



# **TENDER DOCUMENT**

**Service Contract for providing Data Entry Operator/ Office Assistant/ Account Personnel/ Stenographer/ Technician/ Scientific Assistant – I/ Scientific Assistant – II, Attendant, etc.**

**To**

**Central Pollution Control Board  
Parivesh Bhawan, East Arjun Nagar  
Delhi-110032**

## NOTICE INVITING TENDER

The Central Pollution Control Board (CPCB) invites sealed tenders in three bid system from the reputed and experienced firm for providing manpower service of Data Entry Operator/ Office Assistant/ Account Personnel/ Stenographer/ Technician/ Scientific Assistant – I/ Scientific Assistant – II, Attendant, etc. (approximately 30 Nos.) in Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032 on contractual basis.

1. The tender document will be available for sale from 10.30 a.m. to 5.00 p.m in the office of the Administrative Officer (R). The tender document can also be downloaded from CPCB website [www.cpcb.nic.in](http://www.cpcb.nic.in). In case the tender document is downloaded from the website, the bidder shall have to submit the document fee of Rs. 500/- in the form of demand draft in favour of Central Pollution Control Board payable at Delhi at the time of submitting the tender, failing which the tender will be rejected.
2. The tender shall be submitted in three separate sealed covers, duly completed in all respects viz. one “Earnest Money”, the second for “Technical Bid” and the third for “Price Bid”. The name of the work and the words “Earnest Money”, “Technical Bid only” and “Price Bid only”, as the case may be, shall be clearly written on the top of the respective sealed covers. All the three bids, along with the letter for submitting tender shall be put in a sealed cover and the name of the work “for providing manpower service of Data Entry Operator/ Office Assistant/ Account Personnel/ Stenographer/ Technician/ Scientific Assistant – I/ Scientific Assistant – II, Attendant, etc in Central pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032” shall clearly be written on top of the sealed cover.
3. The tender, should be placed in sealed cover / superscribing for providing manpower service of Data Entry Operator/ Office Assistant/ Account Personnel/ Stenographer/ Technician/ Scientific Assistant – I/ Scientific Assistant – II, Attendant, etc.on contractual basis in Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032” written on the envelopes, shall be submitted upto 11.00 a.m. 25 days from the date of publication in the tender box lying at ground floor near reception in Central pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032 and the technical bid will be opened on the same day at 3.00 p.m. at the same address.
4. The Central Pollution Control Board reserves the right to cancel all the tenders without assigning any reasons at any time.
5. Earnest money, amounting to ₹ 50,000/- (Rupees Fifty Thousand only) in the form of Demand Draft in favour of the Central Pollution Control Board, Delhi must be accompanied with the tender application.
6. The contractor, whose tender is accepted will be required to furnish security deposit of ₹ 1,00,000/- (Rupees. One Lakh only) with CPCB.
7. Merely submitting the tender with all the requirements does not bind the CPCB to accept the lowest tender and Competent Authority CPCB reserves the right to reject any or all of the tenders received without assigning any reason. Tenders not fulfilling any of the prescribed conditions or incomplete in any respect are liable to be rejected.

8. Canvassing in any form in connection with tender is strictly prohibited and the tenders submitted by the contractor who resort to be canvassing, it be liable to rejected.
9. All rates should be quoted in the prescribed 'Price Bid' form in the tender.
10. On acceptance of the tender, the name of the accredited representative (s) of the contractor who would be responsible for taking instructions from CPCB shall be communicated to the CPCB.
11. The tender shall remain open for acceptance for a period of 3 months from the date of opening of tenders.
12. It will be obligatory on the part of the tenderer to tender and sign the tender documents on each page.
13. When a tenderer voluntarily offers a rebate for releasing the payment with in a stipulated period, the rebate offered in the Price Bid will be considered.
14. Unsealed tenders will summarily be rejected.

## TECHNICAL BID

Member Secretary, Central Pollution Control Board (CPCB), invites tenders from registered and authorized contractors/ agencies having experience and expertise in providing manpower service of Data Entry Operator/ Office Assistant/ Account Personnel/ Stenographer/ Technician/ Scientific Assistant – I/ Scientific Assistant – II, Attendant, etc. The services of Data Entry Operator/ Office Assistant/ Account Personnel/ Stenographer/ Technician/ Scientific Assistant – I/ Scientific Assistant – II, Attendant, etc, will be required initially for a period of one year extendable for a further period of one or more years on mutual consent on same terms & conditions.

