



**YASHWANTRAO CHAVAN ACADEMY OF DEVELOPMENT  
ADMINISTRATION (YASHADA)**

RAJ BHAVAN COMPLEX, BANER ROAD  
PUNE 411007

फोननं. (020) 25608123/120/175 फॅक्सनं. (020) 25608100

# E-TENDER PAPERS

**E-Tender for providing Manpower Services to YASHADA, Pune  
by Manpower Service Provider Agency for the year 2018-2020**

1. Estimated Tender Cost	Rs. 7,00,00,000/-
2. Performance Security Deposit	@ of 5% of Tender Cost
3. Earnest Money Deposit (Refundable)	Rs. 7,00,000/-
4. Cost of Tender Form	Rs. 15,000/-
5. Date of Upload e-Tender Form	01.02.2018 to 20.02.2018
6. Pre-bid Meeting	07.02.2018 At 03.00 p.m.
7. Last Date of Submission of Tender	20.02.2018 Upto 3:00 p.m.
8. Date & Time of Opening of Tender	23.02.2018 at 3.00 p.m.

## **Brief Summary of Inquiry**

**Offer should be submitted in 2 envelope system :**

- Technical Bid – Envelope No. – 1
- Price Bid – Envelope No. – 2

Price Bid form is enclosed as Annexure -7

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**1. E-TENDER NOTICE**

Online e-tenders are invited for providing Manpower Services to the YASHADA, from Manpower Service Provider Agency in the form of e-tenders up to 3.00 pm on or before **20.02.2018**. Blank e-tenders can be downloaded from <https://mahatenders.gov.in> upto **20.02.2018**, 3.00 pm on payment of Rs. 15,000/- (Fifteen Thousand Only) as cost of tender form through online on respective e-tender portal.

e-tenders are invited from reputed, experienced and financially sound agencies and meeting given criteria to provide manpower services to Yashwantrao Chavan Academy of Development Administration (YASHADA), Pune under **Two Bid System** .

**Technical Bid** – Online **Envelope No. I** wherein the tenderer shall submit scanned copies of all required documents and upload them.

**Price Bid** - Online Envelope No. II - Price bid should be submitted in Envelope No II.

Any corrigendum(s), if required shall be communicated through the tender section on the website <https://mahatenders.gov.in>.

**Director General  
YASHADA, Pune**

## **BRIEF SUMMARY OF THE ENQUIRY**

- 1.1 Tenders are invited for providing man power services to YASHADA from Manpower service provider agency complying with all the terms conditions prescribed in tender document.
- 1.2 The tender document will be available on <https://mahatenders.gov.in> from **01.02.2018 to 20.02.2018** also view access only will be available on YASHADA website i.e. [www.yashada.org](http://www.yashada.org)
- 1.3 The tender fee amounting Rs. 15,000/- can be paid online on respective e-tender portal & the scan copy of the challan has to be attached as a part of technical bid.
- 1.4 Last date of receipt of tenders will be **20.02.2018 up to 3.00 PM** The tenders received thereafter will not be considered. The tenders received within specified time shall be **opened on 23.02.2018 at 3.00 PM.**
- 1.5 If any technical difficulties arise while filing up e-tender, please contact on toll free **No. 1800 3070 2232** at NIC.
- 1.6 The Tenders received by post /courier/by hand will not be accepted.
- 1.7 **Pre-bid tender meeting:-**

Pre-bid meeting will be held on 07.02.2018 at 03.00 p.m. at YASHADA, Pune. Interested bidders shall attend this meeting. Queries raised will be clarified in the meeting and minutes of pre-bid meeting will be uploaded on <https://mahatenders.gov.in> and YASHADA website [www.yashada.org](http://www.yashada.org). The minutes of pre-bid meeting will form as part of this tender. No query thereafter would be entertained.

# **TENDER FOR PROVIDING MANPOWER SERVICES TO YASHADA, PUNE**

## **2.1 SCOPE OF WORK**

- 2.1.1 The YASHADA requires the services from reputed, well established and financially sound Manpower Service Provider Company / Firm / Agency (hereinafter referred to as "Agency") to provide manpower services for YASHADA.
- 2.1.2 The YASHADA has initial requirement for manpower as detailed in Section 2.2 "REQUIREMENTS FOR MANPOWER TO BE DEPLOYED" which may increase or decrease depending upon the requirement during the contract period.
- 2.1.3** The contract will be initially for a period of two years; which may be extended for a further period of one year or thereafter depending upon the manpower requirement and administrative convenience of YASHADA. YASHADA, however, reserves the right to terminate / curtail the contract at any time after giving three month's notice to the qualified Agency owing to deficiency of services, sub-standard quality of manpower deployed or for breach of contract condition or non-availability of projects from funding agency, or any other reason deemed fit.

## **SOURCE OF FUNDS**

- 2.1.4 The expenditure on this contract will be met from the funds received from funding agencies for execution of various projects.

## **2.2. REQUIREMENTS FOR MANPOWER TO BE DEPLOYED**

The generic and specialised qualifications and work experience for personnel as required by YASHADA from time to time is given below. However, exact qualifications may also be prescribed while placing requirement of actual positions from time to time. The number of personnel required, at each level is also indicated below. This is the initial requirement; the number may vary as per exigencies.

