



राज्य सहकारी निवडणूक प्राधिकरण, महाराष्ट्र राज्य, पुणे.

जुनी मध्यवर्ती इमारत, ५, बी. जे. रोड, पुणे. ४११००१

फोन नं.(०२०) २६०५०६४१, २६०५१११०, २९७०६४११

ई-मेल आयडी :- sceapune@gmail.com

ई-निविदा

जाहिरात जावक क्रमांक : १४४/२०२४

शिपाई व लिपीक नि टंकलेखकाची कामे करणे करिता बाह्यस्रोताद्वारे मनुष्यबळ पुरविणा-
या यंत्रणेची नियुक्ती करण्यासाठी ई-निविदा

राज्य सहकारी निवडणूक प्राधिकरण, महाराष्ट्र राज्य पुणे, या कार्यालयात कामकाजासाठी लिपीक नि टंकलेखकाची कामे बाह्यस्रोताद्वारे (एजन्सी /संस्था/सहकारी संस्था इ.द्वारे) करणेकरिता मनुष्यबळ पुरविणा-या यंत्रणेची नियुक्ती करण्यासाठी ई-निविदा मागविण्यात येत आहेत.

कामाचा प्रकार :- ०६ लिपीक नि टंकलेखक व ०३ शिपाई ची कामे (९ कर्मचारी सेवा उपलब्ध करून देणे)

निविदा वेळापत्रक :-

- १) ई-निविदा दाखल करण्याचा कालावधी :- दिनांक ०५.०२.२०२४ (सकाळी ११.०० वा.) ते दिनांक १९.०२.२०२४ (दुपारी ३.०० वाजेपर्यंत)
- २) ई-निविदा दाखल करण्याचा अंतिम दिनांक :- दिनांक १९.०२.२०२४ दुपारी ३.०० वाजेपर्यंत
- ३) ई-निविदा उघडण्याचा दिनांक :- दिनांक २०.०२.२०२४ सायं ४.०० वाजता

इच्छुक एजन्सी/संस्था/सहकारी संस्था इ. यांचेसाठी माहिती व सविस्तर टेंडर, अर्जाचा नमुना आवश्यक कागदपत्रे, अटी व शर्ती इ. महाराष्ट्र शासनाचे संकेतस्थळ www.maharashtra.gov.in व <https://mahatenders.gov.in>, मा.सहकार आयुक्त व निबंधक, सहकारी संस्था, महाराष्ट्र राज्य पुणे यांचे संकेतस्थळ <https://sahakarayukta.maharashtra.gov.in> व राज्य सहकारी निवडणूक प्राधिकरण, महाराष्ट्र राज्य, पुणे यांचे संकेतस्थळ <https://scea.maharashtra.gov.in> यावरती उपलब्ध करून देण्यात आलेल्या आहेत.


सचिव

राज्य सहकारी निवडणूक प्राधिकरण,
महाराष्ट्र राज्य, पुणे.

दिनांक : /०२/२०२४

राज्य सहकारी निवडणूक प्राधिकरण महाराष्ट्र राज्य, पुणे
जुनी मध्यवर्ती इमारत, तळमजला, ५ बी.जे. रोड, पुणे-४११००१
ई-निविदा सूचना १/२०२४/९४४

राज्य सहकारी निवडणूक प्राधिकरण , पुणे यांचे कार्यालयात ११ महिन्यांच्या कालावधीसाठी एकूण ६ कनिष्ठ लिपिक नि टंकलेखक व ०३ शिपाई अशा एकूण ०९ या पदाची कामे बाह्य यंत्रणेद्वारे करून घेणेकरिता /सेवा उपलब्ध करून देण्याकरिता सदर अर्जाची <https://mahatenders.gov.in> या वेबसाईटवर -ई-टेडरिंगने विक्री व स्विकृती ई-टेडरिंगने होणार आहे.

