



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

RAJ BHAVAN COMPLEX, BANER ROAD
PUNE 411007

Phone NO. (020) 25608123/120/175

E-TENDER PAPERS

**E-Tender for providing Personnel Services to YASHADA, Pune
by Service Provider Agency for the year 2021-2023**

1.	Estimated Tender Cost	Rs. 8,50,00,000/-
2.	Performance Security Deposit	@ of 3% of Tender Cost
3.	Earnest Money Deposit (Refundable)	Rs. 8,50,000/-
4.	Cost of Tender Form	Rs. 15,000/-
5.	Date of Upload e-Tender Form	18.08.2021 to 08.09.2021
6.	Pre-bid Meeting	26.08.2021 At 11.30 a.m.
7.	Last Date of Submission of Tender	08.09.2021 Upto 3:00 p.m.
8.	Date & Time of Opening of Tender	13.09.2021 at 11.30 a.m.

Brief Summary of Inquiry

Offer should be submitted in 2 envelope system:

- a) Technical Bid - Envelope No. - 1
- b) Price Bid - Envelope No. - 2
Price Bid form is enclosed as Annexure -6

Sd/-
(Head Proc)

Sd/-
(Registrar)

Sd/-
(Financial Advisor)

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

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PUNE 411007

1. E-TENDER NOTICE

Online e-tenders are invited for providing Personnel Services to the YASHADA, from Personnel Services Providing Agency in the form of e-tenders up to 3.00 pm on or before **08.09.2021**. Blank e-tenders can be downloaded from <https://mahatenders.gov.in> upto **08.09.2021**, 3.00 pm on payment of Rs. 15,000/- (Fifteen Thousand Only) as cost of tender form through online mode on respective e-tender portal.

e-tenders are invited from reputed, experienced and financially sound agencies and meeting given criteria to provide Personnel 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**

Sd/-
(Head Proc)

Sd/-
(Registrar)

Sd/-
(Financial Advisor)

BRIEF SUMMARY OF THE ENQUIRY

1.1 Tenders are invited for providing Personnel services to YASHADA from Personnel Services Provider agency complying with all the terms and conditions prescribed in tender document.

1.2 The tender document will be available on <https://mahatenders.gov.in> from 18.08.2021 to 08.09.2021, also view access only will be available on YASHADA website i.e., 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 **08.09.2021 up to 3.00 PM**. The tenders received thereafter will not be considered. The tenders received within specified time shall be **opened on 13.09.2021 at 11.00 A.M.**

1.5 If any technical difficulties arise while filling 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 26.08.2021 at 11.30 a.m. 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. The minutes of pre-bid meeting will form as part of this tender. No queries thereafter would be entertained.

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(Registrar)

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(Financial Advisor)

TENDER FOR PROVIDING PERSONNEL SERVICES TO YASHADA, PUNE

2.1 SCOPE OF WORK

2.1.1 YASHADA requires the Personnel services (hereinafter referred to as "Personnel") from reputed, well established and financially sound Service Provider Company / Firm / Agency (hereinafter referred to as "Agency").

2.1.2 YASHADA has initial requirement for Personnel as detailed in Section 2.2 "REQUIREMENTS FOR PERSONNEL TO BE DEPLOYED" which may increase or decrease depending upon the requirement during the contract period.

2.1.3 The contract will initially be 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 months' notice to the qualified Agency owing to deficiency of services, sub-standard quality of Personnel deployed or for breach of contract condition or non-availability of projects from funding agency, or any other reason deemed fit.

2.1.4

A) Three types of services

- Three streams of services:
- Training services
- Project services
- Support services

B) Levels of services

- Three levels of services for training activity / project activities / office activities are to be provided by Personnel.
- Team Leader
- Organizer
- Facilitator

C) Minimum work norms

- Service norms: Training activities / Project activities / Support activities must be completed by the Personnel as per the monthly minimum service norms stipulated by YASHADA from time to time.

