



YASHWANTRAO CHAVAN ACADEMY OF DEVELOPMENT ADMINISTRATION

Rajbhavan Complex, Baner Road, Pune - 411 007.

Phone No. (020) 25608408

TENDER PAPERS

ESTATE DEPARTMENT

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

Estimated Cost	: Rs. 55,02,312 /- (For Two Years)
Earnest Money	: Rs. 56,000/-
Security Deposit	: Rs. 3 % of Accepted Tender Amount
Date of Submission	: 24/08/2017 up to 03.00 pm.
Cost of Tender Form	: Rs. 3000/-

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

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1.0 DETAILED TENDER NOTICE

YASHWANTRAO CHAVAN ACADEMY OF DEVELOPMENT ADMINISTRATION

Raj Bhavan Complex, Baner Road, Pune 411 007.

Phone No. (020) 25608408

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

Online tenders are invited from Contractors / agencies registered with Government of Maharashtra Office of the Joint Commissioner of Police & Controlling Authority having experience of similar works by Director General, Yashada. The e-tender will be opened up to 3.00 pm on or **before 24/08/2017**. Blank tender can be downloaded from <https://mahatenders.gov.in> up to **before 24/08/2017**. 3.00 pm on payment of cost of tender form mentioned below. Tender is also available only for perusal on www.yashada.org.

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

1.1	Cost of each blank tender form	:	Rs. 3,000/-
1.2	Time Limit	:	24 Months
1.3	Earnest Money	:	Rs. 56,000/-
1.4	Security Deposit	:	3 % of accepted tender amount.
1.5	Start Date of tender form download	:	07/08/2017 at 09.30 am.
	Last date Tender form submission	:	24/08/2017 at 03.00 pm

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1.6 Validity Period:

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minimum period of **90 days** from the date fixed for opening of Envelope No.2 (Main Tender) and thereafter until it is withdrawn by the Contractor by notice in writing duly addressed to the authority opening the tender and sent by Registered Post Acknowledgement Due.

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

1.8 No JV allowed.

1.9 Right is reserved to revise or amend the contract documents fully or part thereof prior to the date notified or amended for the receipt of tender. Such deviations/amendments if any shall be communicated in the form of corrigendum or by a letter as may be considered suitable.

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

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

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

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

2.0 Brief Summary of Inquiry

- 2.1 Starting date of online submission from 07/08/2017 to 24/08/2017 up-to 03.00 pm.
- 2.3 Earnest Money of Rs.56,000/- (In words Fifty Six Thousand only) and tender Fee Rs.3,000/ should be paid online through respective portal in the software.
- 2.4 Offer should be submitted online in two envelope system as described below.

3.0 Envelope I - Technical Bid

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

- 3.1 Certificate of Registration as Private/Public/Firm/Govt./Semi. Govt./ Partnership Firm and Shop Act License.
- 3.2 Certificate of security firm Registration with Government of Maharashtra, Office of the Joint Commissioner of Police & Controlling Authority.
- 3.3 Certificate of Registration for Goods & Service Tax [GST].
- 3.4 Previous experience of at least five years, of which at least three years' experience should be of providing 15-20 security guards to minimum three organizations. For this purpose experience certificate of concerned organization on their letter head will be considered. No work order will be considered.
- 3.5 C.Vs of proposed staff permanently employed.
- 3.6 Turnover of Rs. 30 Lakhs for last three preceding years. For this purpose Chartered Accountant certificate will be considered. (Balance sheet will not be considered.)
- 3.7 Income Tax Return for the last two Financial Years [2015-16 & 2016-17].
- 3.8 Valid EPF Registration.
- 3.9 Valid E.S.I. Registration.
- 3.10 Valid PAN Card.
- 3.11 Terms & Conditions acceptance letter with Sign and Seal of the firm.

