



YASHWANTRAO CHAVAN ACADEMY OF DEVELOPMENT ADMINISTRATION
Rajbhavan Complex, Baner Road, Pune – 411 007.

Phone No. (020) 25608408 / 25608268

TENDER PAPERS

For Two Years 2021 - 2023

Tender for Expression of interest for

**Providing Repair and Civil / Electrical Maintenance and skilled/
unskilled labour Services in the campus for Two Year period**

COST OF TENDER FORM : Rs. 1000/- (Non Refundable)

EARNEST MONEY : Rs. 25,000/-(Refundable)

SECURITY DEPOSIT : 5 % of the billing value

E-TENDER SUBMISSION PERIOD : 11/11/2021 (9:30 AM) TO 03/12/2021 (3:00 PM)

PRE-BID MEETING : 16/11/2021(3:00 PM)

DATE OF TECHNICAL BID OPNING : 07/12/2021 (3:00 PM) If Possible

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NAME OF WORK

Providing Repair and Civil/ Electrical Maintenance and skilled/unskilled labour Services in the campus for Two Year period

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DETAILED TENDER NOTICE

YASHWANTRAO CHAVAN ACADEMY OF DEVELOPMENT ADMINISTRATION

Raj Bhavan Complex, Baner Road, Pune 411 007.

Phone No. (020) 25608408 / 25608268

Providing Repair and Civil/ Electrical Maintenance and skilled/unskilled labour Services in the campus for Two Year period

1.1 Online tenders are invited for the above work, from Contractors having experience of similar works for YASHADA and will be received in form of e-tenders up to 3.00 pm. On / before 03/12/2021. Tender can be downloaded from <https://mahatenders.gov.in> up to 3.00 pm. On / before 03/12/2021 . Tender is also available only for perusal on www.yashada.org

Cost of each blank tender form	: Rs. 1000/-
Time Limit	: 2 Years
Earnest Money	: Rs. 25,000/-
Security Deposit	: 5 % of the billing value
E-Tender Submission Period	: 11/11/2021 (9:30 AM) TO 03/12/2021 (3:00 PM)
Pre-Bid Meeting	: 16/11/2021(3:00 PM)
Tender Opening Date	: 07/12/2021 (3:00 PM) If Possible

1.2 Validity Period :

The offer of the Contractor shall remain valid for acceptance for a minimum period of **120 days** from the date of opening of Envelope No.2 (Main Tender) and thereafter until it is withdrawn by the Contractor by notice in writing duly addressed to the authority opening the tender and sent by Registered Post Acknowledgement Due.

1. The tender notice shall form a part of the contract agreement.
2. No JV allowed.
3. Right is reserved to revise or amend the contract documents fully or part thereof prior to the date notified or amended for the receipt of tender. Such deviations/amendments if any, shall be communicated in the form of corrigendum or by a letter as may be considered suitable.
4. Right is reserved by Director General, YASHADA to reject any or all tenders without assigning any reason thereof.
5. Tenders which do not full fill all or any conditions or are incomplete in any respect are liable to summary rejection.

2.0 BACKGROUND :

- 2.1 YASHADA Pune**, is the training institute of the Govt. of Maharashtra, and has been granted full autonomy since 1990. Today, it is functioning as an autonomous institute of Government of Maharashtra and is governed by Board of Governance (BOG). Presently, all the Civil/ Electrical works (including electrical) are handled by Estate Department YASHADA.
- 2.2** Institute is willing to identify an Efficient Service Provider who can take “**COMPLETE RESPONSIBILITY**” of all regular Civil/ Electrical Maintenance works and allied issues. The scope includes routine Civil/ Electrical maintenance of institute all campus , regular check up of water supply, drainage line, plumbing work, to each department, minor repair work etc. For carrying out the new Civil/ Electrical works (limited quantities), the rates shall be quoted by the agency. The rates shall be as per rates in the current SSR in case of works part and as per applicable minimum wages for labour contract part. The agency is requested to consider the market variation and quote accordingly. The purpose of this tender is to identify such service provider, fix up the unit rates of various required Civil/ Electrical works. The tender and contract is valid for two years and extension thereof.

