

# TENDER DOCUMENT

**Tender No.**

**MPPCB/Pur.-Estt./02/2018-19**

**FOR**

**Service Contract for providing Contract Engineers, Contract Scientists, Contract IT Engineers, Contract Chemists & Contract Assistant Legal Officers on out-source basis.**



**Year: 2018 – 19**

**Last Date for Receipt of Tender: 28.03.2019; 1.00 P.M.**

**Date of Opening of Tender: 28.03.2019; 3.00 P.M.**

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**M. P. Pollution Control Board  
E-5 Sector, Paryawaran Parisar,  
Arera Colony, Bhopal – 462016**

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# M. P. POLLUTION CONTROL BOARD

PARYAWARAN PARISAR, E-5, ARERA COLONY, BHOPAL – 16

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Sealed tenders are invited for Service Contract for providing Contract Engineers, Contract Scientists, Contract IT Engineers, Contract Chemists & Contract Assistant Legal Officers on out-source basis from the reputed Service Providers and reputed firms / experienced agencies for the services as per following details:

Sl. No.	Particulars of Items/Services	Qty.	Earnest Money [Rs.]
1.	Service Contract for providing Contract Engineers, Contract Scientists, Contract IT Engineers, Contract Assistant Legal Officers and Contract Chemists	Minimum 25 numbers and may increase as and when required.	2,50,000.00 (Rupees Two Lakh Fifty Thousand Only)

The tender document including technical specifications of services / work shall be downloaded from the website on or before up to 1.00 PM on dated 28.03.2019 on payment of Rs. 1500.00 [Rupees One Thousand Five Hundred only] by demand draft in favor of Member Secretary, M. P. Pollution Control Board, Bhopal towards downloading the tender document from Website. The Tender documents will not be available in physical form and any amendment required after the publication of this notice will be available on only Board's website. The earnest money of requisite amount shall be submitted in a separate sealed envelop mentioning the details thereof. No tender shall be considered without requisite tender fee and earnest money. The bidder shall submit sealed tenders on or before at 1.00 p.m on dated 28.03.2019 and shall be opened on the same date at 3.00 p.m. in the presence of bidders, who wish to participate. The detailed terms & conditions are available in tender document. For detailed tender document and any amendment (if required) regarding the said tender shall be available on Board's Web site [www.mppcb.nic.in](http://www.mppcb.nic.in) and [www.govtenders.nic.in](http://www.govtenders.nic.in).

**[Administrative Officer]  
M.P. Pollution Control Board,  
Bhopal**



# M. P. POLLUTION CONTROL BOARD

PARYAWARAN PARISAR, E-5, ARERA COLONY, BHOPAL – 16  
Phone : [0755] 2466191, Fax : [0755] 2463742 E-mail : [it\\_mppcb@rediffmail.com](mailto:it_mppcb@rediffmail.com),  
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To,

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**Sub.: Sealed tenders for entering into Service Contract for providing Contract Engineers, Contract Scientists, Contract Chemists, Contract IT Engineers and Contract Assistant Legal Officers on out-source basis at MPPCB, Bhopal.**

Dear Sir,

M. P. Pollution Control Board desires to invite Service Contract proposal for outsourcing the of services of Contract Engineers, Contract Scientists, Contract Chemists, Contract IT Engineers and Contract Assistant Legal Officers at MPPCB, Bhopal for its Head Quarter and laboratories spread over whole of the state. Sealed tenders are invited from the reputed firms / agencies and / or service providers [approved by BIS/ISO], who are capable of performing such aforesaid services which are shown in the tender notice. The terms and conditions are as follows:

1. Madhya Pradesh Pollution Control Board invites Tenders for "Service Contract for providing Contract Engineers, Contract Scientists, Contract Chemists, Contract IT Engineers and Contract Assistant Legal Officers on out-source basis initially for a period of one year extendable further period of one or more years on mutual consent on same terms & Conditions. The number of out-source employees can be increased or decreased as per requirement of the Board.
2. Not more than one tender shall be submitted by one contactor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parities liable to rejection.
3. Applicant contractor must provide demand draft for Rs 1500/- (Rupees One Thousand Five Hundred only ) in favor of Member Secretary, M. P. Pollution Control Board payable at Bhopal obtained from any Nationalized/ scheduled Bank valid for six months with their application/downloaded tenders as the cost of tender forms/ documents. Tender not accompanied with the cost of tender

documents is liable to be rejected. However, public sectors undertaking / Govt. undertaking firms are exempted from the payment towards cost of tender documents. The Demand Draft attached/submitted for tender fee shall be non refundable.