अ. क्र.	कामाचा तपशील	अंदाजित किंमत रक्कम	performance Security Deposit ३ %	बयाणा रक्कम (EMD)	निविदेची किंमत
१.	०६ लिपिक नि टंकलेखक या पदाची कामे करणे करीता बाह्य यंत्रणेची नियुक्ती करणे	रु.१५,०६,२८२	रु.४५,१८८	रु.१५०६३	रु. २,५००/- (निविदा अर्ज फी २०००+ ४५० GST नियमाप्रमाणे)
२	०३ शिपाई या पदाची कामे करणे करीता बाह्य यंत्रणेची नियुक्ती करणे	रु. ७,११,३३०	रु.२१,३४०	रु.७११३	
एकूण		रु. २२,१७,६१२	रु.६६,४५८	रु.२२,१७६	

- १) ई-निविदा दाखल करण्याचा कालावधी :- दिनांक ०५.०२.२०२४ ते दिनांक १९.०२.२०२४
- २) ई-निविदा दाखल करण्याचा अंतिम दिनांक :- दिनांक १९.०२.२०२४ दुपारी ३.०० वाजेपर्यंत
- ३) ई-निविदा उघडण्याचा दिनांक :- दिनांक २०.०२.२०२४ सायं ४.०० वाजता

१. उपरोक्त अंदाजित किंमत ही संभाव्य असून कमी जास्त होण्याची शक्यता आहे. सदरची मागणी राज्य सहकारी निवडणूक प्राधिकरण, महाराष्ट्र राज्य, पुणे यांचे कार्यालयात एकूण ६ कनिष्ठ लिपिक नि टंकलेखक व ०३ शिपाई अशी एकूण ०९ या पदाची कामे बाह्य यंत्रणेद्वारे करून घेणेबाबत दिलेली आहे. निविदा धारकास शासकीय सेवा कामकाज/पुरवठ्याचा कामकाजाचा पुर्वानुभव असणे आवश्यक राहिल. त्याबाबतचे सक्षम प्राधिका-याकडील अनुभव प्रमाणपत्र आवश्यक राहिल.
२. कोणतेही कारण न देता ई-निविदा स्विकारण्याचा अथवा नाकारण्याचा अधिकार राज्य सहकारी निवडणूक प्राधिकरण, महाराष्ट्र राज्य, पुणे यांचेकडे राखून ठेवण्यात आला आहे.
३. ई-निविदा फॉर्म फी व बयाणा रक्कम हि ऑनलाईन पॅमेट गेट-वे पध्दतीने भरावयाची आहे.
- ४.सदर ई-निविदा दिनांक २०.०२.२०२४ दुपारी ०३.३० वाजता राज्य सहकारी निवडणूक प्राधिकरण, महाराष्ट्र राज्य, पुणे येथे उघडण्यात येतील.

Brief Summary of Inquiry

Offer should be submitted in 2 envelope system:

- a) Technical Bid – Envelope No. – 1
- b) Price Bid – Envelope No. – 2

Price Bid form is enclosed as Annexure -7

TENDER FOR PROVIDING MANPOWER SERVICES TO SCEA, PUNE

2.1 SCOPE OF WORK

- 2.1.1 The SCEA requires the cost effective services from reputed, well established and financially sound Manpower Service Provider Company / Firm/ Agency/co operative society (hereinafter referred to as "**Agency**") to provide manpower services for SCEA.
- 2.1.2 The SCEA has initial requirement for manpower as detailed in Section 2.2 "REQUIREMENTS FOR MANPOWER TO BE DEPLOYED" which may increase or decrease depending upon the requirement during the contract period.
- 2.1.3 The contract will be initially for a period of Eleven months, which may be extended for a further period of Eleven months or thereafter depending upon the manpower requirement and administrative convenience of SCEA. SCEA, however, reserves the right to terminate / curtail the contract at any time after giving one months' notice to the qualified Agency owing to deficiency of services, sub-standard quality of manpower deployed or for breach of contract condition or non-availability of projects from funding agency, or any other reason deemed fit.

2.2. REQUIREMENTS FOR MANPOWER TO BE DEPLOYED

The generic and specialised qualifications and work experience for personnel as required by SCEA from time to time is given below. However, exact qualifications may also be prescribed while placing requirement of actual positions from time to time. The number of personnel required, at each level is also indicated below. This is the initial requirement; the number may vary as per exigencies.

