



## Tamil Nadu Pollution Control Board

### TENDER DOCUMENT

**For Supply Tender Document For The Supply Of Labourers And Supervisors For House-Keeping Services In The Tamil Nadu Pollution Control Board, Corporate Office And Annexe Building**

1.	ADVERTISED ON	:	06.01.2022
2.	PRE-BID MEETING	:	24.01.2022 AT 3.00 PM
3.	LAST DATE & TIME FOR SUBMISSION OF TENDER	:	28.01.2022 upto 3.00 p.m.
4.	DATE & TIME OF OPENING OF TECHNICAL BIDS	:	28.01.2022 at 4.00 p.m.

### TAMIL NADU POLLUTION CONTROL BOARD

No.76, Mount Salai, Guindy, Chennai-600032.  
Phone:22353134,Fax:044-22353068

**Email: [manager@tnpcb.gov.in](mailto:manager@tnpcb.gov.in)**

**Website:**<http://www.tnpcb.gov.in>



## **TAMIL NADU POLLUTION CONTROL BOARD**

### **TENDER DOCUMENT FOR THE SUPPLY OF LABOURERS AND SUPERVISORS FOR HOUSE-KEEPING SERVICES IN THE TAMIL NADU POLLUTION CONTROL BOARD, CORPORATE OFFICE AND ANNEXE BUILDING**

#### **TABLE OF CONTENTS**

<b>Sl. No.</b>	<b>Subject</b>	<b>Page No.</b>
I.	Scope of Tender	3
II.	Notice Inviting Tender	4
III.	Special Instructions	6
IV.	Instructions to the Bidders	7 to 20
V.	Special Terms & Conditions of the Tender	21 to 28
VI.	Letter of Tender	29
VII.	Technical Bid	31
VIII.	Statements and Declarations	33 to 35
IX.	Bill of Quantities (Price Bid)	36



## **Tamil Nadu Pollution Control Board**

### **I. SCOPE OF TENDER**

Supply of Labourers and Supervisors for house-keeping services in the Tamil Nadu Pollution Control Board, Corporate Office and Annexe Building located in No.76, Mount Salai, Guindy, Chennai-600032

The Tamilnadu Prevention and Control of Water Pollution Board was constituted by the Government of Tamilnadu on twenty seventh day of February, Nineteen eighty two (27-2-1982), The Tamil Nadu Pollution Control Board has proposed to outsource the supply of labourers and supervisors for house-keeping services in the Tamil Nadu Pollution Control Board, Corporate Office and Annexe Building located in No.76, Mount Salai, Guindy, Chennai-600032

The successful Tenderer shall supply the labourers and supervisors for house-keeping services in the Tamil Nadu Pollution Control Board, Corporate Office.

The Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000 shall apply to this Tender.

## II. NOTICE INVITING TENDER

Sealed tenders are invited from the reputed manpower agencies for supply of labourers and supervisors for house-keeping services in the Tamil Nadu Pollution Control Board, Corporate Office and Annexe Building located in No.76, Mount Salai, Guindy, Chennai-600032

Bidding will be conducted under two cover system confirming to Tamilnadu Transparency in Tender's Act-1998 and Rules 2000.

1.	Name of the work	supply of labourers and supervisors for house-keeping services in the Tamil Nadu Pollution Control Board, Corporate Office and Annexe Building.
2.	Cost of Tender Document and availability	Tender document can be downloaded from the Tamil Nadu Pollution Control Board website <a href="http://www.tnpcb.gov.in">www.tnpcb.gov.in</a> at free of cost. Hardcopy of the tender document will be available at a cost of Rs. 1000/- plus GST at the Tamil Nadu Pollution Control Board, Corporate Office during working hours. For obtaining the tender document through post an additional postage charge of Rs. 100/- will be collected. Firms claiming exemption for tender cost should give copy of relevant documents including the document showing the exemption from payment of tender cost.
5.	Earnest Money Deposit (EMD)	Rs. 20,000/- (Rupees Twenty Thousand only). Firms claiming exemption for EMD should give copy of relevant documents including the document, showing the exemption from payment of EMD.
6.	Date of Pre-Bid Meeting	24.01.2022 at 3.00 p.m.
7.	Last Date and Time for Submission of Tender	28.01.2022 upto 03.00 p.m.
8.	Due date and time for opening of Technical Bids	28.01.2022 at 04.00 p.m. If the due date happens to be a holiday, the bids will be received and opened on the next working day.
9.	Contract Period	Two Years

Consortium bids are not acceptable. For all other conditions / instructions please refer bid document

The Tamil Nadu Pollution Control Board, shall not be responsible for any postal delay or any loss of Tenders in transit. The Tamil Nadu Pollution Control Board, reserves the right to amend or withdraw any of the Terms and Conditions in the Tender Document or to cancel / reject all the tenders received without giving any notice or assigning any reason.

The Tenderers are requested to view the above Websites for any changes / amendments / corrigenda in the Tender which may be issued up to 2 days before the last date for submission of the Tender.

CHAIRMAN

Tamil Nadu Pollution Control Board

### **III. Special Instructions for submission of Technical Bids**

1. All pages of the Technical Bid should be signed by authorized signatory whose name should be communicated to The Tamil Nadu Pollution Control Board, with office seal without any omission.
2. The copies of performance certificates enclosed for the bids should be identified as the documents submitted by the bidder over the signature with office seal.
3. Any document / credential submitted without signature of authorized persons will not be considered for evaluation.
4. Bidder should produce the originals for the performance / client certificate for verification when ever required with the copies of those certificates enclosed along with the bid.

The downloaded documents shall be properly page numbered and spiral bounded and submitted along with necessary documents free of cost.

## IV. INSTRUCTIONS TO THE BIDDERS (ITB)

### 4.1. General Instructions:

The Bidders are requested to go through the instructions, terms, conditions and specifications given in the Tender Document carefully. Omissions or Failure to furnish any or all the required information in the Tender Document shall result in rejection of their bid.

