



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

RAJBHAWAN COMPLEIX, BANER ROAD PUNE 411007

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## **E-TENDER PAPERS**

**Agency for providing Conservancy Services to YASHADA, Pune  
for the year 2019-2021**

1. Estimated Tender Cost	Rs. 3,00,00,000/-
2. Performance Security Deposit	3% of the Estimated Tender Cost
3. Earnest Money Deposit (Refundable)	Rs. 3,00,000/-
4. Cost of Tender Form	Rs. 25,000/-
5. Date of Upload Tender Form	12/09/2019 To 26/09/2019
6. Last Date Of Submission Of Tender	26/09/2019 At 3.00 P.M.
7. Date & Time of Opening of Technical Bid of e-Tender	30/09/2019 Up to 3:00 P.M.
8. Pre-bid Meeting	17/09/2019 At 11.00 A.M.

### **Brief Summary of Inquiry**

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

- Technical Bid – Envelop No – 1
- Price Bid – Envelop No – 2

Price Bid form is enclosed as Annexure-A

**Vendor has to sign bid document as below :**

- On each page of Terms and Conditions of Tender document (in token of acceptance of tender's terms & condition) –
- On Price Bid – Annexure– A

Sd /-  
CM

Sd/-  
Head Proc

Sd/-  
F A

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## INSTRUCTIONS

- 1.1 Tenders are invited for providing Conservancy Services to YASHADA from reputed agency complying with all the terms conditions prescribed in tender document.
- 1.2 The blank tender document will be available for uploading on the website of <https://mahatenders.gov.in> from **12.09.2019** to **26.09.2019** and also available on the website of [www.yashada.org](http://www.yashada.org) for view access only.
- 1.3 The tender fee amounting Rs. 25,000/- & Earnest Money Deposit of Rs. 3,00,000/- shall be paid through NIC Portal.
- 1.4 Last date of receipt of tenders will be **26.09.2019** The tenders received thereafter will not be considered. The tenders received within specified time shall be **opened on the 30.09.2019** at 03.00 p.m.
- 1.5 The Tenders received by post /courier/by hand will not be accepted.
- 1.6 If any technical difficulties arise while filling up e-tender, please contact on toll free No. 1800 3070 2232 at NIC.

Sd /-  
CM

Sd/-  
Head Proc

Sd/-  
F A

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Sd /-  
CM

Sd/-  
Head Proc

Sd/-  
F A

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

RAJBHAWAN COMPLEIX, BANER ROAD  
PUNE 411007

**1. TENDER NOTICE**

Online tenders are invited for providing Conservancy Services to YASHADA from reputed Agency in the form of e-tenders up to 3.00 pm on or Before 26.09.2019 Blank tenders can be downloaded from <https://mahatenders.gov.in> upto 26.09.2019 3.00 pm. Online payment of Rs. 25000/- (Rupees Twenty five Thousand only) tender fee to be paid through NIC portal.

e-tenders are invited from reputed, experienced and financially sound Agencies meeting with the criteria to provide conservancy services to Yashwantrao Chavan Academy of Development Administration (YASHADA), Pune under **Two Bid System** as per NIC tender guidelines as follows:

**Envelope I** -Technical Bid online wherein the tenderer shall scan and upload all required documents and

**Envelope II** - Financial Bid online wherein the tenderer shall enter offer (Service charges for providing manpower only) as rates in online Form given in e-Tender.

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

**Director General  
YASHADA, Pune**

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

### **Pre-bid tender meeting:-**

The pre-bid conference will be held on 17.09.2019 at 11:00 A.M. in YASHADA, Pune. Interested bidders shall attend this conference. Queries raised by prospective bidders would be clarified in the meeting and clarifications would also be placed on YASHADA's website [www.yashada.org](http://www.yashada.org) & <https://mahatenders.gov.in>. in the form of minutes of pre-bid meeting which will form as part of this tender for all purposes. No query thereafter would be entertained.

# TENDER DOCUMENT

## CONSERVANCY SERVICES

The Yashwantrao Chavan Academy of Development Administration (YASHADA) is the apex and premier training institute of the Government of Maharashtra registered under the Societies Registration Act (1860), the Academy combines the roles of the Administrative Training Institute (ATI) and the State Institute of Rural Development (SIRD). Academy conducts over 1200 training programmes each year, which are attended by around 36000 participants. These includes senior officials from Govt. of India and officers in the grade of collectors, CEO's of ZP etc. from the Govt. of Maharashtra and other officials from various department/directorates/public sector undertaking of Govt. of Maharashtra. Fine residential facilities are provided for participants in the campus. Offers for Conservancy services for the following area are invited publicly by YASHADA subject to the terms & conditions of this Tender Document.