A)

Position	Qualifications*	Tentative requirement of personnel
1	2	4
Clerk cum Typist	Qualification: Candidates possess Graduate degree from Recognized University	6
	Other requirement : 1. Knowledge of Marathi and English	
	2. Typing on computer (specially Microsoft excel) is essential.	
	3. MS-CIT Course completion certificate.	
	4. Typing certificate Marathi 30 WPM Eng 40 WPM	
	5. Employment office Registration must as a graduate candidate	
	Age : 19 to 38 years (5 year relaxation	

	if working nder govt) as on 1-1-2021		
Peon	Qualification: Minimum 07 th pass		
	Other requirement : 1. Knowledge of Marathi and English		
	Age : 19 to 38 years (5 year relaxation if working nder govt) as on 1-1-2021		

3 GENERAL INSTRUCTIONS

- 3.1 The Earnest Money Deposit (EMD) for clerk typist Rs.15063/- (**Rupees Fifteen Thousand Sixty Three only**) and for Peon Rs /-7113 (Rupees Seven Thousand one Hundred Thirteen Only) Total EMD Rs.22,176/- (**Rupees Twenty Two Thousand One Hundred Seventy Six only**) refundable without interest should be submitted by online and scanned copy of Challan should be uploaded with Technical Bid. Failing which the tender shall be rejected summarily.
- 3.2 The successful bidder will have to deposit Performance Security Deposit of 3% of accepted tender cost, in the form of Demand draft OR Bank guarantee issued by a nationalized Bank in favour of **Joint co operative election commissioner State co operative election Authority**
- 3.3 Conditional bids shall not be considered and will be rejected outright in very first instance.
- 3.4 All original documents may be scanned and uploaded in Technical Bid should be valid, authentic, clear and legible.
- 3.5 It is to be ensured that the complete information as required by this office may be furnished by the bidders in the prescribed format. Formats submitted with incomplete information and not conforming to the requirements are liable to be rejected.
- 3.6 The technical bid shall be opened on the scheduled date 20/02/2014 at 04.00 P.M. in the office of the SCEA in presence of the representatives of the Agency, if any, who wish to be present at the time of opening the tender.
- 3.7 The Financial Bids of only the technically qualified bidders will be opened at later stage. The scheduled time and venue etc. will be communicated at an appropriate time.
- 3.8 The SCEA reserves the right to reject or cancel any or all tenders at any stage without assigning any reason.
- 3.9 Unfair practices on the part of the bidders at any stage and in any way would be viewed seriously and involved Agency would be blacklisted.

3.10 The bidders whose services were found unsatisfactory and were prematurely terminated during the past in SCEA will not be eligible to participate in the bid.

4. TECHNICAL QUALIFICATION CRITERIA – TECHNICAL BID (ENVELOPE NO. 1)

The Agency must fulfil the following technical specifications in order to be eligible for technical evaluation of the bid. The Agency is required to scan originals of the following documents and upload it in the Technical Bid (Envelope No. 1), failing which bid shall be summarily / outrightly rejected and will not be considered any further.

The online envelope clearly marked as “Technical bid (Envelope No.1)” is required to contain the scanned copies of originals of the following documents.

- 4.1 Proof regarding submission of tender fee and EMD online i.e. Challan copy needs to be uploaded.
- 4.2 The Company / Firm / Agency/ co operative society having registration Certificate under Companies Act, Co-operative Societies 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.
- 4.3 Registration Certificate according to law
- 4.4 Latest License under Shop and Establishment Act.
- 4.5 The Company / Firm / Agency/ co operative society registration certificate under Goods and Service Act (GST) for providing manpower services.
- 4.6 The Company / Firm / Agency/ co operative society registration certificate under Employees Provident Fund.
- 4.7 The Company / Firm / Agency/ co operative society registration certificate under Employee State Insurance Act.
- 4.8 The Company / Firm / Agency/ co operative society PAN Card / TAN number.
- 4.9 Copy of Profession GST Registration Certificate under Goods and Service ACT.
- 4.10 The Company /Firm /Agency/ co operative society should provide a duly signed self-declaration indicating that they have not been blacklisted by any Ministry /Department / Organization of the Central Government / State Government or any Public Sector Undertaking and there is no litigation with any organisation on account of similar services as per **Annexure -4.**