For labour contractor responsibility shall be for consistently providing required manpower for the duration of work as per direction of Engineers in charges or HoD Estate. Needless to say, the institute looks forward for a **quality conscious agency** which has good record and reputation in the market, and which is handling such contracts at industries/institutes.

2.3 GENERAL

- 2.3.1 Time limit:** The work is to be completed within time limit as specified by Engineers in charges of HoD Estate which shall be reckoned from the date of written order of commencing the work and shall be inclusive of monsoon period.
- 2.3.2 Tender Rate:** No alteration in the form of tender and the schedule of tender and no additions in the scope or special stipulation shall be permitted. Amount quoted for the tender shall be taken as applicable to all leads and lifts.
- 2.3.3 Tender Units:** The tenderers should particularly note the unit mentioned in the Schedule “B” on which the rates are based. No change in the units shall be allowed. In the case of difference between rates written in figures and words, the correct rate will be the one, which is lower of the two.
- 2.3.4** The Income Tax TDS @ 2% or percentage in force from time to time or at the rate as intimated by the competent Income Tax authority and other statutory deductions shall be deducted from bill amount whether measured bill, advance payment or secured advance and other charges as per Government rules. GST TDS at applicable rules shall be deducted as and when applicable.

2.3.5 Pre-bid Meeting shall be held on the designated date. The Interested Bidders may attend the Pre Bid Meeting. Bidders may get their doubts cleared / obtain clarification from YASHADA. Minutes of the Pre Bid Meeting shall be uploaded onto the e-tendering portal and shall be available to all Bidders. The clarifications issued, corrigendum if any and the Minutes of the Pre Bid Meeting shall form part of the tender.

2.3.6 The bidder can apply for any part of the contract /as per schedule-B

3.0 EARNEST MONEY:

Earnest money of Rs. 25,000/- (In words -Twenty Thousand Only) & Tender Fee of Rs. 1000/- along with the tender should be drawn in form in favor of Director General YASHADA.

Notes:

- 3.1 Tender of those who do not deposit tender fee and/or earnest money (Online) shall be summarily rejected.
- 3.2 The amount of earnest money will be refunded to the unsuccessful tenderer on deciding about the acceptance or otherwise of the tender or on expiry of the validity period whichever is earlier.
In case of the successful tenderer, it will be refunded on his paying the security deposit and completing the tender documents or will be transferred towards a part of security deposit to be paid after awarding of the work. If successful tenderer does not pay the security deposit in the prescribed time limit and complete the agreement bond, his earnest money deposit will be forfeited to YASHADA.
- 3.3 Earnest money of the un-successful tenderers will be refunded on their application only after an intimation of rejection of their tender is sent to them or on the expiry of the validity period whichever is earlier.
- 3.4 If any technical difficulties arise while filling up e-tender, please contact on toll free No. 1800 3070 2232 at NIC. If any query in tender please contact on 020-25608409 in office hours.
- 3.5 Even though the tenderers meet the requirements, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.

AND / OR ON ACCOUNT OF

Record of poor performance such as abandoning the work, not properly completing the contract, inordinate delay in completion of work or litigation history or financial failures etc.

4.0 TENDERING PROCEDURE :

4.1 Technical Envelope .

The online envelope clearly marked as "**Technical Envelope**", shall contain the scanned copies of originals of following documents :-

- 4.1.1 Proof regarding submission of tender fee and EMD, online challan copies needs to be uploaded.

