

# **Tamil Nadu Pollution Control Board**

**76, Mount Salai, Guindy, Chennai - 600 032**



## **TENDER FOR THE SUPPLY OF MAN POWER FOR IT WING OF TNPCB**

Date of Release of Bid Document	<b>12.01.2023</b>
Pre bid Meeting	<b>No Pre bid meeting</b>
Last Date for Submission of Bid	<b>27.01.2023 at 3:00 PM</b>
Date of Opening of Bid	<b>27.01.2023 at 3:30 PM</b>

## **INDEX**

<b>SI No</b>	<b>Content</b>	<b>Page No</b>
1	Notice inviting Tender	4
2	Eligibility Criteria	7
3	Information and conditions relating to submission of bids	7
4	Scope of Work	9
	Annexure	
5	Annexure I – Proforma of bid	12
6	Annexure II – Experience in outsourcing man power	14
7	Annexure III – Terms and Conditions of contract	15
8	Annexure IV – Mandate form for payment	20
9	Annexure V – Agreement Format	21
10	Annexure VI – Integrity Pact	23

## **IMPORTANT NOTICE**

This tender procedure is governed by the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000 as amended from time to time. In case of any conflict between the terms and conditions in the tender document and the Tamil Nadu Transparency in Tenders Act, 1998 and The Tamil Nadu Transparency in Tender Rules, 2000 the Act and Rules shall prevail.

**NOTICE INVITING TENDER FOR OUTSOURING OF MANPOWER SERVICES  
FOR IT WING OF TNPCB**

**TENDER NO: TNPCB / IT- 01 / 2022-2023 Dated 06.01.2023**

Tenders in sealed cover are invited under **single bid** system from reputed, experienced and financially sound Agencies / Firms for providing manpower under various categories at Information Technology Wing of Tamil Nadu Pollution Control Board, 76, Mount Salai, Guindy, Chennai - 32. The Agencies / Firms should have valid Registration Certificate, including registration with the Regional Labour Commissioner, EPF Registration, ESI Registration, Goods and Service Tax Registration (GST) and PAN (Income Tax), and having similar experience not less than **3 years**. The service providers should have local Offices in the corporation limit of Chennai Corporation to ensure satisfactory fulfillment of contractual obligations. The manpower has to be provided as detailed below;

<b>Sl. No.</b>	<b>Category</b>	<b>No of posts</b>	<b>Period of engagement</b>	<b>Educational qualification and Experience</b>	<b>Wages / Emoluments</b>
1.	Programmer	2	One year	B.E or equivalent degree in Information Technology / Computer Science with minimum one year experience or Bachelor degree in Engineering with minimum two years experience. (or) Master Degree in Computer Application / Master Degree in Science (IT / Computer Science) with one year experience. Experience in programming in java./php with basic database knowledge.	As per the norms of Government of Tamil Nadu
2.	System Analyst	1	One year	B.E or equivalent degree in Information Technology / Computer Science (or) M.C.A / M.Sc in IT / Computer Science with minimum one year experience or Bachelor degree in Engineering with minimum two years experience. Experience in server administration is required.	

3.	Senior System Analyst	1	One year	B.E or equivalent degree in Information Technology / Computer Science or B.E in Engineering with minimum Three years experience in IT wing administration. (or) M.C.A / M.Sc (Computer Science / Information Technology) with Five years experience in IT wing administration.
Total		4		

**Note: No of manpower is subject to variation as per the discretion of TNPCB.**

Period of engagement of the above staff will be for a period of one year or till the suitable persons is recruited for the post whichever occurs earlier. The above staff will be phased out on appointment of Staff for the above posts on regular basis.

The Agency must have a manager or supervisor to act as one point contact to manage personnel and coordinate with Board; payment for the manager / supervisor shall be Payable by the agency. The supervisor has to report to the officer in IT Wing of TNPCB for the activities Viz. Collecting attendance, absentees statement, alternate arrangements, supervision of works etc.

Service Provider Agencies / Firms having good track record, manpower capacity and relevant experience are eligible to apply.

