NAME OF WORK
PEST CONTROL TREATMENT SERVICES CONTRACT FOR YASHADA
FOR THE YEAR (2024-2026)

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Earnest Money</td>
<td>Rs. 15,000/- to be paid online</td>
</tr>
<tr>
<td>Security Deposit</td>
<td>Rs. 5% of Contract Value</td>
</tr>
<tr>
<td>Cost of each Tender Form</td>
<td>Rs. 1000/- + 180/- (GST 18 %) = 1180/-</td>
</tr>
<tr>
<td></td>
<td>to be paid online</td>
</tr>
<tr>
<td>Blank tender forms downloading Period</td>
<td>20/06/2024 at 9.30 to 08/07/2024 up to 3.00 pm</td>
</tr>
<tr>
<td>Pre- Bid Meeting</td>
<td>25/06/2024 at 3.00 pm</td>
</tr>
<tr>
<td>Last Date of Submission</td>
<td>08/07/2024 Up to 03.00 PM</td>
</tr>
<tr>
<td>Date of Technical Bid Opening</td>
<td>10/07/2024 at 3.00 PM if possible</td>
</tr>
<tr>
<td>No.</td>
<td>Description</td>
</tr>
<tr>
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<td>--------------------------------------------------</td>
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</tr>
<tr>
<td>1.</td>
<td>i) Brief Tender Notice</td>
</tr>
<tr>
<td></td>
<td>ii) Detailed Tender Notice</td>
</tr>
<tr>
<td>2.</td>
<td>Earnest Money</td>
</tr>
<tr>
<td>3.</td>
<td>Tendering Procedures</td>
</tr>
<tr>
<td>4.</td>
<td>Scope of work</td>
</tr>
<tr>
<td>5.</td>
<td>General terms and conditions</td>
</tr>
<tr>
<td>6.</td>
<td>Duties and responsibility</td>
</tr>
<tr>
<td>7.</td>
<td>Payment and Agreement</td>
</tr>
<tr>
<td>8.</td>
<td>Earnest Money and Security Deposit</td>
</tr>
<tr>
<td>9.</td>
<td>Indemnity Bond</td>
</tr>
<tr>
<td>10.</td>
<td>Termination of Contract</td>
</tr>
<tr>
<td>11.</td>
<td>Risk Purchase and Dispute</td>
</tr>
<tr>
<td>12.</td>
<td>Settlement and Force Majeure</td>
</tr>
<tr>
<td>13.</td>
<td>Anexure-1,2,3,4</td>
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<tr>
<td>14.</td>
<td>Schedule ‘B’</td>
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NAME OF WORK: - PEST CONTROL TREATMENT SERVICES CONTRACT FOR YASHADA FOR THE YEAR (2024-2026)
DETAILED TENDER NOTICE

YASHWANTRAO CHAVAN ACADEMY OF DEVELOPMENT ADMINISTRATION
Raj Bhavan Complex, Baner Road, Pune - 411 007.
Phone No. (020) 25608408/409

NAME OF WORK: PEST CONTROL TREATMENT SERVICES CONTRACT FOR YASHADA FOR THE YEAR (2024-2026)

Online Lump sum tenders are invited for the following work, from Agencies/Contractors registered with any Govt. / semi-Govt. organization having experience of similar works by YASHADA and will be received in the form of e-tenders up to 3.00 pm on or before 08/07/2024. Blank tender can be downloaded from https://mahatenders.gov.in from 20/06/2024 at 9.30 am to 08/07/2024 Up to 03.00 pm on payment of cost of tender form mentioned below. Tender is also available only for perusal on www.yashada.org.

NAME OF WORK: PEST CONTROL TREATMENT SERVICES CONTRACT FOR YASHADA FOR THE YEAR (2024-2026)

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<table>
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<tbody>
<tr>
<td>1.</td>
<td>Cost of each blank tender form</td>
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<tr>
<td>2.</td>
<td>Contract Period</td>
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<tr>
<td>3.</td>
<td>Earnest Money</td>
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<tr>
<td>7.</td>
<td>Last date of Submission</td>
</tr>
<tr>
<td>8.</td>
<td>Date of Opening (Technical Bid)</td>
</tr>
</tbody>
</table>
9. **Validity Period:**

The offer of the Contractor shall remain valid for acceptance for a minimum period of **90 days** from the date fixed for opening of Envelope No.2 (Main Tender) and thereafter until it is withdrawn by the Contractor by notice in writing duly addressed to the authority opening the tender and sent by Registered Post Acknowledgement Due.