A)

Position	Qualifications*	Tentative requirement of personnel
1	2	4
<b>Assistant Project Director</b>	<p><b>Qualification:</b> Master's degree with at least first class in any stream from recognised University. (Candidates having Ph.D. / M.Phil. or equivalent qualification may be preferred).</p> <p><b>Experience :</b> At least 8 years of overall experience, out of which at least 4 years in a reputed training or education or research institute.</p> <p><b>Other requirement :</b> Knowledge of computer is essential.</p> <p><b>Maximum age :</b> 65 years</p> <p>Note : Technical Manpower or some other positions equivalent may also be required in this cadre. Qualification and experience will be communicated as per requirement.</p>	12
<b>Project Officer</b>	<p><b>Qualification:</b> Master's degree with at least second class in any stream from recognised University.</p> <p><b>Experience :</b> At least 6 years of overall experience, out of which at least 3 years in a reputed training or education or research institute.</p> <p><b>Other requirement :</b> Knowledge of computer is essential.</p> <p><b>Maximum age :</b> 65 years</p> <p>Note : Technical Manpower or some other positions equivalent may also be required in this cadre. Qualification and experience will be communicated as per requirement.</p>	15
<b>Project Executive</b>	<p><b>Qualification:</b> Bachelor's degree with at least second class in any stream from recognised University. (Candidates having Master's degree or equivalent qualification may be preferred.)</p> <p><b>Experience :</b> At least 5 years of overall experience, out of which at least 2 years in a reputed training or education or research institute.</p> <p><b>Other requirement :</b> 1. Marathi typing 30 w.p.m. G.C.C.E. Certificate. 2. English typing 30 w.p.m. G.C.C.E. Certificate. 3.</p>	60

Position	Qualifications*	Tentative requirement of personnel
	<p>MS-CIT Course completion certificate.</p> <p><b>Maximum age</b> : 60 years</p> <p>Note : Technical Manpower or some other positions equivalent may also be required in this cadre. Qualification and experience will be communicated as per requirement.</p>	
<b>Project Assistant</b>	<p><b>Qualification:</b> Bachelor's degree with at least second class in any stream from recognised University.</p> <p><b>Experience</b> : At least 3 years overall experience, out of which at least 2 years in a reputed training or education or research institute.</p> <p><b>Other requirement</b> : 1. Knowledge of Marathi or English typing on computer is essential. 2. MS-CIT Course completion certificate.</p> <p><b>Maximum age</b> : 55 years</p> <p><b>Note</b> : Technical Manpower or some other positions equivalent may also be required in this cadre. Qualification and experience will be communicated as per requirement.</p>	12

B)

Technical Manpower	Qualification of Skilled, Semi-Skilled and Unskilled manpower as per requirement	As and when required
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\* 1. The educational qualifications can be relaxed with approval of The Director General, YASHADA in case the candidate is well experienced.

2. The educational qualifications will not be applicable in case of retired officials.

3. The manpower may be required for above positions. However, in some cases qualifications, experiences, and skills may differ and will be communicated from time to time.

4. The manpower requirement may be increased or decreased as per administrative requirement.

5. The qualifications and experience of manpower required for research wing may also be communicated separately from time to time.

## 2.3. SCHEDULE OF QUANTITIES

### A)

Sr. No.	Position	Proposed Consolidated Pay in Rs. (P.M.)**	Approximately no. of persons to be deployed
01	02	03	04
1	Assistant Project Director	43000	12
2	Project Officer	28000	15
3	Project Executive	23000	60
4	Project Assistant	20000	12

### B)

Sr. No.	Position	Proposed Consolidated Pay	No. of persons to be deployed
01	02	03	04
5	Technical Manpower Skilled/ Semi Skilled /Unskilled as per requirement	As per Government norms	As and when required

- 2.3.1.\*\*Details of consolidated pay, statutory deductions and take home consolidated pay of above manpower are given in **Schedule-1**. Any other expenses on account of statutory compliances are to be borne by the bidder.
- 2.3.2. Rates mentioned in column no. 3 above are inclusive of all taxes and statutory deductions on part of employee. The employee and employer deduction will be as shown in **Schedule – 1**.
- 2.3.3. The successful bidder shall also pay TA/DA claims of the deployed manpower/personnel at the rates mentioned in **Schedule – 2**, which shall be reimbursed to the Agency by YASHADA.
- 2.3.4. The bidder is required to offer the Administrative Charges for providing above manpower considering **Schedule 1 and 2**.
- 2.3.5 The numbers shown in Column 4 of Table A are tentative in nature. The number of positions may vary and will be deployed as per requirement from time to time.

### **3 GENERAL INSTRUCTIONS**

- 3.1 The Earnest Money Deposit (EMD) of Rs. 7,00,000/- (Rupees Seven Lakhs only) refundable without interest should be submitted by online and scanned copy of Challan should be uploaded with Technical Bid. Failing which the tender shall be rejected summarily.
- 3.2 The successful bidder will have to deposit Performance Security Deposit of 5% of accepted tender cost, in the form of Demand draft OR Bank guarantee issued by a nationalized Bank in favour of Director General, YASHADA, Pune.
- 3.3 Conditional bids shall not be considered and will be rejected outright in very first instance.
- 3.4 All original documents may be scanned and uploaded in Technical Bid should be valid, authentic, clear and legible.
- 3.5 It is to be ensured that the complete information as required by this office may be furnished by the bidders in the prescribed format. Formats submitted with incomplete information and not conforming to the requirements are liable to be rejected.
- 3.6 The technical bid shall be opened on the scheduled date and time (at 03:00 p.m. on 23.02.2018) at YASHADA in the presence of the representatives of the Agency, if any, who wish to be present at the time of opening the tender.
- 3.7 The Financial Bids of only the technically qualified bidders will be opened at later stage. The scheduled time and venue etc. will be communicated at appropriate time.
- 3.8 The YASHADA reserves the right to reject or cancel any or all tenders at any stage without assigning any reason.
- 3.9 Unfair practices on the part of the bidders at any stage and in any way would be viewed seriously and involved Agency would be blacklisted.
- 3.10 The bidders whose services were found unsatisfactory and were prematurely terminated during the past in YASHADA will not be eligible to participate in the bid.