The interested agencies are required to submit the Bid (**Annexure-I**) in SEALED COVER **separately for each post** duly super scribed as “**Tender for Outsourcing of Manpower Services at IT WING OF TNPCB**” and must be addressed to The Member Secretary, Tamil Nadu Pollution Control Board, No.76, Mount Salai, Guindy, Chennai - 600032.

The sealed quotations should reach the Board on or before **27.01.2023 by 15:00 hours**. The sealed quotations can also be dropped in the Tender Box provided at the IV Floor of the TNPCB Head Office at 76, Mount Salai, Guindy, Chennai - 600032. The bids will be opened at the scheduled date and time in the presence or absence of the bidder(s) or their authorized representative(s). In case due date happens to be a holiday the tender will be accepted and opened on the next working day of the Board at the appointed time.

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be downloaded from website [www.tnpcb.gov.in](http://www.tnpcb.gov.in). The Tender Enquiry Documents are not transferable.

The minimum rate of wages will be fixed based on the norms of Government of Tamil Nadu and amendments from time to time.

Any future clarification and/or corrigendum will be communicated through the website [www.tnpcb.gov.in](http://www.tnpcb.gov.in).

Member Secretary

## 2. Eligibility Criterion:

1. The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, who possess the required valid licenses, registration document etc. as per the law and should remain valid till completion of the period of contract.
2. Conditional bids shall not be considered and will be outrightly rejected in very first instance.
3. The bidder should have their office preferably in Chennai in Tamil Nadu.
4. There should be no criminal case pending in court of law against the Proprietor / Firm / Partner or the Company (Agency).
5. The bidder should possess Valid Licence issued by Regional Labour Commissioner, Govt. of India.
6. Following documents attached along with the Technical Bid, should be self- attested by the bidder:
7. Copy of PAN/GIR/TAN, Labour Licence, Goods and Service Tax Registration, ESI, EPF registrations
8. Annual Turnover, Financial statement for 2017-18, 2018-2019 and 2019-20.
9. Average Annual Turnover for the last three financial years of the Contractor should be duly certified by the Chartered Accountant.

## 3. Information and Conditions relating to Submission of Bids

1. The initial period of contract shall be for **12 months** that may be extended depending on performance of the Agency and the satisfaction of the Competent Authority, Tamil Nadu Pollution Control Board, Chennai.
2. The interested agencies are required to submit the bids in the format enclosed. The bids in sealed Cover super scribed "**Tender for Outsourcing of Manpower Services at IT WING OF TNPCB, Chennai (Name of the Post)**" separately for each post should reach **Member Secretary, Tamil Nadu Pollution Control Board** before **15:00 hrs** on or before **12.01.2023**. The bids shall be opened on the same day at **15.30 hrs** in the presence or absence of the bidders or their authorized representatives who choose to remain present.
3. All the pages of the tender document should be signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender. A copy of the terms & conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms & conditions.
4. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized

signatory may be attached. No overwriting or cutting is permitted in the Bid Form. In such cases, the tender shall be summarily rejected. However, the corrections, if any, in the Technical Bid application must be signed by the person authorized to sign the tender bids.