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(Financial Advisor)

D) Deployment period of Personnel services

- 3-month deployment at a time.
- Further deployment of Personnel to be determined on the basis of performance evaluation and availability of work and funds in projects.
- Resources shall be deployed flexibly as per availability of work and funds across centre/ units in YASHADA.

E) Honorarium

- Team Leader: Max. monthly honorarium Rs. 35,000/-
- Organizer : Max. monthly honorarium Rs. 30,000/-
- Facilitator: Max. monthly honorarium Rs. 25,000/-
- Deduction in honorarium may be applied in proportion to the deficit in meeting the stipulated minimum norms.
- Statutory compliances like EPF employer's share will be applicable according to the law in force in this regard and will be reimbursed to the vendor by YASHADA over and above the honorarium payable, upon providing satisfactory proof of the statutory payments. No EPF will be deducted or reimbursed for personnel above the age of 58 years.

SOURCE OF FUNDS

2.1.5 The expenditure on this contract will be met from the funds received from funding agencies for execution of various training programmes / projects.

2.2. REQUIREMENTS FOR PERSONNEL TO BE DEPLOYED

The generic and specialised qualifications and work experience for service providing 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.

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(Financial Advisor)

A)

Position	Qualifications*	Tentative requirement of services providers
1	2	3
Team Leader	<p>Qualification: 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>Experience: At least 7 years of overall experience, out of which at least 3 years in a reputed training or education or research institute. Preference will be given to Personnel having previous experience of providing similar services to YASHADA.</p> <p>Other requirement: Ability to independently work and carry out responsibilities using computer and IT tools/ devices/ software.</p> <p>Maximum age: 58 years</p> <p>Note: Technical Personnel services or some other positions equivalent may also be required in this cadre. Qualification and experience will be communicated as per requirement.</p>	10

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Position	Qualifications*	Tentative requirement of services providers
1	2	3
Organizer	<p>Qualification: Master's degree with at least second class in any stream from recognised University. In case of Information Technology Personnel the equivalent professional qualification will be considered.</p> <p>Experience: At least 5 years of overall experience, out of which at least 2 years in a reputed training or education or research institute. Preference will be given to Personnel having previous experience of providing similar services to YASHADA.</p> <p>Other requirement: Ability to independently work and carry out responsibilities using computer and IT tools/ devices/ software.</p> <p>Maximum age: 58 years</p> <p>Note: Technical Personnel services or some other positions equivalent may also be required in this cadre. Qualification and experience will be communicated as per requirement.</p>	18

Position	Qualifications*	Tentative requirement of services providers
1	2	3
Facilitator	<p>Qualification: Bachelor's degree with at least second class in any stream from recognised University.</p> <p>Experience: At least 3 years overall experience, out of which at least 1 year in a reputed training or education or research institute. Preference will be given to Personnel having previous experience of providing similar services to YASHADA.</p> <p>Other requirement: 1. Knowledge of Marathi or English typing on computer is essential. 2. Marathi typing 30 w.p.m. G.C.C.E. Certificate and / or English typing 30 w.p.m. G.C.C.E. Certificate will be preferred. YASHADA reserves the right to assess typing proficiency before deploying services.</p> <p>Other requirement: Ability to independently work and carry out responsibilities using computer and IT tools/ devices/ software.</p> <p>Maximum age: 55 years</p> <p>Note: Technical Personnel services or some other positions equivalent may also be required in this cadre. Qualification and experience will be communicated as per requirement.</p>	70

* 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 Personnel services may be required for above positions. However, in some cases qualifications, experiences, and skills may differ/vary and will be communicated from time to time.