**1. Place of providing Data Entry Operator/ Office Assistant/ Account Personnel/ Stenographer/ Technician/ Scientific Assistant – I/ Scientific Assistant – II, Attendant, etc.**

Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032.

**2. Brief description of works:**

The tenderers must get themselves fully acquainted with the location of office before submission of tender. The working hours are 9.30 AM to 6.00PM and 5 day week, observing the holidays of Central Government at Delhi.

**3. Volume of work:**

**(a) Information about Tenderer”-** The Tenderer must furnish full, precise and accurate details in respect of information asked for in Appendix-I.

**(b) Signing of Tenders:-**

- (i)** Person or persons signing the tender shall state in what capacity he is or they are signing the tender e.g. as sole proprietor to a firm or a Secretary/Manager/ Managing Director, etc. of a limited company.

**4. EARNEST MONEY:**

Each tender must be accompanied by an Earnest Money of ₹ 50,000/- (Rupees Fifty Thousand Only) in the form of Demand draft of Scheduled Bank in favour of Central Pollution Control Board payable at Delhi. Bid not accompanied by earnest money shall be summarily rejected.

The earnest money shall be liable to be forfeited if the Tenderer after submitting his tender modifies his offer and or the terms & conditions thereof in any manner, even if CPCB has not suffered any loss during the validity period of this tender enquiry, it being understood that the tender documents have been made available to him and he is being permitted to tender in consideration of his agreement to this stipulation. The earnest money also liable to be forfeited in the event of tenderers fails to furnish the requisite security deposit by the due date without prejudice to any other rights and remedies of the CPCB under contract and law. The earnest money will be returned to all unsuccessful tenderers without interest as soon as practicable, after decision on tenders and the successful tenderer furnished a security deposit. No interest shall be payable on the amount of earnest money in any case.

## 5. SECURITY DEPOSIT:

- (a) The successful tenderer shall furnish within a week of the acceptance of his tender, a security deposit of Rs. 1,00,000/- (Rs. One Lakh Only).
- (b) i) The Security shall be deposited in favour of the Central Pollution Control Board in any of the forms mentioned in Appendix-II
- ii) The Security deposit furnished by the tenderer would be subject to the terms & conditions given in the Annexure of this tender and the CPCB will not be liable for payment of any interest on the security deposit or any depreciation thereof.
- iii) If the successful tenderer had previously held any contract and furnished security deposit, the same shall not be adjusted against this tender and a fresh security deposit will be required to be furnished.

## 6. DOCUMENTS REQUIRED TO BE ATTACHED WITH THE TECHNICAL BID:

(A) Self attested copies of the following documents are to be annexed:-

Document-I	Valid license for running of service agency providing of manpower and requisite registration certificate under various statutory provisions of labour R&A Act. Employees Provident Fund and Miscellaneous Provision Act, ESIC etc.
Document-II	Work experience certificate and works presently in hand including details of establishments where the firm has provided the contractual employees during the past 3 years.
Document-III	Income Tax Pan No. of Firm.
Document IV	Attested copies of partnership deed/copy of Memorandum and articles of association, as the case may be.
Document V	Property details of the partners/Firms/establishment.
Document VI	Name and address of all the partners/ Directors/ proprietors as the case may be.
Document VII	ESIC/EPF registration Nos.
Document VIII	Name of Bankers, Copies of the IT Returns for the last three years.
Document IX	Earnest money deposit.
Document X	Service Tax registration No.
Document XI	The firm should be ISO certified. Copy of certificate to be enclosed.

(B) The Tenderer should sign and stamp on each page of tender document for acceptance of all terms and conditions and the same should be enclosed in the technical bid.

#### **7. Delivery of tenders:**

- (a) Tenders which do not comply with this instruction shall be summarily rejected.
- (b) The bid shall be accompanied by earnest money of ₹ 50,000/- (Rupees Fifty Thousand only) by way of demand draft of scheduled Bank in favour of CPCB, Delhi
- (c) All credentials, documents and copies of certificate/information called for would be submitted as per tender document with the bid.
- (d) Necessary clarification if any required by the CPCB shall be furnished by the tenderer within the time given by the CPCB for the same. The CPCB is at liberty to verify any or all documents submitted by the tenderer, even by referring to third parties.
- (e) It should be clearly understood by the tenderer that no further opportunity shall be given to them to modify or withdraw any stipulation at any stages of the contract.
- (f) The tender form shall be filled in by the tenderer clearly, neatly and accurately. Any alteration, erasers or over-writing will render the tender invalid. Alteration neatly carried out and attested over the full signature of tenderer, however, is permitted

#### **8. OPENING OF TENDER**

The tender will be opened in Training Hall, Ground Floor, CPCB at the time and on the date indicated above. The tenderers will be at liberty to be present either in person or through an authorized representative at the time of opening of the tenders.