- 4.** The service Provider must have an average annual turnover of Rs. 1.00 Crore (Rupees One Crore only) or above during the last three years duly certified by the Chartered Accountant. Self attested copy of Balance Sheet duly certified by Chartered Accountant or Turnover Certificate issued by Chartered Accountant shall be submitted with the technical bid.
- 5.** The Earnest Money Deposit (EMD) of Rs. 2,50,000/- (Rupees Two lakh Fifty Thousand only) in the form of demand draft drawn in favour of Member Secretary, M. P. Pollution Control Board, payable at Bhopal.
- 6.** The Competent Authority, M. P. Pollution Control Board reserves the right to cancel all the tenders without assigning any reasons at any time.
- 7.** Canvassing in any form in connection with tender is strictly prohibited and the tenders submitted by the contractor who resort to be canvassing, will liable to be Rejected.
- 8.** All rates should be quoted in the prescribed 'financial Bid' template in the tender. No documents may be enclosed with financial bid. The Service charges should be quoted in percentage (%) only. The offered rate of Service charges below 5% of basic minimum wages (as applicable) will not be considered and shall be liable for rejection. Rates other than service charges will be in accordance with government notifications issued from time to time.
- 9.** On acceptance of the tender, the name of the accredited representative (s) of the contractor who would be responsible for taking instructions from MPPCB shall be communicated to the MPPCB.
- 10.** The tender shall remain valid for a period of 360 days from the date of opening of tenders.
- 11.** This office reserves the right to award contracts to one or more bidders for the manpower covered by the tender.
- 12.** Merely submitting the tender with all the requirements does not bind the MPPCB to accept the lowest tender and Competent Authority, MPPCB 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.
- 13.** The successful bidder has to deposit two months wages of each employee to be engaged in the contract period as performance security in the form of an Account payee Demand Draft from a commercial bank.
- 14.** The offered rate of Service Charges below 5.00% of basic minimum wages (as applicable) shall not be considered and liable for rejection. The minimum 5%

service charge is arrived based on the consideration of Selected Bidder's charges towards hiring & deployment of manpower, payment of salaries, billing, compliance of statutory liability and acts, Development of IT facility and overhead charges. Bidder has to quote the service charge in percentage of up to one decimal only. If more decimal values are found, it would be rounded off to the nearest value removing the decimal value after one decimal i.e. 5.456% would be 5.4% and 5.678% would be 5.6%.

15. The following acts/rules/governing laws and any other prevailing laws for the deployment of manpower shall be strictly complied by the service provider:

- (i) Minimum Wages Act 1948
- (ii) Employees Provident Fund & Miscellaneous Provisions Act 1952
- (iii) Contract Labour Regulation & Abolition Policies 1970
- (iv) Payment of Wages Act 1936
- (v) Workman Compensation Act 1923 & any other Rules
- (vi) Provisions of GST
- (vii) Any other prevailing applicable laws/rules/acts.

### **TECHNICAL BID**

#### **1. Place of providing :**

The manpower i.e. Contract Engineers, Contract Scientists, Contract Chemists, Contract IT Engineers and Contract Assistant Legal Officers will be provided at M.P. Pollution Control Board, Paryawaran Parisar, E-5, Arera Colony, Bhopal, - 462016 and other Regional Offices located in Madhya Pradesh as and when required.

#### **2. Brief description of works and desired Qualification:**

The tenderers must get themselves fully acquainted with the location of office before submission of tender. The working hours are 10.30 AM to 5.30PM, observing the holidays of Madhya Pradesh Government at Bhopal. The persons proposed to be deployed and their essential and desirable qualification is as below:

<b>S.N.</b>	<b>Name of the Post</b>	<b>Essential Qualification (Any of the following)</b>	<b>Min. Experience</b>	<b>Desirable Qualification</b>
1.	Contract Engineer	B.E. / B.Tech. Environmental Engineer or Civil / Chemical with Master Degree in Environmental Engineering from Recognized University.	02 years	Candidates with Outstanding academic carrier and have passed National Level tests such as CSIR/UGC lectureship (NET), GATE etc. will be
2.	Contract Scientists	P.G. Degree in Chemistry, Zoology /Botany /Environmental Science from Recognized University.	01 years	
3.	Contract IT Engineers	B.E./B.Tech. IT Engineering or CSE from Recognized University.	02 Years	

				preferred.
4.	Contract Assistant Legal Officer	Graduate in Law from Recognized University.	02 years	--
5.	Contract Chemists	B.Sc. Degree in any Science stream from Recognized University.	02 years	--

### 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**:- Person or persons signing the tender shall state in what capacity he/she 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 Rs. 2,50,000/- (Rupees Two lakh Fifty Thousand Only) in the form of demand draft drawn in favour of M.P. Pollution Control Board, payable at Bhopal. 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 MPPCB 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 renderers fails to furnish the requisite security deposit by the due date without prejudice to any other rights and remedies of the MPPCB under contract and law. The earnest money will be returned to all unsuccessful renderers without interest as soon as practicable, after decision on tenders and the successful renderer furnished a security deposit. No interest shall be payable on the amount of earnest money in any case.