5. The bidder need not pay any bid security or EMD while submitting the tender.
6. Security Deposit of 3% of the annual contract value (refundable without interest after two months of termination of contract) in the form of Demand Draft in favour of **Tamil Nadu Pollution Control Board** issued by any Nationalized Bank /Scheduled / Private Banks having their branches in India payable at Chennai shall be furnished by the Agency within seven days after the receipt of letter of acceptance (LOA). Work order will be issued only after the receipt of security deposit. If security deposit not received within **fifteen days** from the date of receipt of LOA from the successful bidder, the bid will be rejected.
7. The successful bidder will have to sign an agreement with TNPCB within seven days from date of issue of Work Order by TNPCB. The agreement shall be made on non judicial stamp paper of value not less than Rs.20/- purchased in Tamil Nadu.
8. The bid shall be valid and open for acceptance of the competent authority for a period of **90 days** from the date of opening of the tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by successful bidder shall be entertained.
9. To assist in the analysis, evaluation and computation of the bids, the Competent Authority, may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
10. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the **lowest Service Charges %** after complying with all the Acts / provisions stated / referred to for adherence in the tender. In case two or more agencies are found to have quoted the same **Service Charges %**, the Tender Committee of TNPCB shall decide about the Agency to which the offer shall be granted based on the report on the past performance of the bidders, Annual Turnover and length of experience etc. Such decision by such authority shall be final. Tamil Nadu Pollution Control Board has the power to select on the same rate any of the willing agency(ies) found to have quoted the same rates, in case, the agency with lowest rate at any stage after award of contract fails to perform successfully / satisfactorily.
11. Performance Security shall be forfeited if successful bidder fails to undertake the work or fails to comply with any of the terms & conditions of the agreement.
12. **Service Charges:** will be only criterion for evaluation of the bid. Service charges shall be paid on basic plus VDA. In case two or more agencies quote the same rate / fee then decision of the competent authority will be final for selection of L-1 vendor based on higher eligibility criteria i.e Annual Turnover, Year of Experience, etc.,
13. Tamil Nadu Pollution Control Board reserves the right to accept or reject any or all



bids without assigning any reasons. Tamil Nadu Pollution Control Board also reserves the right to reject any bid which in its opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

14. Canvassing in any form is strictly prohibited and the bidders who are found canvassing are liable to have their tenders rejected out rightly.
15. The period of the contract may be extended after the successful / satisfactory completion of initial contract & based on the manpower requirement at that time or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of the manpower deployed by the selected Company / Firm / Agency. This office, however, reserves right to terminate the contract without assigning any reason thereof at any time after giving one week notice to the selected service providing Company / Firm / Agency.
16. A Mandatory form for payment through EAT Module in PFMS as in **Annexure-IV**

#### 4. Scope of Work

The Agency shall provide Manpower at Tamil Nadu Pollution Control Board, Chennai by deploying adequately trained and well-disciplined personnel of the following categories.

Sl. No	Job Title	Qualification	Scope of work
1	Programmer	B.E or equivalent degree in Information Technology / Computer Science with minimum one year experience or Bachelor degree in Engineering with minimum two years experience. (or) Master Degree in Computer Application / Master Degree in Science (IT / Computer Science) with one year experience. Experience in programming in java./php with basic database knowledge	<ol style="list-style-type: none"> <li>1. Understanding and reading the software or programme issues faced by the employees of TNPCB while working on the online web applications of the Board.</li> <li>2. Communicating the problems / issues of software to the developers in the manner easily understandable by the developers.</li> <li>3. To coordinate and communicate with the developers on the requirement of Board in solving the issues in existing web applications.</li> <li>4. To coordinate and communicate with the developers on the requirement of Board in developing new web applications.</li> </ol>

Sl. No	Job Title	Qualification	Scope of work
2.	System Analyst	B.E or equivalent degree in Information Technology / Computer Science (or) M.C.A / M.Sc in IT / Computer Science with minimum one year experience or Bachelor degree in Engineering with minimum two years experience. Experience in server administration is required.	The responsibilities of System analyst is 1. To ensure that physical servers installed at State Data Centre, Perundudi, Chennai in which all the web applications of the Board are installed do function smoothly and continuously without any interruption. 2. To ensure that the data fed into application server are replicated in replica server installed at SDC, Trichy and shall also ensure smooth and continuous function of the replica server. 3. To monitor the above functions on 24/7 basis.
3.	Senior System Analyst	B.E or equivalent degree in Information Technology / Computer Science or B.E in Engineering with minimum Three years experience in IT wing administration. (or) M.C.A / M.Sc (Computer Science / Information Technology) with Five years experience in IT wing administration.	The responsibilities of Senior System analyst is 1. Overall responsibility for smooth functioning of IT wing. 2. To monitor the functions of IT wing and ensure smooth functioning of all the web applications. 3. To convene meetings related to IT wing as and when necessary. 4. To innovate ideas and functions to improve the functioning of IT wing.