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4.0 Envelop II - Price Bid (Commercial)

4.1 The agency to quote their offer (Service Charges Only) on the excel format given with this document for financial bid. (Service Charges Only)

5.0 TERMS AND CONDITIONS

5.1 The Agency shall provide 14 Security Guards (3 in each shift for 3 shifts per day and 3 chief security guards for day shift and two relievers). At no point of time, the campus shall be kept unattended (Shift of 8 hrs.)

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

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

5.4 The Security Services are to cover the entire Tathawade campus, Pune (Survey No. 24) of the YASHADA.

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

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

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Academy indemnified against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands in any way arising out of or reason of anything done or omitted to be done by the Agency.

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

5.8 The Agency shall ensure that, it fully complies with and observe all the provisions of the Contract Labour (Regulation & Abolition) Act, 1970. The Minimum Wages Act, 1948, Payment of Wages Act, 1935 employees Provident Fund and Miscellaneous Provisions Act. The ESI Act and such other statutory enactment Rules and Regulations laid down by the Government or local body in force/ coming into force which may apply to the Agreement and any liability on account of non-compliance or violation thereof shall be the Agency's sole responsibility. For this purpose the Agency shall submit Monthly Statutory Compliance Report duly certified by the Authorized Representatives of YASHADA in Annexure to the Agreement. The Academy 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. The said Annexure shall be treated as inseparable part of this contract conditions.

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

5.10 The Agency shall regularly make payment of contribution to the Provident Fund (including employers & employees contribution) Employees State Insurance Corporation, Deposit Linked Insurance Scheme and all other statutory dues that may become due or payable by the Agency for the manpower deployed by them and maintain

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all such records as may be statutorily required and produce the same to the concerned officer of the Academy 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 employees (Securities Guards & Supervisors) deployed at YASHADA. If the Agency fails to submit all documents along with the monthly bills, the Academy shall have a right to hold payment of monthly bill until total satisfaction with regard to legal compliance by the Agency. If agency fails to pay statutory dues to respective departments (ESI, CPF, etc). Same will be paid by YASHADA from the withheld amount of bills.

5.11. A complete list of security guards along with their bio-data photographs, proof of residence, etc. shall be submitted to the HOD, Estate Department of the Academy before they are deployed. Changes shall be informed to the HOD Estate forthwith when they take place. The Agency shall submit to the Academy list of staff along with Bio-data, one photograph in the following format with Sign and Seal of the agency, only in the interest of safety and security of the Academy.

Name:-		Photo
Date of Birth:-	Age:-	
Blood Group:-	Mobile Number:-	
Address:-		
Nearest police Station/ Chowky's name:-		
Adhar Card No.:-		
PAN No.:-		
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5.12 The Agency and its employees shall have to follow the norms/guidelines of the discipline as directed by the Academy.

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

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

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

5.16 In case of the workers engaged by the Agency have any grievances; they will take it up with the Agency without creating any disturbance on the campus. If the Agency Workers resort to any agitation resulting in to any damage to the property of YASHADA and or reputation, hindrance to its work, the Agency would be liable for payment of damages to YASHADA. It shall also be construed as breach of contract rendering the Agency liable for such action as may be deemed necessary. Under no circumstances, agitation means shall be resorted to by workers of the Agency. On expiry of this contract or the extended period thereof, the Agency expressly undertakes to vacate the premises in peace with all their workers without creating any disturbance. The Agency shall be solely responsible if the workers engaged with it misbehave or create any problems in the premises of the Academy.

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

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

5.19 It shall be the responsibility of the Agency to carry out joint investigation along with the representative of YASHADA in case of any security problems. The Agency shall take up the matter with Police Authorities in consultation with

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Registrar YASHADA and follow it up on behalf of the Academy.

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

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

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

5.23 During the course of work under this contract, the contractor shall ensure that their should not be any Damages/Loss/Theft to YASHADA's Property. If any such Damages/Loss/Theft occur, the contractor will be held responsible and the Recovery of such Damages/Loss/Theft will be made from agencies Bill / Security Deposit, etc.