### 5. SECURITY DEPOSIT:

- i) The successful bidder has to deposit two months wages of each employee to be engaged in the contract period as performance security in the form of an Account payee Demand Draft from a commercial bank.
- ii) The Security deposit furnished by the renderer would be subject to the terms & conditions given in the Annexure of this tender and the MPPCB 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. ACCEPTANCE OF TENDER**

The tenderer should be prepared to proceed to MPPCB and without any obligation, if called upon to do so for physical verification by the committee to act on his behalf from MPPCB as the case may be at their own expenses. The Chairman MPPCB 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.

**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 "MPPCB" wherever occurs shall mean Madhya Pradesh Pollution Control Board and will include its Chairman and Member Secretary and its successor or successors and assigners.
- (c) The terms Competent Authority shall mean Chairman, MPPCB and its successor or successor's assignees.
- (d) The terms MS shall mean Member Secretary, MPPCB and its successor or successor's assignees.
- (e) The term "Contractor" shall mean and include the person or persons, 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.
- (f) The term "Contract Rates" shall mean the rate of payment accepted by the MS, MPPCB for and on behalf of MPPCB.

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

- a) The parties to the contract are Contractors and MPPCB, represented by the MS and, or any other person authorized to act on behalf of the MPPCB.

- 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, MPPCB 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 make any change in the constitution of the firm during the tenure of the contract period without the prior approval of the MPPCB. The contractors shall notify, to the MPPCB 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 MPPCB 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 MPPCB. In the event of the contractors contravening this condition the MPPCB 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 MPPCB 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 MPPCB. The Contractor(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 him/them as his/their own employees in all respects and the responsibilities/ obligations under Security Act 2005, 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 employees should be benefitted with "Employee Nomination Program, 2017" notified vide Gazette No. 900 dated 30.12.2016, for which necessary provisions should be made by the Contractor.

The contractor shall indemnify the MPPCB 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 for Contract Engineers, Contract Scientists, Contract Chemists, Contract IT Engineers and Contract Assistant Legal Officer.

The contractor shall also make available such returns/records for inspection by the MPPCB 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. All employees deployed by the contractor shall be liable for furnishing details such as Aadhar number, Bank Account number, EPF number. In case, if the contractor fails to deposit the necessary deduction such as EPF, the Board will deposit the same into employee's account and the equivalent amount will be deducted from the payable amount of the contractor.

## **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 years on same terms & conditions or such later date as may be decided by the Chairman, MPPCB. But the Chairman, MPPCB reserves right to terminate the contract at any time during its contract period without assigning any reason thereof 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, MPPCB 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 or 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, MPPCB 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, MPPCB 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 un-expired 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 MPPCB due to the contractor's negligence or unworkmen like performance of any of the services 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, MPPCB under the terms of the contract.
- (b) The successful bidder has to deposit two months wages of each employee to be engaged in the contract period or Rs. 5,00,000.00 (whichever is higher) as performance security in the form of an Account payee Demand Draft from a nationalized commercial bank.
- (c) The MPPCB 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 MPPCB. 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 MPPCB claims against the contract.
- (d) In the event of termination of the contract, Chairman, MPPCB 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 MPPCB.

#### **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 MPPCB and set off against any claim of the MPPCB for the payment of any sum of money arising out of or under any other contract made by the contractor(s) with the MPPCB.

## **XI. PAYMENT**

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 should be as per State Government of Madhya Pradesh.
- (2) EPF
- (3) ESI
- (4) Service tax or any other taxes (if any)
- (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 7<sup>th</sup> day of following month along with proof to the effect that the salary for the previous month has been paid to the Out-source persons along with EPF and ESI Contribution, Service Tax etc. Payment of which will be made through RTGS / NEFT to the contractor(s). The bidder shall also provide Bank Name, Account Name, Account Number, Account Type, Branch IFSC Code for safer & easier payment transaction through RTGS/NEFT.