#### **4. TECHNICAL QUALIFICATION CRITERIA – TECHNICAL BID (ENVELOPE NO. 1)**

The Agency must fulfil the following technical specifications in order to be eligible for technical evaluation of the bid. The Agency is required to scan originals of the following documents and upload it in the Technical Bid (Envelope No. 1), failing which bid shall be summarily / outrightly rejected and will not be considered any further.

**The online envelope clearly marked as “Technical bid (Envelope No.1)” is required to contain the scanned copies of originals of the following documents.**

- 4.1 Proof regarding submission of tender fee and EMD online i.e. Challan copy needs to be uploaded.
- 4.2 The Company / Firm / Agency having registration Certificate under Companies Act, or Partnership firm registered under Indian Partnership Act or Proprietary concern and should be in existence since the last three financial years. Submit relevant documents.
- 4.3 Registration Certificate under Contract Labour (Regulation & Abolition) Act, 1972.
- 4.4 Latest License under Shop and Establishment Act.
- 4.5 The Company / Firm / Agency registration certificate under Goods and Service Act (GST) for providing manpower services.
- 4.6 The Company / Firm / Agency registration certificate under Employees Provident Fund.
- 4.7 The Company / Firm / Agency registration certificate under Employee State Insurance Act .
- 4.8 The Company / Firm / Agency PAN Card / TAN / TIN number.
- 4.9 Copy of Profession Tax Registration Certificate.
- 4.10 The Company /Firm /Agency should provide a duly signed self-declaration indicating that they have not been blacklisted by any Ministry /Department / Organization of the Central Government / State Government or any Public Sector

Undertaking and there is no litigation with any organisation on account of similar services as per **Annexure -4**.

- 4.11 Company/ Firm / Agency should submit self-declaration that there is no case pending with the police/ court of law against the company/ firm / Agency.
- 4.12 At least three years' experience certificate of deployment of a minimum of 100 personnel of similar type of manpower mentioned in section 2.2 (requirement for manpower to be deployed) in the Departments of Government of India/ Central Public Sector Undertakings/ Nationalized Banks /State Government Departments/ Autonomous Bodies/ International / Multilateral/ United Nations Agencies etc. The copy of experience certificate issued by the respective offices should be submitted along with proforma containing details of similar type of manpower service contract as per **Annexure -1**.
- 4.13 The turnover certificate from CA (Chartered Accountant) for the last three financial years (2014-15, 2015-16 & 2016-17) showing minimum turnover not less than Rupees seven crores every year in respect of manpower supply work as per **Annexure 3**. Copy of audited Balance Sheet will not be considered.
- 4.14 Duly signed declaration as regards acceptance of terms and conditions on Company/ Firm / Agency letter head, as per **Annexure -3** should be submitted.
- 4.15 Income Tax Return for the last three financial years (2014-15, 2015-16, 2016-17 ) should be submitted.
- 4.16 List of clients.
- 4.17 Personal and bank details of the Company / Firm / Agency for RTGS purpose as per **Annexure 1-A**.

5. Price Bid (Envelope No. II) – **(Annexure-7)**  
The bidder should quote his offer through Envelope No. II. The bidder should not quote his offer anywhere directly or indirectly. Conditional bid will not be accepted.
6. Criteria for L1 (lowest rate)  
The Agency shall be awarded contract on the basis of the lowest rate of the Administrative Charges as quoted by the bidder in price bid (As per Envelope II). (Annexure-7)

## **7. TERMS AND CONDITIONS**

### **7.1. General**

- 7.1.1 The Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.
- 7.1.2 YASHADA, at present, has requirement of manpower as described in detail in Section 2.2 for various projects being undertaken by YASHADA. The nature of required outsourced employment is short-lived and hence the requirement of manpower by YASHADA is only indicative and may further increase or decrease during the period of contract depending upon the continuance of projects and exigency of work. These short-lived positions are not part of YASHADA establishment; this will be made clear to manpower deployed in YASHADA in clear terms and in writing. Placement to manpower would be given by selected Agency for one year, or for such other term less than that depending on requirement; and which can be extended from time to time as per requirement. YASHADA reserves right to repatriate services of the manpower deployed, at any point of time, if his/her services are not found satisfactory.
- 7.1.3 The Agency will have to provide the required manpower for a shorter period also, in case of any exigencies as per the requirement of various projects of YASHADA.

- 7.1.4 The required deployed manpower shall ordinarily be placed in YASHADA, Pune, however depending upon the need of the projects Agency will have to provide manpower for working anywhere in Maharashtra/India.
- 7.1.5 The bidder will be bound by the details furnished by him / her to the YASHADA while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
- 7.1.6 Agency shall not have a conflict of interest. The Agency found to have a conflict of interest in this tender process shall be disqualified. Agency shall be considered to have a conflict of interest, if:
- (a) Submit more than one tender for the work.
  - (b) If bidders, in two different tenders have controlling shareholders in common.
- 7.1.7 Bidders are hereby cautioned that tenders containing any material deviation or reservations shall be considered as non-responsive and liable to be rejected.
- 7.1.8 It must be understood and agreed that all factors have properly been investigated and considered while submitting the Bid. Lack of understanding of local conditions and laws/regulations outlined above and specified elsewhere in the specification, will not be entertained as a reason for any adjustment of price / or for extension of time of completion of the Works under this Contract.