### CAMPUS AREAS

Sr.	Description Details	Approx. Area
1.	Administrative Building Ground plus three floors & terrace including all stair cases and passages.	34,000 Sq ft.
2.	Library Building & Academic Building (Library, ATI, CDM & CIT Department)	55,611 Sq.ft.
3.	Open space in residential complex and common spaces and staircases, terraces in residential complex.	20,000 Sq.ft.
4.	Roads and open area in YASHADA campus	40,000 Sq.ft.
5.	Project Management Building	27000 Sq.ft

Note : Please refer Annexure-III for schedule of Conservancy Work.

Any other Cleaning area specified by the Director General, Registrar, Campus Manager of YASHADA.

## **DETAILED TENDER NOTICE**

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

RAJBHAVAN COMPLEIX, BANER ROAD

PUNE 411007

फोननं. (020) 25608007 फॅक्सनं. (020) 25608100

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### **CONSERVANCY SERVICES (2019-2021)**

## **Terms and Conditions**

### **I. GENERAL INSTRUCTIONS**

- 1.0 The bidders should submit in all respects their complete bids online on <https://mahatenders.gov.in>.
- 1.1 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.
- 1.2 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.
- 1.3 Bids submitted by post/ will not be accepted or Incomplete bid/s or bid/s submitted after the date & time of submission of the tender will not be entertained.
- 1.4 The Director General reserves the right to reject one or all tenders without giving any reasons.
- 1.5 The bidder would have to provide trained staff plus labour to maintain an area of about 1,77,000 sq. ft. built-up and other areas.

- 1.6 Bidders should quote rate of service charges in the Envelope NO.2 (Financial Bid) **Annexure-A**.
- 1.7 The turnover certificate from CA (Chartered Accountant) for the last three financial years (2015-16, 2016-17 & 2017-18) showing minimum turnover not less than Rupees 5 Crore every year in respect of Conservancy services Copy of audited Balance Sheet will not be considered.
- 1.8 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.
- 1.9 The bidder should provide skilled and experienced staff required for providing satisfactory and effective Conservancy services. The bidder should have enough credentials and experience of having provided such Conservancy services to large organizations.
- 1.10 Rates of the contract should be valid for 2 years from the date of award- . or any extension order given on mutual agreement.
- 1.11 The Tender Document will be available on <https://mahatender.gov.in> from / / 2019 to / / 2019.
- 1.12 Offers should be valid for 120 days from the date of opening of the tender.
- 1.13 Cost of bid will be borne by the bidder



## **ENVELOPE NO.1 (Technical Bid)**

2.0 The Agency must fulfill 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.**

- 2.1 Proof regarding submission of tender fee and EMD online i.e. Challan copy needs to be uploaded.
- 2.2 Latest License under Shop and Establishment Act and if the agency is a Company / Firm / Agency having registration Certificate under Companies Act, or Partnership firm registered under Indian Partnership Act or Proprietary concern and should be in existence since the last three financial years. Submit relevant documents.
- 2.3 Registration Certificate under Contract Labour (Regulation & Abolition) Act, 1972.
- 2.4 The Company / Firm / Agency registration certificate under Goods and Services Tax Act (GST) for providing Conservancy services.
- 2.5 The Company / Firm / Agency registration certificate under Employees Provident Fund Act.
- 2.6 The Company / Firm / Agency registration certificate under Employee State Insurance Act .
- 2.7 The Company / Firm / Agency PAN Card / TAN / TIN number.
- 2.8 Copy of Profession Tax Registration Certificate.
- 2.9 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 organization on account of similar services as per **Annexure-VII**.

- 2.10 Company/ Firm / Agency should submit self-declaration that there is no case pending with the police/ court of law against the company/ firm / Agency.
- 2.11 Experience Certificates of having provided Conservancy Services **at least for five years** in the Big Government/Public Limited Companies, Establishments or any other establishments to be enclosed.
- 2.12 The turnover certificate from CA (Chartered Accountant) for the last three financial years ( 2015-16, 2016-17 & 2017-18) showing minimum turnover not less than Rupees 5 Crores every year in respect of Conservancy services. Copy of audited Balance Sheet will not be considered.
- 2.13 Duly signed declaration as regards acceptance of terms and conditions on Company/ Firm / Agency letter head, as per **Annexure-VI** should be submitted.
- 2.14 List of clients
- 2.15 (a) Personal and bank details of the Company / Firm / Agency for RTGS purpose as per **Annexure- IX** .
- (b) 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 organization on account of similar services as per **Annexure-VII**.
- (c) Certificate regarding no GST dues outstanding up to previous financial year on behalf of the bidder signed by Chartered Accountant.