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

The contract will be governed by The Indian Contract Act, 1872 & The Arbitration and Conciliation Act, 1996 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 Bhopal 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 Sole Arbitrator appointed by the Chairman, MPPCB. The decision of the Sole Arbitrator shall be final and binding. It will not be an objection to any such appointment that the arbitrator are the government servant and had any interest in the board or the contract entered into directly or indirectly. In all cases, the arbitrator shall state their decision in writing, if amount of claims in dispute is Rs. 50,000/- and above, the arbitrator shall give reasons for award. Subject as aforesaid the provisions of The Arbitration and Conciliation Act, 1996 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. Any disputes arising out of this contract will be settled in the court of Law of competent jurisdiction. The courts in Bhopal shall have exclusive jurisdiction to adjudicate the disputes arising under the contract.

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 MPPCB 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 Administrative Officer. (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 M.P. Pollution Control Board for rendering the services to be provided shall be paid by the Service Provider in regards to monthly payments of remuneration. All employees deployed by the contractor shall be liable for furnishing details such as Aadhar number, Bank Account number, EPF number. In case, if the firm fails to deposit the necessary deduction such as EPF, the Board will deposit the same into employee's account and the equivalent amount will be deducted from the payable amount of the contractor.

- (II) For the effective provision of the services to the client, the service provider, shall replace or engage another scientific or technical 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, the 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. The Contractor will be liable to comply the provisions notified in Gazette vide no. 900 dated 30.12.2016 towards the benefits of the employees under "Employee Nomination Program, 2017".
- (V) The Service provider shall submit proof of making of payment every month to the manpower deployed for the M.P. Pollution Control Board.
- (VI) The contractors shall advise the A.O. 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 working of the conduct. It shall be duty of such representative (s) to call at the office of the Administrative Officer 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. The Contractors shall be 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 MPPCB along with the EPF/ESI number issued by concerned authorities. A copy of ESI card also be deposited with MPPCB 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 Service 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 18 years 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.
- (XIX) On the breach of any term of condition of this contract by the bidder, the said Chairman shall be entitled to forfeit the earnest money, security deposit and the balance thereof that may at that time be remaining and to realize and retain the same as damages and compensation for the said breach but without prejudice to the right of the said Board to recover any further sums as damages from any sums due or which may be come due to the contractor by M.P. Pollution Control Board, or otherwise howsoever.

#### **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.

### **TERMS OF REFERENCE**

1. \_\_\_\_\_ (Here in after referred to as the "Service Provider") will be responsible to the M.P. 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.
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 MPPCB 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 AO who will report to Member Secretary, MPPCB or any other officers as may be decided by the Client. The manpower deployed will be at the disposal of and will report to A.O. 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 MPPCB.
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 MPPCB shall have no right/obligation to employee directly or indirectly any personnel introduction by the contractor.
9. The MPPCB will not be responsible in any respect with regard to service conditions, salaries and conduct of the personnel provided by (Name of Service Contractor). The Contractor will be the employer of personnel and the MPPCB 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 MPPCB after their services are no more required by the MPPCB 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 expenses is liable for losses and damages, if any, due to his employee, any an proceeding claim or suit or any such proceeding against MPPCB and MPPCB 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 M. P. Pollution Control Board employee's union / association as well as visitors.
12. The Contractor is liable to provide his own personnel. Upon termination of the contract, the contractor is liable to remove all his personnel from the premises of the MPPCB failing which MPPCB 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 MPPCB 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 MPPCB 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 MPPCB besides taking such punitive/penal action on the Service provider as it may deem fit.
15. As per the provision contained in Ministry of Finance Deptt. Of Expenditure Office Memorandum No. 29(1)/2014-PPD Dated 28.01.2014 Service Charge below Zero% (NIL) will be treated as unresponsive and summarily rejected. Service charge will be applicable only on Gross wage payment excluding service tax.
16. Notwithstanding anything stated above the competent authority of the Board reserves the right to assess the capability and capacity of the bidder to perform the contract, should the circumstances warrant such an assessment in the overall interest of the Board.



**NATURE OF JOB CONSOLIDATED AMOUNT TO BE PAID TO M/S**  
**Break-up of the consolidated amount is as under:-**

S.N.	Name of the Post	Descript				
		Basic	ESI	EPF	Service Charge* (in %)	Total (Rs.)
1.	Contract Engineers					
2.	Contract Scientists					
3.	Contract IT Engineers					
4.	Contract Chemists					
5.	Contract Assistant Legal Officers					

\*Note: The Service charges should be quoted in percentage (%) only. The offered rate of Service charges below 5% of basic minimum wages (as applicable) will not be considered and the offer shall be liable for rejection. Rates other than service charges will be in accordance with government notifications issued from time to time.