- 4.1.2 Certificate of registration Private Agency with Valid Shop Act License / Public Limited Company/ Government organization / Semi Government organizations / Partnership firm / Private Limited company / Contractor registered with PWD or Irrigation or MJP or CPWD , as applicable.
- 4.1.3 Certificate of registration of GST.
- 4.1.4 Certificate of registration of PAN/TAN Number.
- 4.1.5 The Turnover certificate from CA (chartered accountant) for last three financial years (for the financial year 2017-18, 2018-2019, 2019-20) showing annual minimum turnover related to similar works business not less than Rs. 10 lakhs. per annum (No Balance Sheet should be uploaded) As per Annexure-1.
- 4.1.6 Self declaration by bidder that they have not been blacklisted by any Ministry/Department/Govt. organization of Central/State or any Public sector organization or there is no litigation with any organization on account of similar type of services and Self declaration by bidder that no Judicial case is pending in court of law against firm as per Annexure-2.
- 4.1.7 Duly signed declaration regarding acceptance of terms and conditions of the tender by bidder as per Annexure-3.
- 4.1.8 Previous experience for last 3 years & work in hand. (Specific work completion certificate/experience certificate specific to the work order shall be produced.)
- 4.1.9 Personal and Bank details of bidder as per Annexure-4.
- 4.1.10 Contractors registered address should be located in Pune / Pimpri Chinchwad Municipal Corporation areas.

The bidders should upload all above documents. Only technically qualified tenders Price Bid will be opened.

4.2 Commercial Envelope “(BOQ)”:

The tenderer should quote his offer on BOQ of the tender in either Part I or Part II as applicable as per price Bid (Schedule B) or his tender in online Commercial Envelope (BOQ). He should not quote this offer anywhere directly or indirectly. Rates quoted should be excluding GST.

4.3 ACCEPTANCE OF TENDER:

- 4.3.1 The commercial bid of technically qualified bidders shall only be opened and lowest offer of the technically qualified bidder shall be accepted. The acceptance of tender may be communicated to the Contractor by email or otherwise.
- 4.3.2 The successful bidder will have to sign the original copy of the tender papers according to which the work is to be carried out. Such a bidder shall also have to give a declaration to the effect that he has fully studied the plans, specifications, local conditions and

availability of labour and materials and that he has quoted his amount with the consideration to all these factors.

4.4 SECURITY DEPOSIT:

- 4.4.1 The Agency shall have to pay amount of Security Deposit equal to 5% of the cost of running Bills at the time of billing.
- 4.4.2 All compensation or other sums payable by the Agency under the terms of this contract or any other contract or on any account may be deducted from his Security Deposit or from any sums which may be due to Agency or may become due to Agency by YASHADA on any account and in the event of the security being reduced by reason of any such above noted deductions, the Agency shall, within 10 days of receipt of notice of demand from the YASHADA authority, make good the deficit.
- 4.4.3 There shall be no liability on YASHADA to pay any interest on the Security Amount Deposited by or recovered from the Agency.
- 4.4.4 The Security Deposit will be forfeited by the institute if services are inadequate poor, and not found satisfactory or a situation demands. The institute reserves all rights for such decision.
- 4.4.5 The Security Deposit shall be refunded after completion of defect liability period of 1 (one) year form the date of completion of the work.
- 4.4.6 अंदाजपत्रकीय दरापेक्षा कमी दराच्या निविदा प्राप्त झाल्यास त्यांच्या स्विकृती अनुसरण्याच्या सुधारित मार्गदर्शक सूचना शासन निर्णय क्र. सीएटी/२०१७/प्र क्र ०८/इमा-२, मुंबई, दि.२७/०९/२०१८ व शासन निर्णय क्र.सीएटी/२०१८/प्र क्र १२७/इमा-२,मुंबई दि.२८नोव्हेंबर२०१८.

5.0 GENERAL TERMS & CONDITIONS:

- 5.1 The work of Civil/ Electrical maintenance shall be carried out after receiving the requirement from the department and as per the instructions given from time to time by **HOD, ESTATE DEPARTMENT**, of the institute. The Civil/Electrical maintenance shall be as per the specifications and direction of the engineer in-charge.
- 5.2 Contractors shall have to adhere to the specifications given in the Estimate/BoQ as well as **material specifications prepared by the Estate Dept. YASHADA.**
- 5.3 The scope of Civil/ Electrical Maintenance work will include providing labour and material, regular checkup of water supply, drainage line, repair of inspection chamber, plumbing work, repair of door/windows, minor Civil/ Electrical works, etc. as directed, by engineer in-charge from time to time.
- 5.4 The contractor provide a qualified person of relevant technical knowledge and experience shall supervise the Civil/ Electrical work .
- 5.5 **The contract** will be valid for the period of **2 Year**. However, If found suitable, may further be extended for **another year**, or so on mutual consent.