4. The quantum of personnel requirement may be increased or decreased as per administrative requirement.

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

Sd/-
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(Registrar)

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(Financial Advisor)

2.3. SCHEDULE OF QUANTITIES

A)

Sr. No.	Position	Proposed Consolidated Honorarium in Rs. (P.M.)**	Approximately no. of Personnel to be deployed
01	02	03	04
1	Team Leader	35000	10
2	Organizer	30000	18
3	Facilitator	25000	70

2.3.1.**Details of consolidated honorarium, statutory deductions and take home consolidated honorarium of above Personnel services 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 Profession Tax and Income Tax, applicable levy/ surcharge, and statutory deduction of employee share of EPF on part of personnel services provider. The manpower services provider and employer's shares of manpower services provider's deduction will be as shown in **Schedule - 1**.

2.3.3. The successful bidder shall also pay Honorarium, TA/DA claims of the deployed 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 personnel 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.

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(Registrar)

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(Financial Advisor)

3 GENERAL INSTRUCTIONS

3.1 The Earnest Money Deposit (EMD) of Rs. 8,50,000/- (Rupees Eight Lakhs and Fifty Thousand only) refundable without interest should be submitted 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 3% of accepted tender cost, in the form of Demand draft OR Fixed Deposit issued by a nationalized Bank in favour of Director General, YASHADA, Pune. The bank guarantee validity period will be for six months more than the end of the work order.

3.3 Conditional bids shall not be considered and will be rejected outright in very first instance. The cost of bid shall be borne by bidder.

3.4 The service charges should not be zero, should not be so low that it may hamper healthy competition and should provide good types of services. If the rates are found low, YASHADA reserves the right to reject the tender.

3.5 In the event of the complaints by any of the employee whose services are provided by agency regarding financial exploitation by Agency, are found to be valid, in such circumstances, the contract may be terminated. In addition to this, the security deposit of the Agency will be forfeited and the security deposit amount will be credited to YASHADA, the Agency may be blacklisted.

3.6 All original documents which shall be scanned and uploaded in Technical Bid should be valid, authentic, clear and legible. Any documents found false or misrepresenting facts shall lead to legal / criminal action by YASHADA and should lead to financial penalties like forfeiture of EMD / Security Deposit of agency concerned.

3.7 It is to be ensured that the complete information as required by this office may be furnished by the bidders in the prescribed format. Forms submitted with incomplete information and not conforming to the requirements are liable to be rejected. The cost of bid shall be borne by bidder.

3.8 The technical bid shall be opened on the scheduled date and time (at 11:00 a.m. on 13.09.2021) 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.

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3.9 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.

3.10 The YASHADA reserves the right to reject or cancel any or all tenders at any stage without assigning any reason.

3.11 Unfair practices on the part of the bidders at any stage and in any way would be viewed seriously and Agency involved would be blacklisted.

3.12 The bidders whose services were found unsatisfactory and were prematurely terminated during the past in YASHADA will not be eligible to participate in the current 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 should be in existence since the last three financial years and have registration Certificate either under Companies Act, or Partnership firm registered under Indian Partnership Act or Proprietary concern and should 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 Act.

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4.7 The Company / Firm / Agency registration certificate under Employee State Insurance Act.

4.8 The Company / Firm / Agency PAN Card.

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 Preceding three years' experience certificate of deployment of a minimum of 100 personnel of similar type of Personnel mentioned in section 2.2 (requirement for Personnel 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 (2017-18, 2018-19 & 2019-20) showing minimum turnover not less than Rupees seven crores every year in respect of Personnel supply work as per **Annexure 2**. 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 (2017-18, 2018-19, 2019-20) should be submitted.

4.16 List of clients to whom Personnel services are provided by Agency.

4.17 Personal and bank details of the Company / Firm / Agency for RTGS purpose as per **Annexure 1-A**.

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(Registrar)

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(Financial Advisor)

5. Price Bid (Envelope No. II) - (Annexure-6)

The bidder should quote his offer through Envelope No. II at the directed place. The bidder should not quote his offer anywhere else 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-6)

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 Personnel 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 Personnel 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 Personnel deployed in YASHADA in clear terms and in writing. Placement to Personnel would be given by selected Agency initially for three months, 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 Personnel 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 Personnel 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 Personnel shall ordinarily be placed in YASHADA, Pune, however depending upon the need of the projects Agency will have to provide Personnel 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.