**Tenderer's**

(1) Telegraphic Address:

.....  
 .....  
 .....

(2) Telephone No. (If available)

**(Signature of the Tenderer)**

**APPENDIX –I**

**I. 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 be 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 M.P. 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 M.P. 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 MPPCB earlier (if, yes give details)
- (B) Whether EMD/Security deposit of the contractor has been forfeited by MPPCB/any PSU/ State govt.
- (C) In case, the firm is black listed by any authority of Govt. of India / State Government the same may be intimated to the MPPCB.

**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 including duly audited P&L account of preceding three years, Details of credit limit charged, Income Tax Pan No, Details of immovable properties (Type of properties, Identification No. with address, Owned in the name of, List of participants/ Director) along with necessary certificate to this effect.

**Signature of Tenderer**

## **Procedure for submission of bids/tenders :**

Each bidders shall submit offer in three sealed envelopes A, B and C. All the three envelopes should be enclosed in a single outer envelope and submitted, at the address stated in the table of Important Information, super scribed as "BID DOCUMENTS - Tender for Identification of Service Provider for Supply of Man Power such as Contract Engineers, Contract Scientists, Contract IT Engineers, Contract Assistant Legal Officers and Contract Chemists for M. P. Pollution Control Board" – NOT TO BE OPENED BEFORE THE DUE DATE ON 28.03.2019 at 3.00 p.m. All the pages of technical bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before submitting. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

**Envelop "A" (Earnest Money & Tender Cost):** The envelope "A" shall contain Demand Draft of earnest money (Rs. 2,50,000.00) and tender cost (Rs. 1,500.00) in favor of Member Secretary, MPPCB payable at Bhopal, towards downloading tender document from the web site. The envelop "A" shall be opened on 28.03.2019 at 3.00 pm in the presence of the bidders or their authorized representatives. Insufficient amount furnished as earnest money and tender cost shall make the offer liable for rejection.

**Envelop "B" (TECNICAL BID):** The Envelope "B" shall contain all relevant technical documents as mentioned in the "Annexure-B" and all required documents, Tender Acceptance Letter (Annexure-A), Letter of Authorization to submit, No near relative Certificate and evidences for doing similar nature of work, experience in the similar field, detailed list of similar manpower available, copy of GST registration and Income Tax registration [PAN], copy of undertaking regarding not being blacklisted, terms & conditions, company profile (Memorandum of Understanding) etc. Non – production of any of the documents may lead to rejection of the Bid / offers. Envelop "B" shall be opened only of those bidders who have submitted EMD and tender cost of valid/specified amount. The bidders who intend may be present at the time of opening of Bid. The envelop "B" shall be opened on 28.03.2019 at 3.00 p.m. Offers received in due time shall be evaluated technically by technical committee constituted by the Competent Authority, M. P. Pollution Control Board. The Committee may invite the bidders for the present their capability and capacity of the service provider on a specified day.

**Envelop "C" [FINANCIAL BID]:** Offers received in due time shall be evaluated technically by a committee constituted by the Competent Authority, M. P. Pollution Control Board and as per the recommendation of committee, depending upon the suitability of services with respect to performance deployed to other organizations and other documents submitted in the technical bid etc., the financial offer shall be opened. The date of opening of financial bids will be informed later. The bidder shall also submit necessary information such as Bank Name, Account Name, Account Number, Account Type, Branch IFSC Code for the safer & easier payment transaction through RTGS /NEFT. The Financial Bid shall comprise of Financial bid undertaking (Annexure-"C") and Schedule of Financial bid as provided in Annexure "D". In case if the same is found to be tempered / modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with MPPCB.

Notwithstanding anything stated above the competent authority of the Board reserves the right to assess the capability and capacity of the bidder to perform the contract, should the circumstances warrant such an assessment in the overall interest of the Board.

**Short listing Criteria:** Any attempt by a Service provider to influence the bid evaluation Process may result in the rejection of its bid. The committee constituted by MPPCB will evaluate the Bid to short-list the service providers according to the Technical Qualification criteria given in this document.