## **7.2 Liabilities, Control, etc. on the manpower deployed**

- 7.2.1 The Agency shall ensure that the individual manpower is deployed in YASHADA or anywhere in Maharashtra/ India for YASHADA projects. The Agency shall ensure that the manpower deployed conforms to technical specifications, educational and skill qualifications, job requirements prescribed in this Tender Document, or as communicated from time to time.

- 7.2.2 The Agency shall be responsible for any act of indiscipline on the part of manpower/ persons deployed by them.
- 7.2.3 The Agency shall be responsible for proper conduct of their manpower/ personnel deployed in YASHADA office premises or anywhere else. In case of any damage/ loss/theft etc. to the property of YASHADA which is caused by the personnel deployed by the agency, the agency will be liable to compensate such loss on the basis of the value of the property as determined by YASHADA ; and the same could be recovered from the performance guarantee/ monthly payments due to the Agency.
- 7.2.4 The agency shall provide the required number of manpower/ personnel within a period of one month from the date of the contract, and thereafter within one month of demand from time to time, and failure to comply with the same or found deficient in service shall invite penalty of Rs. 500/- per day/per manpower and /or forfeiture of the security deposit and legal proceeding for the omission/deficiencies in service. If the incidence of penalty occurs more than five times, then the process of higher penalty and / or termination, as per clause No.2.1.3 may be initiated.
- 7.2.5 The agency shall replace within one month any of its manpower/personnel who is found unacceptable to the YASHADA because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from the YASHADA.
- 7.2.6 The manpower/personnel deployed for YASHADA shall not be changed by the agency in any circumstances without prior permission of YASHADA.
- 7.2.7 The manpower/personnel deployed by the Agency for YASHADA shall not claim nor shall be entitled to any pay, perks and other facilities admissible to regular/confirmed employees of YASHADA during the currency or after expiry of the contract.
- 7.2.8 In case of termination of this contract on its expiry or otherwise, the persons deployed by the agency shall not be entitled to and will have no right to claim for any absorption in the regular/otherwise capacity in the YASHADA.

- 7.2.9 The agency shall provide a substitute well in advance if there is any probability of the manpower/personnel leaving the job due to his/her own personal reasons or if there is a long leave required. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
- 7.2.10 All Services shall be performed by persons qualified and skilled in performing such services.
- 7.2.11 The Agency must train manpower/personnel to be deployed in mannerism / behaviour. The Agency's personnel working should be polite, cordial, positive and efficient, while handling the assigned work and their actions and they should promote goodwill and enhance the image of the YASHADA. In case, the person employed by the successful Agency commits any act of omission/commission that amounts to misconduct/ indiscipline/ incompetence, the successful Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, and / or such action as directed by YASHADA.
- 7.2.12 The Agency's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters as all are of confidential/secret nature that can attract legal action.
- 7.2.13 The Agency shall ensure proper dress code and decency in the persons deployed, conduct in office premises and enforce prohibition of consumption of alcoholic drinks, pan, smoking, loitering without work.
- 7.2.14 The Agency shall set up office at YASHADA and nominate one HR Coordinator who would be constantly in YASHADA premises and shall be responsible for immediate interaction with the YASHADA so that optimal services of the persons deployed by the agency could be availed without any disruption. The Agency shall be available at all times and message sent by email/Fax/SMS/Special Messenger from YASHADA to the Service Provider shall be acknowledged immediately on receipt on the same day.
- 7.2.15 The Agency shall ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Agency shall withdraw

such manpower who are found medically unfit immediately on receipt of such a request.

7.2.16 The Agency shall provide Photo Identity Cards to the deployed manpower. These identity cards must be constantly displayed while on work.

7.2.17 YASHADA follows Government of Maharashtra office days and holidays (i.e. Monday to Saturday except second and fourth Saturday) in a week from morning 9:30 hrs to afternoon 17:15 hrs with a lunch break of ½ hour from 13:00 hrs to 13:30 hrs. Besides this, the YASHADA also observes the holidays notified by the Government of Maharashtra from time to time. The personnel, however, may have to attend the office on holidays, for which they will be allowed compensatory off on any working day subject to maximum limit of one compensatory off per month with prior sanction of concerned Head of office. The maximum limit of accumulation of compensatory off is two at a time. There will be no over time. The manpower deployed in YASHADA shall be entitled to one casual leave per month and fourteen days earned leave during a year proportionately.

7.2.18 The deployed manpower shall have to be punctual in attendance and follow all rules and regulations. He has to record attendance on every entry in and exit from YASHADA premises on biometric attendance machine. Agency shall maintain computerised attendance registers for manpower placed for YASHADA. The Agency should provide biometric attendance machine having facility of face identification as well as thumb impression on its own cost.

7.2.19 The Agency shall furnish the following documents in respect of the manpower/personnel to be deployed in YASHADA before the commencement of work; and from time to time.

(a) List of manpower/personnel shortlisted by Service Provider Agency for deployment containing full details;

(b) Detailed bio-data of manpower/personnel to be deployed in YASHADA in **Annexure 5**.

(c) Certificate of verification of antecedents of persons by local police authority.

7.2.20 The Service provider Agency should arrange for interviews for shortlisting personnel for providing necessary manpower/personnel. The representative of YASHADA will be present as an observer while shortlisting the personnel. The service provider Agency shall furnish such short list along with bio-data & photograph of the personnel to be deployed. The deployment will be done from out of this short list as per requirement of YASHADA.

7.2.21 The Agency shall maintain a computerised daily attendance register including the number and names of the manpower engaged in YASHADA office for works as per scope of the contract. Also Agency shall maintain a complaint book, which should be made available as and when required.

7.2.22 The Agency shall be responsible for all injuries and accidents to manpower deployed by him. The manpower shall be insured against personal accidents arising out of and during the course of their duties. In the event of injury, illness or accidents to any manpower, YASHADA will not be liable to pay any compensation. The insurance cover shall include the liability under the Workmen's Compensation Act which will be the responsibility of Agency.