6.0 Work Procedure

[I] New Minor Civil/ Electrical and Routine Maintenance works:

1. The department / section of the institute needing such type of work will put up such request to the Estate Department.
2. The contractor or the in-charge of the agency will visit the site, As per direction of Engineer-In Charge the agency shall confirm the scope of the work. Agency shall prepare the measurement of quantity specifying the scope of items and abstract sheet with reference to current PWD-SSR. Submit the work measurement and Abstract sheet to the Estate Department. Estate Department shall verify the BoQ submitted by agency and shall submit with necessary amendments (addition /reduction) in BoQ to approval authority
3. After approval, HOD, Estate department, YASHADA will direct to execute the work.
4. The contractor or the in-charge of the agency will visit the site, confirm the scope of the work with the department /section, and prepare the bill of quantity specifying the scope of items as Specifications given in this work order as per tender. The BOQ will be checked and certified by the Engineer -in Charge and HOD, Estate department, YASHADA , respectively.
5. On the completion of work, the user department / section will certify the execution of the work as per requirements. The measurements prepared by the service provider will be inspected by the Engineer In-Charge of Estate department office . The service provider will make the bill for the executed work as per quantities measured and approved by Engineer-in -charge and HoD Estate at approved rates.
6. The work done or services provided bills prepared by the contractor, will be certified by HOD, Estate department, YASHADA for necessary payment.

[II] Labour Contract :-

1. Labour Contractors to provide skilled labour such as Plumber, Electrician, Painter, Carpenter(including shuttering/scaffolding carpenter), mason and unskilled labour. Contractor shall pay wages to labour provided at site as per daily rates of minimum wages act in force at that time. YASHADA shall reimburse the same wages to Contractor as per and limited to Minimum Wages Act. Contractor shall bid for service charges only per skilled and/or unskilled labour services per day and which shall be paid to Contractor.
2. The skilled /unskilled labour services supply for works shall be done as per instruction of Engineer-in charge of contractor and shall be under supervision and control of contractor for the execution of work as directed by Engineer In charge.
3. Contractors shall be responsible for full compliance of statutory payments and obligation in respect of skilled/unskilled man power provided at site.
4. The Contractors shall be responsible for regularly making payment to supplied skilled/unskilled labour. If required the Contractors shall submit proof of payment of such statutory deduction and contribution to respective statutory authorities at the time of submission of bills to YASHADA. Labour contractors shall provide proof of payment to skilled/unskilled labour employed at site against work order for claiming reimbursement of wages paid to such labour/workmen.

7.0 ELIGIBILITY CRITERIA- As Per Detailed Clause 4.1 Technical Envelope

8.0 EVALUATION OF THE BIDS :

- 8.1 The bids will be evaluated based on **Qualification in technical criteria and the most responsive offer of the bidder.**
- 8.2 The Director General, YASHADA **reserves all right** to accept /reject any one / all offers **without** assigning reasons thereof at any point of the tender process.
- 8.3 The **rights to terminate the contract** at any time without assigning any reasons **are also reserved.**

9.0 GENERAL SPECIFICATIONS

9.1 SPECIAL INSTRUCTION:

- a) All Civil/Electrical works [repair/new items] shall be carried out strictly in accordance with the specifications
- B) All Civil/ Electrical work shall be carried out through persons having good experience in the related work. A qualified person of relevant technical knowledge and experience shall supervise the Civil/ Electrical/Electrical work. The approval of HOD, Estate Department, YASHADA in writing shall be obtained prior to commencement of the work for all repair and minor works.