**Short Listing Criteria and Evaluation Process:** MPPCB will shortlist service providers who meet the Technical Qualification criteria mentioned in this Invitation to bid in a following manner:

- a. The evaluation will be in 2 stages i.e. Technical Qualification (TQ) & Commercial proposal submitted by the service providers.
- b. The service providers will be shortlisted based on the Technical Qualification criteria as given in Bid document.
- c. The service providers who qualify in Technical Qualification evaluation will be eligible for opening of Financial Bid.
- d. The Financial Proposals of the service providers who have qualified in the Technical Evaluation will be evaluated.
- e. Minimum Technical Score required to qualify is 50 marks. Bidders who scored less than 50 marks would be disqualified.
- f. All bidders, who get more than 50, would be ranked. The bidder who gets the highest technical marks would be ranked as first. Other bidders will get the ranking accordingly.
- g. Only bidders whose ranked in top Six (6) in the Technical scoring and have been found to be substantially responsive shall be declared eligible for their price bid opening, other bidders would be declared as disqualified.
- h. The overall method of evaluation is Quality cum Cost Based Selection (QCBS (70:30)) only. The Technical Evaluation Score will be given a weightage of 70% and the Financial Evaluation Score, a weightage of 30%, to arrive at the overall score. The bidder who scores the highest overall score will be considered for selection.

**Note:** MPPCB may ask service providers at this stage to give Technical Presentation on their Technical solution. Venue, Date & time will be communicated to the service providers at a later date.

**Technical Marking Criteria:** Technical evaluation would be done for only those who would be qualified at the eligibility criteria stage. Following are the criteria of Technical marking:

Sr. No.	Technical Scoring Criteria	Documents to be Provided	Marks Allotted	Total Marks
1.	The Bidder should be a legally registered entity in India, Registered as Manpower Supply	Copy of Registration Certificate of the Firm (Proprietor firm)	<ul style="list-style-type: none"> <li>• If less than 5 years= 0 marks</li> <li>• For every</li> </ul>	10

	Agency since last 5 (Five) years as on 31 <sup>st</sup> December 2018.	/partnership firm/ Society/ Co-operative society /Limited Liability Partnership (LLP) / Company incorporated under Companies Act, 1956 as applicable)	completed additional year, two mark shall be allotted to maximum 10 marks.	
2.	Ownership type of Bidder's firm	Copy of Registration Certificate of the Firm (Proprietor firm /partnership firm/ Society / Co-operative society /Limited Liability Partnership (LLP) / Company incorporated under Companies Act, 1956 as applicable)	<ul style="list-style-type: none"> <li>• Company incorporated under Companies Act, 1956/Corporation = 10 marks</li> <li>• Public Sector Undertaking of Central or State Government = 10 marks</li> <li>• Society/Co-operative society = 10 marks</li> <li>• Limited Liability Partnership (LLP) = 8 marks</li> <li>• Proprietor firm/partnership firm = 6 marks</li> </ul>	10
3.	The Bidder should have experience of running / completed at least three similar projects of providing minimum 200 resources in each Work-Order/Project in last five years (01.01.2014 onwards)for any Central / State Government / Government Corporation / PSU for at least six months.	Copy of work orders / PO should be furnished as documentary proof.	<ul style="list-style-type: none"> <li>• If less than 3 projects= 0 marks</li> <li>• For every additional completed project Four marks shall be allotted to maximum 20 marks.</li> </ul>	20
4.	Average number of Manpower per month for whom Provident Fund deposited for the last financial year (Total Manpower figure of 12 month/12) as on 31 <sup>st</sup> December, 2018.	Annual EPFO return	<ul style="list-style-type: none"> <li>• For every 100 Manpower Four marks would be awarded Maximum 20 Marks</li> </ul>	20
5.	Minimum Average Annual Turnover of last three years from Man Power supply (2015-16, 2016-17, 2017-18) should be One Crore per Year.	CA Certificate showing Average Annual Turnover for providing Manpower Supply Services.	<ul style="list-style-type: none"> <li>• If Average Annual Turnover is less than One Crore = 0 marks.</li> <li>• For every additional One Crore Turnover, Four marks shall be allotted up to maximum 20 marks.</li> </ul>	20
7.	Write up on why the firm is best fit to work with M. P. Pollution Control Board, Bhopal.	Write-up not more than 250 Words.	<ul style="list-style-type: none"> <li>• Excellent = 15 marks</li> <li>• Good = 10 marks</li> <li>• Average = 8 marks</li> <li>• Below Average = 6 marks</li> </ul>	15

			<ul style="list-style-type: none"> <li>• Poor = 0 marks</li> </ul>	
8.	Completeness of proposal with all respect, i.e. provided checklist, provided relevant documents, numbered pages and proper references.	Proposal Document	<ul style="list-style-type: none"> <li>• Provided table of content = 1 mark</li> <li>• Provided checklist = 1 mark</li> <li>• Provided Relevant Documents = 1 mark</li> <li>• Provided Serial Numbers at every page = 1 mark</li> <li>• Provided correct page reference = 1 mark</li> </ul>	5
<b>Total Marks</b>				100

**Note:**

- i.) Relevant supporting documents (all the bid pages stamped and ink signed by authorized person) should be furnished without fail otherwise the bid will be treated as “non-responsive” and rejected.
- ii.) Any service provider who offers discounts/ benefits suo-moto after opening of commercial bid(s) will be automatically disqualified from the current bidding process without any prior notification and also may be disqualified for future bidding processes.
- iii.) No deviations of whatsoever nature are allowed in the pre-qualification criterion.
- iv.) Any deviation shall be treated as termination of contract and shall attract the liability as specified in the Tender.
- v.) Service provider shall not have conflict of interest that may affect the bidding process or the Service provider. Any applicant found to have a Conflict of Interest shall be disqualified.

