



**YASHWANTRAO CHAVAN ACADEMY OF DEVELOPMENT
ADMINISTRATION
Rajbhavan Complex, Baner Road, Pune - 411 007.
Phone No. (020) 25608408**

TENDER PAPERS

ESTATE DEPARTMENT

**TENDER FOR PROVIDING SECURITY SERVICES FOR YASHADA'S EXTENDED
CAMPUS AT TATHWADE FOR TWO YEARS (2021-2023).**

Estimated Cost	:	Rs. 73,38,024/- (For Two Years)
Cost of tender form	:	Rs. 3000/- to be paid online
Earnest Money	:	Rs. 74,000/- to be paid online
Security Deposit	:	Rs. 3 % of Accepted Tender Amount
Start of submission	:	23/03/2021 from 9.30 am
Last date of Submission	:	08/ 04 /2021 up to 03.00 pm.
Pre-bid meeting	:	30/03/2021 at 3.0 pm Tuesday
Technical bid opening	:	12/04/2021, at 3.00 pm

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1.0 DETAILED TENDER NOTICE

YASHWANTRAO CHAVAN ACADEMY OF DEVELOPMENT ADMINISTRATION

Raj Bhavan Complex, Baner Road, Pune 411 007.

Phone No. (020) 25608408

NAME OF WORK: - TENDER FOR PROVIDING SECURITY SERVICES FOR YASHADA'S EXTENDED CAMPUS AT TATHWADE FOR TWO YEARS (2021- 2023).

Online e - tenders are invited by YASHADA from Contractors / Agencies registered with Government of Maharashtra Office of the Joint Commissioner of Police & Controlling Authority under provisions of PSARA Act 2005 & Rules made there under having experience of similar works. The e-tender will be opened on or **before 08/04/2021 up to 3.00 pm**. Blank tender form can be downloaded from <https://mahatenders.gov.in> **from 23/03/2021 at 9.30 am to 08/04/2021 up to 3.00 pm** on payment of cost of tender form mentioned below. E - Tender is also available only for perusal on www.yashada.org.

1.01	Cost of each blank tender form	:	Rs. 3,000/- to be paid online.
1.02	Time Limit of services	:	24 Months (two years).
1.03	Earnest Money	:	Rs. 74,000/- to be paid online.
1.04	Security Deposit	:	3 % of accepted tender amount.
1.05	Start Date of tender form download	:	23/03/2021 at 09.30 am.
1.06	Last date Tender form submission	:	08/04/2021 up to 03.00 pm
1.07	Date of pre-bid meeting	:	30/03/2021 at 03.00 pm , Tuesday
1.08	Date of opening E-Tender	:	12/04/2021 at 03.00 pm if possible.

1.09 Validity Period:

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period of **90 days** from the date fixed for opening of Envelope No.2 (Main Tender) and thereafter until it is withdrawn by the Bidder/Contractor by notice in writing duly addressed to the authority opening the tender and sent by Registered Post Acknowledgement Due.

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

1.11 No JV allowed in entire contract period.

1.12 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.

1.13 The tenderer shall enter his offer (**Service charges only**) rates in online Form given in e-Tender.

1.14 Right is reserved to reject any or all tenders without assigning any reason thereof.

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

**TENDER FOR PROVIDING SECURITY SERVICES FOR YASHADA'S
EXTENDED CAMPUS AT TATHWADE FOR TWO YEARS (2021-23)**

2.0 Brief Summary of Inquiry

- 2.1 Starting date of online submission from **23/03/2021 to 08/04/2021** up-to 03.00 pm.
- 2.3 Earnest Money of **Rs.74, 000/-** (In words Seventy four thousand only) and tender Fee **Rs.3,000/** should be paid online through respective portal in the software.
- 2.4 Offer should be submitted online in two envelope system as described below.

3.0 Envelope I - Technical Bid

The online envelope clearly marked as “Technical Envelope (I) shall contain the scanned copies of original of following documents.