### 4.2. Definition of Terms and Expansion of Abbreviations:

1.	Tenderer/Bidder	Tenderer / Bidder means who makes a formal offer in pursuance of this tender.
2.	Successful Tenderer	Successful Tenderer means the Tenderer whose offer is accepted by the Tender Accepting Authority at the price arrived at by The Tamil Nadu Pollution Control Board, after negotiation with L1.
3.	Day	A day means a calendar day.
4.	Cost	Cost means the total cost to be incurred by the Tamil Nadu Pollution Control Board.
5.	EMD	Earnest Money Deposit
6.	SD	Security Deposit

### **4.3. Bid Document:**

The Bid Document consists of the following

- i. Scope of Tender
- ii. Notice Inviting Tender
- iii. Special Instructions for submission of bids
- iv. General Instructions to the Bidders
- v. Special Terms & Conditions of the Tender
- vi. Letter of Tender
- vii. Technical Bid
- viii. Statements and Declarations
- ix. Price bid.

### **4.4. Qualification Criteria:**

The bidders must fulfill the following eligibility conditions and also submit documentary evidence in support of fulfilling these conditions while submitting the Technical Bid. The Tamil Nadu Pollution Control Board will consider the Commercial Bid of the tenderers who qualify in the Technical bid. For those tenderers who are not qualified in the Technical Bid, the Commercial bid will not be considered for opening.

4.4.1. The bidder should have registered the firm under Companies Act or similar acts of Government of India or Tamil Nadu. (A copy of registration of the firm should be attached).

4.4.2 The value of supply of labour for house-keeping by the bidder during the previous three financial years (2019 to 2020 - 21) shall not be less than Rs. 20 lakh per annum to Government and Government Organizations (Attach Client certificates with value of work done in each of the three years. Client certificates from private sector will not be accepted. The tender will not be considered without the client certificate).

4.4.3. The Bidder should have supplied at least 20 Persons, specifically for house-keeping, in each of the last three years in Govt. Departments /Government Undertakings situated in any of the four districts, namely, Chennai,



Chengalpet, Kanchipuram, and Tiruvallur as on 31.12.2021. (Client certificate, from government and government undertakings, is to be furnished. The tender will not be considered without the client certificate. The client certificate should indicate the number of labourers engaged and period of supply carried. Client certificate from private sector will not be accepted).

4.4.4. The Bidder should have registered under various Statutory Acts like ESI, EPF Act, Labour Department and GST. (Copy of the Registration certificates/ License obtained from the competent authority should be enclosed).

4.4.5. The firm should be assessed for Income Tax, hence copies of IT returns filed for the last two assessment years, that is, for 2019-20 and 2020-21 be enclosed.

4.4.6. Firms without documents mentioned in sections 4.4.1 to 4.4.5 will be rejected.

#### **4.5. Change in Quantity:**

The requirement of personnel given in the Notice Inviting Tender is approximate and it is likely to vary. The Tamil Nadu Pollution Control Board, if necessary, at the time of placement of work order shall either increase or decrease the quantity mentioned in the tender to the extent of 25%.

#### **4.6. Pre-Bid Meeting:**

There will be a **Pre Bid meeting on 24.01.2022 at 3.00 p.m in the** The Tamil Nadu Pollution Control Board, Chennai 600 032. during which the prospective Tenderers may seek clarifications about the Tender. The Tenderers shall send their queries, if any, in writing so as to reach the Manager(P&A), The Tamil Nadu Pollution Control Board at least two days prior to the date of Pre-Bid Meeting. The Tenderers shall view the Websites given in the Notice Inviting Tender for updated information like change in date / venue etc., of the Pre-Bid meeting as the The Tamil Nadu Pollution Control Board may not be able to identify and communicate with the prospective Bidders at this stage. Failure to attend the Pre-Bid meeting is not a disqualification as it is optional. In response to the relevant query of the prospective Tenderer, clarification will be given in writing. Only the clarifications given in writing shall be valid.

#### **4.7. Clarification regarding the Tender Conditions:**

- 4.7.1 A prospective Bidder requiring any clarification with respect to any Tender condition may address to the Tender Inviting Authority by letter and he will respond in writing to any relevant query regarding the Tender conditions. However, correspondence in this regard or delay in getting reply from The Tamil Nadu Pollution Control Board shall not be taken as an excuse for delayed submission of tender or non submission of tender.
- 4.7.2. The clarifications to the relevant queries will also be uploaded on the website of The Tamil Nadu Pollution Control Board - [www.tnpcb.gov.in](http://www.tnpcb.gov.in)

#### **4.8. Amendments to the Tender:**

- 4.8.1. The Tamil Nadu Pollution Control Board reserves the right to amend the tender condition on the basis of clarifications sought for by the prospective bidders, solely at its discretion up to 48 hrs before .01.2022 (i.e.) two days prior to the last date of submission of Tender. Such amendments shall be uploaded on the Websites: <http://www.tnpcb.gov.in>
- 4.8.2. Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing/e-mail to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to The Tamil Nadu Pollution Control Board.
- 4.8.3. At its discretion The Tamil Nadu Pollution Control Board may or may not extend the due date and time for the submission of bids on account of amendments / corrigenda, if any, issued subsequent to the date of Notice Inviting Tender.
- 4.8.4. All the Bidders must periodically browse the above websites for any amendment or corrigendum issued in connection with this Tender. The Tamil Nadu Pollution Control Board will not be responsible for the failure of the tenderer to update or to have comprehensive understanding of the provisions of this tender document including the changes announced through the websites.

#### **4.9. Language of the Bid:**

The bid prepared by the bidder as well as all correspondence and documents relating to the bid shall be written in English language only.

#### **4.10. Non Transferability:**

The Tender Document sold to a tenderer is not transferable. It shall not be used by others and if used by others it will be rejected.

#### **4.11. Downloading of Tender Document:**

4.11.1. The tender document can be downloaded at free of cost from the website <http://www.tnpcb.gov.in> on A4 size paper and should be submitted in the form of a booklet. Submission of tender document in any other form will be rejected.