**Annexure-“A”**  
**(Tender No. MPPCB/Pur.-Estt./02/2018-19)**  
**TECHNICAL BID (Envelop-B)**

<b>S.N.</b>	<b>Particulars</b>	<b>Documents attached</b>
1.	Name of the Agency	
2.	Name of Owner / Director	
3.	Date of establishment of the Agency	
4.	Detailed Office Address of the Agency with Office Telephone Number, Fax No. and Mobile No., e-mail address and Name of Contact Person	
5.	Valid License for running of service agency provided The Private Security Agencies (Regulation) Act, 2005 of Manpower and requisite registration certificate under various statutory provisions of labour R&A Act 1970. Employee Provident Fund and Miscellaneous Provision Act, ESCI etc. (Copies of all certificates of registration to be enclosed).	
6.	Work Experience certificate for working with any agency of Central / state/PSU as Manpower Supply Agency and works presently in hand including details of establishment where the firm has provided the contractual employees during the past five years (Copies to be attached)	
7.	Audited Balance Sheet or Turn Over Certificate by Chartered Accountant of last three years	
8.	Income Tax / PAN No. of the Firm (Copy to be enclosed)	
9.	Attested copies of Partnership deed / copy of Memorandum and articles of association, as the case may be (Copy to be enclosed)	
10.	Property details of the partners / Firms / establishment. (Copy to be enclosed)	
11.	Name and Address of all the partners / Directors / Proprietors as the case may be (Copy to be enclosed)	
12.	Valid ESIC and EPF registration Certificates (Copy to be enclosed)	
13.	Name of Bankers, Copies of the IT Returns for the last three years (copy to be enclosed)	
14.	Earnest Money Deposit as specified in the tender submitted	
15.	Valid Service Tax/GST Registration Certificates (Copy to be enclosed)	
15.	The firm should be ISO Certified (Copy to be enclosed)	
16.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner / partners anywhere	

	in the State / India (if no, a undertaking/certificate is to be attached in this regard)	
17.	No Deviations from Terms and Conditions of Bid Document and mandatory compliance of all statutory liabilities and other terms and conditions as specified in this bid document.	
18.	Information regarding Bank details such as Account Number, Account Type, IFEC Code for remittance through RTGS/NEFT	



**Annexure-“B”**  
**(Tender No. MPPCB/Pur.-Estt./02/2018-19)**  
**TECHNICAL BID**

**(Envelop-B)**  
**TENDER ACCEPTANCE LETTER**  
**(To be given on Company Letter Head)**

Date:

To,

**The Member Secretary,  
M. P. Pollution Control Board,  
E-5, Arera Colony, Paryawaran Parisar,  
Bhopal – 462 016 (M.P.)**

**Sub: Acceptance of Terms & Conditions of Tender.**

**Tender Reference No: MPPCB/PUR.-ESTT./02/2018-19.**

**Name of Tender / Work:** Service Contract for providing Contract Engineers, Contract Scientists, Contract Chemists and Contract Assistant Legal Officers on out-source basis.

Dear Sir,

1. I/ We have obtained the tender document (s) for the above mentioned namely:

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as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We certify that all information I/We hereby declare that Government of India, Government of Madhya Pradesh or any other Government body such as PSU, Corporation, Boards has not declared us ineligible or blacklisted us on charges of engaging in criminal, corrupt, fraudulent, collusive or coercive practices or any failure / lapses of serious nature.
6. I/We hereby certify that the above information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully

**Signature of the Bidder  
with Official Seal**

**Annexure-“C”**

**TENDER NOTICE NO. MPPCB/PUR.-ESTT./02/2018-19  
(Envelope-“C”)  
FINANCIAL BID UNDERTAKING**

**From: (Full name and address of the Bidder):**

.....  
.....  
.....