- 3.1 Certificate of Registration as Private/Public/Firm/Govt./Semi. Govt./ Partnership Firm and Shop Act License.
- 3.2 Certificate of security firm Registration with Government of Maharashtra, Office of the Joint Commissioner of Police & Controlling Authority as per PSARA Act 2005.
- 3.3 Certificate of Registration for Goods & Service Tax [GST].
- 3.4 Previous experience of at least five years, of which at least three years' experience should be of providing 15-20 security guards to minimum three organizations. For this purpose experience certificate of concerned organization on their letter head will be considered. No work order will be considered.
- 3.5 C.Vs of proposed staff permanently employed.
- 3.6 Turnover minimum of Rs. 30 Lakhs for last three preceding financial years of (2017-18, 2018-19, 2019-2020). For this purpose Chartered Accountant Certificate on CA Firm letter head will be considered. (Balance sheet will not be considered.)
- 3.7 Income Tax Return for the last three Financial Years (2017-18, 2018-19, 2019-20).
- 3.8 Valid EPF Registration Certificate.
- 3.9 Valid E.S.I. Registration Certificate.
- 3.10 PAN Card of Firm or Proprietor.
- 3.11 Terms & Conditions acceptance letter with Sign and Seal of the firm as per given on page no. 21 (Undertaking).

4.0 Envelop II - Price Bid (Commercial)

- 4.1 The agency has to quote their offer (Service Charges Only) on the **PDF BOQ format** given with this document for financial bid.

5.0 TERMS AND CONDITIONS

5.1 The Agency shall provide 15 Security Guards (4 Guards and 1 Head Guard in each shift for 3 shifts per day). At no point of time, the campus shall be kept unattended. Each shift is having 8 hrs. And 3 shifts are in one day.

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

5.3 The quality of service at all stages shall be as per the standards laid down and explained to the Agency from time to time. In case of lapses on the part of its employees, suitable disciplinary action shall be taken against the defaulter by the Agency. In case the Agency fails to take any action against such defaulter Yashada reserves the right to take any legal action against the Agency.

5.4 The Security Services are to cover the entire Yashada's Tathawade Campus, Sr. No.24 at Village –Tathawade, Taluka- Mulashi, and Dist. - Pune in the PCMC jurisdiction. Yashada's Tathawade Campus is having 50.65 hectares open plot areas.

5.5 The Agency shall not transfer or assign or share work or benefits of the Agreement with any other agency / firm without express written permission of Yashada.

5.6 The Agency expressly agrees that it shall, at all times, keep Yashada effectually indemnified against all claims for compensation, under the provisions of any law for the time being in force/brought into force, by or in respect of any workman deployed by the Agency in carrying out the obligations under the contract and against all costs and expenditure incurred by Yashada in connection therewith. Yashada shall be entitled to deduct any amount due, from all the money paid or payable by way of compensation as aforesaid or of any other nature and costs or expenses in connection with any claim thereto from the dues payable to the Agency. For this purpose, an indemnity bond shall be executed by the Agency. The Agency shall also keep Yashada indemnified against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands in any way arising out of or reason of anything done or omitted to be done by the Agency.

5.7 Any dispute arising out of the terms of this contract or interpretations of any clause herein shall be settled by mutual discussion between the nominated authorities of Yashada and the Agency or its authorized representative. Director General, YASHADA, will be the final authority in resolving such disputes. The unresolved

disputes or differences shall be subjected to the jurisdiction of Pune Courts.

5.8 The Agency shall ensure that, it fully complies with and observe all the provisions of the Contract Labour (Regulation & Abolition) Act, 1970. The Minimum Wages Act, 1948, Payment of Wages Act, 1935 Employees Provident Fund and Miscellaneous Provisions Act. The ESI Act and such other statutory enactment Rules and Regulations laid down by the Government or local body in force/ coming into force which may apply to the Agreement and any liability on account of non-compliance or violation thereof shall be the Agency's sole responsibility. For this purpose the Agency shall submit Monthly Statutory Compliance Report duly certified by the Authorized Representatives of YASHADA in Annexure-I to the Agreement. Yashada shall have the right to withhold the payment of monthly bill in case the Agency fails to comply with statutory requirements or fails to submit proof of statutory payments made by them in respect of their employees deployed at Yashada's Tathawade campus. The said **Annexure I** shall be treated as inseparable part of this contract conditions.

