



E-TENDER NOTICE

YASHWANTRAO CHAVAN ACADEMY OF DEVELOPMENT ADMINISTRATION
Raj Bhavan Complex, Baner Road, Pune 411 007.
Phone No. (020) 25608230, 25608238 &25608159 Fax No. (020) 25608100.



ई-निविदा सूचना

यशवंतराव चव्हाण विकास प्रशासन प्रबोधिनी (यशदा)

राजभवन आवार, बाणेर रस्ता, पुणे 411 007.

फोन नं. (020) 25608230 / 25608238/ 25608159

फॅक्स नं. (020) 25608100

यशदा मधील वाहन चालकांची सेवा पुरवणे (सन २०२१-२३ या कालावधीसाठी) कामाच्या निविदा मा.महासंचालक, यशदा यांचे वतीने सदर कामांचा अनुभव असलेल्या कंत्राटदाराकडून ई-निविदा पद्धतीने मागवण्यात येत आहेत. कामाची अंदाजित किंमत रु. ३५,००,०००/- (रूपये पस्तीस लाख फक्त) असून बयाणा रक्कम रूपये ५५,०००/- (रूपये पंचावन्न हजार फक्त) आहे. कोऱ्या ई-निविदा दि.१७/०९/२०२१ ते ०१/१०/२०२१ रु. ३,३००/- (रूपये तीन हजार तीनशे फक्त) ची निविदा विक्री किंमत भरून www.mahatenders.gov.in या संकेतस्थळावरून डाउनलोड करता येतील. वरील कामांची निविदा सूचना व पूर्ण माहिती यशदाच्या www.yashada.org या संकेतस्थळावर उपलब्ध आहे. यशदा कडे प्राप्त झालेल्या ई-निविदा दि. ०४/१०/२०२१ रोजी दुपारी ०३ वाजता उघडण्यात येतील.

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

**RAJ BHAVAN COMPLEX, BANER ROAD
PUNE 411007**

फोन नं. (020) 25608123/8120/8175/8159 फॅक्स नं. (020) 25608100

E-TENDER PAPERS

**E-Tender for selection of Agency for providing Driving Services to
YASHADA, Pune
for the years 2021-2023**

1. Estimated Tender Cost	Rs. 35,00,000/-
2. Performance Security Deposit	@ of 3% of Accepted Cost
3. Earnest Money Deposit (Refundable)	Rs. 55,000/-
4. Cost of Tender Form (Non-refundable)	Rs. 3300/-
5. Date of Upload e-Tender Form	17/09/2021 To 01/10/2021
6. Pre-bid Meeting	21/09/2021 at 11.00 a.m.
7. Last Date of Submission of Tender	01/10/2021 up to 15.00 p.m.
8. Date & Time of Opening of Tender	04/10/2021 at 15.00 p.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 (**Annexure-A**)

INSTRUCTIONS

YASHWANTRAO CHAVAN ACADEMY OF DEVELOPMENT ADMINISTRATION (YASHADA)

RAJBHAWAN COMPLEX, BANER ROAD
PUNE 411007

1. E-TENDER NOTICE

Online e-tenders are invited for providing Agency for providing Driving Services to YASHADA, from Driving Services Provider Agency in the form of e-tenders up to **3.00 pm on or before 01/10/2021**. Blank e-tenders can be downloaded from <https://mahatenders.gov.in> upto **3.00 pm on or before 01/10/2021**, on payment of Rs. 3,300/- (Three Thousand Three Hundred Only) as cost of tender form through online on respective e-tender portal.

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

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

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

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

**Director General
YASHADA, Pune**

BRIEF SUMMARY OF THE ENQUIRY

- 1.1 Tenders are invited for providing Driving Services Providing Personnel to YASHADA from **Driving Services** provider agency complying with all the terms conditions prescribed in tender document. The qualifications, Experience, and the details of Driving Services personnel required is as per **ANNEXURE-I**.
- 1.2 The tender document will be available on <https://mahatenders.gov.in> from **17/09/2021 to 01/10/2021** also view access only will be available on YASHADA website i.e. www.yashada.org
- 1.3 The tender fee amounting Rs. 3300/- (Rupees Three Thousand Three Hundred only) & Earnest Money Deposit Rs. 55000/- (Rupees Fifty Five Thousand only) can be paid online on respective e-tender portal & the scanned copy of the challan has to be attached as a part of technical bid.
- 1.4 Last date of receipt of tenders will be **01/10/2021 up to 3.00 PM**. The tenders received thereafter will not be considered. The tenders received within specified time shall be **opened on 04/10/2021 at 3.00 PM**.
- 1.5 If any technical difficulties arise while filing up e-tender, please contact on toll free No. 1800 3070 2232 at NIC.
- 1.6 The Tenders received by post /courier/by hand and by any other way other than specified will not be accepted.
- 1.7 **Pre-bid tender meeting:-**