## **2.16 Envelope No. II (Price Bid)**

The bidder should quote his offer through Envelope No. II. As per **Annexure-A** The bidder should not quote his offer anywhere other than directly or indirectly. Conditional bid will not be accepted. The rates quoted should be excluding GST and inclusive of other levies, duties etc.

## **2.17 Criteria for L1 (Lowest rate)**

The Agency shall be awarded contract on the basis of the lowest rate of the Service Charges as quoted by the bidder in price bid (As per Envelope II- **Annexure-A**).

**FORMAT FOR BID LETTER FOR ENVELOPE NO.II**

Tenderer's Name and Address

\_\_\_\_\_  
\_\_\_\_\_

To,  
The Director General,  
YASHADA,  
Rajbhavan CompleIX,  
Pune - 411 007

Reference: **Tender for providing Conservancy Services at YASHADA for the year 2019-2021.**

Sir,

In response to the Tender Document No. ----- dated \_\_\_\_\_ issued to me/us for Conservancy Services in conformity with the terms and conditions, laid down therein which I have read and understood. I/We do hereby submit my/our tender for providing **Conservancy Services 2019-2021.**

I/We agree to provide Conservancy Services at the rates quoted by me/us.

1. I/We have furnished the Earnest Money Deposit prescribed in the tender notification and agree to commence the conservancy services with effect from the date so ordered.
2. Tender of rates for providing Conservancy services at Yashada given in the format enclosed for -
3. **Rate/wage Structure**  
Yashada has specified the rate/wage structure as per Annexure- A1 And A2

Thanking you,

Yours faithfully,  
(Signature)  
Signature of Tenderer with  
Name & Designation where applicable.

3.0 ENVELOPE NO.2 (Financial Offer)

**ENVELOPE NO.II (Financial Bid)**

**AnnexureA**

1	Name and Address of the Bidder	
2	Name of Individual / Company designation of the person signing the Tender	

**2 Rate Offer**

Sl.	Description of Service	Service Charges In Rupees (Per Person Per Month in Rupees)  (in figures and words)(excluding GST)
1	2	3
1.	Service Charges for providing services of a. Conservancy Supervisor ( 3) b. Conservancy Attendant 47 + 09 relievers = 56 For providing Conservancy Services at YASHADA.	
	Total	

Note : Reimbursement of wages for providing Conservancy Charges will be as per Annexure A-1 and A-2 and as per Para 4.1 of General Terms and Conditions.

(Name of the tenderer)

Authorized Signatory

(Stamp of the Firm).

## Conservancy Services - Detailed Wage Structure

### (Annexure-A-1)

Sr. No	Particulars	Description	Janitors	Supervisors
1	2	3		
1	Basic	As per Govt. Rate		
2	Special Allowance (VDA)	As per Labour Commissioner Notification		
3	Total Minimum Wage (1+2)	Total Minimum Wage (1+2)		
4	HRA	As applicable		
	<b>Total (A)</b>	<b>Sr No 3 + 4</b>		
5	EPF (Employer's Share)	13.% of Total Minimum Wage		
6	ESIC (Employer's Share)	3.25% of Basic+Spl All+HRA+Sr No.07		
7	Leave & N. H. with wages (21 +8=29)	Ser 3/26*29/12		
8	Bonus	As per Bonus Act		
9	Labour welfare fund 6 monthly	As applicable		
	Total (B)			
	<b>Total (A)+(B)</b>			

Note : 01. The Service Charges accepted by Yashada shall be payable to the Agency after submission of proof of payment of wages/TA/DA paid to the staff engaged subject to deduction of TDS.

02. The consolidated wages/pay payable to manpower/personnel services deployed in YASHADA in AnnexureA-1 and A-2 and as may be prescribed by Government from time to time which will be reimbursed to agency by YASAHDA. The entire financial liability in respect of manpower/personnel services deployed in YASHADA shall be that of the Agency and YASHADA will in no way be liable. It will be the responsibility of the Agency to pay to the person deployed a sum not less than the rates prescribed in AnnexureA-1 and A-2.

03. Above rates are as per Minimum Wage Structure and as per Minimum Wage Act. The reimbursement of wages paid by agency to its employees deployed at YASHADA shall be reimbursed by YASHADA.

04 The rates quoted should be inclusive of payments and allowances with duties, fees, rates, and levies, levied by Central Government or State Government and any local authorities excluding GST.

05 The wages paid by the agency to its employees/ labour will be strictly in accordance with the minimum wages act and all such relevant statutes. The changes in rates which might occur on account of changes in Variable Dearness Allowances (VDA special Allowance) and wage structure declared by State /Central govt. or any other changes in statutory provisions, the reimbursement of wages paid by agency to its employees deployed at YASHADA shall be reimbursed by YASHADA. The agency shall pay to its employees in bank specified by YASHADA or any nationalized bank in Pune.