4.11.2. The Tenderer shall download corrigendum, if any, published subsequently and submit along with the tender. Otherwise the tender will be rejected. It is the responsibility of the Tenderer to check and have knowledge of any corrigendum / amendment issued and uploaded on the above websites.

4.11.3. The Tenderer shall download tender documents in original without any change / addition / deletion and correction. If any change / addition / deletion are detected at any stage after the award of the tender, the EMD as well as Security Deposit remitted by the Tenderer will be forfeited without any intimation and the Tenderer will also be black listed from participating in the subsequent tenders. Besides such Tenderers are liable to be prosecuted.

#### **4.12. Cost of Tendering:**

The tenderer shall bear all costs involved in the preparation and submission of tender and The Tamil Nadu Pollution Control Board shall in no case be responsible or liable for the costs of tendering incurred by the tenderer, irrespective of the outcome of the tenders.

### **4.13. Bid Validity**

- 4.13.1. Bid shall remain valid for a period not less than (90days) ninety days after the deadline date for bid submission specified. A bid valid for a shorter period shall be rejected by the Tamil Nadu Pollution Control Board as non-responsive.
- 4.13.2. In exceptional circumstances, the Tamil Nadu Pollution Control Board may request to extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing or by e-mail. A bidder may refuse the request without forfeiting his bid security (EMD). A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of extension.

### **4.14. Earnest Money Deposit (EMD):**

- 4.14.1. An Earnest Money Deposit of Rs.20,000/- (Rupees Twenty Thousand only) shall be paid along with the Technical Bid by way of Demand Draft obtained from a Nationalized / Scheduled Bank drawn in favour of "Tamil Nadu Pollution Control Board" payable at **Chennai. The Bank Guarantee towards EMD will not be accepted.**
- 4.14.2. The Earnest Money Deposit amount of the unsuccessful Tenderers will be returned after the award of the Contract pursuant to the selection of the successful tenderer and on written request from the unsuccessful tenderer. The Earnest Money Deposit amount held by The Tamil Nadu Pollution Control Board will not fetch any interest till it is refunded to the unsuccessful tenderers.
- 4.14.3. The Earnest Money Deposit amount of the successful tenderer will not be adjusted against the Security Deposit (SD) payable for successful execution of the Contract and will be returned only after successful completion of the contract.
- 4.14.4. Any tender not accompanied by Demand Draft towards Earnest Money Deposit as in Sub clause 4.14.1 above shall be rejected summarily by the Tamil Nadu Pollution Control Board.

4.14.5. The Earnest Money Deposit amount shall be forfeited

- (a) if the tenderer withdraws the tender after opening of Technical Bid during the validity period specified in the tender document
- (b) in the case of a successful bidder, if the bidder fails to sign the agreement or to remit the Security Deposit within the specified time limit.
- (c) If the bidder does not accept the correction of the bid price pursuant to clause 21(1).

4.14.6. Further the Tamil Nadu Pollution Control Board will blacklist the contractor without prejudice to any action that may be taken against the contractor.

#### **4.15. Submission of Tender:**

##### **4.15.1. Submission of Tender in Two Cover System:**

Tender shall be submitted in two parts in original i.e Part-A and Part-B. The Part-A cover shall contain the EMD and Technical Bid as per clause 4.15.2 and superscribed on the envelope as “Technical Bid- Part-A”- “Tender for Supply of labourers and supervisors for house-keeping for Tamil Nadu Pollution Control Board, Corporate Office and Annexe Building”. On the Part-A cover, the Name and Address of the tenderer shall be written and sealed. The Part-B cover shall contain the Price-Bid- superscribed on the envelope as “PriceBid Part-B”- “Tender for Supply of labourers and supervisors for house- keeping for house-keeping Tamil Nadu Pollution Control Board, Corporate Office and Annexe Building”.On the Part B Cover, the Name and Address of the tenderer shall be written and sealed. Both the Covers i.e., Part-A and Part-B shall be put in an envelope superscribed thereon “Tender for Supply of labourers and supervisors for house-keeping in Tamil Nadu Pollution Control Board, Corporate Office and Annexe Building” and the Name and Address of the tenderer shall be written on that envelope and it shall be sealed. The sealed envelope addressed to the Tender Inviting Authority i.e. the Manager(P&A), Tamil Nadu Pollution Control Board, shall be handed over to the Manager(P&A), Tamil Nadu Pollution Control Board within the scheduled time and date of submission of the Tender. It may also be sent by post so as to reach the Manager(P&A), Tamil Nadu Pollution Control Board within the

stipulated time and date of submission of the Tender. But the Tamil Nadu Pollution Control Board shall not be responsible for any postal delay or delay due to any other means of communication. Belated submission of Tenders by the Tenderers or belated receipt of Tenders by the Tamil Nadu Pollution Control Board shall result in summary rejection of such Tenders. If the last date scheduled for submission of the tender happens to be a Government holiday for any reason, the sealed tenders may be submitted on the next working day before the appointed time.

**4.15.2. Documents to be furnished in the Part – A Cover in sequence indicated below:**

- (a) Covering Letter.
- (b) Letter of Tenderer shall be duly signed by the authorized signatory in full with seal.
- (c) Crossed Demand Draft towards EMD.
- (d) Technical Bid.
- (e) VIII Statements from 1 to 3.
- (f) Letter of Authorization / Power of Attorney for signing the Tender Document shall be on a Non-Judicial Stamp Paper of value of not less than Rs.20/-. In the case of Public Sector Undertaking / Public / Private Limited Companies, Authorization from the appropriate authority to sign the tender document must be enclosed along with Technical Bid. Tenders received without such authorization shall be rejected.
- (g) Copy of the work orders/agreements received from the Clients for the last three years as specified in section 4.4 “qualification criteria” should be enclosed
- (h) Registration of the firm, ESI, EPF, Labour Department and GST Registration certificate obtained from various statutory authorities and PAN Card (Photo Copies to be enclosed).
- (i) Income Tax returns for the last two assessment years, that is, 2019-20 and 2020-21 be enclosed.