7.2.23 The Service Provider shall be held responsible for any loss/damage to the equipment and instruments of the YASHADA provided to the manpower deployed by the Service Provider due to the negligence or wilful damage as assessed by the YASHADA and recovery of such loss/damage will be recovered from the Agency.

### **7.3 Legal Compliances**

7.3.1 The Agency shall comply with all acts, laws or other statutory rules, regulations, bylaws applicable or which might become applicable with regard to the performance of the work included herein or touching this contract but not, limited to Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition Act), Industrial Disputes Act, 1947, Workers Compensation Act, 1954, P.F. and Misc. Provision Act and other applicable Acts, Rules and Regulations etc. The Agency shall keep YASHADA and its officials indemnified from and against all actions, claims, demands and liabilities whatsoever under and in respect of the



breach of the provision of any Acts, Rules and Regulations as may be applicable from time to time.

- 7.3.2 The Agency will be responsible for compliance and strict adherence of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it at and for YASHADA.
- 7.3.3 The Agency should make adequate enquiries about the character and antecedents of the manpower/personnel whom they are short listing. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment. The agency should collect proofs of identity like AADHAR No., driving license, bank account details, previous work experience, proof of residence, recent photograph, copy of application for police verification, and a certification to this effect will be submitted to YASHADA. The Agency should submit the relevant documents for verification to the police authorities within one month of the deployment of manpower and ensure to submit police verification report within 3 months after deployment of manpower.
- 7.3.4 The Agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to YASHADA to concerned tax collection authorities from time to time as per rules and regulations on the matter. In case, the Agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the YASHADA is put to any loss/obligation, monetary or otherwise, the YASHADA will deduct the same from the monthly bills and or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
- 7.3.5 The Agency shall maintain all Statutory Registers under the Law. The agency shall produce the same, on demand, to the concerned authority of the YASHADA or any concerned authority under the law.
- 7.3.6 The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by YASHADA.
- 7.3.7 The Agency will accept full and exclusive liability for all the payments to be made by it to its staff in accordance with the laws of the land including any statutory obligations under the law imposed by the Central Government / State Government / Any other statutory bodies. Any new statutory liability / levy

imposed after the commencement of contract will be borne / compensated by the Agency.

- 7.3.8 The Agreement shall be terminated in the event of non-performance, deviation any of the terms and conditions of contract, non-payment of remuneration of deployed manpower and non-payment of statutory dues. YASHADA will have no liability towards non-payment of remuneration to the persons employed by the Agency and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the YASHADA by the manpower deployed, the same shall be recovered from the unpaid bills or adjustment from the Security Deposited by the concerned Agency with YASHADA.
- 7.3.9 The Agency shall be solely responsible for the redressal of grievances or resolution of disputes relating to manpower deployed. YASHADA shall, in no way, be responsible for settlement of such issues whatsoever.
- 7.3.10 For all intents and purposes, the Agency shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The manpower deployed by the Agency shall not have any claim whatsoever like employer and employee relationship with or against the YASHADA.
- 7.3.11 Each Bidder unconditionally agrees understands and accepts that the YASHADA reserves the right to accept or reject any or all Bids without giving any reason. Neither the YASHADA nor its employees or advisers shall entertain any claim of any nature, whatsoever, including without limitation, any claim seeking expenses in relation to the preparation of Bids.

## **7.5 Financial**

- 7.4.1 The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable, of Rs. 7,00,000/- (Rupees Seven Lakhs only) should be submitted online and scanned copy of Challan should be uploaded with Technical Bid, failing which the tender shall be rejected outright.
- 7.4.2 The EMD in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest within 30 days of opening of the tender.
- 7.4.3 The successful Agency will be required to execute an agreement with YASHADA as per "**Schedule-3**" within the period specified in the award letter. This agreement will have to be executed on stamp paper as per government norms. The cost of stamp duty and registration charges is to be borne by the Agency.

The agreement will have to be registered with concerned government authority. In case the successful agency fails to enter into the agreement with YASHADA within the specified date mentioned in the award letter, the EMD deposited by such Agency shall stand forfeited without giving any further notice.

- a) Within 15 (fifteen) days after receipt of award letter, the successful Agency shall deposit *Security Deposit @ 5%* of Tender cost in the form of Demand draft OR Bank guarantee issued by a nationalized bank. The security deposit shall be refunded only after satisfactory execution and completion of the contract.
- b) No interest will be paid on security deposit amount.
- c) On request of the successful Bidder, the Earnest Money Deposit (EMD) can be adjusted in the Security Deposit

7.4.4 The entire financial liability in respect of manpower/personnel services deployed in YASHADA shall be that of the Agency and YASHADA will in no way be liable. It will be the responsibility of the Agency to pay to the person deployed a sum not less than the rates prescribed in **Schedule 1** directly by NEFT to their accounts. The Agency shall provide bank accounts details to YASHADA.

7.4.5 In case of breach of any terms and conditions of this agreement, the Security Deposit of the Agency shall be liable to be forfeited besides termination of the Agreement, and/ or blacklisting of the agency.

7.4.6 The Director General, YASHADA reserves the right to withdraw/modify any of the terms and conditions mentioned above so as to overcome the problems/matters encountered at a later stage.

7.4.7 The consolidated wages/pay payable shall be as per the rate prescribed by YASHADA in **Schedule-1** and as may be prescribed from time to time which will be paid to agency by YASHADA.