**Note: Number of manpower under each Category will be intimated after finalization of the tender. The agencies shall have to supply manpower depending upon the requirements of the Board from time to time.**

All Certificates claiming minimum qualification as prescribed against each category shall be endorsed by the agency and submitted to TNPCB.

The Agency shall ensure that the engaged manpower, as per the description, not only performs within its requisite scope of work and but also ensure maintenance, upkeep & safety of the Complex, Stores, Furniture etc. as well as harmonious and cordial relationships

with the employees, visitors, guests or any other persons within the complex / premises. The Agency will be held responsible to any illegal action by the deployed personnel.

Their deployment may be shifted at any of the sections of Tamil Nadu Pollution Control Board at Chennai depending on the requirement. The Agency will provide (Identity Cards) to all deployed personnel. The Agency will also ensure that engaged manpower should maintain vigilance and remain alert on respective official performances. The requirement of manpower in above defined categories or in additional categories may increase or decrease during the initial period of contract also. The engaged manpower shall maintain strict confidentiality about the office matters of TNPCB.

## Annexure-I

### PROFORMA FOR BID

(In separate sealed cover for each post super scribed as “Tender for Outsourcing of Manpower Services at IT WING OF TNPCB”)

S. No	Description
1.	Name & Address of the Agency with phone number, email etc. in Chennai
2.	Date of establishment of the agency
3.	Experience in the work of outsourcing manpower in similar categories with any State/Central Govt/PSU/Autonomous Institution etc. Particulars of experience (Attach certificates, testimonials). This shall cover the details of works of similar nature, approximate magnitude and duration carried out and/or on hand for last 2 years along with a certificate from the organization where the job was carried out in the format as in Annexure II
4.	PAN Number ( copy to be enclosed)
5.	Labour Registration Certificate of the agency/ Firm from the appropriate authority (copy to be enclosed)
6.	Goods and Service Tax Registration Number (GST) (copy to be enclosed)
7.	EPF Registration Number (copy to be enclosed)
8.	ESI Registration Number (copy to be enclosed)
9.	Annual Turnover (Rs in Lakhs) Annual Turnover (Rs in Lakhs) Audited financial statements or financial statement showing turnover duly signed by a chartered Accountant are to be enclosed.
10.	Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and Conditions as token of acceptance and submit as part of tender document.
11.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/ partners anywhere in India. If yes, details to be given.
12.	Integrity Pact duly signed. (Yes / No) (Format as per Annexure –VI)

**Rate:**

The rates quoted in the tender will be valid for a period of one year from the date of accepting the rates. However, the minimum wages as revised by the Government of Tamil Nadu from time to time would be payable. The agency shall have to supply manpower depending upon the requirements of the TNPCB from time to time.

**SALARY STRUCTURE:** will be as per the manpower deployed and according to the minimum wages act on monthly basis.

**STATUTORY PAYMENTS:** (ESI, EPF, GST etc.): As per Government norms

<b>Description</b>	Rate of Services/ Agency Charges in Percentage (%) (up to two decimal point) to be charged on total remuneration excluding ESI, EPF and taxes as applicable from time to time as per GOI norms
Providing manpower of various categories based on the requirement of tender documents on the monthly remuneration fixed by TNPCB	

\*Service Charges: In Words \_\_\_\_\_

\*Financial bids quoting "Nil" consideration or Zero percent or its derivatives up to 0.9999 percent and thereof as service charge shall be rejected summarily.

(If two or more agencies quote the same rate / fee then decision of the competent authority will be final for selection of L-1 vendor based on higher eligibility criteria i.e Annual Turnover, Year of Experience, etc.,)

The agency should produce evidence of payment for GST, ESI/EPF etc., as applicable for claiming reimbursement.

**Note:** The agency shall have to supply manpower services depending upon the requirement of the TNPCB from time to time.

**Declaration by the bidder**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

**Encl.:**

1. Terms & Conditions (each page must be signed with seal)
2. Experience in outsourcing man power.
3. Integrity Pact duly signed by the bidder.