5.9. The workmen deployed by the Agency shall be its own employees under their inclusive management, supervision, control and Yashada shall, in no way, be responsible or liable for their statutory contributions such as wages, salaries, bonus, gratuity or any other allowance, leave salary, wages for holidays or any compensation, notice pay etc.

5.10 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 (Securities Guards & Head Guards) deployed at Yashada's Tathawade Campus. If the Agency fails to submit all documents along with the monthly bills, Yashada shall have a right to hold payment of monthly bill until total satisfaction with regard to legal compliance by the Agency. If Agency fails to pay statutory dues to respective departments (ESI, CPF, etc.) same will be paid by Yashada from the withheld amount of bills.

5.11. A complete list of security guards along with their bio-data photographs, Police verification certificate, proof of residence, etc. shall be submitted to the HoD of Estate Department of Yashada before they are deployed. Changes shall be informed to the HoD Estate forthwith when they take place. The Agency shall submit a list of staff

along with Bio-data, one photograph in the following format with Sign and Seal of the agency, only in the interest of safety and security of campus to the Estate Department of Yashada.

Bio-data		
Name:-		
Date of Birth:-	Age:-	Recently Drawn Photo
Blood Group:-	Mobile Number:-	
Address:-		
Nearest police Station/ Chowky's name:-		
Adhar Card No.:-		
PAN No.:-		

Identity card of Guards should be as per form no IX prescribed under PSARA Act 2005 & Amendment thereto.

5.12 The Agency and its employees shall have to follow the norms/guidelines of the discipline as directed by Yashada.

5.13 All personnel deployed by the Agency shall at all times be medically fit. The employees shall always wear uniform as prescribed under rule PSARA 2007 at all the times during the duty hours and carry their photo identity card along with them.

5.14 Yashada shall not accept and entertain any claim in the event of the Agency's employees sustaining any injury, damages or loss to either person or property either inside or outside the Yashada's Tathwade Campus.

5.15 The workers/ staff of the Agency will have nothing to do with the Yashada and shall have no presumptive right of absorption in the services of Yashada. In order to give effect to this, the Agency shall incorporate suitable clause in the appointment orders to be issued to its workers/ staff.

5.16 In case of the security guards engaged by the Agency have any grievances; they will take it up with the Agency without creating any disturbance on the campus. If the Agency workers resort to any agitation resulting in to any damage to the property of Yashada and or reputation, hindrance to its work, the Agency would be liable for payment of damages to Yashada. It shall also be construed as breach of contract rendering the Agency liable for such action as may be deemed necessary. Under no circumstances, agitation means shall be resorted to by workers of the Agency. On

expiry of this contract or the extended period thereof, the Agency expressly undertakes to vacate the premises in peace with all their security guards without creating any disturbance. The Agency shall be solely responsible if the workers engaged with it misbehave or create any problems in the premises of Yashada.

5.17 The Agency shall be required to extend 24 hours round the clock security service for all days including National Holidays.

5.18 No residential facilities shall be made available to Security Guards, Supervisors or any other representatives of the Agency within the Yashada's Tathawade campus or elsewhere.

5.19 It shall be the responsibility of the Agency to carry out joint investigation along with the representative of Yashada in case of any security problems. The Agency shall take up the matter with Police Authorities in consultation with Registrar of Yashada and follow it up on behalf of Yashada.

5.20 Security Guards should be change after every three months if Yashada so desires.

5.21. Compliance of all legal formalities in engaging security personnel shall be the sole responsibility of the Agency.

5.22 Yashada has all rights reserved to disqualify Tenderers whose performance was not satisfactorily during the contract period with Yashada.

5.23 During the course of work under this contract, the Agency shall ensure that there should not be any Damages/Loss/Theft to Yashada's Property. If any such Damages/Loss/Theft occurs, the Agency will be held responsible and the recovery of such Damages/Loss/Theft will be made from agencies Bill / Security Deposit, etc.

5.24 Yashada shall not be liable for any accident, loss, death, injury or damages of any kind in the course of this work. Agency on its own cost will compensate the same and Yashada shall not bear such compensation.

5.25 The necessary stamp duty charges shall be borne by the agency whose tender is accepted as per Govt. of Maharashtra G.R. for contract agreement.

5.26 Physical guarding of entry/exit points, Visitor management in common and during special occasions. Control the access of persons/vehicles in to and out of the campus and regulating entry of unwanted visitors/trespassers and maintain register of visitors.