7.4.8 Agency shall also pay TA/DA for any travelling or outstation stay of the deployed manpower as may be required and approved by appropriate authority/Heads of Departments of YASHADA, at the rates prescribed in **Schedule-2**, which will be paid to agency by YASHADA.

7.4.9 Agency will have to pay consolidated wages and TA/DA only at the rates as prescribed in **Schedule-1 & Schedule-2** accordingly and under any circumstances no deviation or deduction shall be allowed or accepted.

- 7.4.10 Agency shall take into account all above issues and also all legal compliances and then provide quote (offer) of Administrative Charges per person per month to be deployed.
- 7.4.11 The administrative charges shall be payable to the Agency after submission of proof of payment of wages/TA/DA paid to the staff engaged subject to deduction of TDS.
- 7.4.12 The agency shall be liable for all kinds of dues payable in respect of the personnel provided under the contract and the YASHADA shall not be liable for any dues for availing the services of the personnel.
- 7.4.13 The Agency shall make regular and full payment of the amounts due to the deployed manpower/personnel, as per existing rules and regulations and furnish necessary proofs whenever required by YASHADA.
- 7.4.14 The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Department or Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Department or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

## **7.5. Terms of payment**

- 7.5.1 The Agency shall submit the monthly bill every month in triplicate enclosing the certificates as mentioned in succeeding paras which shall be got duly certified by the officer in-charge and the same shall be paid in a period of seven working days if it is duly complied, after making recovery if any. The payment will be made on pro-rata basis whatever the amount comes to after necessary deduction in terms of non-permissible absence of the manpower.
- 7.5.2 The Agency shall make regular and full payment of wages and other payments as due to its personnel deputed under service contract and furnish necessary proof whenever required. The payment of manpower by the Agency would be made on or before 7th of every month. In case 7th day being a holiday wages should be paid on the next working day of the month.

- 7.5.3 The Agency will ensure the remittance of the wages to the manpower deployed by them in YASHADA through Bank Account and a proof thereof will be furnished to YASHADA every month along with the bills.
- 7.5.4 Proof of Challan / Receipt deposited with the Regional Provident Fund Commissioner and ESI Office for the payment made towards applicable provident fund, ESIC for the previous month shall be submitted while claiming the bill for the current month. In the absence of the proof, the bill will not be processed and paid.
- 7.5.5 Proof of Goods and Service Tax deposited with the concerned authority shall be submitted with the bill by agency which will be reimbursed to agency by YASHADA in the regular bills.
- 7.5.6 In case YASHADA receives any complaints regarding non-payment of wages to the manpower deployed in YASHADA, the amount payable to the deployed manpower will be recovered from the bills of Agency and will be paid to such manpower.
- 7.5.7 However, payments in respect of PF, ESI etc. or any such other statutory requirements to the successful agency shall be paid subject to furnishing of proof of such payments made to the concerned authorities indicating the PF No., ESI No. etc. of the deployed manpower every month without fail and before submitting bills for the subsequent months. The bills should be submitted for reimbursement of the actual amount to the service rendered by the agency.
- 7.5.8 The first consolidated pay of the deployed manpower/personnel will be released only after submission of documents for police verification to the police authorities. The Agency has to submit police verification report within three months of deployment of the person, failing which bills of the Agency will not be processed and paid.

## 7.6 **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:

## **7.7 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.

## **7.8 Arbitration**

It is a term of this contract that Arbitration to resolve disputes shall not be commenced unless an attempt has first been made by the parties to settle such disputes through mutual settlement.

If the Bidder is not satisfied with the mutual settlement on any matter in question, disputes or differences, the Bidder may refer to the Director General in writing to settle such disputes or differences through Arbitration, provided that the demand for Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s), or difference(s) in respect of which the demand has been made, together with counter claims of the YASHADA shall be referred to Arbitrator and other matters shall not be included in the reference.

The Director General, YASHADA may at his/her option may appoint another person as an Arbitrator. In case, Director General, YASHADA decides to appoint an Arbitrator, then a panel of at least three names will be sent to the Bidder. Such persons may be working / retired senior officers of the Government of Maharashtra who had not been connected with the work. The Bidder shall suggest minimum two names out of this panel for appointment of Arbitrator. Director General, YASHADA will appoint any one as an Arbitrator out of the names agreed by the Bidder.

The Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.

The arbitration proceedings shall be held at a place decided by the Arbitrator.

The fees and other charges of the Arbitrator shall be as per the scales fixed by the YASHADA and shall be shared equally between the YASHADA and the Bidder.

**7.9 Settlement through Court**

It is a term of this contract that the Bidder shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through Arbitration.

**7.10 Jurisdiction of Courts**

Jurisdiction of courts for dispute resolution shall be PUNE only.

# Annexure-1

(To be scanned and uploaded in technical Envelope)

Proforma containing details of similar manpower service contract

Sr. No.	Name & address of the organization with contact nos.	No. of personnel Supplied	Level, type and salary	Period of contract	Whether Govt/ Semi Govt/ Private sectors/Autonomous bodies	Cost of contract Rs.(in lakhs)	Status whether completed/ ongoing
1	2	3	4	5	6	7	8

Place: \_\_\_\_\_

Date : \_\_\_\_\_

(Signature of Authorized Person)

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address: \_\_\_\_\_

Seal \_\_\_\_\_



# Annexure-1-A

(To be scanned and uploaded in technical Envelope)

## Personal & Bank Details for RTGS

All columns are mandatory

Sr .No.	Personal Detail	
1.	NAME OF THE COMPITANT PERSON & AGENCY	
2.	ADDRESS OF THE AGENCY	
3.	CONTACT DETAILS	1) LANDLINE NO. : 2) MOBAIL NO.: 3) e-mail ID :
5.	PAN NO.	
6.	<b>GST NO. –</b>	
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.	