**The financial bids of only those tenderers will be opened whose technical bids are found to be acceptable.**

#### **9. ACCEPTANCE OF TENDER**

The tenderer should be prepared to proceed to CPCB and without any obligation, if called upon to do so for physical verification by the committee to act on his behalf from CPCB as the case may be at their own expenses. The Chairman CPCB reserves the right to reject any or all the tenders without assigning any reason and does not bind himself to accept the lowest or any tender. The successful tenderer will be advised about the acceptance of his tender by a letter/fax or formal acceptance of tender.

Yours faithfully,

**(Jugesh Kumar)**  
**Administrative Officer**

Signature of tenderer

## **TERMS & CONDITIONS COVERING CONTRACT FOR SERVICE PROVIDER**

### **I. DEFINATION**

- (a) The terms "Contract" shall mean and include the invitation to tender incorporating also the instruction to tenderer, the tender, its annexure, appendixes, schedules, acceptance of tender and such general and special conditions as may be added to it.
- (b) The terms "CPCB" wherever occurs shall mean Central Pollution Control board and will include its Chairman and member Secretary and its successor or successors and assigners.
- (c) The terms MS shall means Member Secretary and its successor or successor"s assignees.
- (d) The term "Contractor" shall mean and include the person or person, firm or company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assignees, as the case may be.
- (e) The term "Contract Rates" shall mean the rate of payment accepted by the MS, CPCB for and on behalf of CPCB.

### **II. PARTIES TO THE CONTRACT**

- a) The parties to the contract are contractors and CPCB, represented by the MS and, or any other person authorized to act on behalf of the CPCB.
- b) The person signing the tender or any other document (s) forming part of the tender on behalf of any other person or a firm shall be deemed to warrant that he has authority to bind such other person or the firm, as the case may be in such matter pertaining to the contract, if, on enquiry, it is found that the person concerned has no such authority Chairman, CPCB may without prejudice to other civil, criminal remedies, terminate the contract and hold the signatory liable for all cost and damages.

### **III. CONSTITUTION OF CONTRACTORS**

- a) "The tenders shall be entertained from the parties having all statutory registration with the appropriate authorities" Contractor shall at the time of submission of tender declare whether they are sole proprietary concern or registered Partnership Firm of Private Limited Company or a Public Limited Company incorporated in India or Hindu Undivided Firm. The Composition of the partnership, names of Directors or companies and name of the Karta Of Hindu Undivided Family shall be indicated. The contractors shall also nominate person in whose hands the active Management and control of the work relating to the contract during the tenure of the contract would lie. The person so nominated shall be deemed to have power of attorney from the contractor(s) in respect of the contractor and whose acts shall be binding on the contractor(s).

- b) The contractors shall not during the currency of the contract, make, without the prior approval of the CPCB any change in the constitution of the firm. The contractors shall notify, to the CPCB the death/resignation of any of the partner(s)/director(s) immediately on the occurrence of such an event. On receipt of such notice the CPCB shall have the right to terminate the contract at its discretion.

#### **IV. SUBLETTING**

The contractor(s) shall not sublet transfer or assign the contract or any part thereof without the prior written consent/approval of the CPCB. In the event of the contractors contravening this condition the CPCB Shall entitled to terminate the contract and to get the balance items under the contract executed at the risk and cost of the contractor and the contractor(s) shall be liable for any loss or damage which the CPCB may sustain in consequence or arising out of such replacing of the contract.

#### **V. RELATIONSHIP WITH THIRD PARTY**

All transaction between the contractor(s) and the third party shall be carried out as between two principals without reference in any event to the CPCB. The Contractors(s) shall also undertake to make third party fully aware of the position aforesaid.

#### **VI. LIABILITY FOR PERSONNEL**

All persons employed by the contractor(s) shall be engaged by them/him as his/their own employees in all respects and the responsibilities/obligations under contract Labour (R&R) Act 1970, the Indian Factory Act the Workmen compensation Act „Employees Provident Fund Act“ and under minimum wages Act and various other statutory enactments shall be that of the contractor.