- 4.11 Company/ Firm / Agency/ co operative society should submit self-declaration that there is no case pending with the police/ court of law against the company/ firm / Agency/ co operative society.
- 4.12 At least three years' experience certificate of deployment of a minimum of 15 personnel of similar type of manpower mentioned in section 2.2 (requirement for manpower to be deployed) in the Departments of Government of India/ Central Public Sector Undertakings/ Nationalized Banks /State Government Departments/ Autonomous Bodies/ International / Multilateral/ United Nations Agencies etc. The copy of experience certificate issued by the respective offices should be submitted along with proforma containing details of similar type of manpower service contract as per **Annexure -1**.
- 4.13 The turnover certificate from CA (Chartered Accountant) for the last three financial years in respect of manpower supply work as per **Annexure 2**.
- 4.14 Duly signed declaration as regards acceptance of terms and conditions on Company/ Firm / Agency/ co operative society letter head, as per **Annexure -3** should be submitted.
- 4.15 Income Tax Return for the last three financial years should be submitted.
- 4.16 Personal and bank details of the Company / Firm / Agency/ co operative society for RTGS purpose as per **Annexure 1-A**.

5. Price Bid (Envelope No. II) – (Annexure-7)

The bidder should quote his offer through Envelope No. II. The bidder should not quote his offer anywhere directly or indirectly. Conditional bid will not be accepted.

- 5.1 As per mentioned in e tender notice/advertisement, per month honorarium will be paid as per Minimum Wages Act and as per Government guideline by SCEA. Contractor should only quote their per month Commission/service Charge for One employee of each category against the same.
- 5.2 In Financial Bid Annexure 7, the bidder must quote their commission in percentage. The said percentage should not be quoted (at the rate of 00.99% or less than 0.99%) under any circumstances else the bidder shall be disqualified from financial bid process.

6. Criteria for L1 (lowest rate)

The Agency shall be awarded contract on the basis of the lowest rate of the commission/service charge in percentage per person/month as quoted by the bidder in the price bid (As per Envelope II). (Annexure-7)

7. TERMS AND CONDITIONS

7.1. General

7.1.1 The Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.

7.1.2 Placement to manpower would be given by selected Agency for Eleven months, or for such other term less than that depending on requirement; and which can be extended from time to time as per requirement. SCEA reserves right to repatriate services of the manpower deployed, at any point of time, if his/her services are not found satisfactory.

7.1.3 The Agency will have to provide the required manpower for a shorter period also, in case of any exigencies as per the requirement of various projects of SCEA

7.1.4 The required deployed manpower shall be placed at SCEA, Pune only.

7.1.5 The bidder will be bound by the details furnished by him / her to the SCEA while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.

7.1.6 Agency shall not have a conflict of interest. The Agency found to have a conflict of interest in this tender process shall be disqualified. Agency shall be considered to have a conflict of interest, if:

(a) Submit more than one tender for the work.

(b) If bidders, in two different tenders have controlling shareholders in common.

7.1.7 Bidders are hereby cautioned that tenders containing any material deviation or reservations shall be considered as non-responsive and liable to be rejected.

7.1.8 It must be understood and agreed that all factors have properly been investigated and considered while submitting the Bid. Lack of understanding of local conditions and laws/regulations outlined above and specified elsewhere in the specification, will not be entertained as a reason for any adjustment of price / or for extension of time of completion of the Works under this Contract.