5.27 Checking of gate passes, allowing the entry and exit of material and regulating the entry and exit of vehicles accordingly. Records of the inwards and outwards movement of men and material's, vehicles etc. to be maintained with proper checking as per instructions given from time to time by the Yashada.

5.28 Patrolling and guarding various common areas and surroundings to ensure adequate safety and security. Security guard should be preventing entry of stray animals like cow, dogs etc. and unauthorized visitors and trespassers. Security guards should patrol round the clock in plot area.

5.29 Lodging of Complaints/FIR in case of any crime or violence and assist to the police and any other Govt. investigating agencies in their investigation in any related matter is sole responsibility of The Agency.

Any other responsibility in connection with performance of the roles specified though not specifically covered above shall also be considered as part of the responsibilities of the security man power.

5.30 Every security man power deployed by the Agency shall be issued a photo identity card and keep with them at all time.

The photo identity card shall be issued in such form as may be prescribed by the Yashada (as per given in clause no. 5.11) and complying with PSARA Act and rules.

Every security man power shall carry on his personal photo identity card issued by the Agency and shall produce it on demand for inspection by Yashada or any other officer authorized by same.

5.31 The Agency shall be holding a valid license under the provision of Private Security Regulations Act (PSARA) providing for operation in the State of Maharashtra. Agency shall ensure that all the relevant licenses/registrations/permissions which may be required for providing the services are valid during the entire period of the contract failing so shall attract the appropriate penalties. The documents relevant in this regard shall be provided by the Agency to Yashada on demand.

The Agency shall maintain all statutory registers required to be maintained as per license provisions under the law and shall produce same on demand to Yashada Estate Department or any other authority under the law.

5.32 All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the Yashada.

5.33 The Security manpower shall not under the terms of their agreement with the Agency, the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Agency.

5.34 The personnel engaged by the Agency have to be extremely courteous with very pleasant mannerism in dealing with the Yashada and should project an image of utmost discipline. Yashada shall have right to have any person removed in case of its staff complaints or as decided by representative of the Yashada, if the person is not performing the job satisfactorily or otherwise. The Agency shall have to arrange suitable replacement in all such cases.

5.35 The Agency shall ensure that all security man power shall put on arms badge distinguisher and Agency for which they are working, shoulder or chest badge to indicate his role or function. Man power deployed as security guards shall, have whistle attached to the whistle

cord and to be kept in the left pocket. Shoes with eyelet and laces, headgear which may also carry the distinguisher mark of the Agency.

5.36 Every man power functioning as security guard while on active security duty will wear and display photo-identity card issued on the outer most garment above waist level on his person in conspicuous manner.

5.37 Parameters of the uniform shall conform to provisions of PSARA 2005.

5.38 The Agency shall ensure that adequate supervision will be provided to ensure correct performance of the man power deployed in accordance with the prevailing assignment instructions agreed upon between the Agency and Yashada. Agency should keep track of performance of the staff deployed and give necessary support to ensure good performance.

5.39 The Agency shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Department may issue from time to time and which have been mutually agreed upon between the two parties.

5.40 The Agency shall be responsible to maintain all property and equipment of the Yashada entrusted to it.

5.41 In an event of deployed personnel availing leave and if required by Yashada suitable substitute(s) shall be provided by Agency as per mutual understanding with Yashada.

Consequent to poor performance of deployed security manpower, Agency shall immediately replace the deployed security manpower thereby maintaining service levels.

Working shifts (includes day and night shift) if any, and daily working hours shall be mutually agreed upon between Yashada and Agency prior to deployment of manpower and as per terms of Tender

5.42 The Agency shall be responsible for any act of indiscipline on the part of the persons deployed.

5.43 (i) The security man power deployed shall be eligible for being engaged or employed if he fulfills the standards of physical fitness as specified in the PSARA Act 2005. The Agency is therefore required to ensure that all deployed security manpower fulfill the requirements specified in PSARA Act. Agency should get medical check-up of its staff at the time of their induction in the rolls of the Agency to ensure their fitness for the job assigned and annual medical check-ups to be done as prescribed under PSARA Act. A record of the same shall be maintained in the personal file of the security personnel. In case Yashada demands for a copy of medical fitness certificate at any time of deployment, same shall be given.