Pre-bid meeting will be held on **21/09/2021 at 11.00 a.m.** at YASHADA, Pune. Interested bidders shall attend this meeting. Queries raised will be clarified in the meeting and minutes of pre-bid meeting will be uploaded on <https://mahatenders.gov.in> and YASHADA website www.yashada.org. The minutes of pre-bid meeting will form as part of this tender. No query thereafter would be entertained.

TENDER CONDITIONS

- 2.0 The bidders should submit in all respects their complete bids online on <https://mahatenders.gov.in>
- 2.1 Technical offer (envelope No.1) shall be opened first. The Financial Offer (Envelope No. 2) of those bidders whose Technical Bid is found complete and valid in all respect shall be qualified for Opening of Financial Bid.
- 2.2 Tender offers received shall be opened in presence of Authorized Officials of YASHADA and the bidders who choose to remain present. If any of the required papers / certificates as specified in the Tender are not included or not in proper order, the offer will be disqualified without providing any clarification in this regard and envelope No.2 shall not be opened.
- 2.3 Bids submitted by post/ will not be accepted or Incomplete bid/s or bid/s submitted after the date & time of closure of the tender will not be entertained.
- 2.4 The Director General reserves the right to reject one or all tenders without giving any reasons.
- 2.5 Bidders should quote its rate of administration charges in the Envelope NO.2 (Financial Bid) **Annexure A**.
- 2.6 The turnover certificate from CA (Chartered Accountant) for any continuous three years during the financial years from (2017-18, 2018-19, 2019-20 & 2020-21) showing minimum turnover not less than Rupees 50 Lakhs every year in respect of Driving Services work As per Annexure -B. Copy of audited Balance Sheet will not be considered.
- 2.7 For all purposes of disputes arising during day to day functioning, indiscipline or any other administrative situations, YASHADA reserves the right to take a decision and finalize the issue. The decision of the Director General, YASHADA shall be final, in all such cases and no other recourse shall be operative.
- 2.8 The bidder should provide skilled and experienced services provider personnel required for providing satisfactory and effective Driving Services. The bidder should have enough credentials and experience of having provided such Driving Services personnel to Govt. of Maharashtra Dept. / Undertakings and large organizations.
- 2.9 Offers should be valid for 2 years from the date of award the contract or any extension order given on mutual agreement.

- 2.10 The Tender Document will be available on <https://mahatender.gov.in> from 17/09/2021 to 01/10/2021.
- 2.11 Offers Should be Valid For 120 days from the date of opening of the price bid.
- 2.12 Cost of bid will be borne by the bidder.
- 2.13 Exemption of Bid Fees & EMD :

The Bidders those, have registered under Small-scale & Micro Small-scale Industries are eligible for the exemption from Bid fee & Earnest money Deposit (EMD) & Security deposit as per Govt. of Maharashtra, Industries Dept. GR क्रमांक : २०१४/प्र.क्र.८२/भाग-III/उद्योग - ४, दिनांक ०१/१२/२०१६ rule no. 3.1.2.1 and 4.6.

ENVELOPE NO.1 (Technical Bid)

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 / out rightly 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.

- 3.1 Proof regarding submission of tender fee and EMD online i.e. Challan copy needs to be uploaded.
- 3.2 Latest License under Shop and Establishment Act and if the agency is a Company / Firm / Agency then registration Certificate under Companies Act, or Partnership firm registered under Indian Partnership Act or Proprietary concern and should be in existence since the last three financial years. Submit relevant documents.
- 3.3 Registration Certificate under Contract Labour (Regulation & Abolition) Act, 1972.
- 3.4 The Company / Firm / Agency registration certificate under Goods and Service Tax Act (GST) for providing Driving Services Providing Personnel.
- 3.5 The Company / Firm / Agency registration certificate under Employees Provident Fund Act.
- 3.6 The Company / Firm / Agency registration certificate under Employee State Insurance Act.
- 3.7 The Company / Firm / Agency PAN Card / TAN / TIN number.
- 3.8 Copy of Profession Tax Registration Certificate.
- 3.9 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 -C**.
- 3.10 Company/ Firm / Agency should submit self-declaration that there is no case pending with the police/ court of law against the company/ firm / Agency.