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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.

7.1.9 The Agency shall be solely responsible for all statutory payments to its employees / labour under all relevant statutes for the purposes of this Agreement. Further the agency shall keep YASHADA effectually indemnified against all claims for compensation under the provisions of any law for the time being in force / brought in to force, by or in respect of any Personnel deployed by the Agency directly or indirectly in carrying out the obligations under the contract and against all costs and expenditures incurred by YASHADA in connection therewith. YASHADA shall be entitled to deduct or otherwise recover from its dues, any amount from all the money payable by YASHADA to the Agency on any account by way of compensation as aforesaid or of any other nature and costs or expenses in connection with any claim thereto. For this purpose, an indemnity bond will have to be executed by the Agency in favour of YASHADA as Principal Employer before commencement of work under this Agreement. The Agency shall also keep YASHADA as Principal Employer 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 under any law that may be /may become effectible.

Sd/-
(Head Proc)

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(Registrar)

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(Financial Advisor)

7..1.10 The agency shall at all times 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 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 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 the services.

7.1.11 If in the course of execution of this contract by the Agency, any minor or major damage is caused by the Agency or its workmen to the persons or property of YASHADA, after joint inspection by "YASHADA" and the "Agency", any claims arising therefrom shall be recovered, settled and dealt with directly by the Agency and the Agency shall render all assistance and co-operation to YASHADA if any enquiry is held thereon. The Agency agrees to undertake and indemnify YASHADA against all such claims.

7.2 Liabilities, Control, etc. on the Personnel deployed

7.2.1 The Agency shall ensure that the individual Personnel 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 Personnel deployed by them.

7.2.3 The Agency shall be responsible for proper conduct of their 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.

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7.2.4 The agency shall provide the required number of 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 any deficiency in provision of service shall invite penalty of Rs. 500/- per day/per Personnel 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 week** any of its 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 Personnel deployed for YASHADA shall not be changed by the agency in any circumstances without prior permission of YASHADA.

7.2.7 The 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 personnel 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 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 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 A Non-Disclosure Agreement will be signed by every Personnel deployed by the Agency.

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(Registrar)

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(Financial Advisor)

7.2.13 The Agency shall ensure proper dress code and decency by the personnel 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 YASHADA so that optimal services of the persons deployed by the agency could be availed without any disruption. The services of the Agency shall be available at all times and message sent by email/Fax/SMS/Special Messenger from YASHADA to the Agency shall be acknowledged immediately on receipt on the same day. The HR coordinator should be given consolidated honorarium equal to Team Leader. The qualification HR Coordinator must be equivalent to Team Leader. The consolidated honorarium of HR Coordinator shall be reimbursed by YASHADA. THE HR COORDINATOR SHALL BE ENTRUSTED WITH ADDITIONAL RESPONSIBILITIES BY YASHADA AS PER REQUIREMENTS.

7.2.15 The Agency shall ensure that the Personnel deployed are medically fit and will keep on record a certificate of their medical fitness. The Agency shall withdraw such Personnel 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 Personnel. 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 Friday) in a week from morning 9:15 hrs to afternoon 17:45 hrs with a lunch break of $\frac{1}{2}$ hour from 13:00 hrs to 13:30 hrs. Besides this, 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 shall be no over time. The Personnel deployed in YASHADA shall be entitled to maximum one casual leave per month and maximum fourteen days earned leave during a year (to be availed proportionately for the period of deployment).