(ii) The security man power deployed should be free from evidence of any contagious or infectious disease. He should not be suffering from any disease which is likely to be aggravated by service or is likely to render him unfit for service or endanger the health of the public.

(iii) No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Agency will be entertained by the Yashada.

5.44 The Agency shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.

5.45 (i) Security Manpower engaged by the Agency shall not divulge any information acquired by him or her during such employment with respect to the work which he or she has been assigned to anyone other than the Yashada. However such disclosure as may be required under PSARA Act or in connection with any inquiry or investigation by the police or as may be required by an authority or process of law shall be exempted from this.

(ii) All security manpower engaged by the Agency shall however render necessary assistance to the police or to such authority in the process of any investigation pertaining to the activities of that Agency. If violation of any law is noticed by any security man power during the course of discharge of duties, he will bring it to the notice of his superior, who in turn shall inform the police either through Yashada or Agency or on his own.

5.46 **Changes:** - In specific situation like pandemic or any other natural disaster or calamity, nodal officer of the Yashada or any authorized official shall be competent to ask for any changes in the scope of work. Yashada is entitled to increase the quantum of order regarding number of security man power by 25% and similarly shall be competent to reduce the man power also by 25% as considering the fact.

5.47 The Agency shall be responsible for any insurance requirements for the security man power deployed regarding accidents etc. No claim for any compensation or damages on account of any injury or death of man power while performing the duties shall be entertained by the Yashada.

5.48 Any violation of contractual obligations by the Agency shall attract penalties as mentioned against each obligation. The Agency is deemed to have confirmed that penalty whenever becomes payable, the same shall be deducted by the Estate Department from the payments due to the Agency.

5.49 Escalation towards payment of service charges shall not be accepted on any ground during the contract period.

5.50 Agency/Bidder should be registered with Pune District Security Guard Board. The Security Guards deployed for providing security services should be registered with Pune Dist. Security Guard Board. The necessary documents regarding such deployed S/G should be submitted to HoD Estate Yashada (at the time of deployment).

6.0 CONTRACTOR'S RESPONSIBILITY:-

6.1. The quality of service at all stages should be as per standards laid down and explained to the Agency from time to time. The deployed Security Guards will not be of more than 55 years in age and shall be medically and physically fit, health should be strongly built, with no colour blindness or night blindness. The guards should not sit at one place but shall take rounds all the time inside the campus, within the periphery allotted. They shall see that nobody makes any encroachment in the Yashada's Tathawade Land. They shall ensure that entry inside the campus is restricted, no outsiders or intruder admitted without through investigation. The guards shall be very alert and vigilant in duties. The guards shall be provided with thick wooden lathi/stick by the Agency which will be carried all the time by them. Security Head Guard and Security Guards shall be at all-time be in uniform provided by the Agency. Agency at its own cost must provide security personnel necessary winter clothing, raincoats, Torch and stationery such as Registers files etc. The security personnel engaged by the Agency at Yashada's Tathawade campus shall be provided with Photo Identity Cards. Identity Cards should be prominently displayed by each guard on their left hand shirt pocket.

6.2. In case of lapses on the part of guards/supervisors, as explained in duties and responsibilities of Security Contractor/ Agency a fine of Rs. 1000/- per occasion will be recovered from the Agency.

6.3. In case of any lapses in security services found repeatedly within a month, Yashada shall have full right to deduct 25% amount of the total monthly bill.

6.4. Yashada shall have the right to accept or reject any particular security guard placed on duty at Yashada's Tathawade Campus.

6.5. Yashada shall not accept and entertain any claim in the event of any of the Agency's security personnel sustaining any injury, damage or loss to either person or property either inside or outside the Yashada's premises.

