House Files	Weekly / As and when required
3	Mosquito	Weekly / As and when required
4	Bed Bugs	Forth nighty / As and when required
5	Rats, mice, Rodent Control	Forth nighty / As and when required
6	Termite Control, Wood Borers	Monthly / As and when required
7	Cockroach	Weekly / As and when required
8	Poisonous Reptiles Control	Monthly / As and when required
9	Honey Bees	As and when required
10	Anti Fungus	As and when required

G) PAYMENT CONDITIONS

1. The Contractor will submit the pre-receipted bills in triplicate by 1st 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, ESIC (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 7th 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 six months (180 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 (07) 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 (07) 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:

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:

FORMAT OF INDEMNITY BOND FOR GUARANTEED PERFORMANCE
(To be furnished in Stamp paper as per Stamp Act)
(At presents not less than Rs. 100/- stamp paper)

This deed of Indemnity executed byhereinafter referred to as 'Indemnifier ' or 'Contractor' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representative and assignees in favour of Tata Memorial Centre (ACTREC), hereinafter referred to as the 'Indemnified' or 'Purchaser' which expression shall unless repugnant to the context of meaning thereof, include its administrators, successors and assignees.

Witness as to:

Whereas the Purchaser herein has awarded to the Contractor herein a contract for Tata Memorial Centre ACTREC (Tata Memorial Centre), on terms and conditions set out inter alia in the NIT/work order contract/Award of contract no..... for a contract valued at Rs. (Rupeesonly) and whereas, clause _____ of the above mentioned contract/Award provides for an indemnity bond to be given to the Indemnified.

The indemnifier agrees to indemnify the indemnified against all or any liabilities arising out of hereby irrevocably conducting the contract towards the employees of the contractor assigned for carrying out the job of running the laundry from time to time at ACTREC, including the quantum and payment of salaries, allowances, statutory liabilities and any other payments to the contractors employees or on behalf of the contractor's employees or on behalf of the Indemnifier shall be the sole responsibility of the Indemnifier.

The indemnifier further irrevocably agrees to indemnify the indemnified against any liability and/or penalty by whatever name it may be called arising out of any demand for or on behalf of the employees of the contractor, or on account of any demand by any statutory authorities. This indemnity shall be in force for a period of two years after the end of the date of the contract period or one year after the end of any litigation arising out of this contract whichever is later.

Name the Indemnifier :

Designation :

Name and address of the contractor :

WITNESSES

- 1.
- 2.

(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 whereas 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 here un-to 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 equipment's / 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 / equipment's shall be provided by the contractor in case of failure of any of the tools / equipment's 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 _____

**FORMAT OF NOTARY AFFIDAVIT ON NON- JUDICIAL STAMP PAPER OF RS.100/- STATING
THEIR IN AS UNDER**

1. Confirming that no case pending against them in court of law, or that no time they were penalized by any court of Law or Regulatory Authority.
2. That the firm is never being blacklisted /penalized /defaulted by any government Institution / Hospitals with in last 05 years.
3. That the firm has deposited up to date all the statutory taxes levied as per the law of land. (Upload scanned copy of clearance / Return certificate).

Signature

Name of Authorized Person for Bidder with Seal

BOQ/FINANCIAL BID

The Basis of Evaluation of The Tenders of Financial Bids Would Be Based on The Following Parameters for Consideration of L1: -

The Items Quoted Against the Each of the Following Items Would Be Averaged As (Sr. No - 1 to 19) :-

TATA MEMORIAL CENTRE ADVANCED CENTRE FOR TREATMENT, RESEARCH AND EDUCATION IN CANCER Sector-22, Kharghar, Navi Mumbai – 410210				
BOQ				
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	Monthly Rate (In Rupees)	GST @18%	Total
1	Khanolkar Shodhika (G+3)	0	0	0
2	Animal House (G+1)	0	0	0
3	Paymaster Shodhika (G+3) Radiological Block (-1+Gr. Floor)	0	0	0
4	Jussawala Shodhika (G+2) Special treatment for BMT ward, ICUs, operation theatres	0	0	0
5	Shivshankar Hostel (Residential Hostel Block 67 flats. A-wing & B-wing)	0	0	0
6	Shanti Sadan (G+3)	0	0	0
7	Service Block (G + 1)	0	0	0
8	Main Receiving Station (Gr. Floor)	0	0	0
9	Pump Houses (3 nos.) (Gr. Floor)	0	0	0
10	Main Gate Security (Gr. Floor)	0	0	0
11	Project House (Gr. Floor)	0	0	0
12	Faculty Club (G + 1)	0	0	0
13	CCE (G + 3)	0	0	0
14	Archive Building (G + 4)	0	0	0
15	Raja Rao Shodhika (G + 7)	0	0	0
16	Hadron (G + 1)	0	0	0
17	Radiological Research Unit (RRU) (-1, G + 7)	0	0	0
18	Asha Niwas (G + 11)	0	0	0
19	Parijaat, Kanchan & Ketaki Hostel Building (Total 48 Flats)	0	0	0
Total		0	0	0
Indicate total charges to be paid on monthly basis for providing pest control services including manpower and material in the above buildings and areas.				