- 3.11 Experience Certificates of having provided Driving Services providing personnel 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 enclosed if experience certificate is not issued by concerned institute the bidder should submit self undertaking regarding work Completion along with work order. The Experience certificate of having provided Driving Services to big Govt./Public Ltd. Company's establishments or any other big establishment for any three continuous complete years namely 2017-18, 2018-19, 2019-20 and 2020-21 without any break in this period is to be enclosed.
- 3.12 The turnover certificate from CA (Chartered Accountant) for any continuous three years during the financial years (2017-18, 2018-19, 2019-20 & 2020-21) showing minimum turnover not less than Rupees fifty lakhs every year in respect of Driving Services work in Annexure -B.. Copy of audited Balance Sheet will not be considered
- 3.13 Duly signed declaration as regards acceptance of terms and conditions on Company/ Firm / Agency letter head, as per **Annexure -D** should be submitted.
- 3.14 List of clients.
- 3.15 Personal and bank details of the Company / Firm / Agency for RTGS purpose as per **Annexure- E**.

3.16 Envelope No. II (Price Bid)

The bidder should quote his offer through Envelope No. II. Price Bid as per **Annexure-A**. The bidder should not quote his offer anywhere directly or indirectly. Conditional bid will not be accepted. The rates quoted should be excluding GST & inclusive of other Levies, Duties Etc. Envelope No. II price bid of technically qualified bidder shall be opened.

3.17 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 -A**

Terms and Conditions

- 4 General Conditions
- 4.0 The Bidder should supply the Driving Services personnel as mentioned in **ANNEXURE-I**
- 4.1 The contract will initially be valid for two years. Statutory compliances shall and would be as per The Minimum Wages Act 1948. The payment will be released by YASHADA as stipulated in **Annexure II** herein enclosed, within the payment timeline. The Agency shall not be entitled to raise any demand imposing additional financial burden on YASHADA on any count, excluding payment of arrears if any in terms of **Annexure II**. The successful bidder shall be referred to in this document for the purposes of this contract as 'Agency'.
- 4.2 The Agency shall obtain all necessary permits / licenses for running the establishment from statutory authorities such as Municipal Corporation, other Local Authorities, State / Central / Govt. Department, Labour Department, etc. at its own cost. YASHADA shall not be held responsible for any breach of these rules and regulations by the Agency.
- 4.3 Agency shall not transfer or assign or share benefits of this Agreement to or with anyone. Any such violation shall render the agreement to be cancelled at the risk and cost of the successful bidders.
- 4.4 The Agency should provide appropriate minimum Driving Services personnel including experienced Employee at all times during currency of the contract under this tender.
- 4.5 A minimum penalty of Rs.1000/- per violation /per occasion will be levied on the Agency for intermittent service failure or any lapse in service on the part of the Agency and / or its services providers. The fine shall be imposed in such cases, by the Director General, YASHADA.
- 4.6 The Agency shall be fully responsible for the articles / items kept in the area covered by the Driving Services Supply contract.

- 4.7 The agency shall at all times keep YASHADA effectually indemnified against all actions, suits, proceedings, losses, costs, damages, loss of life of or by Driving Services personnel, 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 Services provider personnel deployed by the Agency in carrying out the obligations under the contract and against all costs and expenditure incurred by YASHADA in connection there with. YASHADA shall be entitled to deduct any amount due from all money payable to the agency by way of compensation as aforesaid or of any other nature and costs and expenses in connection with any claim thereto. For this purpose an Indemnity Bond will have to be executed by the Agency, before commencement of services.
- 4.8 In case, there arises any dispute regarding interpretation of any clause or term of this agreement and any related document the decision of the Director General, YASHADA, will be final and binding on both the parties.
- 4.9 The Agency shall co-operate with other agencies on the campus while performing their duties.
- 4.10 All the Employee deployed by the Agency at YASHADA shall abide by the disciplinary procedures, rules and regulations laid down by YASHADA from time to time
- 4.11 The Agency shall ensure that it fully complies with and observes 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 Provision Act, the ESI Act and such other statutory enactments rules and regulations laid down by the Govt. or local body in force compliance or violation thereof shall be the Agency's sole responsibility and subsequent amendments thereof. For this purpose the Agency shall submit Monthly Statutory Compliances Report duly certified by the Authorized Representatives of YASHADA (Registrar, YASHADA) in the form given as **Annexure II**. 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 driving services provider's personnel deployed at YASHADA.
- 4.12 The Driving services provider personnel deployed by the Agency shall be Agency's own Employees under their exclusive management, supervision and control and YASHADA shall, in no way, be responsible or liable for their legally due

compensation. (wages, salaries, bonus, gratuity or any other allowance, leave salary, wages for holidays or any compensation notice pay etc).