10. The tender notice shall form a part of the contract agreement.

11. No Joint Venture allowed.

12. The right is reserved to revise or amend the contract documents fully or part thereof prior to the date notified or amended for the receipt of tender. Such deviations/amendments if any shall be communicated in the form of corrigendum or by a letter as may be considered suitable.

13. No pages should be removed from, added in or replaced in the Tender.

14. The right is reserved to reject any or all tenders without assigning any reason thereof.

15. Tenders who do not fulfill all or any conditions or are incomplete in any respect are liable to summary rejection by YASHADA.

16. Agency should give Bank details as per **Annexure -4**

2.0 **EARNEST MONEY:**

2.1 Earnest money of **Rs. 15,000/- (In words Fifteen Thousand only)** and tender fee **Rs. 1180/- (In words One Thousand One Hundred & Eighty Only)** should be paid online though respective portal in the software.

2.2 Earnest money of the un-successful tenderers will be refunded only after an intimation of rejection of their tender is sent to them or on the expiry of the validity period whichever is earlier.

2.3 In case of successful tenderer, it will be refunded on his paying the security deposit and completing the tender documents or will be transferred towards a part of security deposit to be paid after awarding of the work. If successful tenderer does not pay the security deposit within 7 days and complete the agreement bond, his earnest money deposit will be forfeited to YASHADA. If the Successful tenderer paid security deposit within 7 days
after issuing LOA and could not sign the contract document in next 7 days his/her security deposit will be forfeited to Yashada.

2.4 If any technical difficulties arise while filling up e-tender, please contact toll free No 180030702232 at NIC.
3. **TENDERING PROCEDURES:**

3.1 **Issue of blank tender forms:** Tender shall be downloaded as per details published in tender notice inviting tender.

3.2. **Manner of submission of tender and its accompaniments:**

Tender to be submitted in two separate online envelopes.
Tenderer shall submit the tender and documents in two online envelopes as below:

3.2.1 **ENVELOPE NO.1 (Technical Bid):** - The online envelope clearly marked as "Technical Envelope (T1)". Shall contain the scanned copies of originals of following Documents:

a) Acceptance letter stating acceptance of Terms & conditions of tender as per Annexure 3
b) Certificate of registration of private Ltd/ Public Ltd/ Govt. or Semi- Govt. Organization/ partnership deed/ valid Shop Act license.
c) Certified copy of PAN Number/TAN Number card of the tenderer.
d) Certificate of GST registration if applicable.
e) Certified copies of experience regarding pest control services. Work completion certificates showing the company is having previous 3 years’ experience need to be enclosed.
f) Income Tax return of last three assessment years (2020-21, 2021-22 and 2022-23)
g) The Turnover certificate from CA (Chartered Accountant) for last three financial years (for the financial years 2020-21, 2021-22 and 2022-23) showing annual minimum turnover related to pest control treatment services not less than Rs. 10 lakhs. (No Balance Sheet should be uploaded). As per Annexure-1.
h) Self-declaration by bidder that they have not been blacklisted by any Ministry/Department/Govt. organization of Central/State or any Public sector organization or there is no litigation with any organization on account of similar type of services as per Annexure-2.
i) Registration Certificate of Employees provident fund
j) Registration Certificate of E.S.I.C.
k) Registration Certificate of professional tax.

3.2.2 **ENVELOPE NO. 2 (FINANCIAL BID) SHOULD CONTAIN FOLLOWING:** -
A declaration to the effect that he has fully studied the specifications, local conditions, availability of labour and materials and that he has quoted his rates with the consideration to all these factors is to be enclosed.

The tenderer should quote his offer on Schedule ‘B’ of the tender on the PDF BOQ format. He/she should not quote this offer anywhere directly or indirectly in Envelope No. 1. The Contractor shall quote for the work as per details given in the main tender.

Even though the tenderers meet the above requirement, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements, record of proof performance such as abandoning the work, not properly completing the contract, inordinate delay in completion of work or litigation history or financial failures etc.