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

Sd/-
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(Registrar)

Sd/-
(Financial Advisor)

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

- (a) List of Personnel shortlisted by Agency for deployment containing full details;
- (b) Detailed bio-data of 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 Agency should arrange for interviews for shortlisting personnel for providing necessary Personnel. The representative of YASHADA will be present as an observer while shortlisting the personnel. The 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 Personnel 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 Personnel deployed by them. The Personnel 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 Personnel, YASHADA will not be liable to pay/reimburse 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 Providing Agency shall be held responsible for any loss/damage to the equipment and instruments of YASHADA provided to the Personnel deployed by the Service Providing Agency due to the negligence or wilful damage as assessed by YASHADA and recovery of such loss/damage will be recovered from the Agency.

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(Head Proc)

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(Registrar)

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(Financial Advisor)

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 in force and 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 Provident Fund, and Employees State Insurance etc. in respect of the Personnel deployed by it at and for YASHADA.

7.3.3 The Agency shall submit after every twelve months period a certificate signed by Chartered Accountant certifying fulfilment of all Statutory Obligations related to Personnel deployed by Agency at YASHADA during the previous twelve months period including honorarium to Personnel deployed at YASHADA as per Minimum Wages Act and Statutory Payments on their behalf comprising of PT, GST, EPF and ESIC Contribution etc. to the respective authorities as per various applicable Acts. No further payments of Agency bills shall be made unless above certificate is submitted after every previous twelve months period. This certificate shall be mandatorily provided with the last bill of the contract period including extension, if any.

7.3.4 The Agency should make adequate enquiries about the character and antecedents of the Personnel whom they are short listing. The service providing Agency shall get the character and antecedents of each personnel of theirs verified from police department before their deployment to YASHADA. 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 Personnel and ensure to submit police verification report within 3 months after deployment of Personnel.

Sd/-
(Head Proc)

Sd/-
(Registrar)

Sd/-
(Financial Advisor)

7.3.5 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 YASHADA is put to any loss/obligation, monetary or otherwise, YASHADA shall 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.

7.3.6 The Agency shall maintain all Statutory Registers as required 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.

7.3.7 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.

7.3.8 The Agency will accept full and exclusive liability for all the payments to be made by it to its Personnel 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.

7.3.9 The Agreement shall be terminated in the event of non-performance, deviation of the terms and conditions of contract, non-payment of honorarium of deployed Personnel and non-payment of statutory dues. YASHADA will have no liability towards non-payment of honorarium to the Personnel employed by the Agency and the outstanding statutory dues of the Personnel to statutory authorities. If any loss or damage is caused to the YASHADA by the Personnel deployed, the same shall be recovered from the unpaid bills or adjustment from the Security Deposited by the concerned Agency with YASHADA.

7.3.10 The Agency shall be solely responsible for the redressal of grievances or resolution of disputes relating to Personnel deployed. YASHADA shall, in no way, be responsible for settlement of such issues whatsoever.

7.3.11 For all intents and purposes, the Agency shall be the "Employer" within the meaning of different Rules & Acts in respect of Personnel so deployed. The Personnel deployed by the Agency shall not have any claim whatsoever like employer and employee relationship with or against the YASHADA.

Sd/-
(Head Proc)

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(Registrar)

Sd/-
(Financial Advisor)

7.3.12 Each Bidder unconditionally agrees, understands and accepts that YASHADA reserves the right to accept or reject any or all Bids without giving any reason. Neither 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.

7.4 Financial

7.4.1 The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable, of Rs. 8,50,000/- (Rupees Eight Lakhs and Fifty Thousand only) which should be submitted online and a 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 @ 3%* of Tender cost in the form of Demand draft OR Fixed Deposit Receipt of nationalized bank assigned to YASHADA. The Fixed Deposit Receipt assigned to YASHADA should have a validity period of six months more than the tender period. The security deposit shall be refunded only after satisfactory execution and six months after completion of the contract and provision of Certificate certified by Chartered Accountant of fulfilment of all Statutory Obligations related to Personnel deployed by Agency at YASHADA including Statutory Payments on their behalf comprising of Honorarium, GST, EPF, ESIS and EDLI Contribution etc.