Place:

**(Signature of bidder with seal)**

Date:

Name, Address, Phone No (O), Fax No. (O) and E-mail:

**Annexure II**

Experience in the work of outsourcing manpower

Sl No	Name of the Organization with complete address & telephone no, to whom services provided	From	To	Details of workdone	Total Project cost (Rs in Lakhs)	Reason for termination if any

The particulars given above are true and correct.

Place:

Date:

(Signature of bidder with seal)

**ANNEXURE - III**  
**TERMS & CONDITIONS OF CONTRACT**  
(Annexure to Agreement)

**Terms and Conditions:**

1. The agency shall ensure provision of all essential tools to his staff for day to day maintenance & emergency.
2. **The agency shall maintain an attendance System in respect of the staff deployed by the agency to TNPCB.**
3. The agency shall ensure provision of all safety equipments, material to its staff.
4. The agency shall provide necessary training to his staff on quality, safety & technology.
5. The services and provisions for the required manpower shall be provided after award of tender to the bidder.
6. TNPCB reserves the right to ask the agency to supply additional manpower as required by TNPCB depending upon requirement for execution of the work mentioned in the scope of work without any additional cost.
7. The agency's workforce shall attend to the breakdown call immediately. Major/minor complaints shall be attended immediately, and no extra payment will be made for same. The Firm has to depute sufficient Staff/Technicians on Sunday/ holidays, if TNPCB desires & or In case of emergency/for very essential work/breakdown etc., without extra charges/payment.
8. The Agency shall ensure fulfillment of qualifications (academic/professional), skills, experience, age limit and other engagement conditions. The Agency will get their antecedents, character and conduct and medical health suitability verified.
9. The full particulars of the personnel to be deployed by the Agency including their names & addresses shall be furnished to the Manager (Admin.), Tamil Nadu Pollution Control Board, Chennai along with testimonials before they are actually deployed for the job.
10. The persons supplied by the Agency should not have any Police records/criminal cases against them. The Agency shall make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of persons will be verified by the Service Provider before their deployment through local police, collecting proofs of residence, driving license, bank account details, previous work experience and recent photograph and a certification to this effect submitted to this office. The agency will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The agency shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.
11. The bidder will have to bear cost of providing personnel for this work load/ duty hours or weekly off. The said persons engaged by the service provider shall be the employee of the

service provider and it shall be the duty of the service provider to pay their wages every month.

12. The Agency shall not deploy or shall discontinue deploying the person(s), if so desired by the Tamil Nadu Pollution Control Board at any time without assigning any reason whatsoever.
13. The Supervisor of Agency shall be In-charge of the manpower system and shall be responsible for the efficient rendering of the service under the contract. The Supervisor will ensure proper conduct by the deployed personnel and prohibition of alcoholic / any form of tobacco consumption etc. The personnel shall work under directives and guidance of the officials of TNPCB and will be answerable to them. This will, however, not diminish in any way, the Agency's responsibility under the contract to the Tamil Nadu Pollution Control Board,. The Supervisor will also maintain the muster roll, the wages / payment register and other documents as provided in the Contract Labour Act.
14. The Agency shall provide necessary undertaking and documentary evidence in this regard.
15. A senior level representative of the Agency shall visit Tamil Nadu Pollution Control Board, at least once-a-month and review the service performance of its personnel. During the monthly visit, Agency's representative will also meet the TNPCB officials dealing with service under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working. The responsibility of transportation, food and other essential requirements in respect of each deployed personnel will be solely with the agency. The Agency will strictly ensure that any sensitive / confidential nature of information related to the University is not divulged or disclosed to any person by the personnel deployed by it.
16. The Agency shall ensure that any replacement of the personnel, as required by the Tamil Nadu Pollution Control Board for any reason specified or otherwise, shall be effected promptly without any additional cost to the Tamil Nadu Pollution Control Board. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the Tamil Nadu Pollution Control Board at Agency's own cost.
17. The Agency shall provide Photo Identity Cards to its personnel deployed at Tamil Nadu Pollution Control Board at its own cost and ensure that these cards are to be constantly displayed, maintained in good condition and their loss should be reported immediately. Incidentals for the respective categories of manpower shall be borne / supplied by the Agency at its cost.
18. The Agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the TNPCB / Govt. of India / any State or any Union Territory.
19. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the officials of Tamil Nadu Pollution Control Board. Proposals for



efficient functioning shall be discussed, considered and implemented from time to time by the agency with approval of Tamil Nadu Pollution Control Board.