The contractor shall indemnify the CPCB against all the claims whatsoever in respect of the said personnel and workmen compensation act, EPF Act, ESI Act, or any other statutory/Provisions or otherwise in respect of any damage, penalty, compensation, interest, fines payable in consequence of any accident or injury sustained by any worker of the Contractor. The contractor shall Co-ordinate with ESI authorities to get the family treatment card of Data Entry Operator, Stenographer, Assistant and Attendant etc.

The contractor shall also make available such returns/records for inspection by the CPCB authorized person. The contractor shall maintain necessary record and registers like wages book and wages slip, etc. register of unpaid wages and register of fines and deductions given the particulars as indicated in Appendix-III.

#### **VII. PERIOD OF CONTRACT:**

The contract shall remain in force for all purpose for a period of one year extendable on mutual consent for further period of one or more year on same terms & condition or such later date as may be decided by the Chairman, CPCB. But the Chairman, CPCB reserves right to terminate the contract at any time during its currency without assigning any reason there of by giving thirty days notice in writing to the contractor(s) at their last known place of residence/business and the contractors shall not be entitled to any compensation by reason of such termination. The action of Chairman, CPCB under this clause shall be final conclusive and binding on the contractors and shall not be called in question.



## **VIII. SUMMARY TERMINATION**

- (a) In the event of the contractors having been adjudged insolvent or goes into liquidation or winding up their business of making arrangements with their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, CPCB shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and to get the work done for the unexpired period of the contract at risk and cost of the contractors and to claim from the contractors any resultant loss sustained or cost incurred.
- (b) Chairman, CPCB shall also have without prejudice to other rights and remedies, the right in the event of breach by the contractors of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the unexpired period of the contract at the risk and cost of the contractors and/or forfeit the security deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the CPCB due to the contractor's negligence or unworkmen like performance of any of the service of the services under the contract.

## **IX. SECURITY DEPOSIT:**

- (a) The contractor(s) shall furnish within seven days from the acceptance of their tender, security deposit as prescribed in the invitation to tender failing which the contract shall be liable to cancellation at the risk and cost of the contractor(s) and the EMD will be forfeited and subject to such other remedies, as may be open to Chairman, CPCB under the terms of the contract.
- (b) The security should be deposited in prescribed forms given in the Appendix-II
- (c) The CPCB shall not be liable for payment of any interest on the security deposit or by depreciation thereof for the time it is held by the CPCB.
- (d) The Security will be refunded to the contractor(s) without interest on due and satisfactory performance of the services and on completion of all obligations by the contractor(s) under the terms of the contract and on submission of a "No Demand Certificate" subject to such deduction from the security, as may be necessary for making the CPCB claims against the contract.
- (e) In the event of termination of the contract, Chairman, CPCB shall have the right to forfeit the entire or part of the amount of security deposit lodged by the contractor(s) or to appropriate the security satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or cost that may be suffered or incurred by the CPCB.

## **X. SET-OFF**

Any sum of money due and payable to the contractor(s) (including security deposit returnable to them) under this contract may be appropriated by the CPCB and set off against any claim of the CPCB for the payment of any sum of money arising out of or under any other contract made by the contractor(s) with the CPCB.

## **XI PAYMENT:**

(a) Indicative list of statutory payments to be made in respect of personnel employed by the contractor under this contract are as under:

(1) minimum wages

(Minimum wages are applicable for under applicable as duly notified by Delhi Govt. from time to time, as the case may be)

(2) EPF

(3) ESI

(4) Service tax

(5) Such other statutory charges, if any,

The above list of statutory payment is only indicative and not exhaustive.

The contractor should submit all bill by the 15<sup>th</sup> of following month along with proof to the effect that the salary for the previous month has been paid to the Out-source persons. Payment of which will be made through Account Payee Cheque to the contractor(s)

## **XII LAW GOVERNING THE CONTRACT/DISPUTE RESOLUTION:**

The contract will be governed by the Laws of India, for time being in force as amended from time to time. Any disputes arising out of this contract will be settled in the court of Law of competent jurisdiction. The courts in Delhi shall have exclusive jurisdiction to adjudicate the disputes arising under the contract.

In the case of dispute, it can only be settled through and by invoking Arbitration clause.