4. SCOPE OF WORK AND SPECIFICATIONS: -

PEST CONTROL TREATMENT: -

It is the duty of the Agency undertaking this work to keep all the campus as stated in the area statement free from various pests. Considering our experience, it seems every day at least two workmen is required for this entire work. If any pest treatment is not mentioned above but the Agency feels it applicable same shall be done, keeping Engineer In charge informed in writing. Any incidence of locating bedbugs, cockroaches’ rodents or any other pests in campus shall be viewed as unsatisfactory work and action shall be taken as per clause No 5.15

4.1 GENERAL TREATMENT (ONCE EVERY MONTH MANDATORY & AS AND WHEN REQUIRED)
Spraying of insecticides on entire areas for controlling of cockroaches, ants, silverfish, and treatment for book preservation in library and office areas, carpet preservation etc. complete.

4.2 RODENT CONTROL (ONCE EVERY WEEK MANDATORY & AS AND WHEN REQUIRED)
Inspecting and identifying burrows in outer areas, fumigating it, rodent poison to be placed at infested areas and placing rat bating stations everywhere and cleaning the cages weekly, disposal of dead rodents.

4.3 DRAINAGE TREATMENT (ONCE EVERY MONTH MANDATORY & AS AND WHEN REQUIRED)
Entire inspection of chambers/manholes in office and residential areas are to be treated by spraying or smock generating (Cannon)

4.4 CANTEEN TREATMENT (ONCE EVERY MONTH MANDATORY & AS AND WHEN REQUIRED, AT NIGHTTIME)

Spraying of insecticide in oil-based media is to be done in entire canteen area including kitchen, stores and dish wash areas dining hall in and outside completely. Treating ants, flies, cockroaches, using standard herbal treatment in the interiors and standard pesticides for the exteriors.

4.5 HERBAL TREATMENT TO ALL RESI. AREA (ONCE EVERY MONTH MANDATORY & AS AND WHEN REQUIRED)

Use of herbal, non-poisonous ECO-FREINDLY, PASTE/GEL in residential flats, bungalows, mess and dining area spraying herbal pesticides in water-based solution.

4.6 FOGGING TREATMENT (ONCE EVERY WEEK MANDATORY & AS AND WHEN REQUIRED)

Stagnated water and garbage areas should be controlled for mosquitoes by spraying insecticides. The entire office and residential area of YASHADA should be fogged for mosquitoes with thermal fogging machine.

4.7 BEDBUGS TREATMENT (ONCE EVERY MONTH MANDATORY & AS AND WHEN REQUIRED)

Bedbugs Treatment for All hostels- Fortnightly & residential area – Monthly If the rooms are occupied and treatment cannot be done as per schedule prepared, same shall be rescheduled in consultation with Engineer In charge.

4.7 ANTI TERMITE TREATMENT

(a) ANTI TERMITE TREATMENT: -All the furniture, windows, door frames and wooden partitions in all buildings shall be treated for Termites and shall be protected from termites wherever is required.

(b) WOOD BORER TREATMENT: - All infected furniture for the first month fortnightly and then monthly using oil based chemicals wherever is required.

4.8 MAN POWER: - Every day sufficient experienced persons shall be engaged to perform the pest control treatment in YASHADA Campus in office time. The person shall be engaged
on all days including holidays. The Agency shall make alternative arrangements and
arrange for substitutes whenever required. The Agency shall arrange for extra
manpower under same contract with no extra cost to YASHADA, as and when required
to undertake pest control services and deliver satisfactory results.

**4.9** The pest control treatment should be done as per Govt. approved chemicals and M.S.D.S.
(Material Safety Data Sheet) should be provided by the Agency before start of work.