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

Sd/-
(Head Proc)

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(Registrar)

Sd/-
(Financial Advisor)

7.4.4 The entire financial liability in respect of 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 Honorarium to the personnel 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 Honorarium 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/reimbursed to agency by YASHADA.

7.4.8 The consolidated Honorarium includes the average basic cost of medical insurance available in the market. The agency is encouraged to guide/facilitate its employees to avail IRDAI sponsored health insurance like 'Aarogya Sanjivani' and government sponsored accident insurance like 'Pradhan Mantri Suraksha Bima Yojana'.

7.4.9 Agency shall also pay TA/DA for any travelling or outstation stay of the deployed Personnel as may be required and approved by appropriate authority/Heads of Departments of YASHADA, at the rates prescribed in Shedule-1 & Schedule-2, which will be paid to Agency by YASHADA. 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 consolidated Honorarium /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.

Sd/-
(Head Proc)

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(Registrar)

Sd/-
(Financial Advisor)

7.4.13 The agency shall pay retrenchment benefit to deployed personnel whose contract gets terminated before expiry of its term in relation to the placement of their services in YASHADA, provided that the reasons for termination cannot be attributed to the misconduct of personnel. The retrenchment benefit would be paid as per prevailing provisions in this regard. The amount of retrenchment benefit paid would be reimbursed to agency by YASHADA upon submitting proper proof of the payment of retrenchment benefit made to personnel.

7.4.14 The Agency shall make regular and full payment of the amounts due to the deployed Personnel, as per existing rules and regulations and furnish necessary proofs whenever required by YASHADA.

7.4.15 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. YASHADA will have no liability towards non-payment of remuneration to the personnel deployed by the Agency and the outstanding statutory dues of the Personnel deployed by the Agency and payable by the Agency to statutory authorities. If any loss or damage is caused to the YASHADA by the personnel deployed, the same shall be recovered from the unpaid bills of the Agency or adjusted from the Agency's Performance Security Deposit.

7.5. Terms of payment

7.5.1 The Agency shall submit the monthly bills every month in triplicate enclosing the certificates as mentioned in succeeding paras. The Agency shall get these certificates duly verified by competent authorities at YASHADA 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 Personnel.

7.5.2 The Agency shall make regular and full payment of consolidated honorarium and other payments as due to its personnel deputed under service contract and furnish necessary proof whenever required. The payment of Personnel by the Agency would be made on or before 7th of every month. In case of 7th day being a holiday, consolidated honorarium should be paid on the next working day of the month.

7.5.3 The Agency will ensure the remittance of the consolidated honorarium to the Personnel deployed by them in YASHADA through Bank Account and a proof thereof will be furnished to YASHADA every month along with the bills.

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(Head Proc)

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(Registrar)

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(Financial Advisor)

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 shall not be processed and paid.

7.5.5 Proof of Goods and Service Tax deposited with the concerned authority for the previous month shall be submitted with the bill by agency which shall be reimbursed to agency by YASHADA in the regular bills.

7.5.6 In case YASHADA receives any complaints regarding non-payment of consolidated honorarium to the Personnel deployed in YASHADA, the amount payable to the deployed Personnel shall be recovered from the bills of Agency.

7.5.7 However, payments in respect of PF, 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 Personnel every month without fail and before submitting bills for the subsequent months. The bills should be submitted for reimbursement of the actual amount for the services rendered by the agency.

7.5.8 The first consolidated honorarium of the deployed 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 Force Majeure

When an extraordinary event or circumstance beyond the control of the parties, such as a war, strike, riot, crime, pandemic, epidemic 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.

7.7 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 contract or subject matter thereof, whether during the progress of contract or after its completion, shall be settled as under:

Sd/-
(Head Proc)

Sd/-
(Registrar)

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(Financial Advisor)

7.8 **Mutual Settlement**

All such disputes or differences shall in the first place be referred by the Bidder to 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.