- 4.13 YASHADA shall not accept and entertain any claim in the event of the Agency's services provider personnel sustaining any injury, damage or loss either to Driving Services provider personnel or property either inside or outside the Academy premises. It shall be the sole responsibility of the successful Agency to repay all such expenses in respect of claims arising out of conduct of either due to or on account of Agency's driving services providers personnel. The successful Agency shall provide necessary ESI or Insurance cover to his all services providers personnel under Workmen's Compensation Act under intimation to YASHADA.
- 4.14 The Agency shall regularly make payment of contribution to the Provident Fund, family Pension, Employees State Insurance Corporation, Deposit Linked Insurance Scheme and all other statutory dues that may become due or payable by the Agency for the driving services providers personnel deployed by them and maintain all such records as may be statutorily required and produce the same to the concerned officer of 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 challans in respect of services providers personnel deployed at YASHADA. If the Agency fails to submit all documents along with the monthly bills YASHADA shall have a right to withhold payment of monthly bill until total satisfaction with regard to compliance by the Agency as per **Annexure II**.
- 4.15 A complete list of Driving Services provider personnel along with their bio-data photographs, proof of residence, etc should be submitted to the Registrar/Deputy Registrar of YASHADA before they are deployed. Changes should be informed to the Registrar/Deputy Registrar forthwith when they take place.
- 4.16 On receipt of Demand for Driving Services provider personnel from YASHADA the agency shall ensure that they provide the required Driving Services provider personnel within 8 days. YASHADA officials shall screen the Driving Services providers personnel deputed by the agency. Only if the Driving Services providers personnel is found suitable by YASHADA the agency will be instructed to join services of such required Driving Services provider personnel. The date of deployment of the selected Driving Services provider personnel will be duly intimated to the Agency and accordingly the required payment will be made to the agency.
- 4.17 The Services of Driving Services provider personnel can be terminated at once without any notice or any reason thereof. The termination of such services shall be the sole discretion of the Director General of YASHADA.

- 4.18 The Agency shall pay its driving services providers personnel in their specified bank account for salary every month or part thereof under intimation to YASHADA, in any of the Nationalized Banks at Pune on or before 7th day of every month in their specified bank account for salary, every month or part thereof under intimation to Yashada.
- 4.19 All Driving Services provider Personnel deployed by the Agency shall at all times be medically fit. The medical examination of all the Driving Services provider personnel deployed should be done by the Agency once in a year at the cost of the Agency. The agency shall provide such certificates to YASHADA.
- 4.20 The Employee/ staff of the Agency will have nothing to do with the YASHADA and shall have no presumptive or any kind of 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 Driving Services provider personnel under intimation to YASHADA.
- 4.21 In case of the Driving Services provider personnel engaged by the Agency have any grievances, they will take up the same with the Agency without creating any disturbance on the campus of YASHADA. If the Agency's Driving Services provider personnel resort to any agitations resulting in 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 will also be construed as breach of contract rendering the Agency liable for such action as may be deemed necessary. Under no circumstances, agitational means are to be resorted to by workers of the Agency in the YASHADA premises or with reference to YASHADA by name or in any other manner whatsoever. On expiry of the contract the Agency undertakes to vacate the premises without hesitation and murmur, in peace with all their Driving Services provider personnel without creating any disturbance. The Agency will be solely responsible if the Driving Services provider personnel engaged by it misbehave or create disciplinary or law and order problems in the premises of YASHADA.
- 4.22 If the course of execution of this contract by the Agency any minor or major damage is caused by the Agency or its Driving Services provider personnel to the persons or property of YASHADA after joint inspection by "YASHADA" and the "Contractor" any claims arising there from 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 contractor agrees to undertake and indemnify YASHADA against all such claims.
- 4.23 All the Driving Services provider personnel are liable for security checks from time to time as VIPs will be on constant visits to YASHADA premises.
- 4.24 Before deploying Driving Services provider personnel for services in YASHADA the agency should obtain police verification report of concerned candidate at agency's cost.