**4.10 AREA STATEMENT APPROXIMATELY:** -

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description/Details</th>
<th>Approximate Area in Sqm.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Academic Block (DAC) (Classroom C-1 to C-11 &amp; Gr. Floor + 1st Floor)</td>
<td>1046.00</td>
</tr>
<tr>
<td>2.</td>
<td>Lezim Hall</td>
<td>930.00</td>
</tr>
<tr>
<td>3.</td>
<td>Shammi, Jubilee, Durva 1 &amp; 2 Hostels (Gr. Floor + 2 Floors + Terrace) (116 Rooms)</td>
<td>2100.00</td>
</tr>
<tr>
<td>4.</td>
<td>Kojagiri Mess</td>
<td>1085.00</td>
</tr>
<tr>
<td>5.</td>
<td>3 Bungalows (Kohinoor, Kaustub &amp; Kasturi)</td>
<td>885.00</td>
</tr>
<tr>
<td>6.</td>
<td>Admin. Building (Gr. Floor + 3 Floors + Terrace)</td>
<td>2900.00</td>
</tr>
<tr>
<td>7.</td>
<td>MDC Building (Gr. Floor + 5Floors + Terrace) (105 Rooms)</td>
<td>5391.00</td>
</tr>
<tr>
<td>8.</td>
<td>MDC Auditorium Building (Gr. Floor + Basement 2 Floors + Terrace)</td>
<td>2800.00</td>
</tr>
<tr>
<td>9.</td>
<td>Library (Gr. Floor + 1st Floors + CDM, Control Room + CIT + Toran Reception)</td>
<td>1125.00</td>
</tr>
<tr>
<td>10.</td>
<td>Estate Department, Hostel Manager Office (DAC), Bank, Gym</td>
<td>140.00</td>
</tr>
<tr>
<td>11.</td>
<td>Main Gate and parking area.</td>
<td>47.00</td>
</tr>
<tr>
<td>12.</td>
<td>Residential Complex (Including Bakul 1 &amp; 2, Chaffa 1 &amp; 2, Anant, Parijat Quarters (40 Flats))</td>
<td>2474.00</td>
</tr>
<tr>
<td>13.</td>
<td>Zhashi Canteen</td>
<td>35.00</td>
</tr>
<tr>
<td>14.</td>
<td>Dormitory Building (Boys Hostel)</td>
<td>214.00</td>
</tr>
<tr>
<td>15.</td>
<td>Open area in Residential Complex &amp; Office premises.</td>
<td>3,716.00</td>
</tr>
<tr>
<td>16.</td>
<td>Project Management Building</td>
<td>2400.00</td>
</tr>
<tr>
<td>17.</td>
<td>MDC Canteen and all surrounding areas</td>
<td>1000.00</td>
</tr>
<tr>
<td><strong>TOTAL AREA</strong></td>
<td></td>
<td><strong>28,288.80</strong></td>
</tr>
<tr>
<td><strong>SAY TOTAL AREA</strong></td>
<td></td>
<td><strong>28,300.00</strong></td>
</tr>
</tbody>
</table>
5. **GENERAL TERMS AND CONDITIONS:**

5.1 The Contract will be valid for a period of two years from ------- 2024 to ------- 2026.

5.2 Subletting strictly not allowed.

5.3 The agency should obtain all necessary permits/licenses for running the services from authorities such as Municipal Corporation, other Local Authorities, and State/Central/Govt. Department etc. at its own cost. The Yashada shall not be responsible in any way for any breach of these rules and regulations by the Agency.

5.4 Any dispute arising out of the terms of this contract or in the interpretations of any clause herein shall be settled by mutual discussions between the nominated authorities of the Yashada and the authorized representative of the agency. Director General of YASHADA will be the final authority in resolving such disputes.

5.5 The agency should co-operate with all other agencies working in the campus. It would also ensure that its activities do not disturb officials, participants, and campus residents of YASHADA. The agency will keep the maintenance registers as directed by the Yashada to monitor day-to-day work of the agency.

5.6 The agency shall be responsible for safety of all the equipment’s and man/machinery etc. The utmost care shall be taken, and all safety norms shall be observed by the Agency while doing Pest Control in Kitchen, Dining areas. All certified chemicals shall be used for this work.

5.7 The employees deployed by the agency at the Yashada shall be its own employees under their exclusive management, supervision and control and Yashada shall in no way be responsible or liable for their wages, salaries, insurance, bonus, gratuity, or any other allowance, leave salary wages for holidays or any compensations notice pay etc.

5.8 The Name of pest control workers along with their biodata, photographs, and proof of residence should be submitted to the Jr. Engineer civil/ HoD estate (I/c) before such persons are deployed at YASHADA, changes should be informed forthwith when they take place.

5.9 All the workmen deployed by the agency at the Yashada shall abide by the disciplinary procedures, rules and regulations laid down by the Yashada from time to time.
5.10 All persons deployed by the agency shall always be medically fit. The employees deployed by the agency should always wear prescribed uniforms while on duty.

5.11 The agency shall be fully responsible for the equipment, tools, items etc. kept in the areas covered by the pest control contract.