9.2 QUALITY OF MATERIALS:

All the materials shall be new from fresh stock and as per I.S. s specifications. When standard does not exist, such material/sample shall be submitted to Estate office for approval. On approval from Estate Department the contractor can utilize the approved material in the assigned work.

Rejected materials shall be replaced by the contractors within 7(Seven) days of instructions placed in writing by the engineer in-charge

9.3 FORECLOSURE OF THE CONTRACT:

The payment for any work shall be based on actual measurement and approved by YASHADA. The Contractors shall consult in advance in writing before purchase of materials, fittings or accessories connected with the items of works as previously mentioned to avoid inconvenience to themselves in the event of those items being rejected or cancelled. The contractor shall not be entitled to any claims whatsoever on account of such deletion of scope as aforesaid.

9.4 INSPECTION AND TESTS:

The necessary tests for the material as directed by the officer in-charge shall be carried prior to execution of the work. No material shall be provided/installed used at site without permission in writing from Engineer Incharge.

9.5 CERTIFICATES:

The Contractor shall submit, following certificates to the Engineer for record purpose after the completion of the work.

- a) Completion drawings on the architectural drawings provided by the Institute.
- b) Any other Certificate/Reports as directed by the Engineer.

- c) Instruction & Operation Manuals, Catalogue of equipment specified in some specified cases as required .

9.6 FREE MAINTENANCE:

The contractor shall leave entire installation under any contract ready and in proper working order and shall without additional charges replace any material, part of work, which develops defect due to faulty workmanship or inferior quality of the materials. The defect liability period shall be of 1(one) year from the date of testing of the installation / handing over.

9.7 WATCH AND WARD:

The watch and ward of the materials of work, tools, and tackles shall be the responsibility of the contractor. YASHADA shall not be liable for any compensation for loss or theft of material, till the handling over of the installation.

9.8 ACCIDENT AT WORK SITE:

The safety of workmen at site shall be the responsibility of the contractor during execution till handing over of the site. The contractor shall insure the workers, material and supervisor including third party damages at site. No claim or compensation for accident or loss of life shall be liability of YASHADA.

9.9 SAFETY EQUIPMENT:

The contractor shall provide all safety gadgets, personal safety equipment to workmen at site. The contractor shall issue identity cards to workmen, which shall be produced on demand by the YASHADA staff.

9.10 WORK TIMING:

The contractor shall work generally in office hours during any day at YASHADA Baner and Tathawade campus. The work shall be permitted on Sunday and holidays. Any extra hours of work, work on holidays shall be permitted by engineer in writing.

9.11. Jurisdiction for all purposes is Pune.

10.0 GENERAL TERMS AND CONDITIONS FOR CONTRACT PROVIDING SKILLED CIVIL/ ELECTRICAL CONSTRUCTION AND LABOUR SERVICE FOR

Civil/ Electrical maintenance and repairs at Baner road and Tathawade YASHADA Campus all Buildings covering entire area including All departments , hostel blocks, Auditorium, mess , staff quarters, DDG And Director General bungalow, toilet – bathroom, MDC and DAC etc. for all repair and maintenance works and record keeping of the complaints , work completed and reporting to Estate office .

SCHEDULE (Services)

1. Rates should be inclusive of all taxes (Excluding GST) and charges and valid for contract period as per quoted offer based on current PWD-SSR.
2. The contract will be valid for **TWO YEAR** from the date of issue of Work Order.
3. YASHADA may terminate the contract at any time without assigning any reasons thereof.
4. The agency will be responsible for all Civil/ Electrical and allied maintenance during the period.
- 5 The contractor need to depute one supervisor (good in estimation, rate analysis and

supervision for repair and maintenance work) along with a team of skilled labours as described in the bid.

6. YASHADA Campus all Buildings complaints need to be attended quickly. It should be complied within 1 day from the time of reporting as per the priority and requirements.
7. In certain cases, an immediate compliance of work should be done as directed by the officer in-charge.