**4.15.3. Details to be furnished in the Part- B (Price Bid) cover:**

- (a) Covering letter.
- (b) Bid Price for the work with each page signed, dated and stamped with the seal of the firm.
- (c) The offer shall be unconditional.
- (d) The price quoted shall be all inclusive and no additional claim on any ground shall be entertained.
- (e) Apart from the Schedule of Prices duly filled in, the Bidders shall not enclose any other documents or statements that influence the price except Discount/Rebate letter. In such an event, the Tamil Nadu Pollution Control Board shall summarily disqualify the Bidder and reject the bid.

**4.15.4. Signing of Tender:**

The tender shall be typed or written legibly in indelible ink and shall be signed by the Tenderer or a person duly authorized to bind the Tenderer to the contract. All pages of the tender document shall be signed by the Tenderer or person(s) authorized to sign the Tender with the seal.

Any alterations, corrections or overwriting in the Tender document shall be treated valid only if they are authenticated by full signature of the person authorized to sign the tender.

**4.16. Period of Contract:**

The contract period for Tender for Supply of labourers and supervisors for house-keeping in Tamil Nadu Pollution Control Board, Corporate Office and Annexe Building will be **one year** from the date of Work Order. However, the Tamil Nadu Pollution Control Board, may extend the period of contract for further period on the same terms and conditions including the price.

**4.17. Modification and Withdrawal of Tenders:**

- 4.17.1. Tenderers may modify or withdraw their tenders by giving notice in writing before the due date for submission.

- 4.17.2. The modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with clause 4.15.1, with the outer and inner envelopes additionally marked “MODIFICATION” or “WITHDRAWAL” as appropriate.
- 4.17.3. No tenderer shall be allowed to withdraw/modify the tenders after the last date of submission of the tender.
- 4.17.4. Withdrawal or modification of tender between the deadline for submission of tenders and the expiration of the original period of validity specified or as extended period may result in forfeiture of the EMD.

#### **4.18. Opening of Tenders:**

- 4.18.1. Tenders will be opened at the scheduled date and time in the office of the Tamil Nadu Pollution Control Board in the presence of the Tenderers or their representatives who are authorised to represent the Tenderers. The representatives of Tenderers who attend the Tender opening shall produce the proof of their identity and the authorization letter from the tenderers. (only one representative is permitted to attend Tender opening)
- 4.18.2. The Tenders received after the due date and time will not be considered. Tenders in unsealed cover or Tenders which are not signed in each page or in incomplete shape or through facsimile (Fax) or by electronic mail or through any other manner which is not in accordance with the instructions specified in the Tender Document will not be accepted.
- 4.18.3. Envelopes marked withdrawal shall be opened and read out first and their Tender shall not be opened. Subsequently all envelopes marked ‘Modification’ shall be opened and the submission therein shall be read out.
- 4.18.4. If the day fixed for opening of the tender happens to be a Government holiday for any reason, the sealed tenders shall be opened on the next working day at the appointed time.
- 4.18.5. Part- A cover containing Technical Bid shall be opened first. The supporting documents shall be cross-checked wherever required.



4.18.6. Provided that where more than one Tender is submitted by the same tenderer, the lowest eligible financial tender shall be considered for evaluation.

#### **4.19. Criteria for Evaluation of Technical Bid:**

Any Tender not containing the required documents and not fulfilling the qualification criteria indicated in the Tender document shall be summarily rejected.

4.19.1. Prior to the detailed evaluation of bids, the Tamil Nadu Pollution Control Board, will determine whether each Bid (a) meets the eligibility criteria (b) has been properly signed (c) is accompanied by the required EMD and (d) is substantially responsive to the requirements of the Bidding documents.

4.19.2. A substantially responsive bid is one which confirms to all the terms, conditions, and specifications of the tender documents, without material deviation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the supply.

#### **4.20. Opening of Price Bid (Part - B Cover):**

4.20.1. Only the Price Bids of the Tenderers who are qualified in the Technical Bid shall be opened.

4.20.2. The date, time and venue of opening of Part - B Cover i.e. Price Bid will be intimated separately to the qualified eligible Tenderers.

4.20.3. The Price Bid will be opened on the intimated date and time in the presence of the Tenderers or their authorized representatives.

#### **4.21. Evaluation of the Price Bid:**

The Price Bid of the technically responsive tenders shall be evaluated and compared in accordance with the criteria specified. In the evaluation of the Price Bid, the following procedures shall be adopted as per Tamilnadu Transparency in Tenders Act & Rules.

4.21.1. In determining the lowest evaluated price, the following factors shall be considered.

4.21.2. the quoted price shall be corrected for arithmetical errors;

- 4.21.3. in cases of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered;
- 4.21.4. where there is a discrepancy between the unit and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 4.21.5. The amount stated in the Bid will be adjusted by the Tamil Nadu Pollution Control Board, in accordance with the above procedure for the correction of errors with the concurrence of the Bidder and shall be considered as binding upon the bidder. If the bidder does not accept the correct amount the bid will be rejected, and the EMD may be forfeited.
- 4.21.6. The Tamil Nadu Pollution Control Board is empowered to negotiate with the L1 Tenderer. In case where two or more tenderers quoted the same price, the Tenderers may be asked to provide their best and final offer of the financial bid in a sealed cover and the tenderer offering the most advantageous financial bid shall be adjudged the lowest tenderer.

#### **4.22. Approval of the Contract by the Syndicate of the Tamil Nadu Pollution Control Board:**

The Contract shall be awarded only with the approval of the Syndicate to the successful L1 Tenderer with whom negotiations were made. The Syndicate, Tamil Nadu Pollution Control Board, is also the Appellate Authority.

#### **4.23. Right to Accept / Reject any or all Bids:**

The Tender Accepting Authority reserves the right to accept or reject any or all of the tenders including the lowest in full or in part without assigning any reasons thereof and without thereby incurring any liability to the Bidder or Bidders who may be affected financially or otherwise to this effect.