5.12 If in course of execution of the contract by the agency any minor or major damages caused by the agency or his workmen to the persons or property of the Yashada, after joint investigations by the “Yashada” and the “Agency” any claims arising there from shall be recovered, settled and dealt with directly by the Yashada and the agency shall render all assistance and co-operation to the Yashada if any enquiry is held thereon.

5.13 It will be the responsibility of the agency to adhere to the schedules of pest control and maintain the campus pest free.

5.14 Agency shall take proper care for performing pest control treatment in all areas and specifically Air Conditioning (A/C) halls, classrooms and officer’s a/c cabins, canteen.

5.15 **A fine Rs. 1000/- per occasion** will be levied on the Agency for low quality of services or intermittent services or lapses on the part of the agency and or its employees and if any pests are located after treatment. Also, payment for substandard services will not be made.

5.16 Agency/Contractor should use **Government Certified Standard Pesticides** for pest controlling treatment services.

5.17 Agency should submit list of all staff along with biodata and photographs in the following format to Yashada

- Name: } Xerox copy of all documents
- Company Name: } Identity card of employees
- Age: } Agency photo
- Nearest police station/chowki’s name: }
- Aadhar card number: }

5.18 YASHADA reserves the right to reject any or all tenders without giving any reasons.

5.19 No sub-letting of contract is allowed after the agreement with the agency.
5.20 The pesticide/insecticides and any other chemicals used for pest control treatment services should be used from approved list by Central/State Govt. or any other statutory body and subsequently banned chemicals of above-named bodies should not use and same removed immediately from Yashada’s Campus. Also maintain register of materials brought in campus for pest control services.

5.21 The employees deployed by the Agency at Yashada should wear safety measures and its sole responsibility of Agency.

6. DUTIES & RESPONSIBILITIES:

6.1 The agency shall maintain the existing campus, staff quarters/office premises interior/exteriors and surroundings areas including MDC Building pest free.

6.2 The removal of dead pest/rodent and other waste due to pest control treatment shall be the sole responsibility of the agency.

6.3 The agency should carry out spraying activities on dates/day agreed upon by both the parties should not cause any inconvenience in daily working routine of the Yashada.

6.4 The pest control activity should be carried as per given schedule and if the authorities feel the treatment done is ineffective, or area is left untreated, Agency/contractor will re-do the pest control treatment as and when instructed to do so, at no extra cost using his men/machinery equipment and pesticides. If any dispute arises Director General, YASHADA will make a final decision in this regard.

6.5 Agency must submit advance program of pest control 15 days prior to execution of work.

6.6 Agency must collect certificates of execution from all helps who oversees 17 areas mentioned in 4.10 in prescribed format and maintain register of materials brought in campus for pest control services.

7. PAYMENT:

7.1 Yashada shall have the right to forfeit the amount of the security deposit or the part there of in case of breach of contract by the agency. Yashada, in such cases of breach of contract reserves the right to blacklist the agency.

7.2 The agency shall submit pest control compliance report after obtaining signature of the concerned official occupying the premises or in-charge of the premise such as conservancy
or housekeeping supervisors which shall be countersigned by Engineer In charge for the effective implementation of the terms and conditions of the contract.

7.3 Satisfactory services completion report of pest control treatment from the competent authority i.e. the Jr. Engineer (civil) / HoD Estate (I/C) YASHADA should be enclosed along with the bills. The agency shall submit quarterly bills, viz bills shall be submitted every three months for the three-month service period. The payment bill shall be paid within 15 working days, provided bills being in order, by Yashada.

7.4 Bank proof of monthly payment made up to 10th date of every month of deployed employees at Yashada should be submitted along with bill. And payment of deployed employees should be as per minimum wages act as directives of Govt. of Maharashtra.

7.5 TDS as applicable shall be deducted from each bill and the TDS certificate will be handed over to the agency by the due date.

7.6 Agreement – The successful bidder must execute Agreement on Stamp paper. The necessary stamp duty charges shall be borne by the Agency whose tender is accepted as per Govt. of Maharashtra Circular, नॉंदणी महानिरीक्षक व मुद्रांक नियंत्रक, पुणे, महाराष्ट्र राज्य, यांचे अ.शा.पत्र क्र. 005//मु.प्र.क्र.20/17, दिनांक 18/8/2017) and execute an indemnity bond indemnifying YASHADA against all claims disputes, damages, costs, etc. more particularly with regard to employees deployed by the agency.