7.0 PAYMENT CONDITIONS:-

7.1 The Agency shall be required to pay a Security Deposit equivalent to 3% of the tender accepted cost (interest free) for the effective implementation of the terms and conditions of the contract within 7 days of the communication of Letter of Acceptance (LOA) and to execute contract agreement on stamp paper (as per Para 5.25). If Agency fails to pay security deposit and execute contract agreement within seven days of LOA, the tender will be cancelled and EMD will be forfeited. Security Deposit will be

refunded subject to deductions if any, after the satisfactory completion of the terms of the contract. Yashada shall have the right to forfeit the amount of the Security Deposit or the part thereof in case of breach of contract by the Agency. The Agency shall submit its monthly bill at the rates approved by Yashada with Statutory Compliance Report in Annexure I and all such documents as may be demanded by Yashada duly certified by the authorized representative of Yashada.

7.2 Yashada shall have a right to hold the payment of monthly bill in case the Agency fails to produce the proof of the payments made to the employees deployed by them and the statutory compliance as mentioned in the said Annexure - I. The Agency shall, in no case, hold the payments due to their employees for any reason whatsoever including that on account of non-clearance of its bills by Yashada. The Agency shall disburse the wages/salary of its employees as per minimum wages act structure approved by Yashada on or before 10th day of the succeeding month and obtain his signature in the Wage Register in token of the payment made to the employees or provide payment slip of security guards.

7.3. Yashada will make efforts to pay monthly bills raised by the Agency, within 10 working days on receipt of bills from the Agency. Payment would be made as per Schedule B (A+B+C) where at A & B shall be paid as per relevant Govt. Orders. Income Tax and all other Taxes as applicable will be deducted at sources while making payments to the Agency, in consideration of the services to be rendered by the Agency. Under this contract, the Agency shall be paid at the accepted rates. All dues and monthly salary of all security guards should be paid through Bank only by the Agency.

7.4. In case, Yashada needs for providing additional security guard for short duration at any time, the Agency Should arranges for same and Yashada shall pay for such additional amount at accepted and approved rates.

8.0 RISK & COST:-

8.1 If Agency fails to provide satisfactory security services, Yashada reserve the right to get the security services from any other agency at the risk and cost of the selected Agency. Also if agency fails to perform duties as per agreement, the contract shall be terminated by giving one month notice and the Security Deposit shall be forfeited to Yashada and Agency may be black listed for any further work at Yashada.

9.0 PENALTIES AND TERMINATION OF CONTRACT:-

9.1 Yashada shall have the right to terminate the services, if it is not satisfied with the performance of the Agency, by giving one month notice in writing. For this purpose the Yashada shall be the sole judge to decide whether the performance of the Agency is satisfactory or not and the decision of Yashada shall be final, conclusive and binding on the Agency and the Agency shall not be entitled to any compensation in lieu of thereof. Further, if on account of non-renewal of the contract and/ or termination of this contract, for any reason whatsoever, it shall be the responsibility of the Agency to settle legal dues of its employees deployed at Yashada's Tathawade campus. In the event on non-compliance of legal provisions or non-payment of dues, the Agency shall be solely liable and responsible for all costs and consequences and Yashada, in any case, shall not be liable and responsible for the same. The amount of Security Deposit shall be refunded without interest to the Agency only on submission of satisfactory proof with regard to full and final settlement of employees claims of the Agency which is deployed at Yashada's Tathawade campus within three months. The Agency expressly agrees and accepts that on termination of this contract for any reason whatsoever, the Agency shall vacate the premises of Yashada's Tathawade Land along with its employees and material and hand over the vacant and peaceful possession of the property to Yashada. In case of failure of the Agency or its employees to do so, Yashada shall have a right to get the premises vacated and adopt such course of action may be deemed necessary and such cost will be recovered from the Agency. In case the Agency desires to terminate the contract within the continuance of contract period, Agency shall give three months prior notice to Yashada.

The Agency shall be responsible for faithful compliance of the terms and conditions of this agreement. In case however non delivery of service in time, not starting work in time, violation of existing laws and statutory requirements will be considered as a major default and the contract may be cancelled immediately without giving any further notice.

10. 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 decision of "Director General YASHADA "will be a final decision & binding on both the parties.

11.0 ANNEXURE – I

MONTHLY CERTIFICATE OF COMPLIANCE OF STATUTORY OBLIGATIONS BY THE AGENCY/CONTRACTOR

From _____ Work Order NO. _____
For the month of _____

1. Has the Attendance Muster Cum Wage Register of persons engaged during the month, duly signed by the individual employees and countersigned by the Representative of the Company?