SCHEDULE:

1. The rate shall be quoted in percent above or below the value of all items listed in the current PWD SSR. They would be **inclusive of all taxes AND Excluding GST**.
2. The quantity of work would be as per site condition and actual measurement.
3. The increase in approved rate is not permitted, unless otherwise change in specifications and arrival of new PWD SSR within contract period is considered.
4. The maximum work for maintenance will be limited to an amount Up to Rs. 25 Lakhs at a time subject to approval of the Director General YASHADA.
5. The rates would be valid for Two Year as per quoted offer based on current PWD-SSR , may be extended to another year subject to quality of work in time schedule and performance work.
6. Employer will have right to choose one or more agencies to carry out the maintenance work.
7. No Escalation/hike in price are applicable. Only Consideration shall be arrival of new PWD SSR items Rates based on rates quoted in percent (above or below) against estimated value of all items.
8. The Bill should be submitted along with photographs and measurements.
9. Whenever item other than those mentioned in PWD SSR are required to be executed, the Agency shall be required to seek prior approval in writing form the appropriated authority before execution of work.
10. Labour contractor shall submit estimate of labour required for completion of work along with time schedule prior to commencement of work.

11.0 SUMMARY OF THE OFFER

PART- [I]

Particulars	Quote the offer for current PWD SSR items in percentage
The rate in percentage (%) for all items in current PWD SSR above (+) / below (-) . The offer will be valid for major routine items required for repairs and maintenance in the all Buildings in campus at Baner YASHADA, Pune.	----- percent (%) above (+) / below (-)

PART- [II]

Particulars	Quote the Service Charges per person per day in Rupees
Labour Contractors to provide skilled labour such as Plumber, Electrician, Painter, Carpenter(including Shuttering/Scaffolding), mason and unskilled labour. Contractor shall pay wages as per daily rates of minimum wages act in force at that time. YASHADA shall reimburse the wages paid by Contractor. Contractor shall bid for service charges only per skilled and/or unskilled shall be paid.	Service Charges per person per day in figures Rs. _____/- in words Rupees _____ on _____ly

Note :1) Decision of the employer will be final and binding on all bidders.

- 2) The selection of bidders will be based on Part [I] minimum quoted offer of percentage.
- 3) Quoted Offer in Part [I] within (Maximum)5% above (+) /(Minimum)5% below (-) will be Considered for final selection.
- 4) In total 10 Agencies shall be short listed based on acceptance of minimum quoted rates by other 09 Agencies and readiness to work on the basis of minimum quoted offer (as per above point No-3) for repairs and maintenance of Civil/Electrical works.
- 5) Out of 10 Agencies first lowest bidder quoted offer rate shall be the base rate that shall be considered to be offered to other 9 Agencies for execution of work.

12.0 PAYMENT:-

All payments shall be made in Indian currency. The Agency shall normally be paid once in a month on its running bill on the basis of actual satisfactory maintenance of area. If some part is not maintained, amount for that area will be deducted from running bills as per penalty clause. The agency will submit R.A. bills in the prescribed form along with supporting measurements recorded in measurement book and duly certified by the In-Charge Engineer of YASHADA.

13.0 PENALTY –

13.1 Delay in completion of work by works contractor shall result in imposition of penalty of Rs. 1000/- plus GST 18% or as applicable per day or per occurrence whichever is applicable and shall be recommended by Engineer Incharge to HoD Estate.

13.2 Delay in work by labour contractor due to nonpayment of dues to workers or short supply of labour Shall result in imposition of penalty of Rs. 1000/- plus GST 18% or as applicable per day or per occurrence whichever is applicable and shall be recommended by Engineer Incharge to HoD Estate.

13.3 Legal Instructions

13.3.1 Agency shall be liable for any accident, loss, death, injury to persons at YASHADA or any place for damages of any kind to life or property in the course of this work. The Agency shall indemnify YASHADA against any claims related to the above.