#### **4.24. Letter of Acceptance:**

The Manager(P&A), Tamil Nadu Pollution Control Board, shall issue the Letter of Acceptance to the successful Tenderer(s).

#### **4.25. Payment of Security Deposit (SD):**

- 4.25.1. The successful tenderers shall be required to furnish Security Deposit of Rs.5,00,000/- as a guarantee for the performance of the Contract

through Demand Draft or in the form of Irrevocable Bank Guarantee obtained from a Nationalised Bank valid for 18 months within 10 days from the date of issue of Letter of Acceptance. The Demand Draft shall be obtained from any one of the Nationalized Banks / Scheduled banks drawn in favour of “ Tamil Nadu Pollution Control Board”, payable at Chennai. Failure of the successful bidder to furnish the security deposit shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD. No exemption will be allowed towards payment of Security Deposit under any circumstances.

4.25.2. The Security Deposit shall be released to the Contractor after the performance of the Contract in full without deficiency or default and to the entire satisfaction of the Tamil Nadu Pollution Control Board, The Security Deposit so held by the Tamil Nadu Pollution Control Board, shall not earn any interest till it is released to the Contractor. The release of the Security Deposit is subject to the forfeiture clauses in the Tender Document.

4.25.3. The Security Deposit shall be forfeited if the Contractor fails to execute the agreement within the stipulated time or fails to perform the contract or part of the contract. The Security Deposit shall also be liable for forfeiture for violation of any of the tender conditions or for the failure to supply the manpower as required of goods in full properly and promptly.

#### **4.26. Execution of Agreement:**

4.26.1. The successful Tenderer shall execute the Agreement for the fulfillment of the Contract on a Non-Judicial Stamp Paper to the value of Rs.100/- within 15 days from the date of issue of the Letter of Acceptance (LOA) of the Contract. The Agreement shall be part and parcel of the Contract and binding on the Tamil Nadu Pollution Control Board and the Contractor. In case of any difference or contradiction in the recitals in the Tender Document and the Agreement, the recitals in the Agreement shall prevail over those in the Tender Document.

4.26.2. The Contractor shall not assign or make over the Contract, the benefit or burden thereof to any other person or persons or Body Corporate for the

execution of the Contract or any part thereof.

**4.27. Interpretation:**

If any question / doubt arise with reference to the interpretation of any provisions of the Tender Document, the decision of the Tamil Nadu Pollution Control Board, shall be final and binding.

**4.28. Corrupt or Fraudulent practices:**

The Tamil Nadu Pollution Control Board, requires that Bidders observe the highest standard of ethics during the evaluation and execution of supply. In pursuance of this policy, the Tamil Nadu Pollution Control Board,

4.28.1. defines for the purposes of this provision the terms set forth below as follows:

- (i) 'Corrupt practice' means offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the evaluation process or in contraction execution.
- (ii) 'Fraudulent practices' means a misrepresentation of facts in order to influence the evaluation process or execution of a contract / supply to the detriment of the Tamil Nadu Pollution Control Board, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non competitive levels and to deprive the Tamil Nadu Pollution Control Board, of the benefits of free and open competition.

4.28.2. Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

4.28.3. Will declare a firm ineligible either indefinitely or for a stated period of time to be awarded a contract if it any time determines that the firm has engaged in corrupt and fraudulent practices in competing for or in executing the contract.

## V. SPECIAL TERMS & CONDITIONS OF THE CONTRACT

5.1. The Special Terms and Conditions of the Tender shall supplement the “GENERAL INSTRUCTIONS TO THE BIDDERS”.

5.2. The Supply of Labourers and Supervisors for house-keeping services in the Tamil Nadu Pollution Control Board, Corporate Office and Annexe Building stipulated in the work order shall be deemed to be the essence of the Contract.

### 5.3. Release of Work Order:

Work Order shall be issued to the successful bidder only after furnishing Security Deposit and execution of agreement with Tamil Nadu Pollution Control Board as per clause 25 and 26 of Instruction to Bidders.

### 5.4. Tentative Manpower Requirement:

The requirement of manpower of various categories and the tentative number of candidates in each category are detailed below.

No of candidates required*	Designation	Salary
1 No.	Supervisor	Rs.410 per day + EPF + ESI
3 Nos.	Scavenger – 2-(Male) and 1 (Female)	Rs.410 per day + EPF + ESI
8 Nos.	Sweeper– 2-(Male) and 6 (Female)	Rs.410 per day + EPF + ESI
1 No.	Plumber (Skilled)	Rs.410 per day + EPF + ESI
1 No.	Helper	Rs.410 per day + EPF + ESI
1 No.	Gardener	Rs.321 per day + EPF + ESI
--	Cost of consumable (Refer Part-B conditions in Schedule )	per month

- 1) The wages are according to the proceedings of the District Collector, Chennai District dated 14.07.2021 with regard to fixation of daily wages payable to various categories for the year 2021-2022. Wages will be revised as and when new proceedings are issued by the District Collector, Chennai.

- 2) Wages will be paid every month based on number of days worked.
- 3) EPF and ESI will be paid based on monthly wages to be paid.
- 4) GST will be paid on monthly wage bill inclusive of service charge but exclusive of other statutory charges.

### **5.5. Obligation of the Tamil Nadu Pollution Control Board:**

- 5.5.1. The Tamil Nadu Pollution Control Board will designate an officer who will deal with the Agency/Agencies.
- 5.5.2. The Tamil Nadu Pollution Control Board would raise an indent for manpower requisition and the number of staff needed would also be clearly indicated in this requisition. The Tamil Nadu Pollution Control Board shall assign the labourers and supervisors to various floors based on need. This assignment may change from time to time.
- 5.5.3. The Tamil Nadu Pollution Control Board expects the labourers and supervisors of house-keeping to follow the rules for staff of the Tamil Nadu Pollution Control Board. A copy of the rule will be provided to the Agency. Any acts of misconduct by them will be informed to the agency and action/steps to be taken will be discussed with the Agency. Any enquiry shall be conducted by the Tamil Nadu Pollution Control Board in the work place which shall be informed to the Agency.
- 5.5.4. The Tamil Nadu Pollution Control Board shall supply adequate quantity of cleaning materials, such as broom sticks, cleaning liquids, room fresheners, etc based on need for each floor of the Tamil Nadu Pollution Control Board.