06 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.

07 Labour Welfare fund will be paid as applicable.

08 GST will be paid as applicable.

(Name of the tenderer)

Authorized Signatory

(Stamp of the Firm).

**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 applicable 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 as per statutory provisions.
2.	Spl. Allowance (VDA)	Monthly	
3.	Total Minimum Wages (1+2)	Monthly	
4	HRA as per applicable statutory provisions	Monthly	HRA : as per applicable statutory provisions

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

1	P.F (13%) of total min. Wages	Monthly	If Monthly minimum wages are less than Rs. 15,000/-P.M then liable for deduction of P.F
2.	ESI (3.25%)	Monthly	ESI is applicable if Total Emoluments are below Rs. 21,000/- Per month.
3.	Leave and NH with wages	Yearly (on Reimbursement Basis)	As per the Bombay Shop & Establishment Act 1948 as per section (35). 21 days + 8 National holidays leave is admissible 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 (GST) & Other All Statutory Taxes (excluded from the bid, but reimbursement as per	Monthly	GST will be paid as per the applicable rates and declared by the Central Govt. From time to time.

	<b>Govt. prevailing rates)</b>		
<b>7.</b>	<b>Service Charges</b>	<b>Monthly</b>	<b>The Bidder should quote its Service Charges in view of AnnexureA-2 considering expenses for supply and use of machinery required for glass furniture, carpet cleaning and corridors, supervision providing and maintaining tidy uniform shoes and I card and cost of medical examination and police verification, breakages, damages and loss of inventory etc.</b>

(Name of the Bidder)

Authorized Signatory

(Stamp of the Firm).



# CONSERVANCY SERVICES

## Terms and Conditions

### 4.0 General Conditions

- 4.1 The contract will initially be valid for two years and may be renewed in writing for further period on same terms and conditions as may be mutually agreed upon. The rates agreed and accepted herein shall and would be as per minimum wages act & 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. during the operative period of this Agreement. The successful tenderer 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 authorized agencies 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 It will be the responsibility of the Agency to make sufficient, appropriate and suitable arrangements for proper and efficient services to clean and maintain so the movable and immovable properties of YASHADA building including all equipment, furniture, fixtures and fittings in the premises of the Academy and Residential complex without any damages and/ or breakages to the same. Also the agency shall be responsible for mechanized cleaning of passages, glass facades of buildings, carpet, furniture, (chairs & Sofas) and internal areas of all offices including doors, windows, furniture at their own cost, man and equipment. In case of failure of the agency to do so YASHADA shall get the same done through other sources at the cost and expenses of the agency.
- 4.4 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 tenderers.
- 4.5 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 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 any thing done or omitted to be done by the Agency under any law that may be /may become effectable.

- 4.6 A minimum penalty of Rs.10,000/- 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 employees. The fine shall be imposed in such cases, by the Director General, YASHADA on the report submitted by Campus Manager through Registrar.
- 4.7 All the cleaning material (Consumables) of all sorts for e.g. brooms, detergents, dusters, required for cleaning the premises shall be provided by the AGENCY. The agency shall use standard Johnson diversity or equivalent brand cleaning material required for toilet, floor, & upholstery cleaning, liquid hand wash, toilet paper & all other required material such as brooms, brushes, etc., such material will be indented by the campus manger as required form time to time. The cost of such material will be reimbursed on submission of cleaning material bill along with monthly wage bill. The cleaning material should be procured from company / their authorized dealer/ reputed supplier from market, all such stock brought on Campus will be physically verified by Campus Manager.
- 4.8 It will be the responsibility of the Agency to store the materials provided by YASHADA for its use in neat, tidy and hygienic manner in the space provided by YASHADA. If any lapses are found on this count YASHADA shall impose a penalty on the Agency of Rs.500/- for each occasion. The Security of such material shall be sole responsibility of the Agency. The penalty shall be imposed, in such cases, by the Director General, YASHADA on the report submitted by the Campus Manager through Registrar. In case of Any Shortages / Losses / Theft, the cost of such items handed over to the Agency shall be recovered from the dues payable to the Agency.
- 4.9 The Agency shall be fully responsible for the articles / items kept in the area covered by the conservancy contract.
- 4.10 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 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 the services.