13.3.2 The Agency shall not sublet the work.

13.3.3 During the course of work under this contract, the Agency shall ensure that no Damages to YASHADA's property and personnel occurs. If any such damage occurs of this work, the Agency shall be liable to make good the same to YASHADA and the affected persons. In case of default, the recovery of such damages will be made from agency's bills. The Agency shall indemnify YASHADA from any claim arising due to any such incident caused by the agency.

13.3.4 The employees deployed by the agency at the YASHADA shall be its own employees under their exclusive management, supervision and control and YASHADA shall in no way be responsible or liable for their wages.

13.3.5 Indemnity

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 loss of life or injury to any Employee deployed by the Agency in carrying out the obligations under the contract and against all costs and expenditure incurred by YASHADA in connection there with. YASHADA shall be entitled to deduct any amount due from all money payable to the agency by way of compensation as aforesaid or of any other nature and costs and expenses in connection with any claim thereto. For this purpose an Indemnity Bond will have to be executed by the Agency, before commencement of service.

14.0 TERMINATION OF AGREEMENT:-

14.1 During the period of this agreement, the YASHADA shall have the right to terminate this agreement if it is not satisfied with the performance of the Agency by giving 30 days notice in writing.

14.2 In case the Agency desires to terminate the contract during the period of the agreement, the Agency will required to give three months prior notice to YASHADA. Agency will not exit the contract up to 6 months from the commencement of contract work.

15.0 FORCE MAJEURE:-

Agency shall not be liable for failure to perform its obligations under this contract, if such failures results from circumstances which could not have been reasonably foreseen and which are beyond Agencies reasonable control such as acts of God, acts of Government, war, natural disasters or court order.

16.0 DISPUTE:-

Any dispute arising out of the terms and conditions of this contract or in the interpretation of any clause herein shall be settled by mutual discussion between the nominated authorities of the YASHADA and the authorized representative of the Agency.

16.1 Settlement of Disputes

All disputes or differences of any kind whatsoever that may arise between the YASHADA, and the Agency 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:

16.2 Mutual Settlement

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

16.3 Settlement through Court

It is a term of this contract that the Agency 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.

16.4 Jurisdiction of Courts

Jurisdiction of courts for dispute resolution shall be PUNE only.

Annexure – 1

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

Turnover Certificate

Name of the Company/Firm/Agency :

Address of the Company/Firm/Agency : _____

This is to certify that I have verified the annual turnover of the Company/firm/Agency named above for business related to Repair and Civil/Electrical maintenance work/labour supply services. it is as mentioned below; and that it is correct.

Sr. No.	Description	Financial Year 2017-18 Rs. . (both, in figures and words)	Financial Year 2018-19 Rs. . (both, in figures and words)	Financial Year 2019-20 Rs. . (both, in figures and words)
1.	Annual Turnover in respect of Providing Repair and Civil/ Electrical/Electrical Maintenance Services / similar type of works/labour supply services.			

Place :-

Date :-

Name, Address, Signature and Seal of the Chartered Accountant

Annexure-2

(To be scanned and uploaded in technical Envelope)

(Printed on letterhead of firm/ company)

Self-Declaration regarding not being blacklisted

I Shri / Smt. ----- Proprietor/Director/Authorized signatory of the Company/ firm/ Agency M/s.-----, hereby declare that we are not black-listed by any Central/State Government/Public Sector Undertaking or any other organization for **Providing Repair and Civil/Electrical/Electrical Maintenance Services/Labour Services.**

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.

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

(Signature of Authorized Person)

Place: _____

Name

Date : _____

Designation _____

Address: _____

Seal _____

Annexure-3

(To be scanned and uploaded in technical Envelope)
(Printed on letterhead of firm/ company)

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)

Place: _____
Name _____

Date : _____

Designation _____

Address: _____

Seal _____

Annexure-4

(To be scanned and uploaded in technical Envelope)

Personal & Bank Details for RTGS

All columns are mandatory

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.	

(Signature of Authorized Person)

Place: _____

Name _____

Date : _____

Designation _____

Address: _____

Seal _____