- 4.25 Heavy Vehicle shall be used as and when required and the allowance for driving heavy vehicle shall be paid on pro rata basis depending on deployment of driving services providing personnel.
- 4.26 YASHADA's vehicles insured with Directorate of Insurance, Maharashtra State, Mumbai under "Private Car- Package policy insurance"

The limits of liability will be applicable under this policy as follows.

- i) Under Section II-1(i) of the policy Death of or bodily injury. Such amount as is necessary to meet their requirements of the motor vehicle Act 1988.
- ii) Under Section II-1(ii) of the policy- damage to third parti/agency is Rs.7.5 lakhs P.A. cover under Section III for Owner-Driver is Rs 2 lakhs.

However the above provision of insurance cover does not discharge the Agency from its obligations stated at Clause No 4.13

5.0 Legal Compliance

- 5.1 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/Fixed Deposit Receipts issued by the Nationalize Bank assigned to Director General, YASHADA. The security deposit shall be refunded only after satisfactory execution and completion of the contract without any interest. If the successful agency fails to deposit security deposit within 15 days, EMD will be forfeited. In case of such default YASHADA reserves the right to take appropriate action including blacklisting the bidder.
- 5.2 YASHADA shall have a right to withhold the payment of monthly bill in case the Agency fails to produce the proof of the payments made by them to the driving services providers personnel deployed by them and the statutory compliance as mentioned in the said **Annexure-II**. The Agency shall in no case, withhold the payments due to their driving services providers personnel 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 driving services providers personnel on or before 7th Day of the succeeding month through Bank.
- 5.3 The successful Agency will be required to execute an agreement with YASHADA within the period specified in the award letter. This agreement will have to be executed on stamp paper as per government norms. The agreement will have to be registered with concerned government authority at the cost of agency. In case the successful agency fails to enter into the agreement with YASHADA within the specified date mentioned in the award letter, the Security Deposit deposited by such Agency shall stand forfeited without giving any further notice. In case of

such default YASHADA reserves the right to take appropriate action including blacklisting the bidder.

5.4 In case of Breach of Contract, YASHADA reserves the right to take appropriate action including blacklisting the agency.

6.0 RISK & PURCHASES

In case of failure of the agency to provide satisfactory service YASHADA reserve the right to get the Driving Services work done from any other agency at the risk & cost of the agency. Any additional expenditure for work done from any other agency shall stand recoverable from the agency.

7.0 Terms of payments

- 7.1** The administrative charges accepted by YASHADA shall be payable to the Agency after submission of proof of payment of wages paid to the driving services provider personnel engaged, subject to statutory deductions.
- 7.2** The consolidated wages paid by Agency to driving services provider personnel deployed in YASHADA as per rates prescribed in Annexure A-1 and as may be prescribed from time to time which will be reimbursed to agency by YASHADA. The entire financial liability in respect of driving services provider personnel services deployed in YASHADA shall be that of the Agency and YASHADA will in no way be liable. It will be the responsibility of the Agency to pay to the driving services provider personnel deployed a sum not less than the rates prescribed in Annexure A-1.
- 7.3** The Agency shall submit the monthly bill every month in triplicate enclosing the certificates as mentioned in succeeding paras and Annexure -II which shall be got duly certified by the officer in-charge and the same shall be paid in a period of seven working days if it is duly complied, after making recovery if any. The payment will be made on pro-rata basis whatever the amount comes to after necessary deduction in terms of non-permissible absence of the driving services provider personnel.
- 7.4** The Agency shall make regular and full payment of legally due remuneration and other payments as due to its Driving Services provider personnel deployed under service contract and furnish necessary proof whenever required. The payment of remuneration to Driving Services provider personnel by the Agency would be made on or before 7th of every month. In case 7th day being a holiday wages should be paid on the next working day of the month.
- 7.5** The Agency will ensure the remittance of the wages to the Driving Services provider personnel deployed by them in YASHADA through Bank Account and proof thereof will be furnished to YASHADA every month along with the bills.
- 7.6** Proof of Challan / Receipt deposited with the Regional Provident Fund Commissioner and ESI Office for the payment made towards applicable provident fund, ESIC for the previous month shall be submitted while claiming the bill for the current month. In the absence of the proof, the bill will not be processed and paid.
- 7.7** Proof of Goods and Service Tax (GST) deposited with the concerned authority of the previous month shall be submitted with the bill by agency which will be reimbursed to agency by YASHADA in the regular bills.
- 7.8** The Agency shall submit after every twelve month period for every twelve months period, a certificate signed by Chartered Accountant certifying fulfillment of all Statutory Obligations related to Driving Services provider personnel deployed by Agency at YASHADA during the previous twelve month

period including payment to Driving Services provider personnel deployed at YASHADA lumpsum remuneration as per Annexure I (Not less than 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 twelve month period. This certificate shall be mandatorily provided with the last bill of the contract period including extension, if any.