Place: \_\_\_\_\_  
Date : \_\_\_\_\_

**(Signature of Authorized Person)**  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address: \_\_\_\_\_  
Seal \_\_\_\_\_

## Annexure – 2

(To be scanned and uploaded in technical Envelope)

(Printed on letter head)

### 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 supply of manpower services, and it is as mentioned below; and that it is correct.

Sr. No.	Description	2014-15 Rs. (both, in figures and words )	2015-16 Rs. . (both, in figures and words )	2016-17 Rs. . (both, in figures and words )
1.	Annual Turnover in respect of supply of manpower services			

Place :-

Name, Address, Signature and Seal of the Chartered Accountant

Date :-

# Annexure-3

(To be scanned and uploaded in technical Envelope)

(Printed on letterhead)

## SELF DECLARATION

### 6.1. 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 / are well aware of the fact that 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.

Place: \_\_\_\_\_  
Date : \_\_\_\_\_

**(Signature of Authorized Person)**  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address: \_\_\_\_\_  
Seal \_\_\_\_\_

## **Annexure-4**

(To be scanned and uploaded in technical Envelope)

(Printed on letterhead)

### **Self-Declaration regarding not being blacklisted**

I Shri / Smt. ----- Proprietor/Director/Authorised signatory of the Company/ firm/ Agency M/s.-----, hereby declare that we are not black-listed by any Central/State Government/Public Sector Undertaking or any other organisation for providing manpower services in India or elsewhere.

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

Place: \_\_\_\_\_  
Date : \_\_\_\_\_

**(Signature of Authorized Person)**  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address: \_\_\_\_\_  
Seal \_\_\_\_\_

## Annexure – 5

### Detailed Biodata of manpower

<b>Biodata</b>										Recent Photo	
<b>Name of the Post</b>											
Surname											
Name											
Middle name											
Male <input type="checkbox"/>		Female <input type="checkbox"/>		Marital Status : Married <input type="checkbox"/>		Unmarried <input type="checkbox"/>					
Address for communication :-					Permanent address :-						
Mobile No					Landline No.						
E-mail Address :											
Date of Birth						Age		Years		Months	
Religion :				Caste :				Category :			
Qualification * (Start from higher qualification)											
Sr. No.	Name of Degree / Diploma					Year of Passing		Percentage / Grade			
Experience * (Start from office where you are working presently, if not working presently mentioned where you were last working)											
Sr. No.	Post Held				Organization		Length of Service				
							Years		Months		
Computer/Technical/Typing Knowledge											
Sr. No.	Name of Degree / Diploma					University/ institution		Percentage / Grade			

- Please write on separate paper, if the space is short.
- Give details of Research Projects, Publication with Peer Review Journals
- Please attach all attested xerox copies of qualifications, experiences, Computer/Technical/Typing Knowledge certificates, caste certificate along with this bio-data.
- Please attach all attested xerox copies of proof of identity like Driving license, Aadhar No., Proof of Residence.

(Signature of person for deployment)

(Signature of the Authorised Person of Agency)

## Annexure – 6

### DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER

1. Agreement on stamp paper of appropriate denomination as per Schedule 3.
2. Detailed bio-data of manpower to be deployed in YASHADA in **Annexure 5**.
3. Letter indicating the name, designation and telephone number of the HR coordinator and supervisors nominated by the agency.
4. Police verification proof of each manpower to be deployed in YASHADA.
5. Performance Security Deposit of @ of 5 % of Tender Cost.
6. Any other document considered relevant, as required by YASHADA.

## ANNEXURE-7

### Price Bid (Envelope No. II)

The Agency is required to quote the consolidated Administrative Charges in Rupees in column No. 3 only.

Sr. No.	Position	Administrative Charges in Rs. (In figures) (per person per month)
1	2	3
1.	Assistant Project Director	
2.	Project Officer	
3.	Project Executive	
4.	Project Assistant	
5.	Technical Manpower (Skilled/semi skilled/unskilled)	
	<b>Administrative Charges in Rupees ( In words) (per person per month.)</b>	

- Note :-
1. G.S.T. or any other taxes will be paid as per actual.
  2. The bidder has to quote the consolidated Administrative Charges only in column number 3, in Rupees per person per month, both in figures and in words.
  3. The bidder shall be awarded contract on the basis of the lowest rate of Administrative Charges quoted by the bidder in this price bid

(Signature of Authorized Person)

Place: \_\_\_\_\_

Name \_\_\_\_\_

Date : \_\_\_\_\_

Designation \_\_\_\_\_

Address: \_\_\_\_\_

Seal \_\_\_\_\_

**SCHEDULE -1****Detailed pay structure for DEPLOYED manpower/personnel****Part – A - Take Home Pay**

Sr. No.	Details	Assistant Project Director	Project Officer	Project Executive	Project Assistant
CONSOLIDATED PAY PER MONTH PER PERSON					
1	Consolidated Pay	43000	28000	23000	21100
	Total - A Rs.	43000	28000	23000	21100
DEDUCTION TOWARD EMPLOYEE'S CONTRIBUTION (TO BE DEDUCTED BY AGENCY)					
2	EPF 12%	1800	1800	1800	1800
	ESI 1.75%	0	0	0	0
	Profession Tax	200	200	200	200
	Total Deduction Rs.	2000	2000	2000	2000
3	Take Home Consolidated Pay Rs.	41000	26000	21000	19100

**Part – B – Amount to be paid to agency by YASHADA (Employer's Share )**

Sr. No.	Details	Assistant Project Director	Project Officer	Project Executive	Project Assistant
	Consolidated Pay	43000	28000	23000	21100
4	EPF 13.61%	2004	2004	2004	2004
	ESI 4.75%	0	0	0	0
	Total - B	2004	2004	2004	2004
	Total A + B	45004	30004	25004	23104

Note :- 1. Statutory charges like E.P.F. etc. i.e. employee's contribution, wherever applicable, will be inclusive in the consolidated pay mentioned above in Part "A".