### **5.6. Supply of Manpower:**

- 5.6.1. The Agency will designate a person who will be responsible for handling deputed personnel affairs, as respective contract managers.
- 5.6.2. The Agency would be required to send details of labourers and supervisors such as educational qualification, address and other information within 15 days (or earlier as the case may be) of sending the requisition.
- 5.6.3. The labourers and supervisors assigned to the Tamil Nadu Pollution Control Board shall not be below the age of 18 years and not above 50 years and should have a valid contract of employment with the bidder.
- 5.6.4. The working days are from Monday to Saturday except public holidays. If need arises, the labourers and supervisors should attend office on Sundays for which usual wage rate shall be given. The working hours

shall be eight hours per day. The working time will be 8.00 am to 6.00 pm. The labourers may be distributed to cover this time period on every working day.

- 5.6.5.** The Agency should also complete all the statutory requirements with regard to their labourers and supervisors such as obtaining PF No. Issue of ESI Cards, opening Bank Accounts for salary credit, registration as required by labour department etc., within 15 days from the date of their engagement. The salary and other payments to the labourers/supervisors as claimed shall be paid into their bank accounts and proof of payment shall be submitted to the Manager(P&A), Tamil Nadu Pollution Control Board along with their invoice.
- 5.6.6.** The Tamil Nadu Pollution Control Board shall give 15-day-notice to the Agency in the event the Tamil Nadu Pollution Control Board wishes to reduce the number of labourers and the Tamil Nadu Pollution Control Board shall ask without notice to immediately discontinue with the services of any specific labourer.
- 5.6.7.** Every labourer/supervisor deputed by the Agency shall be an employee of the said Agency and none of them shall have any claim whatsoever against the Tamil Nadu Pollution Control Board. They should not claim any Master and Servant relationship with the Tamil Nadu Pollution Control Board. The Tamil Nadu Pollution Control Board will not be responsible or liable under the laws that are in force and that may come in force from time to time in respect of these labourers/supervisors of the Agency.
- 5.6.8.** Agency must comply with all the provision of Rules/Regulations Statutory guidelines applicable to the labourers/supervisors and shall comply with all necessary registration, licenses, approvals and sanction under the applicable laws.
- 5.6.9.** Further, the Agency must comply with all the requirements of the Statutory Authorities under Contract Labour Act, PF Act, ESI Act, Gratuity, Payment of Bonus Act, Professional Tax etc., including remittance of monthly contributions with authorities concerned in respect of the deputed personnel. Proof of remittance of previous months' recoveries (copies of challan) to be attached to every invoice claiming salary for the labourers/supervisors.

**5.6.10.** The Manpower Agency which succeeds at the Price Bid will be required to sign a one-year contract/agreement with the Tamil Nadu Pollution Control Board for providing of required number of labourers/supervisors for housekeeping services. The service charges payable shall remain constant during the contract period and also for the extension period if any.

**5.6.11.** On expiry of the contract, unless the contract is renewed / extended, the agency will withdraw all their labourers/supervisors from this Tamil Nadu Pollution Control Board and clear their accounts, by paying them all their dues as they are legally entitled. In case of any dispute on account of withdrawal of such labourers/supervisors, it shall be the entire responsibility of the agency to settle the same.

**5.6.12.** If the successful Agency is from outside Chennai City, the Man Power Agency should set up a local office in Chennai to ensure service and proper coordination with the Tamil Nadu Pollution Control Board for day to day activities.

## **5.7.Nature of house-keeping services to be executed**

The nature of work involved in this tender and the obligation of the tenderer are detailed below:

**5.7.1.** Toilets in all the floors and office rooms have to be cleaned thrice a day. In case of frequent use, specific toilets may be cleaned four to five times based on directions from the supervisor.

**5.7.2.** All floors and office rooms have to be cleaned once in a week or a fortnight as directed by the supervisor.

**5.7.3.** All verandhas, corridors, roads, pathways, terrace and open grounds should be cleaned as assigned by the supervisor.

**5.7.4.** Tamil Nadu Pollution Control Board Auditorium and its surrounding should be cleaned before and after an event as assigned by the Supervisor.

**5.7.5.** Cleaning includes web cleaning, dusting of doors, windows, furniture and flush cleaning with water and cleaning materials for toilets and mobbing of floor.

**5.7.6.** The garbage/waste materials shall be removed out of the office daily. Storing the same inside the premises and firing is not admissible. Removal of Garbage and disposing the Garbage and other collections to



the nearby Corporation dust bins daily, up-keeping the surroundings clean condition.

- 5.7.7.** The Gully/sewage chambers have to be cleaned regularly and blockage at sewer line has to be cleared immediately and to be maintained properly.
- 5.7.8.** The Contractor shall maintain the building and movable property like furniture, computers, electrical installation in good conditions at the time of carrying out the Housekeeping work. The Contractor shall compensate the Tamil Nadu Pollution Control Board for any damage in such properties with the replacement value.
- 5.7.9.** The Contractor for Housekeeping activity is subject to the supervision of the Manager(P&A) or the person deputed by him / her.
- 5.7.10.** The contractor shall be held responsible for all breakages or loss of any property (movable, immovable in the building) attributable to the contractor's negligence and the cost of such damages/replacement shall be borne by the contractor or the same will be recovered from their monthly bill or from the security deposit available.
- 5.7.11.** The contractor shall render such help as may be required from time to time and rearranging furniture for conferences, meetings, functions, etc. as and when instructed without affecting the normal maintenance work and at no extra cost.
- 5.7.12.** A Diary should be maintained in all the floor about the work completed every day and the attendance of the Workers should be duly recorded and attested by the respective supervisor.
- 5.7.13.** The Supervisor shall monitor the work allocated to their labourers in their jurisdiction. He /She should inform about the daily activities to the officer concerned and get the instructions for implementation.
- 5.7.14.** The supervisor should maintain the attendance registers separately for the labourers in each floor. The attendance will be counter signed after verification by the supervisor every day. The monthly attendance register will be examined and signed by the Manager(P&A) Tamil Nadu Pollution Control Board and transmitted to the Tamil Nadu Pollution Control Board for preparation of wage bill.
- 5.7.15.** The supervisor should get the instructions from the officer appointed by the Tamil Nadu Pollution Control Board on all matters relating to the House Keeping arrangement procedures and manner of doing the

work and implement the same with the Field staff.