### **SETTLEMENT OF DISPUTE AND ARBITRATION**

1. All disputes and differences arising out of or in connection with the contract and works of any nature assigned under the same (whether during the progress of the works or after their completion), determination, abandonment or breach of the contract shall be referred to a team of three men arbitrator appointed by the Chairman, CPCB. The arbitrators shall elect an umpire among them. In case of conflicting findings by the arbitrators, the decision of the umpire shall be final and binding. It will not be an objection to any such appointment that the arbitrators are the government servants and had any interest in the board or the contract entered into directly or indirectly. In all cases, the arbitrators shall state their decision in writing, if amount of claims in dispute is Rs. 50,000/- and above, the arbitrators shall give reasons for award. Subject as aforesaid the provisions of the arbitrations conciliation act or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
2. It is a term of the contract that the party involving the arbitration shall specify the dispute or dispute to be referred to the arbitrator under this clause together with the amount or amounts claimed in respect of each such dispute.

3. It is also a term of the contract that if the contractor's do not make any demand for arbitration in respect of any claims in writing after 90 days of receiving the intimation from the CPCB that final bill is ready for payment, the claim of the contractor's will be deemed to have been waived and absolutely barred and the board will be discharged and released of all liabilities under the contract in respect of these claims.
4. The decision of the employer regarding the quantum of reduction as well as justification thereof in respect of rates for sub-standard work which may be decided will be final and would not be open to arbitration. Provided always that no compensation shall be payable for any loss in consequence of hostilities or war-like operation (a) unless the contractor had taken all such precautions against Air raid as are deemed necessary by A.R.P officers or the Engineers in Charge, (B) for any materials etc., not on the site of work or for any tools and plant, machinery scaffolding temporary buildings and other things not intended for the work.
5. In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the employer compliance within such time as the employer may prescribe in that behalf and in the event of the contractor failing to effect such compliance within the time prescribed by the employer then the employer shall without prejudice to his other rights be entitled to withhold from the amount payable to the contractor any amount payable to the workmen under any such laws, regulations or rules and to make payment thereof to the workmen. The employer shall also have in that event the right to terminate the contract with immediate effect and to exercise powers reserved to their employer under the contract as a result of termination.

### **XIII. DUTIES AND RESPONSIBILITY OF THE CONTRACTOR(S):**

- (I) The manpower deployed by the service provider to the Central Pollution Control Board for rendering the services to be provided shall be paid by the Service Provider in regards to monthly payments of remuneration.
- (II) For the effective provision of the services to the client, the service provider, may replace or engage another manpower if so required by, the client.
- (III) The service provider shall bear all the tax liabilities as applicable, and is responsible for filling of return to any of the Government Departments as required under extant Rules, under intimation to the Client.
- (IV) The Service Provider shall ensure compliance of the provisions of the Minimum Wages Act, and EPF Act, the ESI Act, and Industrial Dispute Act, such other acts and rules in force as may be applicable with regard to provision of the services.
- (V) The Services provider shall submit proof of making of payment every month to the manpower deployed for the Central Pollution Control Board.

- (VI) The contractors shall advise the I/c AO(R). and officers authorized to act on his behalf the name of one or more responsible representative(s) authorized to act on their behalf in day to day working of the conduct. It shall be duty of such representative(s) to call at the office of the I/C AO (R). or an officer acting on his behalf, every day and generally to remain in touch with them to report the progress and generally to take instructions in the matter.
  
- (VII) The contractors shall strictly abide by Laws, rules & Regulations.
  
- (VIII) The contractor shall provide verifiable proof that EPF/ESI has been deposited in respect of particular workers, working under the Contractor who are working in CPCB along with the EPF/ESI number issued by concerned authorities. A copy of ESI card also be deposited with CPCB within one month period even in case of change of worker, failing which payment will not be released subsequently for the aforesaid period, without prejudice to the other actions.
  
- (IX) If the party fails to comply with the statutory/legal requirement, as stipulated in the terms & conditions of the tender within two months from the award of contract is liable to be terminated with one month's notice and security deposit be forfeited and in his place, second lowest/third lowest will be kept as back up to immediately to replace the terminated agency.
  
- (X) The firm shall issue monthly salary slips to the engaged staff showing the details of payments, deductions (including all statutory deduction) & net amount with requisite challans in each case/person indicating PF number, ESI card detail etc.
  
- (XI) Bids offering without Administrative charges would summarily be rejected.
  
- (XII) All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for each category.