- 4.11 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.
- 4.12 The Agency shall co-operate with other agencies on the campus while performing their duties.
- 4.13 All the workmen deployed by the Agency at YASHADA shall abide by the disciplinary procedures, rules and regulations laid down by YASHADA from time to time. 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.
- 4.14 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, and **Minimum Wages Rule 1963**, Employees Provident Fund and Miscellaneous Provision Act, the ESI Act, the gratuity act 1972 and such other statutory enactments rules and regulations laid down by the Govt. or local body in force and subsequent amendments thereof, compliance or violation thereof shall be the Agency's sole responsibility. 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 IV** to the Agreement. YASHADA shall have the right to withhold the payment of monthly bill in Case the Agency fails to comply with statutory requirements or fails to submit proof of statutory payments made by them in respect of their employees deployed at YASHADA.
- 4.15 The workmen deployed by the Agency 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, salaries, bonus, gratuity or any other

allowance, leave salary, wages for holidays or any compensation notice pay etc., other than that specified in the Tender.

- 4.16 YASHADA shall not accept and entertain any claim in the event of the Agency's employee sustaining any injury, damage or loss either to person or property either inside or outside the YASHADA premises on account of activities of the Agency. It shall be the sole responsibility of the successful tenderer to repay all such expenses in respect of his employees or affected persons. The successful tenderer shall provide necessary ESI or Insurance cover to his all employees under Workmen's Compensation Act under intimation to YASHADA.
- 4.17 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 labour 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 submit monthly ECR Challans of statutory payments with list of employees deployed at YASHADA and also submit yearly returns filed with respective statutory authorities and inspection of all statutory govt. authorities. 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 statutory compliance by the Agency as per Annexure IV.
- 4.18 A complete list of personnel along with their bio-data photographs, proof of residence, and police verification etc should be submitted to Registrar of YASHADA through Campus Manager, YASHADA before they are deployed. Changes should be informed forthwith when they take place.
- 4.19 The Agency shall pay its employees through IDBI Bank, Aundh Branch, Abhimanshree Society, Baner Road, Pune - 411007 or any other Nationalized Bank at Pune on or before 10<sup>th</sup> day of every month in their specified bank account for salary, every month or part thereof under intimation to YASHADA.
- 4.20 All personnel deployed by the Agency shall at all times be medically fit. The medical examination (parameters as per AnnexureV) of all the employees deployed should be done by the Agency every quarterly at the cost of the Agency. The employees should be supplied with proper uniform (Shoes & dress 2 sets) and identity card with photographs by the Agency at its costs. Employees of the Agency should be in prescribed uniform at all the times Neat Clean and Tidy during the duty hours. Also

the personnel deployed at YASHADA should be deployed after due Police verification

- 4.21 The workers / 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 workers / staff under intimation to YASHADA.
- 4.22 In case of the workers 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 Workers resort to any agitation resulting in any damage to the property **or persons** 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. **If they resort to any strike, a penalty of double the rate of normal daily rate for total man power required for the day would be levied on the agency.** On expiry of the contract the Agency undertakes to vacate the premises without hesitation and murmur, in peace with all the workers without creating any disturbance. The Agency will be solely responsible if the workers engaged by it misbehave or create disciplinary or law and order problems in the premises of YASHADA.
- 4.23 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 "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.
- 4.24 Any packing and unpacking of material, shifting of furniture and loading and unloading of articles etc. as per requirement & **any other office work** shall be the part of services under this agreement without any extra payments / claims on that account.
- 4.25 The agency will inspect, all areas **as per scope of area mentioned on page - 6**, everyday as a part of its service maintenance job under this agreement electrical equipment's, water coolers, water supply sanitary systems, drainage (internal / external) check and see that they are in working conditions and report about any difficulties immediately. The agency shall maintain appropriate record of having checked / inspected and having rectification carried out by them or responsible Dept. (water supply points, plumbing installations, electrical appliances, furniture fixtures, and any other such materials), etc. These records shall be always made available to the YASHADA for necessary action.