YES/ NO

2. No. of Mandays worked. (Verified with Attendance Muster Cum Wage Register).

YES/ NO

a) Maximum Number of Persons employed on any working day during the month (Verified with Attendance Muster Cum Wage Register).

YES/ NO

b) Have all employees been paid wages, Special Allowance and HRA at rates, not lesser than the Minimum Rates prescribed by the Govt. under relevant enactment? (Verified with Attendance Muster Cum Wage Register).

YES/ NO

3. Have all the employees been extended coverage of PF/EPF as per the eligibility under the PF Act? (Attach name wise copy of PF/EPF Challan paid)

YES/ NO

4. Are appropriate deductions made towards Professional Tax and Income Tax from the Salary/Wages Paid? (Verified from attendance muster cum wage register).

YES/ NO

5. Are all deductions effected from salary/wages are as per the provisions of the Payment of Wages Act? (Verified with Attendance Muster Cum Wage Register).

YES/ NO

6. Are following registers, required under the provisions of various statutes, maintained up to date in the prescribed format, kept available in the premises of the Yashada from the inspection of any Statutory Authority, on demand?

YES/ NO

- A. Register of persons employees.
- B. Muster Roll
- C. Register of Wages
- D. Register of deductions
- E. Register of Over Time
- F. Register of fines
- G. Register of Advances.

6. The License under the provisions of Contract Labour (Regulation and Abolition) Act has been obtained/ renewed and kept operative. The half yearly/yearly returns are submitted time to the Authority under the Act. (Attach zerox copy)

YES/ NO.

(Signature of Registrar)

After verification of the above list.

12.0 SCHEDULE – B

MONTHLY WAGE STRUCTURE

**TENDER FOR PROVIDING SECURITY SERVICES FOR YASHADA'S
EXTENDED CAMPUS AT TATHWADE FOR TWO YEARS (2021-2023).**

Minimum Wages Structure (Fig. in Rupees)

अ.क्र	तपशील	सुरक्षा रक्षक	मुख्य सुरक्षा रक्षक	शेरा
A)	Minimum Wages			
01.	मूल वेतन	7400.00	7500.00	As per Govt. Directives
02.	महागाई भत्ता	4104.00	4104.00	
03.	एकुण	11504.00	11604.00	
04.	घरभाडे भत्ता (15% मूल वेतन व महागाई भत्त्यावर)	1725.60	1740.60	
05.	शैक्षणिक भत्ता	1100.00	1100.00	
06.	प्रवास भत्ता	1000.00	1000.00	
07.	धुलाई भत्ता	700.00	700.00	
	एकुण A	16029.60	16144.60	
B)	Statutory Compliances: In addition to the above, the following Statutory Compliances			
08.	भविष्य निर्वा निधी 12%	1380.48	1392.48	All necessary documents (P.F., ESIC etc.) should be regularly submitted by the Agency with quarterly pay bills.
09.	उपदान 4%	460.16	464.16	
010.	दिवाळी बोहणी 8.33%	958.28	966.61	
011.	वेतन रजा 6%	690.24	696.24	
012.	ई.एस.आय 3.25%	373.88	377.13	
013.	गणवेश 4%	460.16	464.16	
	एकुण B	4323.20	4360.78	
	एकुण A + B	20352.80	20505.38	
C)	Service Charges of Agency (Fixed Rate to be quoted by Agency in Rs. Per Person Per Month)			The rate once quoted will not be changed for contract period. The tender will be awarded as per the competitive rates quoted by Agency.

(In Word _____)

GST will be paid extra by YASHADA as per existing rates declared by Central Govt. from time to time as per applicability.

Note:-1) The Agency to quote their Service Charges per person per month separate attached

BOQ Excel Sheet with signature, stamp, address and seal.

2) Rates at A + B shall be paid by YASHADA over and above rates accepted at C.

13.0 UNDERTAKING

I hereby undertake for and on behalf of _____ that, I shall not indulge in any unfair labour practices, I shall abide by all the labour laws applicable from time to time and more particularly pertaining to Minimum Wages and other dues payable to my employees. I hereby indemnify YASHADA from any Criminal or civil liability, arising out of any default on my part in execution of this contract.

Date :-

Place :-

Signature with stamp, Address and seal