8.0 TERMINATION

- 8.1 In case YASHADA desires to terminate the contract within the continuance of contract period YASHADA will be required to give Sixty days prior notice to the agency. In case the Agency desires to terminate the contract within the continuance of contract period, Agency will be required to give three months prior notice to YASHADA. During the course of this agreement the agency on completion / termination of contract will peacefully vacate the premises after repairing the premises wherever necessary within a period of 30 days notice in writing by Yashada. For this purpose YASHADA shall be the sole judge to decide whether the performance of the Agency is satisfactory or not and such decision of the Director General of YASHADA shall be final, conclusive and binding on the Agency and the Agency shall not be entitled to any compensation in this regard. Furthermore if on account of non- renewal of this contract the agency has to terminate its driving services provider personnel then it shall be the responsibility of the Agency to pay the legal dues to its driving services provider personnel. In the event of non-compliance of legal provisions or non-payment of legal dues the Agency itself shall be solely liable for all the costs and consequences.
- 8.2 The Agency expressly agrees and accepts that on termination of this contract for reasons as provided in the contract, the Agency shall vacate the premises of YASHADA along with its personnel and hand over the possession of the entire property of YASHADA without any hesitation and murmur to YASHADA. In case of failure of the Agency or its driving services provider personnel to do so YASHADA shall have the right to get the premises vacated by resorting to coercive measures and adopt such course as may be deemed necessary and appropriate.
- 8.3 **Settlement of Disputes**
All disputes or differences of any kind whatsoever that may arise between the YASHADA, and the successful bidder in connection with or arising out of the contract or subject matter thereof, whether during the progress of contract or after its completion shall be settled as under:

8.4 Mutual Settlement

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

8.5 Settlement through Court

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

8.6 Jurisdiction of Courts

Jurisdiction of courts for dispute resolution shall be PUNE only.

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Annexure - B

(To be scanned and uploaded in technical Envelope)

(Printed on letter head)

(Turnover for any three continuous Financial Years out of the Four)

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 Driving Services providing personnel, and it is as mentioned below; and that it is correct.

Sr. No.	Description	F.Y.2017-18 Rs. (both, in figures and words)	F.Y.2018-19 Rs.(both, in figures and words)	F.Y.2019-20 Rs. (both, in figures and words)	F.Y.2020-21 Rs. (both, in figures and words)
1.	Annual Turnover in respect of supply of Driving Services providing personnel				

Place:-

Date:-

Name, Address, Signature and
Seal of the Chartered Accountant

Annexure-C

(To be scanned and uploaded in technical Envelope)

(Printed on letterhead)

Self-Declaration regarding not being blacklisted

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

Date: _____

Place: _____

Name _____

Designation _____

Address: _____

Seal _____

Annexure -D

(To be scanned and uploaded in technical Envelope)

(Printed on letterhead)

SELF DECLARATION

6.1. Declaration as regards acceptance of terms and conditions of contract

1. I Shri. /Smt. _____ Proprietor /Director /authorized signatory of the Company/Firm/Agency M/s -----
--- am competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3. The information/documents furnished along with the tender are true and authentic to the best of my knowledge and belief. I / We, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage, besides the liabilities towards prosecution under appropriate law.

(Signature of Authorized Person)

Date: _____

Place: _____

Name _____

Designation _____

Address: _____

Seal _____

Annexure- E

(To be scanned and uploaded in technical Envelope)

Personal & Bank Details for RTGS

All columns are mandatory

Sr .No.	Driving Services provider Agency's Personal and Bank Details	
1.	NAME OF THE COMPITANT 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.	