7.7 The Agency shall regularly make payment of contribution to the Provident Fund (including employers & employees contribution), Employees State Insurance Corporation, Deposit Linked Insurance Scheme and all other statutory dues that may become due or payable by the Agency for the manpower deployed by them and maintain all such records as may be statutorily required and produce the same to the concerned officer of the Yashada along with the monthly bills in respect of dues paid in previous month (name wise). For this purpose, the Agency shall fill up separate challan in respect of employees deployed at YASHADA. If the Agency fails to submit all documents along with the monthly bills, the Yashada shall have a right to hold payment of monthly bill until total satisfaction regarding legal compliance by the Agency. If the Agency fails to pay statutory dues to respective departments (ESI, EPF/CPF, etc.). Same will be paid by YASHADA from the withheld amount
of bills. Monthly bills with all the above required documents will be cleared within fifteen days by Yashada.

8. **EARNEST MONEY & SECURITY DEPOSIT: -**

8.1 Earnest money deposit of **Rs. 15,000/- should be paid online only.**

8.2 **Security deposit of 5 % of contract value in the form of Demand draft drawn on Nationalized Bank in Pune. In favour of “Director General, YASHADA” shall be paid within 7 days after receipt of LoA.** Then Agreement and Work Order shall be done simultaneously, failing which earnest money and security deposit will be forfeited to Yashada and Yashada may decide to blacklist such agency for future tenders.

8.3 The security deposit shall be refunded after the liability period and after adjusting any dues of YASHADA. The liability period will be 3 months after the last treatment or 3 months after termination of the contract.

9. **INDEMNITY**

9.1 The agency shall always keep Yashada effectually indemnified against all actions, suits, proceedings, losses, costs, damages, charges, claims, and demands in any way arising out of or by reason of anything done or omitted to be done by the Agency and against all costs and expenditure incurred by YASHADA in that respect. The Agency shall also keep YASHADA indemnified against all claims for compensation under the provision of any law for the time being in force / brought in to force by or in respect of any Employee deployed by the Agency in carrying out the obligations under the contract and against all costs and expenditure incurred by YASHADA in connection there with. YASHADA shall be entitled to deduct any amount due from all money payable to the agency by way of compensation as aforesaid or of any other nature and costs and expenses in connection with any claim thereto. For this purpose, an Indemnity Bond will have to be executed by the Agency, before commencement of services.

9.2 The successful tenderer will be required to produce to the satisfaction of the specified concerned authority, a valid and concurrent license issued in his favor under provisions of the Contract Labor (Regulation and Abolition) Act, 1970 before starting the work. On failure to do so, the acceptance of tender is liable to be withdrawn and earnest money forfeited, wherever applicable.
9.3 The tenderer whose tender is accepted will have to give an undertaking in writing to the effect that he/they will pay the labours engaged on the work, the wages as per Minimum Wages Act, 1948 applied to the Zone in which the work lies and act accordingly, wherever applicable.

9.4 The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Employees’ Liability Act 1938 Minimum Wages Act, 1948 Workmen’s Compensation Act, 1961 and The Contract Labour (Regulation & Abolition) Act, 1979, applied to the Zone in which the work lies and any modification thereof or any law-relating thereto and rules made there under from time to time, wherever applicable.

10. TERMINATION OF AGREEMENT:

10.1 During the period of this agreement, the Yashada shall have the right to terminate the agreement if it is not satisfied with the performance of the Agency by giving it 30 days’ notice in writing. For this purpose, the Yashada shall be the sole judge to decide whether the performance of the Agency satisfactory or not and such decision of Yashada shall be final conclusive and binding on the Agency and the Agency shall not be entitled to any compensations in the regard. Furthermore, if on account of non-renewal of the contract and/or termination of this contract the Agency must terminate its employees then it shall be responsibility of the Agency to pay the legal dues to his employees in the event of non-compliance of legal provisions for all the cost and consequences.

10.2 In case the Agency desires to terminate the contract within the continuance of contract period, Agency will be required to give three months prior notice to Yashada.

RISK PURCHASE

10.3 In case of failure of the satisfactory services YASHADA, shall have a right to appoint a new Agency and extra payment cost if any shall be recoverable from the original Agency based on risk and cost.

11. DISPUTE

11.1 Any dispute arising out of the terms and conditions of this contract or in the interpretation of any clause herein shall be settled by mutual discussion between the nominated authorities of
the Yashada and the authorized representative of the Agency. The Director General of YADHADA will be the final authority in resolving such disputes.