7.9 **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 mutual settlement.

7.10 **Jurisdiction of Courts**

Jurisdiction of courts for dispute resolution shall be PUNE only.

Sd/-
(Head Proc)

Sd/-
(Registrar)

Sd/-
(Financial Advisor)

Annexure-1

(To be scanned and uploaded in technical Envelope)

Proforma containing details of similar Personnel 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 _____

Sd/-
(Head Proc)

Sd/-
(Registrar)

Sd/-
(Financial Advisor)

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 COMPETENT PERSON & AGENCY	
2.	ADDRESS OF THE AGENCY	
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.	

Place: _____
Date : _____

(Signature of Authorized Person)
Name _____
Designation _____
Address: _____
Seal _____

Sd/-
(Head Proc)

Sd/-
(Registrar)

Sd/-
(Financial Advisor)

Annexure - 2

(To be scanned and uploaded in technical Envelope)

(Printed on letter head of CA Firm)

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 Personnel services, and it is as mentioned below; and that it is correct.

Sr. No.	Description	2017-18 Rs. (both, in figures and words)	2018-19 Rs. . (both, in figures and words)	2019-20 Rs. . (both, in figures and words)
1.	Annual Turnover in respect of supply of Personnel services			

Place :- Name, Address, Signature and Seal of the Chartered Accountant

Date :-

Sd/-
(Head Proc)

Sd/-
(Registrar)

Sd/-
(Financial Advisor)

Annexure-3

(To be scanned and uploaded in technical Envelope)

(To be printed on letterhead of Agency)

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 / 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.

(Signature of Authorized Person)

Place: _____

Date : _____

Name _____

Designation _____

Address: _____

Seal _____

Sd/-
(Head Proc)

Sd/-
(Registrar)

Sd/-
(Financial Advisor)

Annexure-4

(To be scanned and uploaded in technical Envelope)

(Printed on letterhead of Agency)

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 Personnel 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.

(Signature of Authorized Person)

Place: _____

Name _____

Date : _____

Designation _____

Address: _____

Seal _____

Sd/-
(Head Proc)

Sd/-
(Registrar)

Sd/-
(Financial Advisor)

ANNEXURE - 5
Detailed Biodata of manpower

Biodata										Recent Photo	
Name of the Post											
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)

Sd/-
(Head Proc)

Sd/-
(Registrar)

Sd/-
(Financial Advisor)

ANNEXURE-6
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	Consolidated Administrative Charges in Rs. (In figures & words) (per deployed Personnel per month) excluding GST
1	2	3
1.	Team Leader	
2.	Organizer	
3.	Facilitator	

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

(Signature of Authorized Person)

Place: _____

Name _____

Date : _____

Designation _____

Address: _____

Seal _____

Sd/-
(Head Proc)

Sd/-
(Registrar)

Sd/-
(Financial Advisor)

Annexure - 7

**DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE
DEPLOYMENT OF PERSONNEL**

1. Agreement on stamp paper of appropriate denomination as per Schedule 3.
2. Detailed bio-data of personnel 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 personnel to be deployed in YASHADA.
5. Performance Security Deposit of @ of 3 % of Tender Cost.
6. Any other document considered relevant, as required by YASHADA.
7. Indemnity Bond as per clause 7.1.9, 7.1.10 and 7.1.11 of general conditions along with agreement to be furnished on adequate value stamp paper.

Sd/-
(Head Proc)

Sd/-
(Registrar)

Sd/-
(Financial Advisor)

SCHEDULE -1

Detailed Honorarium structure for deployed Personnel

Part - A - Take Home Honorarium per month

Sr. No.	Details	Team Leader	Organizer	Facilitator
CONSOLIDATED HONORARIUM PER MONTH PER PERSON				
1	Consolidated honorarium	35000	30000	25000
	Total - A Rs.			
DEDUCTION TOWARD EMPLOYEE'S CONTRIBUTION (TO BE DEDUCTED BY AGENCY)				
2	EPF 12%	1800	1800	1800
*	Profession Tax *	200	200	200
	Total Deduction Rs.	2000	2000	2000
3	Take Home Consolidated honorarium Rs.	33000	28000	23000

*PT would be deducted to the extent of Rs.2500/- per annum.