7.1.9 Peon Uniform allowance (2 sets) Rs. 2000 per person per year will be paid to the successful bidder/contractor.

7.2 Liabilities, Control, etc. on the manpower deployed

- 7.2.1 The Agency shall ensure that the individual manpower is deployed in SCEA Pune. The Agency shall ensure that the manpower deployed conforms to, educational and skill qualifications, job requirements prescribed in this Tender Document, or as communicated from time to time.
- 7.2.2 The Agency shall be responsible for any act of indiscipline on the part of manpower/ persons deployed by them.
- 7.2.3 The Agency shall be responsible for proper conduct of their manpower/ personnel deployed in SCEA office premises or anywhere else. In case of any damage/ loss/theft etc. to the property of SCEA which is caused by the personnel deployed by the agency, the agency will be liable to compensate such loss on the basis of the value of the property as determined by SCEA, and the same could be recovered from the performance guarantee/ monthly payments due to the Agency
- 7.2.4 The agency shall provide the required number of manpower/ personnel within a period of **one month** from the date of the contract, and thereafter within **one month** of demand from time to time, and failure to comply with the same or found deficient in service shall invite penalty of Rs. 500/- per day/per manpower and /or forfeiture of the performance security deposit and legal proceeding for the omission/deficiencies in service. If the incidence of penalty occurs more than five times, then the process of higher penalty and / or termination, as per clause No.2.1.3 may be initiated.
- 7.2.5 The agency shall replace within **one month** any of its manpower/personnel who is found unacceptable to the SCEA because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from the SCEA.
- 7.2.6 The manpower/personnel deployed for SCEA shall not be changed by the agency in any circumstances without prior permission of SCEA.
- 7.2.7 The manpower/personnel deployed by the Agency for SCEA shall not claim nor shall be entitled to any pay, perks and other facilities admissible to regular/confirmed employees of SCEA during the contract period or after expiry of the contract period.
- 7.2.8 In case of termination of this contract on its expiry or otherwise, the persons deployed by the agency shall not be entitled to and will have no right to claim for any absorption in the regular/otherwise capacity in the SCEA.

- 7.2.9 The agency shall provide a substitute well in advance if there is any probability of the manpower/personnel leaving the job due to his/her own personal reasons or if there is a long leave required. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
- 7.2.10 All Services shall be performed by persons qualified and skilled in performing such services.
- 7.2.11 The Agency must train manpower/personnel to be deployed in mannerism / behavior. The Agency's personnel working should be polite, cordial, and positive and efficient, while handling the assigned work and their actions and they should promote goodwill and enhance the image of the SCEA. In case, the person employed by the successful Agency commits any act of omission/commission that amounts to misconduct/ indiscipline/ incompetence, the successful Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, and / or such action as directed by SCEA
- 7.2.12 The Agency's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters as all are of confidential/secret nature that can attract legal action.
- 7.2.13 The Agency shall ensure proper dress code and decency in the persons deployed, conduct in office premises and enforce prohibition of consumption of alcoholic drinks, pan, smoking, loitering without work.
- 7.2.14 The Agency shall nominate one HR Coordinator who would be constantly in SCEA premises and shall be responsible for immediate interaction with the SCEA so that optimal services of the persons deployed by the agency could be availed without any disruption. The Agency shall be available at all times and message sent by email/Fax/SMS/What's app/Special Messenger from SCEA to the Service Provider shall be acknowledged immediately on receipt on the same day.
- 7.2.15 The Agency shall ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Agency shall withdraw such manpower who are found medically unfit immediately on receipt of such a request.
- 7.2.16 The Agency shall provide Photo Identity Cards to the deployed manpower. These identity cards must be constantly displayed while on work.

7.2.17 There shall be one weekly holiday on Sunday & all other Govt. holidays. SCEA will engage deployed persons, if necessary, on Saturday. The deployed persons may avail 7 Day casual leave for Eleven months with the permission of Secretary of SCEA .

7.2.18 SCEA shall maintain biometrics and manual attendance registers for manpower placed for SCEA. And record will be provided to agency time to time for billing purpose.

7.2.19 The Agency shall furnish the following documents in respect of the manpower/personnel to be deployed in SCEA before the commencement of work; and from time to time.

(a) List of manpower/personnel shortlisted by Service Provider Agency for deployment containing full details;

(b) Detailed bio-data of manpower/personnel to be deployed in SCEA in **Annexure 5.**

7.2.20 The Service provider Agency should arrange for interviews for shortlisting personnel for providing necessary manpower/personnel. The representative of SCEA will be present as an observer while shortlisting the personnel. The service provider Agency shall furnish such short list along with bio-data & photograph of the personnel to be deployed. The deployment will be done from out of this short list as per requirement of SCEA

7.2.21 Agency shall maintain a complaint book, which should be made available as and when required.

7.2.22 The Agency shall be responsible for all injuries and accidents to manpower deployed by him. The manpower shall be insured against personal accidents arising out of and during the course of their duties. In the event of injury, illness or accidents to any manpower, SCEA will not be liable to pay any compensation. The insurance cover shall include the liability under the Workmen's Compensation Act which will be the responsibility of Agency.

7.2.23 The Service Provider shall be held responsible for any loss/damage to the equipment and instruments of the SCEA provided to the manpower deployed by the Service Provider due to the negligence or wilful damage as assessed by the SCEA and recovery of such loss/damage will be recovered from the Agency.