11.2 SETTLEMENT OF DISPUTES

All disputes or differences of any kind whatsoever that may arise between the YASHADA, and the Successful Bidder in connection with or arising out of the contract or subject matter thereof, whether during the progress of contract or after its completion shall be settled as under:

11.3 MUTUAL SETTLEMENT

All such disputes or differences shall in the first place be referred by the Bidder to the YASHADA in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

12. FORCE MAJEURE

When an extraordinary event or circumstance beyond the control of the parties such as a war, strike, riot, crime, or an event described by the legal term "act of God" (Such as flooding, earthquake, or volcanic eruption), prevents one or both parties from fulfilling their obligations under the contract. In such situations the decision of "Director General YASHADA“ will be a final decision & binding on both the parties.

As soon as the LoA is issued, the Agency shall submit the work schedule covering all treatments in all specified areas to the HoD Estate. Same shall be rechecked and revision if any, may be suggested and work shall be carried out by Agency, as per schedule finalized by Yashada.
ANNEXURE – 1

(To be scanned and uploaded in technical Envelope)
(Printed on letter head of Chartered Accountant)

Turnover Certificate

**Name of the Company/Firm/Agency:**

___________________________________________________________

**Address of the Company/Firm/Agency:**

___________________________________________________

This is to certify that I have verified the annual turnover of the Company/firm/Agency named above for business related to pest control treatment work and it is as mentioned below; and that it is correct.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Financial Year 2020-21 Rs. (both, in figures and words)</th>
<th>Financial Year 2021-22 Rs. (both, in figures and words)</th>
<th>Financial Year 2022-2023 Rs. (both, in figures and words)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Pest control treatment works.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Place: -

Date: -

Name, Address, Signature and Seal of the Chartered Accountant
ANNEXURE-2
(To be scanned and uploaded in technical Envelope)
(Printed on letterhead of firm/ company)
Self-Declaration regarding not being blacklisted.

I Shri / Smt. ------------------ Proprietor/Director/Authorized signatory of the Company/ firm/ Agency M/s.-----------------, hereby declare that I/we am/are not black-listed by any Central/State Government/Public Sector Undertaking or any other organization for pest control treatment work at Yashada in India or elsewhere.

We are not involved in any litigation that may have an impact on the execution of the contract or may compromise the delivery of service as required under this tender.

There is no judicial case pending in court of law against the firm.

(Signature of Authorized Person)

Place: ____________ Name
_________________________________

Date: ____________ Designation ______________________

Address: __________________

Seal _____________________________
SELF DECLARATION

Declaration as regards acceptance of terms and conditions of contract

1. I Shri. /Smt. ________________________________ Proprietor /Director /authorized signatory of the Company/Firm/Agency M/s ________________________________ am competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.

3. The information/documents furnished along with the tender are true and authentic to the best of my knowledge and belief. I/We, am/know furnishing of any false information / fabricated document would lead to rejection of my tender at any stage, besides the liabilities towards prosecution under appropriate law.

(Signature of Authorized Person)

Place: __________
Name ________________________________

Date: __________ Designation ________________________________

Address: __________________

Seal ________________________________
# ANNEXURE-4
(To be scanned and uploaded in technical Envelope)

## Personal & Bank Details for RTGS

All columns are mandatory.

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Personal Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>NAME OF THE COMPETENT PERSON &amp; AGENCY</td>
</tr>
<tr>
<td>2.</td>
<td>ADDRESS OF THE AGENCY</td>
</tr>
</tbody>
</table>
| 3.     | CONTACT DETAILS | 1) LANDLINE NO.:  
                              2) MOBILE NO.:  
                              3) e-mail ID: |
| 5.     | PAN NO.         |
| 6.     | GST NO. –       |

### Bank Details –

| 1.     | NAME OF THE AGENCY FOR RTGS |
| 2.     | NAME OF THE BANK |
| 3.     | CITY OF THE BANK |
| 4.     | ACCOUNT NO |
| 5.     | ACCOUNT TYPE |
| 6.     | BRANCH CODE |
| 7.     | ADDRESS OF THE BRANCH |
| 8.     | IFSC CODE |
| 9.     | MICR NO. |

(Signature of Authorized Person)

Place: __________  
Name __________________________

Date: __________  
Designation ______________________

Address: __________________

Seal ________________