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

Sr. No.	Details	Team Leader	Organizer	Facilitator
	Consolidated honorarium	35000	30000	25000
4	EPF 13.00%	1950	1950	1950
	Total - B	1950	1950	1950
	Total A + B	36950	31950	26950

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

Sd/-
(Head Proc)

Sd/-
(Registrar)

Sd/-
(Financial Advisor)

SCHEDULE -2

Daily allowance for touring for deployed Personnel

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

Consolidated honorarium (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
Rs. 25000 to Rs. 35000	1000	600	400

2) Rates of Daily Allowance

Consolidated honorarium (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
Rs. 25000 to Rs. 35000	210	130	110

Sd/-
(Head Proc)

Sd/-
(Registrar)

Sd/-
(Financial Advisor)

SCHEDULE -3

8. MODEL AGREEMENT

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

This Contract Agreement (hereinafter referred to as "**Contract Agreement**") is made and entered into this ___day of ____ month of 2021 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

Sd/-
(Head Proc)

Sd/-
(Registrar)

Sd/-
(Financial Advisor)

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 Honorarium 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 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.*]

Sd/-
(Head Proc)

Sd/-
(Registrar)

Sd/-
(Financial Advisor)

2.2 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.

2.3 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. _____

2. _____

Sd/-
(Head Proc)

Sd/-
(Registrar)

Sd/-
(Financial Advisor)

NOW THIS DEED OF INDEMINITY WITNESSETH :

That pursuant to the said agreement and pursuant to the contract, due and each of them both in their individual capacity agrees to indemnify and keep indemnified the Institute against all costs, charges allowance contribution expenses claims amount that the institute may suffer or on account of the payment of Minimum wages, Special allowances and house rent allowance contributions with respect to ESIS, BONUS and PF for which the employees of the Agency are otherwise entitled.

The Agency shall be solely responsible for all statutory payments to its employees / labour under all relevant statutes for the purposes of this Agreement. Further the Agency shall keep YASHADA effectually indemnified against all claims for compensation under the provisions of any law for the time being in force / brought in to force, by or in respect of any workman deployed by the Agency directly or indirectly in carrying out the obligations under the contract and against all costs and expenditures incurred by YASHADA in connection therewith. YASHADA shall be entitled to deduct or otherwise recover from his dues, any amount from all the money payable by YASHADA to the Agency on any account by way of compensation as aforesaid or of any other nature and costs or expenses in connection with any claim thereto. For this purpose this indemnity bond is being executed by the Agency in favour of YASHADA as Principal Employer before commencement of work under this Agreement. The Agency shall also keep YASHADA as Principal Employer 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 under any law that may be / may become effectible. The Agency would also ensure that its activities do not in any manner disturb officials, participants and campus residents of YASHADA and also do not damage any assets of YASHADA.

Sd/-
(Head Proc)

Sd/-
(Registrar)

Sd/-
(Financial Advisor)

IN WITNESS WHEREOF, The parties have put their hands THIS Indemnity Bond the day and date first here in above mentioned.

PUNE : 00/00/2021

WITNESS

Mr. ----- (General Manager)

M/s. ----- Ltd.

REGD. OFFICE : ----Address-----

(-----)

Head, Department / Cell

(-----)

Registrar

Yashwantrao Chavan Academy of Development Administration, Raj Bhavan Complex,
Pune - 411 007.

(Mr.-----)

Accounts Officer

Sd/-
(Head Proc)

Sd/-
(Registrar)

Sd/-
(Financial Advisor)