- (XIII) The persons supplied by the Agency should not have any Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. Before deployment, the character and antecedents of persons will be verified by the Service Provider through local police, collecting proofs of residence, driving license, bank account details, previous work experience and recent photograph and a certification to this effect shall be submitted to this office. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request. A certificate to this effect should be submitted in the form of an Affidavit.
- (XIV) The service provider shall engage necessary persons duly qualified, as required by this office from time to time. The deployment of personnel is to be on monthly basis. The deployment/arrangement of the personnel should be in such a manner that there shall be no violations of any Rules including and weekly off days, as per Labour Laws.
- (XV) There is no Master and Servant relationship between the employees of the service provider and this office.
- (XVI) The service provider's person shall not claim any benefit/compensation/absorption/regularization of services from/in this office under the provision of Industrial Disputes Act, 1947 or Contract Labor (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the service provider to this Department.
- (XVII) That the persons engaged shall not be below the age of 21 years or above and they shall not interfere with the duties of the employees of this office.
- (XVIII) The service provider'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 of confidential/secret nature.

#### **XIV. RECORDS AND ACCOUNTS**

The Service Provider shall keep accurate and systematic records and accounts in respect of the services clearly identifying all charges and expenses. The Client reserves the rights to audit or to nominate a reputable accounting firm to audit the Service Provider's record relating to the amount claimed under this contract during its term or any extension, and for a period of three months thereafter.

## ANNEXURE – “A”

### TERMS OF REFERENCE

1. \_\_\_\_\_ (Here in after referred to as the „Service Provider“) will be responsible to the Central Pollution Control Board for the task of outsourcing manpower on contractual basis on the entire duration w.e.f. \_\_\_\_\_ to \_\_\_\_\_ or any other period as may be subsequently agreed to by the parties in writing. The Service provider would outsource the contractual manpower for the Client for the services to be rendered and for effective discharge of the services and in consonance with various Laws/Acts/Rules etc. in force, the number of manpower and remuneration shall not be less than as indicated below.
2. The Service Provider will enter into the contract directly with the manpower it proposes to engage for the Client and the client will not be a party directly or indirectly to the contract signed by the service provider with the manpower engaged by them. The Client will make monthly payments as decided to the Service Provider and remuneration will be paid to the engaged manpower by the Service Provider as decided in the Contract. The continuance of the manpower will however be subject to the satisfaction of the Client and the Service Provider will replace the manpower if so required by the Client.
3. The engagement will be purely on contractual basis by the Service Provider and the manpower deployed by the Service provider will have no claim what so ever for seeking regular appointments in the Government of India as the engagement will be by the Service Provider and not by the Client. While engagement and termination of engaged manpower will be the responsibility of the Service Provider, the Service Provider will be bound to replace such manpower as found unsuitable for discharge of the services and the Client will not entertain any requests or enter into any negotiations in this regard or with regard to engagement or termination of the deployed manpower, with either the Service Provider or the manpower engaged.
4. For effective discharge of the services and to maintain a central control, the manpower deployed by the Service Provider will be working under the directions and control of Incharge Admn(R), who will report to Member Secretary, CPCB or any other officers as may be decided by the Client. The manpower deployed will be at the disposal of and will report to Incharge Admn.(R) for duty and it shall be the duty of the manpower to report their absence on any working day(s) to their concerned Incharges in CPCB.
5. The Service Provider will be paid the contractual amount mentioned below. This amount will be inclusive of all **overheads** including mandatory subscriptions, service charge not exceeding Rs. \_\_\_\_ per person per month and taxes as applicable. The amount of service charge shall remain the same i.e. \_\_\_\_ per person if the term of contact extends beyond \_\_\_\_\_
6. The contractors shall quote his service charges inclusive of all taxes.
7. In case the minimum wages revised upward, the contractor is not entitled for any revision of his service charges.
8. The CPCB shall have no right/obligation to employee directly or indirectly any personnel introduction by the contractor.