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

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

6.0 CONTRACTOR'S RESPONSIBILITY:-

6.1. The quality of service at all stages should be as per standards laid down and explained to the Agency from time to time. The Security Supervisor and the Security Guards will not be of more than 55 years in age and shall be medically and physically fit, health and should be strongly built, with no colour blindness OR night blindness. The guards should not sit at one place but shall take rounds all the time inside the campus, within the periphery allotted. They shall see that nobody makes any encroachment on the YASHADA Land. They shall ensure that entry inside the campus is restricted an no outsiders OR intruder admitted without through investigation. The guards shall be very alert and vigilant in duties. The guards shall be provided with thick wooden lathi by the Agency which will be carried all the time by them. Security Supervisor and guards shall at all times be in uniform provided by the Agency.

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Agency at its own cost must provide security personnel necessary winter clothing, raincoats, Torch and stationery such as Registers files etc. The security personnel engaged by the Agency at the Academy shall be provided with Photo Identity Cards. Identity Cards should be prominently displayed by each guard on their left hand shirt pocket.

6.2. In case of lapses on the part of guards/supervisors, as explained in duties and responsibilities of Security Contractor/ Agency a fine of Rs. 500/- per occasion will be recovered from the Agency. Any loss caused to the Academy due to such lapses shall be made good by the Agency.

6.3. In case of any lapses in security services found repeatedly within a month, the Academy shall have full right to deduct 5% amount of the total monthly bill.

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

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

7.0 PAYMENT:-

7.1 The Agency shall be required to pay a Security Deposit equivalent to 3% of the tender accepted cost (interest free) for the effective implementation of the terms and conditions of the contract within 7 days of the communication of letter of Acceptance (LOA) and to execute agreement on stamp paper (as per Para 5.25). If agency fails to pay security deposit and execute agreement within seven days of LOA the contract will be cancelled and EMD will be forfeited. This will be refunded subject to deductions, if any after the satisfactory completion of the terms of the contract. The Academy shall have the right to forfeit the amount of the Security Deposit or the part thereof in case of breach of contract by the Agency. The Agency shall submit its monthly bill at the rates approved to the Academy with Statutory Compliance Report in Annexure I with Agreement duly certified by the authorized representative of the Academy i.e. the Junior Engineer (civil) and all such documents as may be demanded by YASHADA.

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7.2 The Academy shall have a right to hold 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. The Agency shall, in no case, hold the payments due to their employees for any reason whatsoever including that on account of non-clearance of its bills by the Academy. The Agency shall disburse the wages/salary of its employees as per minimum wages act structure approved by the Academy on or before 10th day of the succeeding month and obtain his signature in the Wage Register in token of the payment made to the employees.

7.3. YASHADA will make efforts to pay monthly bills raised by the Agency, within 10 working days on receipt of bills from the Agency. Income Tax and all other Taxes as applicable will be deducted at sources while making payments to the Agency. In consideration of the services to be rendered by the Agency. Under this contract, the Agency shall be paid at the accepted rates. All dues and monthly salary of all security guards should be paid through Bank only by the Agency.

7.4. In case, the Agency is requested at short notice for providing additional staff for a short duration, at any time the Academy shall pay for such additional amount at approved rates.

8.0 RISK & COST:-

8.1 In case of failure of Agency. To provide satisfactory services YASHADA reserve the right to get the security service work done any other agency at the risk and cost of the selected Agency. Also if agency fails to perform duties as per agreement, the contract will be terminated by giving notice and the Security Deposit will be forfeited and agency will be black listed for any further work at YASHADA.