**5.7.16.** To undertake Any other work as may be instructed from time to time by the Officer concerned on behalf of Tamil Nadu Pollution Control Board

### **5.8. Payment Terms:**

**5.8.1.** No advance payment shall be made.

**5.8.2.** After receiving duty certificate from the Tamil Nadu Pollution Control Board (calculating 1-30 as a month for settlement of salary) before 5<sup>th</sup> of every month the Agency shall pay the wages and remit other statutory payments within 10<sup>th</sup> of every month.

**5.8.3.** Thereafter the Agency will raise salary invoice to the Tamil Nadu Pollution Control Board on 11<sup>th</sup> of every month along with proof for payment *made* to them (Bank Statement) and remittance details of ESI, EPF along with GST filing report (GSTR-1). The claim bill after duly certified by the Officer-in-charge will be made within 20 working days from the date of receipt of the certified bills. Any adjustment for the services rendered in the month, shall be made in the subsequent month.

**5.8.4.** The claim should be supported with the proof of disbursement of remunerations to the labourers/supervisors and remittance of statutory payments in respect of them by it.

**5.8.5.** GST should be claimed as per existing rules. GST claimed in the bill should be remitted on time and proper returns to be filed by the Agency. Any mismatch in the amount claimed as GST and the returns filed will be deducted from future bills.

### **5.9. Liquidated Damages and Penalty:**

**5.9.1.** The successful tenderer should send additional labourers/supervisors as and when required by the Tamil Nadu Pollution Control Board within 2 working days of such request. If the same is not provided within the stipulated period, it would attract a penalty of Rs.1000/- per man day from the third day onwards. In case of more than 15 days delay, the Tamil Nadu Pollution Control Board may at its discretion terminate the contract.

**5.9.2.** The successful tenderer shall replace immediately any of its personnel who are found unacceptable to Tamil Nadu Pollution Control Board because of incompetence, conflict of interest, improper conduct etc. upon receiving

notice from Tamil Nadu Pollution Control Board. In case of more than 15 days delay, the Tamil Nadu Pollution Control Board may at its discretion terminate the contract.

**5.9.3.** The successful tenderer shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. The delay in providing a substitute beyond 2 working days would attract a penalty of Rs.1000/- per man per day from the third day onwards. In case of more than 15 days delay, the Tamil Nadu Pollution Control Board may at its discretion terminate the contract.

## **5.10. Termination of Contract:**

### **5.10.1. Termination for Default:**

- a) The Tamil Nadu Pollution Control Board may, without prejudice to any other remedy for breach of Contract by the Contractor, terminate the Contract in whole or part, by a 15 days' written notice of breach of Contract to the Contractor,
  - i. if the Contractor fails to provide required number of labourers/supervisors within the time schedule specified in the Work Order, or within any extension thereof granted by the Tamil Nadu Pollution Control Board if the Contractor fails to perform any of the obligation(s) under the Contract;
  - ii. if the Contractor is found to have involved in fraudulent, corrupt and unfair practices in competing for or in executing the Contract.
  
- b) If the Tamil Nadu Pollution Control Board terminates the Contract, the Tamil Nadu Pollution Control Board may engage required personnel, upon such terms and in such manner as it deems appropriate, and in that case the Contractor whose contract is terminated in whole or in part shall be liable to the Tamil Nadu Pollution Control Board for any additional costs involved in engaging the personnel.

**5.10.2. Termination for Convenience:**

The Tamil Nadu Pollution Control Board may terminate the Contract in whole or in part at any time during the validity period of the Contract for its convenience by giving 15 days' written notice and without compensation to the Contractor. The notice of termination shall specify that termination is for the Tamil Nadu Pollution Control Board convenience, the extent to which the Contract is terminated, and the date upon which such termination becomes effective. The termination of the contract is without prejudice to the penal consequences and damages for which the Contractor shall be liable for violation of the Contractual obligations.

**5.11. Grievances and Redressal:**

As the Syndicate of Tamil Nadu Pollution Control Board is the Appellate authority, the tenderers may appeal to the Syndicate for any of their grievances.

**5.12. Jurisdiction:**

The courts in the city of Chennai alone shall have the jurisdiction to try any matter or dispute or reference between the Tamil Nadu Pollution Control Board and the Contractor arising out of the Contract.

## VI. LETTER OF TENDER

To

The Manager(P&A)  
Tamil Nadu Pollution  
Control Board,  
CHENNAI-600 032.

Sir,

I / We do hereby tender / offer to the Tamil Nadu Pollution Control Board for the "Supply of labourers/supervisors for house-keeping in Corporate Office and Annexe Building of Tamil Nadu Pollution Control Board" conforming to the terms and conditions stated in the contract.

I / We have understood the requirement of the Tamil Nadu Pollution Control Board, the details of the manpower to be supplied and have carefully understood the conditions of contract and the specification with all the stipulations of which I /We agree to comply.

I / We hereby undertake to provide required manpower at the places mentioned in the tender, within the time limit specified by the Tamil Nadu Pollution Control Board

I am / We are aware that time of providing manpower is the essence of this contract and accordingly, I / we would adhere to the same.

I / We further agree that I / We would not withdraw this tender either in full or in part. If by chance, I / we have to withdraw the offer, I / we agree that the EMD paid will be forfeited by the Tamil Nadu Pollution Control Board, without any notice to me / us.