20. The Agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at Tamil Nadu Pollution Control Board or for any accident caused to them and TNPCB shall not be liable to bear any expense in this regard. The Agency shall produce / enclose a copy of the remittance receipt of EPF, ESI etc. exclusively for the personnel engaged in TNPCB relating to the previous month in accordance to the claim made, while claiming the wages for a month. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the Tamil Nadu Pollution Control Board for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The Agency shall specifically ensure compliance of various Laws / Acts, including but not limited to with the following and their re-enactments / amendments / modifications:-

1. The Payment of Wages Act 1936
2. The Employees Provident Fund & MP Act, 1952
3. The Contract Labour (Regulation) Act, 1970
4. The Payment of Gratuity Act, 1972
5. The Employees State Insurance Act, 1948
6. The Employment of Children Act, 1938
7. The Motor Vehicle Act, 1988
8. Minimum Wages Act, 1948

21. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to the Member Secretary, Tamil Nadu Pollution Control Board and maintain liaison with the police. FIR will be lodged by TNPCB, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.

22. The agency shall ensure that staff appointed by them is fully loyal-to and assist the officers of Tamil Nadu Pollution Control Board during normal periods as well as during other emergencies for the protection of personnel and property both movable and immovable to the entire satisfaction of the TNPCB.

23. In case of any loss that might be caused to the Tamil Nadu Pollution Control Board due to lapse on the part of the personnel discharging their responsibilities will be borne by the Agency and in this connection, Member Secretary, Tamil Nadu Pollution Control Board shall have the right to deduct appropriate amount from the bill or from the security deposit submitted by the contracting agency to make good such loss to TNPCB besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the agency, the Member Secretary, Tamil Nadu Pollution Control Board shall within right terminate

the contract forthwith or take any other action without assigning any reason whatsoever. Such penalties / termination shall be binding on the agency.

24. One day rest in a week shall be provided by agency to its employees. In the event of any personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve.
25. As and when Tamil Nadu Pollution Control Board requires additional manpower strength on temporary or emergent basis, the Agency will depute such personnel under the same terms and conditions. For the same, a notice of two days will be given by the Member Secretary Tamil Nadu Pollution Control Board. Similarly, if the personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, the Tamil Nadu Pollution Control Board shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.
26. The Agency shall arrange to maintain the daily attendance record of the personnel deployed by it showing their arrival and departure time. The Agency shall submit to the Tamil Nadu Pollution Control Board an attested photocopy of the attendance record and enclose the same with the monthly bill.
27. The wages shall be paid by the agency to their manpower on or before 7<sup>th</sup> of every month for the services rendered during the previous month. The Tamil Nadu Pollution Control Board shall reimburse the agreed amount on production of monthly bill (in duplicate) towards services rendered along with pay bill acquaintance sheet and other requisites. No other charges of any kind shall be payable. No advance payment shall be made to the Agency. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department. **GST raised in the monthly invoice will be reimbursed to the Service Provider on submission of proof of GST remittance to the Government after exercising all due checks.**
28. In case of noncompliance/non-performance of the services according to the terms of the contract, the Member Secretary, Tamil Nadu Pollution Control Board shall be at liberty to make suitable deductions from the bill without *prejudice* to its right under other provisions of the Contract.
29. The Agency shall be solely liable for all payment/dues of the personnel deployed by clearly specifying the deductions on account of EPF, ESI and other statutory obligations etc. The Agency shall fully indemnify TNPCB against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work in Tamil Nadu Pollution Control Board. Any complaint

towards non-payment of wages, other liabilities, and statutory obligations will lead to immediate termination of contract with penalty.