- 4.26 The quality of service at all stages should be as per standards laid down by YASHADA and explained to the agency from time to time. Necessary clothing (at least 2 sets to the staff) and stationery such as Registers, files etc. **to be provided by the agency.** The uniform of Supervisor shall be distinct from that of Conservancy staff. The personnel employed by the Agency should be provided with identity cards by the agency. Identity cards should be prominently displayed by each personnel, on their left hand shirt pocket.
- 4.27 The Agency shall be responsible for maintaining the entire premises clean at all times, and perform duties through its employees as **per Annexure I to III** along with other related duties specified by **Registrar**, Campus Manager. The timings of duties will vary as per Administrative requirement.
- 4.28 The Agency shall also carry out cleaning job of corridors / open areas, walk Ways, tiles, Passages at least once in month by using **mechanical devices owned by the Agency.**
- 4.29 Agency shall also carry out cleaning job of internal / external drainage system to avoid choking of Water, removal of grass and wild growth in the campus / residential quarters in open areas and outside the lawns, **using equipment owned by the Agency.**
- 4.30 None of the employees of the Agency will have right to various facilities offered by YASHADA to its own staff and participants in its programs. They can however, make use of Cafeteria Mess facilities on payment basis.
- 4.31 It will be the responsibility of the Agency to close window panels and doors of buildings, switch on and off lights, fans, taps etc. and also open and close the buildings, rooms etc. with the help of security personnel as may be prescribed.
- 4.32 All the employees are liable for security checks from time to time as VIPs will be on constant visits to the academy.
- 4.33 Agency will have to do any other duties not specifically mentioned herein above pertaining to YASHADA services maintenance as assigned by YASHADA through its Director General, Registrar, Campus Manager.
- 4.34 **All the staff required for providing Conservancy service should have appropriate experience required for the job. The Conservancy Supervisor should have at least five years experience required for the job and should be able to attend to functional maintenance problems.**
- 4.35 The workforce deployed at YASHADA will not be changed frequently so as to maintain uniformity and discipline in the services. If these kind of changes are made frequently the agency shall be fined Rs.1000/- per person per change.
- 4.36 The agency shall be totally responsible for removal of garbage from the designated areas and proper disposal of the same as per PMC norms. And also ensure that no accumulation of garbage is there in any of the designated areas of the campus.
- 4.37 The agency shall have its head office based in Pune.

- 4.38 A Committee as decided by DG may visit operational prevailing sites of the agency for inspection.
- 4.39 Agency has to submit Certificate regarding no GST dues outstanding up to previous financial year on behalf of the Agency signed by Chartered Accountant.

## 5.0 PAYMENT

- 5.1 The appointed Agency will be required to pay a security deposit @ 3% (Three Percent interest free) of the contract value in the form of Demand Draft in the name of Director General, Yashada as security for the effective implementation of the terms and conditions of the contract. This will be refunded subject to submission of No. Statutory Dues Certificate for the tender tenure with YAHADA certified by the Agency's Chartered Accountant and deductions, if any, after three months on satisfactory completion of the terms of the contract. YASHADA shall have the right to forfeit the amount of the Security Deposit or the part thereof in case of breach of contract by the Agency and to recover YASHADA dues on any account under this agreement.
- 5.2 The Agency shall enter into contract with YASHADA as soon as decision in this regard is taken on non-judicial stamp paper as per the value of the contract as per Government norms and execute an Indemnity Bond on non-judicial stamp paper of Rs.500/- indemnifying YASHADA against all claims disputes, damages, costs etc. more particularly with regard to employees deployed by the Agency as per clause 4.5, 4.10, 4.23 and other relevant clauses hereinabove.
- 5.3 The Agency shall submit its monthly bill for Conservancy Services to Campus Manager on or before 5<sup>th</sup> day of succeeding month along with Statutory Compliance Report in Annexure-IV to the Agreement duly certified by the authorized representative of YASHADA i.e. the Registrar and all such documents as may be demanded by YASHADA.
- 5.4 The monthly salary of each employee employed by the agency should be paid on or before 10<sup>th</sup> day of every month through Bank prescribed by YASHADA or any Nationalised Bank Convenient to Agency, Failure in doing so will expose the agency to a Penalty of Rs. 1000/- per day for every day of delay.
- 5.5 In spite of the intimation from the YASHADA if the agency fails to provide proper person for the duty and in turn deploys the person from the existing strength by way of overtime YASHADA will not be responsible for the payment of such overtime and will pay only at the rate of regular Wages. The extra Over Time wages will be payable as per minimum wages act rule 1963 Rule 26 by the Agency or any such statutory provisions.
- 5.6 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 employees

deployed by them and the statutory compliance as mentioned in the said Annexure-**IV. The Agency shall in no case, withhold the payments due to their employees for any reason whatsoever including that on account of non clearance of its bills by YASHADA.** The Agency shall disburse the wages / salary to its employees on or before **10<sup>th</sup>** Day of the succeeding month.

- 5.7 The wages paid by the agency to its employees/ labour will be strictly in accordance with minimum wages act and all such relevant statutes, the rates 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 or any statutory provisions.** The agency shall pay to its **employees in specified bank by YASHADA or any nationalized bank in Pune.**
- 5.8 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.
- 5.9 Proof of Goods and Service Tax (GST) deposited with the concerned authority shall be submitted with the bill by agency which will be reimbursed to agency by YASHADA in the regular bills.
- 5.10 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 from the Nationalised Bank in the favour of Director General, YASHADA. The security deposit shall be refunded without any interest only after satisfactory execution and completion of the contract. After completion of contract Agency should provide Chartered Accountant's "No statutory dues certificate" in respect of this contract. If the successful agency fails to deposit security deposit within 15 days, EMD will be forfeited and YASHADA may take appropriate action including blacklisting the Agency.
- 5.11 The successful Agency will be required to execute the registered agreement with YASHADA within the period specified in the award letter. This registered 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 shall stand forfeited without giving any further notice, and YASHADA may take appropriate action including blacklisting the Agency.
- 5.12 In case of breach of contract terms, YASHADA reserves the right to terminate the contract and take appropriate action including blacklisting the Agency and forfeiture of security deposit and pending bills/claims of the Agency.