(Signature of Authorized Person)

Date: _____

Place: _____

Name _____

Designation _____

Address: _____

Seal _____

ANNEXURE I

SCHEDULE FOR DRIVING SERVICES WORK

N O	Type of Vehicle	QUALIFICATION & EXPERIENCE & JOB PROFILE of Driving Services Provider Personnel	APPROXIMATE QUANTITY
A	Heavy Motor Vehicle	<p>a) Must possess a valid license of Transport Vehicle (heavy) under Motor Vehicle Act 1988.</p> <p>b) Must have passed at least VIII std & must be knowing Marathi & Hindi language.</p> <p>c) Must have good physique & knowledge of geographical territories. Driving Services provider personnel having Public service Vehicle badge will be preferred.</p> <p>d) Driving Services provider personnel having Ex-servicemen qualification will be preferred for Heavy Vehicle.</p> <p>e) HMV Driving Services provider personnel must have minimum 05 years experience of driving VOLVO / SIMILAR bus - IMP condition.</p>	01
B	Light Motor Vehicles	<p>a) Must possess a valid license of Transport Vehicle (light) under Motor Vehicle Act 1988.</p> <p>b) Must have passed at least VIII std & must be knowing Marathi & Hindi language.</p> <p>c) Must have good physique & knowledge of geographical territories. Driving Services personnel having Public service Vehicle badge will be preferred.</p> <p>d) LMV Driving Services provider personnel must have at least 3 years experience in driving a Transport Vehicle (light) Must have good knowledge to attend to minor repairs.</p> <p>e) Driving Services provider personnel having Ex-servicemen qualification will be preferred .</p>	04

Note :01. The Driving Services personnel requirement may fluctuate from time to time and relocation of Driving Services personnel would vary as per Administrative requirement.

□□□□□□□□□□□□□□

ANNEXURE- II

Monthly Certificate of Compliance of Statutory Obligations by the Contractor

From: - W.C. No.....

For the Month of.....

1. Has the Attendance Muster Cum Wage Register of Driving Services providers personnel engaged during the month, duly signed by the individual employees and countersigned by the Representative of the Company?
Yes / No
2. No of man-days worked. (Verified with Attendance Muster Cum Wage Register)
Yes / No
3. Minimum Number of Driving Services providers personnel employed on any working day during the month (Verified with Attendance Muster Cum Wage register)
Yes / No
4. Have all Driving Services providers been paid wages, as per earlier bills. Special Allowance and HRA at rates, not lesser than the minimum rates prescribed by the Government under relevant enactments? (Verified with Attendance Muster Cum Wage Register)
Yes / No
5. Have all the Driving Services providers personnel been extended coverage of PF /EPF/ESIS as per the eligibility under PF Act?
Yes / No
6. Are appropriate deductions made towards Professional Tax and Income Tax from the Salary Wages paid? (Verified with Attendance Muster Cum Wage register)
Yes / No
7. Are all deductions effected from the Salary / Wages are as per provisions of the Payment of Wages Act? (Verified with Attendance Muster Cum Wage register)
Yes / No
8. Are following Registers required under provisions of various statutes maintained up to date in the prescribed format, kept available the premises of the Company for the Inspection of any Statutory Authority on demand.
Yes / No

- a) Register of Driving Services providers personnel Employed by Agency.
- b) Muster Roll
- c) Register of Wages
- d) Register of Deduction
- e) Register of OT
- f) Register of Fines
- g) Register of Advances

9. The licenses under the provisions of Contractor labour (R & A) Act has been obtained / renewed and kept operative. The half yearly / yearly returns are submitted in time to the Authority under the Act. (Attach Xerox Copy)

Yes / No

(Signature of the Contractor)

(Signature of Registrar)
After verification of the above list

Annexure A

ENVELOPE NO.2 (Price Bid)

1	Name and Address of the Bidder	
2	Name of Individual / Company designation of the Driving Services provider signing the Tender	

2 Rate Offer

Sl.	Description of Service	Administrative charges In Rupees Per Driving Services provider personnel Per Month in Rupees Figures & Words (Excluding GST)
1	Driving Services provider personnel for 1 HMV As Per Annexure -I (A)	
2	Driving Services provider personnel for 4 LMV As Per Annexure -I (B)	

Note :-

1. The Administrative charges will be paid to the successful bidder on the basis of services provided for a month on pro-rata basis.

2. The Bidder should quote its Administrative charges in view of Annexure A-2 considering expenses for Uniform, I card, Medical examination, Police verification etc.

Date :-

(Name of the tenderer)
Authorized Signatory
(Stamp of the Firm).