I / We affirm that in any previous tender to the Tamil Nadu Pollution Control Board I / we have not committed any fraud by furnishing wrong information and the Tamil Nadu Pollution Control Board had not written to us alleging fraud in our transaction with the Tamil Nadu Pollution Control Board.

I / We further confirm that in case, any of the information noted above is found to be incorrect, I / We will be liable for any action under the terms of the tender / contract including termination of the contract and forfeiture of the

Earnest Money / Security Deposit.

I / We hereby undertake and agree to pay the Security Deposit as per the tender conditions within ten days from the date of issue of Letter of Acceptance (LOA).

I / We undertake to sign the contract with the Tamil Nadu Pollution Control Board within fifteen days from the date of issue of Letter of Acceptance (LOA).

I / We further agree that the acceptance of the tender conditions would, by itself, constitute a valid and concluded contract binding on me/us, even if separate contract is not signed.

I / We further agree that in the event of my/our failing to deposit securities mentioned above or to execute the Contract within the period of fifteen days as referred to above, the Manager(P&A), Tamil Nadu Pollution Control Board, shall be entitled to cancel the contract and there upon arrange for any other person or persons to supply manpower herein before mentioned and I / We agree to be liable for all damages, losses, charges and expenses arising from or by reason of such failure on our part.

I / We hereby further agree and undertake that in case, there is any misconduct noticed with any of the personnel by the Tamil Nadu Pollution Control Board, I/we undertaketo withdraw the personnel immediately.

Having fully understood the tender conditions and the above undertaking in this letter, we sign on this .....Day of .....at Chennai.

Yours faithfully,

Authorized Signature :

Name & Title of Signatory:

.....

....

Name of the Bidder :

.....

Address : .....

## VII. TECHNICAL BID

**Name of the work: Supply of labourers and supervisors for house-keeping in Corporate office and Annexe building of Tamil Nadu Pollution Control Board, Chennai.**

**Profile of the Company and details of the Eligibility Criteria:**

1. Name of the Organization			
2. Nature of the Organization (Govt. / Public / Private / Partnership / Proprietorship)			
3. (a) Address of the Registered Office of the firm with Phone Number, Cell No, Fax and E-mail.  (b) Year of Establishment: (related to Printers business)  (c) GST Reg. No.  (d) Whether registered with MSME/NSIC. If so, furnish the details.			
4. Proof for work executed for a value of Rs.50 lakhs per year in the supply of labourers and supervisors for house-keeping in the past three years, that is, from 01.04.2016 to 31.03.2019, as mentioned in para 4.4.2. copies of client certificates for the value of work executed should be attached.	Year	No. of works	Total value
	2018-19		
	2019-20		
	2020-21		
5. Proof of supply of at least 100 labourers for house-keeping in the last three years in four districts as mentioned in para 4.4.3. Client certificates should be attached with the number of labourers supplied in each case.	Year	No. of works	Total labourers
	2018-19		
	2019-20		
	2020-21		
6. The Bidder should have registered under various Statutory Acts like ESI, EPF Act, Labour Department and GST as in para.4.4.4	ESI	Yes / No	No.
	EPF	Yes / No	No.



	Labour Contractor	Yes / No	No.
	GST	Yes / No	No.
	<b>(Copy of the Registration certificates/ License obtained from the competent authority should be enclosed).</b>		
7. Income tax returns filed for the last two assessment year, that is 2017-18 and 2018-19. A copy of returns filed be produced as in para 4.4.5.	2019 - 20	Returns filed	Yes / No
	2020- 21	Returns filed	Yes / No
8. Local Office Address in Chennai if tenderer is outside Chennai city	<b>(Attach letter of Authorization for the specific representative of the Company)</b>		
10. EMD PAYMENT PARTICULARS [The DD should be enclosed in the Technical Bid only] (1) Number of Demand Drafts enclosed: (2) Demand draft particulars			
Sl. No	Name of the bank and Branch	DD no. and date	Amount (in Rs.)
TOTAL			

Signature:  
Name of the Firm  
Phone/Cell No.

**VIII. STATEMENTS**

**1. DECLARATION**

I / We ..... having the registered office at .....  
..... hereby declare that the Firm / Company or its Partners  
/ Shareholders have not been blacklisted by the Tamil Nadu Pollution Control  
Board or any Undertaking / Corporation of the Central / State Governments.

**Signature of the Tenderer  
with Seal**

**2. DECLARATION FORM**

I/We .....  
having the registered office at..... declare that  
I/we have carefully read all the terms and conditions of Tender floated by the  
Tamil Nadu Pollution Control Board, Chennai vide Tender Ref. No..... for the  
supply of labourers and supervisors for house-keeping in Corporate Office and  
Annexe building of the Tamil Nadu Pollution Control Board strictly conforming to  
the specifications as given in the Tender Document and I / we shall abide by all  
the conditions set forth therein.

**Signature of the Tenderer  
with Seal**

### **3. CERTIFICATE**

I/we having office at ..... declare that the tender forms downloaded from the website [www.tnpcb.gov.in](http://www.tnpcb.gov.in) have not been tampered with /modified in any manner. In case, if the same is found to be tampered with / modified, my / our Tender shall be summarily rejected.

**Signature of the Tenderer  
with Seal**

**PART - B**

**IX. PRICE BID**

**(TO BE FURNISHED IN PART - B COVER)**

**SCHEDULE OF RATES OFFERED FOR SUPPLY OF VARIOUS CATEGORIES  
OF HOUSE KEEPING SERVICES**

<b>Sl.No</b>	<b>Description</b>	<b>Percentage</b>
1	Service Charge for the company as % of minimum wages as fixed by the Tamil Nadu Pollution Control Board, excluding employer's contribution towards EPF, ESI, Bonus, Gratuity, HRA, GST and other admissible taxes and statutory payments and costs of recruitment of labourers / Supervisors	

**Signature of the Tenderer  
with Seal**