## SCHEDULE -2

### Daily allowance for touring for deployed manpower /personnel

#### 1) Rates for staying in hotel where government accommodation not available

Consolidated Pay (in Rs.)	Delhi, Mumbai, Madras & Kolkata (in Rs.)	Municipal Corporation Areas excluding Mumbai (in Rs.)	Other places excluding those mentioned in column 2 & 3 (in Rs.)
01	02	03	04
Above Rs. 21100 and less than Rs 43000 (=21100 to 43000)	1000	600	400

#### 2) Rates of Daily Allowance

Consolidated Pay (in Rs.)	Delhi, Mumbai, Madras & Kolkata (in Rs.)	Municipal Corporation Areas excluding Mumbai (in Rs.)	Other places excluding those mentioned in column 2 & 3 (in Rs.)
01	02	03	04
Above Rs. 21100 and less than Rs 43000 (=21100 to 43000)	210	130	110

### SCHEDULE -3

#### 7. MODEL AGREEMENT

[To be furnished by Agency on stamp paper of adequate value] (The cost of Stamp duty and registration will be born by the successful bidder)

This Contract Agreement (hereinafter referred to as “**Contract Agreement**”) is made and entered into this \_\_\_ day of \_\_\_\_ month of 2018 by and between:

1. **Yashwantrao Chavan Academy of Development Administration (YASHADA)** is the apex training institute of the Government of Maharashtra, and meets the training and research needs of government departments and rural and urban non-officials and other stakeholders. YASHADA is constituted as a society under the Societies Registrations Act, 1860, to serve as the apex body for promoting and developing modern management practices and to function as the nodal state level training institute in the field of development administration.

AND

2. ...., an Agency incorporated under the laws of \_\_\_\_\_ and having its registered office at \_\_\_\_\_ (hereinafter referred to as “**Agency**”, which expression shall include its successors and permitted assigns).

Each of the entities named above shall individually be referred to as “**Party**” and collectively as “**Parties**” at appropriate places.

#### WHEREAS:

A. YASHADA desires to require the services of reputed, well established and financially sound Company / Firm / Agency (hereinafter referred to as “**Agency**”) to provide manpower services for YASHADA as specified in the Tender Document no. ----- dated -----; and

B. The Agency is engaged in the business of providing manpower services to facilitate Yashwantrao Chavan Academy of Development Administration (YASHADA). The Agency had participated in the above referred Bidding vide their Bid No..... dated ..... including its amendments, if any and YASHADA after examining the said Bid accepted their aforesaid Bid and awarded the Contract to the Agency vide [Work Order / Letter of Award]

No..... dated ..... on terms and conditions more specifically contained in the Tender Documents referred to therein which have been unequivocally accepted by the Agency.

C. The Agency represents that it has adequate resources that can perform satisfactorily and fully trained personnel capable of efficiently operating; and is ready, willing and able to Provide Manpower Services to Yashwantrao Chavan Academy of Development Administration (YASHADA) and as part of the scope and as defined below.

D. The Agency has familiarized itself with the working environment and site conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter provided, the Parties hereby agree as follows:

1. The Agency agrees to provide Manpower Services and personnel required to perform manpower services (fit for purpose to carry out the Scope of Work defined and described in the Tender Document) in accordance with the terms and conditions of the tender and this Contract and, in consideration of its due performance and completion of all service to the satisfaction of YASHADA; and YASHADA agrees to pay the Agency in accordance with the terms and conditions contained in the documents.

## **2. Contract Documents**

2.1 The following documents, together with their respective attachments, annexures and schedules, shall be deemed to form and read and construed as an integral part of this Contract ("**Contract Documents**"), and the term "**Contract**" shall be construed to include this Contract Agreement together with the following Contract Documents:

- (a) This Contract Agreement;
- (b) The detailed Work Order / Letter of Award dated ---- issued by YASHADA;
- (c) Entire Original Tender Document issued by YASHADA dated -----, including Tender Notice, Scope of Work, Requirements for the manpower to be deployed, Schedule of Quantities, General Instructions, Technical qualification criteria, Terms and Conditions, Envelope I – Technical Bid, Envelope II – Price Bid (Commercial), Annexures, Declarations, documents submitted and Schedules 1, 2 to 3 together with all addenda and amendments to the original Tender Document issued, if any.
- (d) Letter of acceptance of Agency's Bid;

(e) All correspondence exchanged between YASHADA and the Agency in relation to the Tender Documents and the Contract.

(f) *[Any other documents to be added here.]*

1.2 In the event of any ambiguity or discrepancy or conflict between the Contract Documents, the order of priority shall be the order in which the Contract Documents are listed in Clause 2.1 above.

1.3 The Agency shall, perform the Services so as to achieve completion of the whole of the Providing Manpower Services in accordance with the terms and conditions of the Contract to fulfill the requirements of YASHADA.

In WITNESS WHEREOF, the Parties hereunder have caused this Contract to be executed in duplicate, originals in their respective Corporate names by their respective officers thereunto duly authorized as of the date and year stated above.

Executed for and on behalf of  
**YASHADA, Pune**

Executed for and on behalf of  
..... **Ltd.**

(\_\_\_\_\_)

(\_\_\_\_\_)

Date: .....

Date: .....

Witness: Witness:

1. \_\_\_\_\_

1. \_\_\_\_\_