## 6.0 TERMINATION

6.1 In case the YASHADA desires to terminate the contract within the continuance of contract period, YASHADA will be required to give THIRTY DAYS (30 days) prior notice to Agency. In case the Agency desires to terminate the contract within the continuance of contract period, Agency will be required to give NINETY DAYS (90 days) 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 employee then it shall be the responsibility of the Agency to pay the legal dues to his employees. 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.

6.2 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 workmen and material and hand over the vacant peaceful possession of the entire property of YASHADA without any hesitation and murmur to YASHADA. In case of failure of the Agency or its employees 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.

### 6.3 Settlement of Disputes

All disputes or differences of any kind whatsoever that may arise between 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:

#### **6.4 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.

#### **6.6 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.

#### **6.7 Jurisdiction of Courts**

Jurisdiction of courts for dispute resolution shall be PUNE only.

#### **7.0 RISK & COST**

In case of failure of the agency to provide satisfactory service YASHADA reserves the right to get the Conservancy work done from any other agency at double the normal daily rate quoted in the tender and at the risk & cost of the tenderer

#### **8.0 FORCE MAJEURE**

When an extraordinary event or circumstance beyond the control of the parties, such as a war, strike, riot, crime, or an event described by the legal term "act of God" (such as flooding, earthquake, or volcanic eruption), prevents one or both parties from fulfilling their obligations under the contract. In such situations decision of "Director General YASHADA " will be a final decision & binding on both the parties.

## **ANNEXURE-I**

### **Manpower Deployment for Conservancy Services**

<b>0700 to 1600</b>	<b>01 Supervisor</b>
<b>0800 to 1700</b>	<b>02 Supervisor</b>
<b>0700 to 1600</b>	<b>30 Conservancy boys</b>
<b>0900 to 1800</b>	<b>17 Conservancy boys</b>

**Plus 09 relievers**

**(Note : Extra manpower as an when required will be requisitioned by competent authorities of YASHADA from time to time as per approved tender rates.)**

## ANNEXURE-II

### Standards For Personal Hygiene & Grooming

1. Keep shoes polish and in good shape.
2. All male staff should have short nails and hair.
3. Hair should be clean and neat all the times.
4. Shave daily. This is compulsory. No excuse will be accepted.
5. Try to maintain personal hygiene all the time. Breath and body odor must be kept fresh all the times.
6. Wear proper uniform and make sure it fits you. And Uniform should be neat tidy and clean.
7. All employees are to wear a identity card.

**ANNEXURE- III**

**SCHEDULE FOR CONSERVANCY WORK**

<b>NO</b>	<b>DESCRIPTION</b>	<b>AREA</b>	<b>PERIODICITY</b>
1.	Cleaning & Swabbing of toilets	a) Toilets, Wash Basin etc	After 1 hour daily & maintain hourly cleaning chart.
2.	Sweeping/Dusting of Racks swabbing, etc.	a) Director General's Chamber  b) All offices in admin buildings, ATI lib, CDM, Computer Center, RTI	Once  Daily
3.	Cleaning Sweeping Swabbing and Dusting of floor	a) All Sanitary blocks including wash basins.  b) All verandahs in Admin. Wing.  c) All corridors covered under scope of work.  d) Campus, Drivers room parking area of roads and all open spaces including backyards of residential quarters.	Twice  Daily
4.	Removal of Cobwebs & cleaning of fans etc.  Cleaning of window pane.	All buildings in Campus  Offices, Cabins etc.	Fort - Nightly also as per requirements.
5.	Cleaning of internal drainage systems to avoid choking of water.	Campus	Every month also as per Requirements.

NO	DESCRIPTION	AREA	PERIODICITY
6.	Removal of grass and wild growth in campus areas outside the Lawns.	Campus areas	WEEKLY and as and when required.
7.	Cleaning of Solar equipment	Solar system (equipment) Campus areas	Twice in Month.
8.	Cleaning of Terraces	Terraces of all buildings on campus areas	Once in a Month.
9.	Cleaning of Water cooler	All water coolers in the campus areas	Once in a Week.
10	Glass facade Cleaning	Admin and other Buildings	Once in a month
11	Mechanized/ Shampoo Cleaning	Carpets, Sofas and Chairs	Once in four months

*Conservancy:*

***The Area in scope would be as mentioned in Tender Document on Page 6***

***Preparation and cleaning & making offices, and adjoining areas neat & tidy manner.***

Cleaning [All cleaning material & toiletry consumables (toilets paper, liquid soap and all other consumable required)] will be purchased by the agency & such purchase bill to be submitted to Yashada for reimbursement except all mechanical cleaning machines, devices required for cleaning of furniture, chairs, sofas, class facade, passages and grass removal shall be provided by the Agency. The standard cleaning material of Jonson Diversy or equivalent brand cleaning material should be procured directly from Company/authorised distributor/ reputed supplier from market as specified in clause 4.7.