30. The Service Charges payable to the agency in providing the requisite manpower will be in claimed percentage of the total monthly wages (as specified earlier) payable to the manpower. In this regard, total monthly wages will be on the basis of actual deployment of manpower during the month.
31. The decision of the Member Secretary, Tamil Nadu Pollution Control Board in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
32. In case of any dispute between the Agency and the client The Member Secretary, Tamil Nadu Pollution Control Board shall have the power to decide. However all matters of jurisdiction shall be at the local courts located at Chennai.
33. In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to arbitration by a Sole Arbitrator to be appointed by The Member Secretary, Tamil Nadu Pollution Control Board. The provisions of Arbitration and Conciliation Act 1996 shall be applicable.
34. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
35. An agreement shall be signed with the successful bidder as per specimen enclosed.

***Note:** These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between ‘Client’ (First Part) and the ‘Agency’ (Second Part) and any non-compliance shall be deemed as breach of the Contract/Agreement.*

**Annexure – IV**  
**MANDATE FORM FOR PAYMENT**  
**DETAILS OF ACCOUNT HOLDER:**

Name of the Vendor/Beneficiary	
Name of the Bank	
Account Number	
IFSC Code	
PAN Number	
GST Number (if applicable)	
Address (Including City, Pin code etc.)	
Mobile No./email id	

I hereby declare that the particulars given above are correct and complete.

Date:

Signature of bidder with seal

**Annexure V**  
**AGREEMENT FORMAT**

**(To be made on Rs 20.00 Non Judicial Stamp Paper purchased in Tamil Nadu)**

This agreement is made at Chennai on the \_\_\_\_\_ day of \_\_\_\_\_ (month & year) between Tamil Nadu Pollution Control Board, having its office at 76, Mount Salai, Guindy, Chennai - 32, represented by The Manager (Personnel & Administration), Tamil Nadu Pollution control Board (*hereinafter* called '**Client**' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part**.

**and**

M/s \_\_\_\_\_, having its registered office at

\_\_\_\_\_  
(*Herein after* called the '**Agency**' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part** .

WHEREAS the 'Client' is desirous to engage the 'Agency' for **Outsourcing of Manpower at IT Wing of** Tamil Nadu Pollution Control Board, Chennai on the terms and conditions stated below:

1. The Agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as, Wages, Allowances, EPF, ESI, etc., relating to personnel deployed in Tamil Nadu Pollution Control Board, Chennai. The Client shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident / medical / health related liability / compensation for the personnel deployed by it at Tamil Nadu Pollution Control Board, Chennai. The Client shall have no liability in this regard.
3. Any violation of instruction / agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving one month notice on either side.
5. In case of non-compliance with the contract, the Client reserves its right to:
  - a. revoke the contract; and / or
  - b. Impose penalty up to 10% of the Total Annual Value of contract
6. Security Deposit of 3% of the annual contract value (refundable without interest after two months of termination of contract) in the form of Demand Draft or Bank Guarantee issued by any Nationalized Bank/Scheduled/Private Banks having their branches in India

shall be furnished by the Agency after the receipt of Letter of Acceptance.

7. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed at Tamil Nadu Pollution Control Board, Chennai.
8. The personnel provided by the Agency shall not claim to become the employees of Tamil Nadu Pollution Control Board and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment at Tamil Nadu Pollution Control Board.
9. There would be no increase in rates payable to the Agency during the contract period.
10. The Agency also agrees to comply with Terms and Conditions contained in Annexure-III appended to this Agreement and amendments thereto from time to time.
11. Decision of The Member Secretary, TNPCB in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the Agency.
12. The Agency shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The Agency shall keep Client fully indemnified against liability of tax, interest, penalty etc. of the Agency in respect thereof, which may arise.
13. In case of any dispute between the Agency and Client, The decision of the Member Secretary shall be final and dispute if any arises shall be entertained by the Local court at Chennai.

**THIS AGREEMENT** will take effect from the date of issue of work order and shall be valid for one year from the date of issue of work order.