9.0 TERMINATION OF CONTRACT AGREEMENT:-

9.1 The Academy shall have the right to terminate the services, if it is not satisfied with the performance of the Agency, by giving 30 days' notice in writing. For this purpose the Academy shall be the sole judge to decide whether the performance of the Agency is

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satisfactory or not and the decision of the Academy shall be final, conclusive and binding on the Agency and the Agency shall not be entitled to any compensation in lieu of thereof. Further, if on account of non-renewal of the contract and/ or termination of this contract, for any reason whatsoever, it shall be the responsibility of the Agency to settle legal dues of its employees deployed at YASHADA. In the event on non-compliance of legal provisions or non-payment of dues, the Agency shall be solely liable and responsible for all costs and consequences and the Academy, in any case, shall not be liable and responsible for the same. The amount of Security Deposit shall be refunded to the Agency only on submission of satisfactory proof with regard to full and final settlement of employees claims of the Agency. The Agency expressly agrees and accepts that on termination of this contract for any reason whatsoever, the Agency shall vacate the premises of the Academy along with its employees and material and hand over the vacant and peaceful possession of the property to the Academy. In case of failure of the Agency or its employees to do so, the Academy shall have a right to get the premises vacated and adopt such course as may be deemed necessary and cost will be recovered from the Agency. In case the Agency desires to terminate the contract within the continuance of contract period, Agency shall give three months prior notice to the Academy.

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12.0 ANNEXURE – I

**MONTHLY CERTIFICATE OF COMPLIANCE OF STATUTORY
OBLIGATIONS BY THE CONTRACTOR**

From _____ WC NO. _____

For the month of _____

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

YES/ NO

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

YES/ NO

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

YES/ NO

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

YES/ NO

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

YES/ NO

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4. Are appropriate deductions made towards Professional Tax and Income Tax from the Salary/Wages Paid? (Verified with Attendance Muster Cum Wage Register).

YES/ NO

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

YES/ NO

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

YES/ NO

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

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

YES/ NO.

(Signature of Registrar)

After verification of the above list.

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

**13.0 SCHEDULE – B
MONTHLY WAGE STRUCTURE**

Minimum Wages Structure

(Fig. in Rupees)

अ. क्र.	तपशील	मुख्य रक्षक	मुख्य सुरक्षा रक्षक	शेरा
A)	Minimum Wages			
01.	मुळ वेतन	6500.00	6600.00	As per Govt. Directives
02.	महागाई भत्ता	3256.20	3256.20	
03.	एकुण	9756.20	9856.20	
04.	घरभाडे भत्ता (10% मूळ वेतन व महागाई भत्यावर)	975.62	985.62	
05.	शैक्षणिक भत्ता	700.00	700.00	
06.	प्रवास भत्ता	600.00	600.00	
07.	धुलाई भत्ता	500.00	500.00	
	एकुण A	12531.82	12641.82	
B)	Statutory Compliances: In addition to the above, the following Statutory Compliances			
08.	भविष्य निर्वा निधी 12%	1171.00	1183.00	All necessary documents (P.F., ESIC etc.) should be regularly submitted by the Agency with quarterly pay bills.
09.	उपदान 4%	390.00	394.00	
010.	दिवाळी बोहणी 8.33%	813.00	821.00	
011.	वेतन रजा 6%	585.00	591.00	
012.	ई.एस.आय 4.75%	463.00	468.00	
013.	गणवेश 4%	390.00	394.00	
	एकुण B	3812.00	3851.00	
	एकुण A + B	16344.00	16493.00	
C)	Service Charges of Agency (Fixed Rate to be quoted by Agency in Rs. Per Person Per Month)			The rate once quoted will not be changed for contract period. The tender will be awarded as per the competitive rates quoted by Agency.
	एकुण A + B + C			

(In Word _____)

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

Note:- The Agency to quote their Service Charges per person per month separate attached BOQ Excel Sheet.

Signature with stamp, Address and seal

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14.0 UNDERTAKING

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

Station : -

Date :-

Signature with stamp, Address and seal

Jr. Engineer (Civil)

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