9. The CPCB will not be responsible in any respect with regard to service conditions, salaries and conduct of the personnel provided by \_\_\_\_\_. The Contractor will be the employer of personnel and the CPCB will have to no concern/liability whatsoever in respect of their service.
10. The personnel provided by the contractor shall have no lien of claim in any manner on CPCB after their services are no more required by the CPCB or during their deployment. In case, the personnel resort to litigation in any court for any reason, service provider contractor will be solely responsible towards verdict of the court, at its own cost. The service provider contractor is liable for expenses, losses and damages, if any, due to his employees, any claim or suit or any such proceedings against CPCB and CPCB is entitled to deduct the sum from the pending or future bills of the service provider contractor.
11. The personnel of contractor will not take part in any activity of CPCB employee"s union/Association as well as visitors.
12. The Contractor is liable to provide his own personnel and can not take over the existing personnel if any of the earlier contractor. Upon termination of the contract, the contractor is liable to remove all his personnel from the premises of the CPCB failing which CPCB will be entitled to stop all payments due to the contractor.
13. The firm shall be wholly responsible for any loss or damage to the properties of the CPCB on account of any act or omissions by the firm or by any of his staff deployed for or engaged for the client.
14. The Service Provider shall ensure the integrity of the manpower to be engaged so that the secrecy and confidentiality of information/data of the CPCB is maintained. The Service Provider shall be liable for the loss and damage, if any caused, to the data due to lack of care and caution exercised by the Service provider or the manpower engaged by them and also for unauthorized communication of information/data by the Service Provider or the manpower deployed by them. In the event of such loss(s), damage(s) or unauthorized communication of information, the contract will forthwith be treated as terminated by the CPCB besides taking such punitive/penal action on the Service provider as it may deem fit.

**MODE OF PAYMENT:**

The Service Provider, for discharge of the services, will provide manpower and pay remuneration as decided to each person engaged on contract basis in the Central Pollution Control board.

**NATURE OF JOB**

**CONSOLIDATED AMOUNT TO  
BE PAID TO M/S**

	<u>Qualification</u>	
<u>S.No</u>	<u>Name of the Post</u>	<u>Qualification</u>
1	Data Entry Operator	(a) 12 <sup>th</sup> pass with knowledge of Computer (Ms-Word, Excel & Power Point) (b) 12 <sup>th</sup> pass with Science & Computer Skill (Ms-Word, Excel & Power Point)
2	Office Assistant	Graduate with knowledge of Computer (Ms-Word, Excel & Power Point)
3	Account Personnel	Commerce Graduate with the knowledge of Telly and other accounting Software.
4	Stenographer	Graduate, passing of test in English Shorthand and Typing at a minimum speed of 80 wpm and typing 40 wpm respectively.
5	Technician	Diploma in Engineering.
6	Scientific Assistant – I	Graduate in Science with Knowledge of Computer (MS-Word, Excel & Power Point)
7	Scientific Assistant –II	Post Graduate in Science or Bachelor in Engineering (Basic Computer Knowledge)
8	Attendant	Non Matric (8 <sup>th</sup> pass)

**Break up of the consolidated amount is as under:-**

Particular	Data Entry Operator	Office Assistant	Account Personnel	Stenographer	Technician	Scientific Assistant - I	Scientific Assistant - II	Attendant
Basic								
Other allowances								
ESI								
EPF								
Services Charges								
Total								
Service Tax								
Total amount								

**Tenderer's**

i) Telegraphic Address: \_\_\_\_\_

ii) Telephone No. (If Available) \_\_\_\_\_

Signature of Tenderer



## APPENDIX –I

1. Name and address of the tenderer and telegraphic address:

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### II COMPOSITION OF TENDERER:

It should be state whether the tenderer is Hindu Joint Family, business proprietorship concern or registered partnership firm or a Limited Company. The name and date of birth of all partners/Director, Proprietors, Karta of Joint Family should be given. It should be certified that there are no undisclosed partners. In the case of Limited companies, the authorized and paid up capital should be stated.

### III BUSINESS IN WHICH THE TENDERER IS EMPLOYED:

The nature of business in which the tenderer or partner of the tender's firm are engaged should stated together with particulars of where Head Office and branches if any, are located along with details of sister concern.

### IV EXPERIENCE OF WORKING:

Full particulars should be given if the tenderer has worked outsource contractor of the Central Govt. State govt. or Public/Private Companies. The period for which the work has been done should be clearly indicated. The tenderers should indicate clearly whether they are working as contractors on behalf of any departments of Central or State Governments or Railway etc. certificate of experience for preceding 3 years to be enclosed.

### Undertaking

V (A) Whether entered into any contract with CPCB earlier (if, given details)

(B) Whether EMD/Security deposit of the contractor has been forfeited by CPCB/any PSU/ State govt.

(C) In case, the firm is black listed by any authority of Govt. of India, the same may be intimated to the CPCB.

**Note:** The tenderers who's EMD/SD has been forfeited or black listed by the Govt. of India, will not be qualified.

### VI TENDERERS BANKS:

The name of the Bank or the Banks and the branches with the tenderer has dealings and who can certify the tenderer financial status should be given and necessary certificate to this effect.