7.2.24 The agency shall provide the required number of manpower/ personnel

7.3 Legal Compliances

- 7.3.1 The Agency shall comply with all Acts, laws or other statutory rules, regulations, bylaws applicable or which might become applicable with regard to the performance of the work included herein or touching this contract but not, limited to P.F. and Misc. Provision Act, M.C.S Act 1960 and other applicable Acts, Rules and Regulations etc. The Agency shall keep SCEA and its officials indemnified from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of the provision of any Acts, Rules and Regulations as may be applicable from time to time.
- 7.3.2 The Agency will be responsible for compliance and strict adherence of all statutory provisions relating to Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it at and for SCEA.
- 7.3.3 The Agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to SCEA to concerned tax collection authorities from time to time as per rules and regulations on the matter. In case, the Agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the SCEA is put to any loss/obligation, monetary or otherwise, the SCEA will deduct the same from the monthly bills and or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
- 7.3.4 The Agency shall maintain all Statutory Registers under the Law. The agency shall produce the same, on demand, to the concerned authority of the SCEA or any concerned authority under the law.
- 7.3.5 The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Act, as amended from time to time and a certificate to this effect shall be provided to the agency by SCEA.
- 7.3.6 The Agency will accept full and exclusive liability for all the payments to be made by it to its staff in accordance with the laws of the land including any statutory obligations under the law imposed by the Central Government / State Government / Any other statutory bodies. Any new statutory liability / levy imposed after the commencement of contract will be borne / compensated by the Agency.
- 7.3.7 The Agreement shall be terminated in the event of non-performance, deviation any of the terms and conditions of contract, non-payment of remuneration of deployed manpower and non-payment of statutory dues. SCEA will have no liability towards non-payment of remuneration to the persons employed by the Agency and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the SCEA by the manpower deployed, the same shall be recovered from the unpaid bills or adjustment from the Security Deposited by the concerned Agency with SCEA.

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

7.3.9 Each Bidder unconditionally agrees] understands and accepts that the SCEA reserves the right to accept or reject any or all Bids without giving any reason. Neither the SCEA nor its employees or advisers shall entertain any claim of any nature, whatsoever, including without limitation, any claim seeking expenses in relation to the preparation of Bids.

7.4 Financial

7.4.1 The Earnest Money Deposit (EMD) for Clerk Typist Rs.15063/- (**Rupees Fifteen Thousand Sixty-Three only**) and for Peon Rs /-7113 (Rupees Seven Thousand one Hundred Thirteen Only) should be submitted online and scanned copy of Challan should be uploaded with Technical Bid, failing which the tender shall be rejected outright.

7.4.2 The EMD in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest within 30 days of opening of the tender.

7.4.3 The successful Agency will be required to execute an agreement with SCEA as per "**Schedule-1**" within the period specified in the award letter. This agreement will have to be executed on stamp paper as per government norms. The cost of stamp duty and registration charges is to be borne by the Agency. The agreement will have to be registered with concerned government authority. In case the successful agency fails to enter into the agreement with SCEA within the specified date mentioned in the award letter, the EMD deposited by such Agency shall stand forfeited without giving any further notice.

a) Within 15 (fifteen) days after receipt of award letter, the successful Agency shall deposit Security Deposit @ 3% of Tender cost in the form of Demand draft OR Bank guarantee issued by a nationalized bank. The security deposit shall be refunded only after satisfactory execution and completion of the contract.

b) No interest will be paid on security deposit amount.

c) On request of the successful Bidder, the Earnest Money Deposit (EMD) can be adjusted in the Security Deposit

7.4.4 The entire financial liability in respect of manpower/personnel services deployed in SCEA shall be that of the Agency and SCEA 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 **Annexure 7** directly by NEFT to their

accounts. The Agency shall provide bank accounts details of deployed personnel to SCEA.

7.4.5 In case of breach of any terms and conditions of this agreement, the performance Security Deposit of the Agency shall be liable to be forfeited besides termination of the Agreement, and/ or blacklisting of the agency.

7.4.6 The Secretary, SCEA reserves the right to withdraw/modify any of the terms and conditions mentioned above so as to overcome the problems/matters encountered at a later stage.

7.4.7 The consolidated wages/pay payable shall be as per the rate prescribed by SCEA in **Annexure 7** and as may be prescribed from time to time which will be paid to agency by SCEA.

7.4.8 The agency shall be liable for all kinds of dues payable in respect of the personnel provided under the contract and the SCEA shall not be liable for any dues for availing the services of the personnel.

7.4.9 The Agency shall make regular and full payment of the amounts due to the deployed manpower/personnel, as per existing rules and regulations and furnish necessary proofs whenever required by SCEA.

7.4.10 The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Department or Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Department or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

7.5. Terms of payment

7.5.1 The Agency shall make regular and full payment of wages and other payments as due to its personnel deputed under service contract and furnish necessary proof every month to SCEA. The payment of manpower by the Agency would be made on or before **7th of every month**. In case 7th day being a holiday wages should be paid on the next working day of the month.

7.5.2 The Agency will ensure the remittance of the wages to the manpower deployed by them in SCEA through Bank Account and a proof thereof will be furnished to SCEA every month along with the bills.

7.5.3 Proof of Goods and Service Tax ,P.F., E.S.I.C, other taxes deposited with the concerned authority shall be submitted with the bill by agency .

7.5.4 In case SCEA receives any complaints regarding non-payment of wages to the manpower deployed in SCEA, the amount payable to the deployed manpower will be recovered from the bills of Agency and will be paid directly to such manpower.

7.5.5. The first consolidated pay of the deployed manpower/personnel will be released only after submission of documents for police verification to the police authorities. The Agency has to submit police verification report within **one months** of deployment of the person, failing which bills of the Agency will not be processed and paid.

7.6 **Settlement of Disputes**

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

7.7 **Mutual Settlement**

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

7.8 **Arbitration**

7.8.1 It is a term of this contract that Arbitration to resolve disputes shall not be commenced unless an attempt has first been made by the parties to settle such disputes through mutual settlement.

7.8.2 If the Bidder is not satisfied with the mutual settlement on any matter in question, disputes or differences, the Bidder may refer to the Secretary, SCEA in writing to settle such disputes or differences through Arbitration, provided that the demand for Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s), or difference(s) in respect of which the demand has been made, together with counter claims of the SCEA shall be referred to Arbitrator and other matters shall not be included in the reference.

7.8.3 The Secretary, SCEA shall appoint Additional Registrar co-operative societies of co-operative Dept as Arbitrator . The Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment there of and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.

7.8.4 The arbitration proceedings shall be held at a place decided by the Arbitrator.

7.9 Settlement through Court

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

7.10 Jurisdiction of Courts

Jurisdiction of courts for dispute resolution shall be PUNE only.



Secretary

State Co operative Election Authority,
Maharashtra State, Pune.

Annexure-1

(To be scanned and uploaded in technical Envelope)

Proforma containing details of similar manpower service contract

Sr. No.	Name & address of the organization with contact nos.	No. of personnel Supplied	Level, type and salary	Period of contract	Whether Govt/ Semi Govt/ Private sectors/Autonomous bodies	Cost of contract Rs.(in lakhs)	Status whether completed/ ongoing
1	2	3	4	5	6	7	8

Place: _____

Date : _____

(Signature of Authorized Person)

Name _____

Designation _____

Address: _____

Seal _____

Annexure-1-A

(To be scanned and uploaded in technical Envelope)

Personal & Bank Details for RTGS

All columns are mandatory

Sr .No.	Personal Detail	
1.	NAME OF THE COMPETANT PERSON & AGENCY	
2.	ADDRESS OF THE AGENCY	
3.	CONTACT DETAILS	1) LANDLINE NO. : 2) MOBAIL NO.: 3) e-mail ID :
5.	PAN NO.	
6.	TAN NO.	
7.	GST NO. –	
Bank Details –		
1.	NAME OF THE AGENCY FOR RTGS	
2.	NAME OF THE BANK	
3.	CITY OF THE BANK	
4.	ACCOUNT NO	
5.	ACCOUNT TYPE	
6.	BRANCH CODE	
7.	ADDRESS OF THE BRANCH	
8.	IFSC CODE	
9.	MICR NO.	

Place: _____

Date : _____

(Signature of Authorized Person)

Name _____

Designation _____

Address: _____

Seal _____