**Driving Services provider personnel Detailed Remuneration Amount
(Annexure - A - 1)**

		For HMV	For LMV
A	SALARY		
1	BASIC (Min. WAGES)	5700	5500
2	VDA (Special allowance)	5885	5885
3	Total (Basic + DA) (A)	11585.00	11385.00
4	HRA @5% OF(BASIC +DA)	579.25	569.25
5	LEAVE & N.H. WAGES (Sr.No.3/26*29/12)	1076.81	1058.22
	SUB TOTAL(B)	13241.06	13012.47
B	STATUTORY COMPLIANCES		
6	EPF 13% of Sub Total (A)	1506.05	1480.05
7	BONUS((BASIC +DA)*8.33%)	965.03	948.37
8	ESI 3.25% of (B)	430.33	422.91
9	MAHARASHTRA LABOUR WELFARE FUND	6.00	6.00
10	SUB TOTAL (C)	2907.41	2857.33
11	TOTAL D (B+C)	16148.47	15869.8
12	MANAGEMENT FEE	0	0
13	MONTHLY WAGES /Total Salary	16148.47	15869.8

Note :-

01. The administrative charges accepted by Yashada shall be payable to the Agency after submission of proof of payment of lumpsum amount as per Minimum Wages ACT and other statutory payments made to the driving services providers personnel engaged subject to statutory deductions.

02. The consolidated wages paid by Agency to Driving Services provider personnel deployed in YASHADA as per rates prescribed in Annexure A-1 and as may be prescribed from time to time which will be reimbursed to agency by YASHADA. The entire financial liability in respect of Driving Services provider personnel deployed in YASHADA shall be that of the Agency and YASHADA will in no way be liable. It will be the responsibility of the Agency to pay to the Driving Services provider personnel deployed a sum not less than the rates prescribed in Annexure A-1.

03. Above Rate are as per current Minimum Wage Structure as per minimum wages act. In case of changes in wage structure by, It will be made applicable. The rates of Special allowance (VDA) shall vary as per the Notification issued by the Govt. of Maharashtra from time to time.

04. Overtime is to be paid by agency as per rule and will be reimbursed by YASHADA.

05. The rates quoted above include all payments and allowances with duties, fees, rates, and levies, levied by Central Government or State Government and any local authorities, Without GST.

06. The wages paid by the agency to its driving services providers personnel /labour will be strictly in accordance with the minimum wages act and all such relevant statutes. The Rate shall remain unchanged except a change which might occur on account of changes in Variable Dearness Allowances (VDA special Allowance) and wage structure declared by State /Central govt. The agency shall pay to its services providers personnel in Bank specified by YASHADA or any nationalized bank in Pune.

07. In Case there is a change in GST (Goods Service Tax) rates, it will be applicable to both the successful bidder & YASHADA and payment will be made accordingly.

08. Labour Welfare fund will be paid as applicable.

09. GST will be paid as applicable.

Monthly Wage Structure-Annexure 'A-2'
Minimum Wages for Zone No.I

Sr. No	Particulars	Payment Timeline	Terms And Conditions
1	Basic	Monthly	Minimum Wages Shall be Paid as per application rates. On Receipt of Notification regarding revision in Basic wages/Special Allowances (VDA) from the labour Department, the revised rates will be made applicable with effect from the implementation date. Minimum wages shall be defined under in section (4) of The Minimum wages Act 1948.
2.	Spl. Allowance (VDA)	Monthly	
3.	Total Minimum Wages (1+2)	Monthly	
4	HRA 5% of Total Minimum wages	Monthly	HRA: It is applicable only if establishment is engaging 50 or more workers on the basis of Basic + DA.

B) Statutory Compliance: In addition to the above, the following Statutory Compliance payment shall be made by the Yashada subject to the Teams And Conditions Mentioned aforesaid.

1	P.F (13%) of total min. Wages	Monthly	If Monthly minimum wages are less than Rs.15000/-P.M then liable for deduction of P.F
2.	ESI (3.25%)	Monthly	ESI is applicable if Total Emoluments are below Rs.21000/- Per month.
3.	Leave with wages	Yearly (on Reimbursement Basis)	As per the Bombay Shop & Establishment Act 1948 as per section (35). 21+8 National Holidays days leave is addmissible in a Year and accumulate upto 42 days.
4.	Bonus (Ex-gratia Payment) (8.33%) of total Minimum wages	Yearly (on Reimbursement Basis) on Submission of proof of such payment to the concerned employee	After Completing one year continuous service and required qualifying service in minimum 30 days.
5.	Labour Welfare Fund	Six Monthly	Applicable if more than five workers are working in the establishment
6.	Goods Service Tax	Monthly	GST will be paid as per the

	(GST) & Other All Statutory Taxes		applicable rates and declared by the Central Govt. From time to Time.
7.	Administrative charges.	Monthly	The Bidder should quote its Administrative charges in view of Annexure A-2 considering expenses for Uniform, I card, Medical examination, Police verification etc.

(Name of the Bidder)
Authorized Signatory
(Stamp of the Firm).