- VII** Duly audited P&L account of preceding three years.
- VIII** Details of credit limit charged.
- IX** Income Tax Pan No.
- X** Details of immoveable properties:
  - a) Type of properties:
  - b) Identification No. with address:
  - (c) Owned in the name of:
- XI** List of participants/ Director.

Signature of Tenderer

## **APPENDIX –II**

The security deposit shall be furnished in any of the following forms.

### **Forms of Security**

Demand Draft/Bank Guarantee in favour of CPCB or FD.

### **Conditions**

CPCB will not pay any interest on the security deposit.

Signature of Tenderer

**PRICE BID**

To,  
 The Member Secretary  
 Central Pollution control Board  
 Parivesh Bhawan,  
 East Arjun Nagar,  
 Delhi – 110032

Dear Sir,

1. I/WE, submit the sealed price bid for appointment as \_\_\_\_\_ Contractor at CPCB\_\_\_\_\_.
2. I/We thoroughly examined and understood instruction to tenders, terms & conditions of contract given in the invitation to tender and those contained in the general conditions of contract and its appendix and agree to abide by them.
3. I/We hereby offer to provide personal at the following percentage of service change on the basic minimum wages notified by the Delhi Govt. as the case may be, applicable at the time of award of the contract for the contract for the entire tenure of the contract. I/WE undertake that I/WE are not entitled to claim any enhancement of rates on any account during the tenure of the contract except revision of minimum wages.

Particular	Data Entry Operator	Office Assistant	Account Personnel	Stenographer	Technician	Scientific Assistant - I	Scientific Assistant - II	Attendant
Basic								
Other allowances								
ESI								
EPF								
Services Charges								
Total								
Service Tax								
Total amount								

Any rates quoted in any other manner than the above will summarily rejected. In case the minimum wages is revised upward, the contractor is not entitled for revision of his service charges.

- a. I/We undertake to take responsibility of statutory liabilities such as minimum wages. EPF & ESI, Bonus etc. and will charge as per actual contribution made to concerned authorities against documentary proof and no service charges/Admn, overhead will be payable on these contribution.

I/WE agree to keep the offer open for acceptance up to 03 months.

4. I/We shall be bound by the communication of acceptance of the offer dispatched within the time and I/We also agree that if the date up to which the offer would remain open be declared a holiday for the CPCB, the offer will remain open for acceptance till the next working day.
5. As required, no document are being enclosed with price bid. Demand draft No. \_\_\_\_\_ dated \_\_\_\_\_ on the State Bank of India for sum \_\_\_\_\_ of \_\_\_\_\_ Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) is enclosed with the technical bid as earnest money in the event of my tender being accepted. I/We agree to furnish a security deposit as follows (here indicate the manner in which security is deemed to be furnished).
6. I/We do hereby declare that the entries made in the tender and appendixes/schedules attached with Technical Bid are true and also that we shall be bound by the act of my/our duly constituted attorney, Shri \_\_\_\_\_ whose signature are appended here to in the space as specified for the purpose and of any other person who in future may be appointed by me/us his stead to carry on the business of the concern whether any intimation of such charge is given to the Member Secretary ,CPCB or not.

Yours faithfully,

(\_\_\_\_\_)

Signature of Tenderer

(Capacity in which signing)

### **Cheklis of Documents Submitted**

<b>Sl.No.</b>	<b>Documents to be submitted</b>	<b>Submitted</b>	<b>Not Submitted</b>	<b>Remarks</b>
1	Valid license for running of service agency providing of manpower and requisite registration certificate under various statutory provisions of labour R&A Act. Employees Provident Fund and Miscellaneous Provision Act, ESIC etc.			
2	Work experience certificate and works presently in hand including details of establishments where the firm has provided the contractual employees during the past 3 years.			
3	Income Tax Pan No. of Firm.			
4	Attested copies of partnership deed/ copy of Memorandum and articles of association, as the case may be.			
5	Property details of the partners/firms/ establishment.			
6	Name and address of all the partners / Directors/ proprietors as the case may be.			
7	ESIC / EPF registration Nos.			
8	Name of Bankers, Copies of the IT Returns for the last three years.			
9	Earnest money deposit.			
10	Service Tax registration No.			
11	The firm should be ISO certified. Copy of certificate to be enclosed.			

Signature of Bidder Seal of Establishments

Full Name of Bidder with address and date