**Removal and proper segregation and disposal of garbage as per PMC norms.**

Conservancy Supervisors shall report to Registrar / Campus Manager their decision shall be final and binding in respect of satisfactory completion of daily work

**ANNEIXURE- IV**

**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 persons 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 Persons employed on any working day during the month (Verified with Attendance Muster Cum Wage register)  

Yes / No
  
4. Have all employees 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 employees 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 Persons Employed

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-V

### Medical tests recommended for medical examination of the bidders employees

1. Hemogram
2. Vidal test
3. E.S.R.
4. H.B.S.A.B.C. (Hepatitis- B test)
5. Urine routine/Stool routine
6. X-ray Chest.
7. General Hygiene-Nails, Cleanliness, etc.

**Annexure– VI**  
**DECLARATIONS**

(Printed on letterhead, scanned and to be uploaded)

**Declaration as regards acceptance of terms and conditions of contract**

1. I \_\_\_\_\_, Son / Daughter / Wife of Shri \_\_\_\_\_ Proprietor /Director /authorized signatory of the Agency mentioned above, is competent to sign this declaration and execute this tender document;
2. I have read the terms of the contract regarding penalties/fines for shortfall in delivery of services. 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 liabilities towards prosecution under appropriate law.

Date: Place:

Full Name: Seal:

Signature of authorized person

**Annexure– VII**

**Declaration as regards not being blacklisted**

(Printed on letterhead, scanned and to be uploaded)

We declare that we are not black-listed by any Central/State Government/Public Sector Undertaking or any other organisation for providing manpower services in India.

We declare that no criminal cases or enquiries are pending against our agency as on date.

We are not involved in any major litigation that may have an impact of affection or compromising the delivery of service as required under this tender.

Yours faithfully,

**(Signature of Authorized Person)**

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

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

Name \_\_\_\_\_

Designation \_\_\_\_\_

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

Seal \_\_\_\_\_

**Annexure-VIII**

**Proforma containing details of other organization/s where such or similar conservancy services provided by the bidder**

**Details of other organizations where such contracts undertaken during last **five** years (documents in proof to be attached)**

<b>Year</b>	<b>Sr. No.</b>	<b>Name &amp; address of the organization with contact nos.</b>	<b>No. of personnel Supplied</b>	<b>Period of contract</b>	<b>Whether Central Govt/ State Govt/ Public Undertaking/ Other Organization</b>	<b>Cost of contract Rs.(in lakhs)</b>	<b>Status Whether completed/ ongoing</b>
2014-15	1						
2015-16							
2016-17							
	2						
	3						
2017-18	1						
	2						
	3						
2018-19	1						
	2						
	3						

## Annexure–IX

(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.	<b>GST NO. –</b>	
Bank Details –		
1.	NAME OF THE AGENCY FOR RTGS	
2.	NAME OF THE BANK	
3.	CITY OF THE BANK	
4.	ACCOUNT NO	
5.	ACCOUNT TYPE	
6.	BRANCH CODE	
7.	ADDRESS OF THE BRANCH	
8.	IFSC CODE	
9.	MICR NO.	

(Signature of Authorized Person)

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

Name \_\_\_\_\_

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

Designation \_\_\_\_\_

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

Seal \_\_\_\_\_

## Annexure– X

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

- Agreement on stamp paper of appropriate denomination.
- Detailed bio-data of manpower to be deployed in YASHADA in **Annexure-I**.
- Letter indicating the name, designation and telephone number of the HR coordinator and supervisors nominated by the agency.
- Police verification proof of each manpower to be deployed in YASHADA.
- Performance Security Deposit 3% of the estimated tender cost in the form of demand draft in favour of the Director General, YASHADA, payable at Pune issued by nationalized bank payable at Pune.
- Medical verification of manpower as per Annexure-V.
- Indemnity Bond as per clause 4.5, 4.10 and 4.23 of general conditions along with agreement to be furnished on adequate value stamp paper.
- Any other document considered relevant.
- The successful bidder shall submit detailed Wage Structure as per Annexure-A2 with prevailing applicable statutory rates, before signing the contract and this shall become a part of the Agreement.