To,

**The Member Secretary,  
M. P. Pollution Control Board,  
Bhopal -462 016 (M.P.)**

1. I submit the Financial Bid for “Service Contract for providing Contract Engineers, Contract Scientists, Contract IT Engineers, Contract Assistant Legal Officers and Contract Chemists on out-source basis” and related activities as envisaged in the Bid document.
2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer to work at the rates as indicated in the Financial Bid, inclusive of all applicable taxes.

Yours Faithfully,

**Signature of Bidder /  
authorized Representative**

**Annexure-“D”**  
**(Tender No. MPPCB/Pur.-Estt./02/2018-19)**  
**FINANCIAL BID (Envelope-“C”)**

**(To be given on Company Letter Head)**

To,

**The Member Secretary**  
**M. P. Pollution control Board**  
**E-5, Paryawaran Parisar,**  
**Arera Colony, Bhopal.**

Sir,

1. I/WE, hereby submit the financial bid for appointment as Service Provider Contractor for providing Contract Engineers, Contract Scientist, Contract IT Engineers, Contract Assistant Legal Officers and Contract Chemists at M. P. Pollution Control Board at its Head Quarter & Regional Offices situated in Madhya Pradesh.
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 Annexure and agree to abide by them.
3. I/We hereby offer to provide personal at the following rates of service charge on the basic minimum wages notified by the Madhya Pradesh Government as the case may be, applicable at the time of award of the contract for the contract for the entire tenure of the contract.
4. 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.

S.N.	Name of the Post	Description of Wages				
		Basic	ESI	EPF	Service Charge* (in %)	Total (Rs.)
1.	Contract Engineers					
2.	Contract Scientists					
	Contract Assistant Legal Officers					
3.	Contract IT Engineers					
4.	Contract Chemists					

*\* Note: The Service charges should be quoted in percentage (%) only. The offered rate of Service charges below 5% of basic minimum wages (as applicable) will not be considered and the offer shall be liable for rejection. Rates other than service charges will be in accordance with government notifications issued from time to time.*

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. Service tax/GST shall only be payable on the Service Charge.
- b). I/WE agree to keep the offer open for acceptance up to 360 days from the date of opening of tender.
5. 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 M.P. Pollution Control Board, the offer will remain open for acceptance till the next working day.
6. I/We hereby declare that Government of India, Government of MP or any other Government body such as PSU, Corporation, Boards etc. has not declared us ineligible or blacklisted us on charges of engaging in criminal, corrupt, fraudulent, collusive or coercive practices or any failure / lapses of serious nature.
7. In the event of my tender being accepted, I/We hereby agree to furnish a Performance Security Deposit as shown in the bid document.
8. 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 ,MPPCB or not.

Your's faithfully,

**Signature of Tenderer**

**(Capacity in which signing)**

## CHECK LIST

**[Tender No. MPPCB/Pur.-Estt./02/2018-19]**

**Name of Work:** Identification of Service Provider for Service Contract for providing Contract Engineers, Contract Scientists, Contract Chemists and Contract Assistant Legal Officers on out-source basis.

<b>ENVELOP "A"</b> <i>(EMD &amp; Tender Cost)</i>	Earnest Money of requisite amount (Rs. 2,50,000.00) and tender cost (Rs. 1,500.00) in the form of Demand Draft in favor of Member Secretary, MPPCB payable at Bhopal for downloading tender document from web site.
<b>ENVELOP "B"</b> <i>(Technical Bid along with all relevant documents as mentioned in the tender document)</i>	<ul style="list-style-type: none"><li>• Tender Acceptance Letter (Annexure-A), Letter of Authorization to submit</li><li>• No near relative Certificate</li><li>• Annexure-B along with all related documents</li><li>• Company's Registration details/ Company Profile along with related document</li><li>• Valid copy of ESIC Certificate</li><li>• Copy of valid EPFO certificate</li><li>• Copy of Service Tax/GST registration number</li><li>• Copy of PAN No</li><li>• Annual Turnover certificate from CA</li><li>• Copies of annual EPFO return</li><li>• Undertaking regarding not being blacklisted</li><li>• Copies of Work Orders &amp; work completion certificate etc.</li><li>• Write up on why the firm is best fit to work with MPPCB, Bhopal</li><li>• Information regarding Bank Name, Account Name, Account Number, Account Type,, Branch IFSC Code for safer &amp; easier payment transaction through RTGS/NEFT.</li><li>• Any other relevant document as mentioned in the tender document.</li></ul>
<b>ENVELOP "C"</b> <i>(Financial Bid)</i>	<ul style="list-style-type: none"><li>• Financial Bid Undertaking in annexure "C"</li><li>• Schedule of Financial Bid in Annexure "D"</li></ul>

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