**IN WITNESS WHEREOF** both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Chennai.

For and on behalf of the ‘ <b>Agency</b> ’	For and on behalf of the ‘ <b>Client</b> ’
Signature of the authorized Official	Signature of the authorized Official
Name of the Official	Name of the Official
Stamp / Seal of the ‘ <b>Agency</b> ’	Stamp / Seal of the ‘ <b>Client</b> ’

## **Annexure –VI**

(To be printed in Bidder's Letterhead)

### **INTEGRITY PACT**

#### **1. General**

This pre-bid pre-contract Agreement herein after called the Integrity Pact is made on

..... day of the month of ....., between, on one hand, the President of India acting through The Member Secretary, Tamil Nadu Pollution Control Board, Chennai hereinafter called the "BUYER" of the first part and M/s ..... represented by Shri ....., Director /Chief Executive Officer/ General Manager hereinafter called the "BIDDER/Seller" of the second part.

WHEREAS the BUYER proposes to **Tender for Outsourcing of Manpower at IT Wing of Tamil Nadu Pollution Control Board, Chennai** [Write Any one category as Applicable for the particular Tender] and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a statutory body performing its functions on behalf of the President of India.

NOW, THEREFORE, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to enabling the BUYER to obtain the desired said stores / equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereby agree to enter into this Integrity Pact and agree as follows:

#### **2. Commitments of the BUYER**

- The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will

provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER to the BUYER, with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **3. Commitments of BIDDERS:**

- The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- The BIDDER will not offer, directly or through intermediaries, any bribe, consideration, gift, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
- BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principal's or associates.
- BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.
- The BIDDER further confirms and declares to the BUYER that the BIDDER is the



original manufacturer/ agency/ integrator/ authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER, or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term relative for this purpose would be as defined in Section 6 of the Companies Act 1956.
- The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4. Previous Transgression**

The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in

respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **5. Security Deposit /Performance Guarantee:**

Security Deposit / Performance Guarantee is mandatory. Performance Guarantee shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful bidder and the purchaser under the terms and conditions of acceptance to tender.

The successful bidder is entirely responsible for due performance of the contract in all respects according to the speed, intent and meaning of the terms and conditions and specification and all other documents referred to in the acceptance of tender.

The performance guarantee shall be kept valid during the entire period of the contract and shall continue to be enforceable for a period of 60 days beyond the date of fulfillment of all contractual obligations including warranty period.

## **6. Sanctions for Violations**

**Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:**

1. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
2. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bank Guarantee (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
3. To immediately cancel the contract, if already signed without giving any compensation to the BIDDER.
4. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum

and interest.

5. To encash the advance bank guarantee and performance guarantee/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
6. To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
7. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of two years, which may be further extended at the discretion of the BUYER.
8. To recover all sums paid in violation of this pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
9. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
10. Forfeiture of Performance Bank Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

The BUYER will be entitled to take all or any of the actions mentioned at para 6 (1 to 10) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent monitor(s) appointed for the purposes of this pact.

## **7. Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of Tamil Nadu or India or PSU or autonomous body and if it is found at any stage that similar product/system or subsystem was supplied by the BIDDER to any other Ministry/Department of the Government of Tamil Nadu or India or PSU or autonomous body at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **8. Independent monitors**

- The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultation with the Central Vigilance Commission (Chief Vigilance Officer, Tamil Nadu Pollution Control Board, Chennai).
- The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- The Monitor shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of the meetings.
- As soon as the Monitor notices, or believes to notice, a violation of this pact, he will so inform the Authority designated by the BUYER.
- The BIDDER(s) accepts that the Monitor has the right to access without restriction to all project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- The Monitor will submit a written report to the designated Authority of BUYER/ Secretary in the Department within 08 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information & documents in English and shall extend all possible help for the purpose of such examination.

## **10. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and Jurisdiction is Chennai, Tamil Nadu.

**11. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**12. Validity**

The validity of this Integrity Pact shall be from date of its signing and extend up to ONE year or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract. Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact.

Buyers Signature

Bidder's Signature

Place:	Place:
Date:	Date: