



HARYANA STATE POLLUTION CONTROL BOARD
C-11, SECTOR-6, PANCHKULA
Ph. 0172-2577870-73, 2583897
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NOTICE INVITING TENDERS

The e-tenders are hereby invited on behalf of Haryana State Pollution Control Board under Two Bid System (Technical Bid and Financial Bid) for the following works to be carried out from the eligible parties as per details given below:-

Tender Ref. No.	
Description of Item	Hiring of services of workmen labour/manpower required under Part-I outsourcing policy of Government No.16/7/2015-IGS II dated 06.05.2015 and against non sanctioned posts.
Earnest Money	Rs. 600000/-
Tender Fee (Non-refundable)	Rs. 1000/-
e-service Fees (Non -refundable)	Rs. 1000/-
Start date and time of Bid preparation & submission on e-procurement portal	01.08.2017
Last date and time for Bid preparation & submission by bidders	31.08.2017 (17:00 hrs)
Date and time of Tender Opening (Technical Bid Part-I)	01.09.2017 (14:00 hrs)
Date and time of Tender Opening (Financial Bid Part-II)	To be decided later on
Last date and time for Earnest Money Deposit (EMD) of Bid submission	28.08.2017 (17:00 hrs)
Pre-proposal conference	11.08.2017 (14:00 hrs)

The complete bidding documents, fee details, technical specifications and key dates can be viewed / downloaded from the web sites <https://haryanaeprocurement.gov.in> and www.hspcb.gov.in Bid through any other mode shall not be entertained. Please note that Chairman, HSPCB reserves the right to accept or reject the tendering process at any stage without assigning any reason whatsoever.

Chairman
Haryana State Pollution Control Board



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KEY DATES

Sr. No.	Department Stage	Bidder's Stage	Start date and time	Expiry date and time
1		Tender Document Download and Bid Preparation/Sub mission	01.08.2017	31.08.2017 (17:00 hrs)
2		Manual submission of Technical Documents (Not mandatory)	01.09.2017 (10:00 hrs to 12:00 hrs)	
3	Technical Bid Opening		01.09.2017 (14:00 hrs)	
4	Financial Bid Opening		To be intimated later on	

Important Note:

Under this process, the Pre-qualification/ Technical online bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. PQQ/Technical & Commercial Envelope. Eligibility and qualification of the Applicant will be first examined based on the details submitted online under first cover (PQQ or Technical) with respect to eligibility and qualification criteria prescribed in this Tender document. The Price Bid under the second cover shall be opened for only those Applicants whose PQQ/ Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

1. The Applicants/bidders have to complete 'Application / Bid Preparation & Submission' stage on scheduled time as mentioned above. If any Applicant / bidder failed to complete his / her aforesaid stage in the stipulated online time schedule for this stage, his / her Application/bid status will be considered as 'Applications / bids not submitted'.
2. Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
3. Applicant/Bidder can rework on his/her bids even after completion of 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.



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4. In the first instance, the online payment details of tender document fee + e-Service and EMD & PQQ/Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted bidder/ Agency wherever required shall be opened online in the presence of such bidders/ Agency who either themselves or through their representatives choose to be present. The bidder can submit online their bids as per the dates mentioned in the schedule/Key Dates above.
5. **The payment for Tender Document Fee and e-Service Fee shall be made by eligible bidders online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through RTGS/NEFT Please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.**
6. Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://haryanaeprocurement.gov.in> to be eligible to participate in the e-Tender. **He / She will be required to make online payment of Rs. 6,00,000/- towards EMD fee in due course of time. The intended bidder fails to pay EMD fee under the stipulated time frame shall not be allow to submit his / her bids for the respective event / Tenders.**
7. The interested bidders must remit the funds at least T+1 working day (Transaction day + One working Day) in advance i.e. **on or before (30.08.2017 upto 1700hrs)and make payment via RTGS /NEFT to the beneficiary account number specified under the online generated challan. The intended bidder / Agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at <https://haryanaeprocurement.gov.in>.**

The interested bidders shall have to pay mandatorily e-Service fee (under document fee – Non refundable) of Rs.1000/- (Rupee One Thousand Only) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.

The Payment for document fee/ e-Service fee can be made by eligible bidders online directly through Debit Cards & Internet Banking.

The Bidders can submit their tender documents (Online) as per the dates mentioned in the key dates above.

The bidders shall quote the prices in price bid format under Commercial Bid.



INSTRUCTIONS TO BIDDER ON ELECTRONIC TENDERING SYSTEM

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. Registration of bidders on e-Procurement Portal:-

All the bidders intending to participate in the tenders process online are required to get registered on the centralized e - Procurement Portal i.e. <https://haryanaeprocurement.gov.in>. Please visit the website for more details.

2. Obtaining a Digital Certificate:

- 2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- 2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website - <https://haryanaeprocurement.gov.in>.
- 2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.
- 2.4 The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://haryanaeprocurement.gov.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.
- 2.5 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to **keep a backup of the certificate** and also keep the copies at safe place under proper security (for its use in case of emergencies).
- 2.6 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate /power of attorney / lawful authorization to that User. The firm has to authorize a specific individual



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through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

- 2.7 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- 2.8 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.
3. **Pre-requisites for online bidding:**

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from Nextenders (India) Pvt. Ltd. or downloaded from the home page of the website - <https://haryanaeprocurement.gov.in>. The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

4. **Online Viewing of Detailed Notice Inviting Tenders:**

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal eProcurement system on the Home Page at <https://haryanaeprocurement.gov.in>.

5. **Download of Tender Documents:**

The tender documents can be downloaded free of cost from the eProcurement portal <https://haryanaeprocurement.gov.in>

6. **Key Dates:**

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.



7. Online Payment of Tender Document Fee, eService fee , EMD fees & Bid Preparation & Submission (PQQ/ Technical & Commercial/Price Bid):

i) Online Payment of Tender Document Fee + e-Service fee:

The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee shall be made by bidders/ Vendors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD shall be made online directly through RTGS / NEFT. The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

ii) PREPARATION & SUBMISSION Of online APPLICATIONS/BIDS:

Detailed Tender documents may be downloaded from e-procurement website (<https://haryanaeprocurement.gov.in>) and tender mandatorily be submitted online.

Scan copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ / Technical Envelope: The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of PQQ or Technical Envelope.

FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually)

8. ASSISTANCE TO THE BIDDERS:-

In case of any query regarding process of etenders and for undertaking training purpose, the intended bidder can also avail the following and can contact service provider as per below:

Office Timings of Help-desk support for Single e Procurement Portal of Government of Haryana- Technical Support Assistance will be available over telephone Monday to Friday (09:00 am. to 5:30 pm) & Training workshop will be conducted on every 1st, 2nd Friday (from 3:30 pm upto 6:00 pm).

All queries would require to be registered at our official email-chandigarh@nextenders.com for on- time support (Only those queries which are sent through email along with appropriate screenshots or error



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description will be considered as registered with the Help-desk)

Important Note:-

1. Any intending bidder can contact the helpdesk on or before prior to 4 hours of the scheduled closing date & time of respective e-Auction/ Tender event.
2. For queries pertaining to e-Payment of EMD, please contact the helpdesk at least 2 business days prior to the closing date & time of e-Auction/Tender event.
3. Help-desk support will remain closed during lunch break i.e. from 1:30 PM up to 2:15 PM on each working day.

Schedule for Training:

<i>Training workshop will be held on 1st, 2nd Friday (from 3:30 pm upto 6:00 pm) of each month at following addresses:</i>		
Nextenders (India) Pvt. Ltd Municipal Corporation Faridabad, Near B.K.Chowk, Opp. B.K.Hospital, NIT, Faridabad Contact no. 9310335475	Nextenders (India) Pvt.Ltd. Public Health Division No. 2 Hisar, Model Town Opp. N.D Gupta Hospital, Hisar Contact: 9034357793	Nextenders (India) Pvt. Ltd., Nirman Sadan (PWD B&R), Plot No.- 01, Basement, Dakshin Marg, Sec- 33 A, Chandigarh -160020 For Support- 1800-180-2097, 0172-2582008-2009

For Support Call - 1800-180-2097

Haryana eProcurement Help Desk Office will remain closed on Saturday Sunday and National Holidays

NOTE:- Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://haryanaeprocurement.gov.in>.

For help manual please refer to the 'Home Page' of the e-Procurement website at <https://haryanaeprocurement.gov.in>, and click on the available link 'How to...?' to download the file.



GUIDELINE FOR ONLINE PAYMENTS IN E-TENDERING

Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing). Bidder shall proceed to select the tender he is interested in. On the respective Department's page in the e-tendering portal, the Bidder would have following options to make payment for tender document & EMD:

- A. Debit Card
- B. Net Banking
- C. RTGS/NEFT

Operative Procedures for Bidder Payments

A) Debit Card

The procedure for paying through Debit Card will be as follows.

- i. Bidder selects Debit Card option in e-Procurement portal.
- ii. The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
- iii. Bidder clicks on "Continue" button
- iv. The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
- v. Bidder enters card credentials and confirms payment
- vi. The gateway verifies the credentials and confirms with "successful" or "failure" message, which is confirmed back to e-Procurement portal.
- vii. The page is automatically routed back to e-Procurement portal
- viii. The status of the payment is displayed as "successful" in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same,
- ix. The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

B) Net Banking

The procedure for paying through Net Banking will be as follows.

- i. Bidder selects Net Banking option in e-Procurement portal.
- ii. The e-Procurement portal displays the amount to be paid by bidder.
- iii. Bidder clicks on "Continue" button
- iv. The e-Procurement portal takes the bidder to Net Banking payment gateway screen displaying list of Banks



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- v. Bidder chooses his / her Bank
- vi. The Net Banking gateway redirects Bidder to the Net Banking page of the selected Bank
- vii. Bidder enters his account credentials and confirms payment
- viii. The Bank verifies the credentials and confirms with “successful” or “failure” message to the Net Banking gateway which is confirmed back to e-Procurement portal.
- ix. The page is automatically routed back to e-Procurement portal
- x. The status of the payment is displayed as “successful” in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same.
- xi. The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

C) RTGS/ NEFT

The bidder shall have the option to make the EMD payment via RTGS/ NEFT. Using this module, bidder would be able to pay from their existing Bank account through RTGS/NEFT. This would offer a wide reach for more than 90,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

- i. Bidder shall log into the client e-procurement portal using user id and password as per existing process and selects the RTGS/NEFT payment option.
- ii. Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that is required by the bidder to make RTGS-NEFT payment.
- iii. Each challan shall therefore include the following details that will be pre-populated:
 - Beneficiary account no: (unique alphanumeric code for e-tendering)
 - Beneficiary IFSC Code:
 - Amount:
 - Beneficiary bank branch:
 - Beneficiary name:
- iv. The Bidder shall be required to take a print of this challan and make the RTGS/NEFT on the basis of the details printed on the challan.
- v. The bidder would remit the funds at least T + 1 day (Transaction + One day) in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.
- vi. Post making the payment, the bidder would login to the e-Tendering portal and go to the payment page. On clicking the RTGS / NEFT mode of



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payment, there would be a link for real time validation. On clicking the same, system would do auto validation of the payment made.

D) Over-the-Counter (OTC)

This solution shall allow the bidder having account with ICICI Bank, to make the payment from any CMS enabled Branch of ICICI Bank in India. Bidders can make the payment via cash (if amount is \leq 49,999), Demand Draft or ICICI Bank Cheque.

The procedure for paying through OTC mode is as follows:

- i. Bidder selects Over-the-Counter remittance option in e-Procurement portal.
- ii. The e-Procurement portal displays the amount to be paid. Bidder chooses the bank account no. for refund of the amount.
- iii. Bidder clicks on “Continue” button
- iv. The e-Procurement portal displays the details of payment. Bidders clicks on “print _challan” and prints the OTC challan.
- v. Bidder submits the OTC challan at the counter of any designated branch of ICICI Bank with Cash / Demand Draft / ICICI Bank Cheque (Payment in cash is allowed upto Rs. 49,999/-)
- vi. ICICI Bank verifies the URN (format to be discussed and decided) and Amount with e- Procurement portal prior to accepting the payment
- vii. On successful verification from e-Procurement portal, ICICI Bank accepts the payment. In case of failure, ICICI Bank shall return back the OTC challan and payment to the Bidder.
- viii. ICICI Bank will commit the payment transaction (in case of successful verification from e- Procurement portal) and sends the Bank Transaction Number (I-Sure Reference Number) online against the URN and Amount.\
- ix. ICICI Bank will generate receipt for the payment transaction and issues the same to the Bidder.
- x. The e-Procurement system updates the bank transaction number against the URN and Amount based on details sent by ICICI Bank online prior to generation of receipt.
- xi. The status of payment will be displayed as “verification successful” in e-Procurement portal, when the bidder clicks on verification option in the portal
- xii. Bidder would be required to upload the scan copy of receipt as received from ICICI Bank as part of proof in Nextender portal before submitting the tender

Sr. no.	Scenario	Do's / Don't's
1	In the event of making Payment through	Do's <ul style="list-style-type: none">• It is the bidder's responsibility to ensure that RTGS/NEFT payments are made to the exact details as mentioned in



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	<p>NEFT/RTGS</p>	<p>the challan which are:</p> <ol style="list-style-type: none"> 1) Beneficiary account no: <client code> + <random number> 2) Beneficiary IFSC Code: As prescribed by ICICI Bank (this shall remain same across all tenders) 3) Amount: As mentioned on the challan. It is specific for every tender/transaction 4) Beneficiary bank branch: ICICI Bank Ltd, CMS 5) Beneficiary name: As per the challan <ul style="list-style-type: none"> • For every tender, details in the challan are different and specific to that tender only. Bidder should not make use of a challan for making payment for another tenders' EMD • It is advised that all the bidders make payment via RTGS/NEFT at least one day in advance to the last day of tender submission as certain amount of time is required for settlement and various parites are involved. The payment may not be available for the bidder validation. In such cases bidder may not be able to submit the tender • Bidder has to make only single payment against a challan as per the amount mentioned on the challan. • Bidder must do the payment before tender validity gets expired <p>Don't's</p> <ul style="list-style-type: none"> • Bidder should not enter erroneous details while filling the NEFT/RTGS form at their bank. The following possibilities may arise: <ol style="list-style-type: none"> 1) Incorrect IFSC code mentioned:- Transaction would be rejected and the amount would be refunded back in to the bidders account 2) Incorrect Beneficiary account number mentioned(<client code> + <random number>):- <ol style="list-style-type: none"> a) In case, the beneficiary account number mentioned is incorrect the transaction would be rejected and the bid would not be accepted. 3) Incorrect Amount mentioned: The amount would be rejected if the amount mentioned in while making the payment is incorrect. Such cases will be captured as unreconciled transactions and will be auto-refunded directly to bidder's account. In the event of any discrepancy, payment would not
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		<p>be considered and bidder would not be allowed to bid/ participate.</p> <ul style="list-style-type: none"> • Bidder is not supposed to use challan generated in one tender for payment against another tender since details in the challan are unique to the tender and bidder combination. • Bidder must not make multiple or split payments against a particular challan. Any split payment received against the same challan will be refunded back to the bidder. • Bidder would not be entitled to claim that he is deprived of participating in the tender because his funds are blocked with the division on account of incorrect payment made by the bidder
2	<p>In the event of making Payment through OTC</p>	<p>Do's</p> <ul style="list-style-type: none"> • It is the bidder's responsibility to ensure that OTC payments are made to the exact details as mentioned in the challan which are: Beneficiary account no: <client code> + <random number> Amount: As mentioned on the challan It is specific for every tender/transaction Beneficiary name: As per the challan Bidder has to make only single payment against a challan as per the amount mentioned on the challan • Bidder must do the payment before tender validity gets expired • Bidder needs to mandatorily upload the scan copy of the payment receipt issued by ICICI Bank, in Nextender Portal before submitting the Tender



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		<p>Don't's</p> <ul style="list-style-type: none">• If the bidding amount is greater than Rs49,999, then Bidder should not make payment in cash. In this case, Bidder should pay via Demand Draft/ICICI Bank Cheque• It is bidders's responsibility to ensure that Demand draft should be valid and should not have discrepancies such as signature not found, stale DD, mutilated, material alteration, favouring third party etc., In the event of Demand Draft returned by bidder's Bank on account of such discrepancies, ICICI Bank shall ensure that such communication is sent to the Client within 3 days from the date of rejection by the Bidder's Bank• For every tender, details in the challan are different and specific to that tender only. Bidder should not make use of a challan for making payment for another tenders' EMD
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DETAILED NOTICE INVITING TENDER (DNIT)

The Haryana State Pollution Control Board, Panchkula invites Online Tenders in two part system i.e. Technical Bid & Financial Bid from the contractors who are registered with Service Tax Authority, EPF Department, ESI Department, Labour Department, having ISO 9001-2015 Certificate, valid labour license of minimum 200 persons and having registered office in Tri-City i.e. Chandigarh/Panchkula/ Mohali for providing the services of following workmen labour/manpower for its Head Office at Panchkula/ Regional Offices/Laboratories for a period of one year commencing from 1st October, 2017 to 30st September, 2018.

Tender Ref. No.	
Description of Item	Hiring of services of workmen labour/manpower required under Part-I outsourcing policy of Government No.16/7/2015-IGS II dated 06.05.2015 and against non sanctioned posts.
Earnest Money	Rs. 600000/-
Tender Fee (Non-refundable)	Rs. 1000/-
e-service Fees (Non -refundable)	Rs. 1000/-
Start date and time of Bid preparation & submission on e-procurement portal	01.08.2017
Last date and time for Bid preparation & submission by bidders	31.08.2017 (17:00 hrs)
Date and time of Tender Opening (Technical Bid Part-I)	01.09.2017 (14:00 hrs)
Date and time of Tender Opening (Financial Bid Part-II)	To be decided later on
Last date and time for Earnest Money Deposit (EMD) of Bid submission	28.08.2017 (17:00 hrs)
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Requirement of workmen labour/manpower is as under:-

Sr. No.	Category/ Post	Staff Required for Head Office	Staff Required for Regional Offices	Staff Required for Laboratories	Qualification
1.	Legal Assistant	---	2	---	As per Government instruction
2.	Clerk	14	4	---	Graduate with knowledge of computer minimum level of data entry operator.
3.	Accountant	1	---	---	M.Com, 2 nd Division or B.Com 1 st Division with 2 year experience in Commercial Accounting.
4.	Accounts Clerk	2	12	4	B.Com with 2 nd Division
5.	Data Entry Operator	29	25	4	10+2 (with 50% marks) and "O" Level/One year diploma /course in programming Asstt. Comp. Application/NCVT certificate (with 50 marks) Or Graduate and "O" level/One year diploma/course in programming asstt. Comp. Application/NCVT certificate (with 50% marks)
6.	Receptionist	1	---	---	10+2 with knowledge of Computer minimum level of data entry operator.
7.	Peon	20	16	8	Middle Pass certificate from the Board of School Education reorganized by Haryana Govt.
8.	Field Attendant	---	14	---	Middle Pass certificate from the Board of School Education reorganized by Haryana Govt.
9.	Driver	2	2	---	Matric with having driving licence of LTV/HTV with five years



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					experience
10.	Chowkidar	1	11	----	Middle Pass
11.	Housekeeping worker	11	2	---	Middle Pass
12.	Supervisor	1	---	---	Matric Pass
13.	Electrician	1	---	---	ITI diploma holder with one year experience

In addition, the office also requires the services of following workmen/ labour/manpower in Head Office for the period 01.10.2017 to 30.09.2018:

Sr. No.	Category/Post	Nos. of Staff Required for Head Office	Qualification
1.	Driver	2	Matric with having driving licence of LTV/HTV with five years experience
2.	Security Guard	8	Matric
3.	Mali	4	Middle Pass

1. The number of persons mentioned above may be increased or decreased.
2. The above service/persons are required under Part-I outsourcing policy of Government No.16/7/2015-IGS II dated 06.05.2015 and against non sanctioned posts.
3. Detailed terms and conditions forming part of this NIT for the Job/contract are contained in the tender document.
4. The turnover of service providers should be more than three crore. Attach the latest proof of turnover.
5. Tender should not quote service charge less than 5%.
6. If the service charge is same of more than one tenderer, preference will be given to one who possess highest turnover in the last three years and number of manpower on roll.
7. Chairman, Haryana State Pollution Control Board, reserves the right to accept or reject the tender or any part of the bid without assigning any reason thereof.

Chairman
Haryana State Pollution Control Board



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TENDER DOCUMENTS (REQUIRED TO BE UPLOADED IN TECHNICAL BIDS)

The bidders are requested to upload/ provide following information/ documents in their Technical Bids (as per tender notice given in newspaper) on the Portal with index/ format of the Technical Bid as provided below:

Sr. No.	Name of the information/ documents to be uploaded in Technical Bids	Status of submission (Yes/ No)	Page Number as per numbering given to the technical bid documents uploaded on the portal
1	Name and Address of the Establishment (Copy of crossed out letter head of the firm)	Yes/ No	
2	Registration of the firm (Copy of registration certificate and partnership deed) and Shop Establishment Act 1958 from local authorities	Yes/ No	
3	Establishment code of EPF (Copy of registration)	Yes/ No	
4	DGR License No. /DGP license	Yes/ No	
5	Establishment code of ESI (Copy of registration)	Yes/ No	
6	License No. as contract labour supplier of minimum 200 person (Copy of license and registration labour Department)	Yes/ No	
7	GST No. (Copy of registration)	Yes/ No	
8	Self attested copy of PAN card	Yes/ No	
9	Service Charges/commission for labour supply arrangement charges over and above basic rates fixed by the Haryana State Pollution Control Board (should be mentioned in financial bid instead of technical bid)	Yes/ No	
10	GST- as applicable (should be mentioned in financial bid instead of technical bid)	Yes/ No	
11	ISO 9001-2015 Certificate	Yes/ No	
12	Registered Office in Tri-City i.e. Chandigarh/ Panchkula/ Mohali area (Relevant proof of the same Copy)	Yes/ No	
13	CA Certificate in respect of Bidder/ Firm's Turnover for the last three Financial Years (Year-wise)	Yes/ No	
14	Balance Sheets for the last three Financial Years (dully attested by CA/ CA Firm)	Yes/ No	
15	Details of manpower on role/ deployed as on the date of release of this tender	Yes/ No	
16	Affidavit on Non Judicial Stamp Paper duly certified by the Notary stating that the bidder has not been blacklisted/ debarred by any Government or procuring entity.	Yes/ No	
17	All the documents submitted by the bidder as part of its Technical Bid are attested by the	Yes/ No	



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	signing authority of the bidder/ firm.		
18	An undertaking by the bidding firm in reference to acceptance of all the terms & conditions of this DNIT.	Yes/ No	
19	An undertaking by the bidder/ bidding firm (signed and stamped by signing authority of the bidder/ firm) that “all the particulars mentioned/ documents provided in Technical Bid are true and correct nothing has been concealed therein. We have gone through all the general terms and conditions and agree to abide by all these general terms and conditions or amendments made, if any later stage.”	Yes/ No	

Note:-

- The party who does not fulfill and mention the requirement at Sr. No. 1 to 19 will not be considered.
- All copies of documents should be self attested. The original documents should be produced at the time of opening the Technical Bid.
- All the documents to be uploaded on portal as Technical Bid should have proper page numbering on it and the first page of the Technical Documents uploaded should be the as per the index/ format of the Technical Bid provided above (dully filled).



General Terms and Conditions

1. The contractor should have to specify the registration certificate of shop establishment Act, 1958 from local authorities, registration from labour department under contract labour (Regulation and abolition) Act, 1970, labour license of minimum 200 persons, EPF Code No., ESI Code No., DGR License NO./DGP licence, GST No., ISO 9001-2015 and PAN number alongwith dates of applicability and should have registered office in Tri-city, Chandigarh/Panchkula/Mohali area. Attested photocopies of documents are to be attached at the time of submission of the tender. The past experience in the line indicating the experience of Govt./coop. Sector may be mentioned, if any.
2. Definition:
 - i. Haryana State Pollution Control Board, Panchkula means the department where the services are required.
 - ii. Contractor means, the body awarded contract for providing labour/manpower.
 - iii. Workforce means labour/manpower provided by the contractor to Haryana State Pollution Control Board.
3. The contractor has to quote its rate separately category wise as per tender. On one tender document, the rate of only one category be mentioned.
4. Tender offer should be complete in all respects. Any clarification required can be got before the date of tender opening.
5. The tender without specified amount of earnest money will be rejected.
6. The EMD of successful contractor will be converted into security deposit. The same will be refunded after the successful execution of the contract. In case of termination of contract due to serious irregularities, lapse on the part of contractor the security will be forfeited after adjusting any recoverable amount from the contractor.
7. The contractor will execute an agreement on non judicial stamp paper Rs. 15/- before claiming the first payment duly attested by Notary/First class Magistrate.
8. No request of transfer of contract in another name will be considered.
9. The wages will be paid to the employees as fixed by DC of the District concerned/DGR from time to time.
10. The contractor, who has been black-listed by state govt./Centre Govt., will not be eligible to participate.
11. The management will also screen the persons so provided by the contractor. For category-1 i.e. semi-skilled labour minimum qualification as mentioned in the tender notice.



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12. Any item which is necessary for the efficient working of system but not mentioned or missed in the tender, must be included in the offer to make the offer complete in all respects.
13. Tender offer should be valid for minimum period of three months.
14. The contractor will provide identity card to each workforce.
15. Contractor will be required to provide workforce time and as per requirement.
16. No minor workforce is allowed to work in the office.
17. In the interest of organization, Haryana state Pollution Control Board will utilize the services of workforce so deployed by the contractor at the offices of Haryana State Pollution Control Board in all over Haryana office as per the requirement of work by performing local and outstation journey. For performing above journey/movement, the concerned will be reimbursed the actual expenditure upto the limit/norms fixed by the office from time to time.
18. The contractor quoting less than 5% service charges will be rejected.
19. If the service charge is same of more than one tenderer, preference will be given to one who possess highest turnover in the last years and number of man power on roll.
20. Conditions/telegraphic/incomplete tender will not be accepted.
21. All the columns of the tender document are to be filled clearly by the tenderer.
22. The Payment for EMD and other fees shall be made online directly through RTGS / NEFT.
23. Tender will opened by committee on scheduled date, time and venue. The bidders who want to be present can attend this office against authority letter.
24. The contractor will be responsible for all-statutory obligation and compensation to its workers under law and latest state outsourcing policy.
25. The contract shall have to submit monthly certificate/proof to the effect that wages with all due statutory facilities like EPF, ESI have been paid as required by law.
26. There will be no contract of employment between Haryana State Pollution Control Board and contractual workers for all purpose. The contractor concerned will be employer of the workforce. The workforce concerned will not be entitled for any claim or benefit directly or indirectly from Haryana State Pollution Control Board.
27. The liability of Haryana state Pollution Control Board will be restricted to the monthly payment of agreed amount to contractor.
28. The category of persons which the contractor can provide may be clearly mentioned.



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29. In case of termination/leaving of contract, one month notice from both sides will be required. But incase the work of contractor is no found satisfactory or any change in policy then the management can cancel the contract without any notice.
30. The contractor will be responsible for loss or damage or compensation arising out of theft or pilferage due to negligence, dishonest or connivance of any workforce of the contractor.
31. The contractor will be responsible to get work done from the labour force as instructed.
32. The contractor will have to pay the wages to its workforce through bank accounts only. The wages must be paid on or before 7th of each month without linking the receipt of payment from Haryana State Pollution Control Board.
33. In case of any workforce of the contractor is found not working as per requirement/norms, the Haryana State Pollution Control Board will be at liberty to ask the contractor to withdraw the said worker immediately and the contractor will provide the replacement at once.
34. Staff of Haryana State Pollution Control Board to test the reliability of the system will carry out random checks. In case of any deficiency, suitable penalty can be imposed and in case of serious lapses, the contract can be cancelled without any notice.
35. Consumption of any kind of intoxicant liquor and smoking is strictly prohibited in office premises.
36. The Haryana State Pollution Control Board in consultation with the contractor can fix the timing of duty from time to time. Contractual workforce can also be deputed under the jurisdiction of Haryana State Pollution Control Board.
37. The contractor shall submit bill on monthly basis for the proceeding month.
38. On completion of the agreement the contractor will withdraw all its workforce and clear the accounts by paying them legal dues as required under the provisions of the Industrial Dispute act, 1947.
39. The contractor shall maintain all statutory records in respects of workforce deployed by him as required under the provisions of the law.
40. The number of workforce can be increased or decreased as per the requirement of Haryana State Pollution Control Board.
41. Deduction from the bill towards income tax as applicable will be made for tax deducted at source (TDS) and the certificate for the same will be issued to the contractor.
42. The Contractor will be fully responsible for the behaviour and conduct of its workforce. Any dispute arising among its workforce will be dealt by the contractor only and Haryana State Pollution Control Board will not be responsible in any manner.



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43. The workforce provided by the contractor will be on his pay rolls and Haryana State Pollution Control Board will not give any direct/indirect payment required to any of the workforce in any way. The Contractor shall be responsible for meeting their entire statutory requirement, entitlement and benefits and Haryana State Pollution Control Board will be absolved of such responsibilities.
44. The Haryana State Pollution Control Board Authority reserves the right to add or alter any condition at any item and will be binding on the contractor provided that the change is in the interest of work and does not adversely effect the contractor in terms of payment etc.
45. Any condition not included in this agreement will be mutually discussed and decision will be binding both parties.
46. EPF/ESI will be provided as per rates, subject to the scheme applicable in case of ESI.
47. The liability to deposit service tax with the concerned department will be of the contractor. Haryana state Pollution Control Board will pay the amount of service tax as applicable.
48. If the lesser wages are paid than the specified or any violation of the terms and conditions of the state outsourcing policy made but the contractor, the penalty will be imposed on the contractor by the Haryana State Pollution Control Board. The firm can also be blacklisted in case of violation of terms and conditions of the agreement.
49. Service charges/commission will be paid on basic wages only.
50. In case of successful tenderer Earnest Money Deposited will be kept as Performance Security. The same shall be refundable, but no interest shall be paid on the date of termination /expiry of contract.
51. The Chairman, Haryana State Pollution Control Board reserves the right to reject the tender or any part of the bid without assigning any reason thereof.
52. The service provider will have to abide by all terms and conditions as mentioned in the policy of outsourcing issued by CS vide No. 43/5/2001IGSI dated 16.2.2009 and 16/7/2015-1GSII dated 06.04.2015 and will have to execute service agreement as per policy.



CONDITIONS OF CONTRACT

1. SERVICE PROVIDER'S REPRESENTATIONS AND WARRANTIES:

The Service Provider hereby represents warrants and confirms that the Service provider-

- (a) The Service Provider has full capacity, power and authority to enter into this agreement and during the continuance of this agreement, shall continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein and has already taken and shall and continue to take all necessary and further actions (including but without limiting to the obtaining of necessary approval/ consents in all applicable jurisdictions) to authorize the execution, delivery and performance of this agreement ;
- (b) The Service Provider has the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capability to perform its obligations in accordance with the terms of this agreement and to the satisfaction of the Government ;
- (c) The Service Provider shall, on the execution of this agreement and providing services to the Department, not violate, breach and contravene any conditions of any agreement entered with any third party/ies;
- (d) The Service Provider has complied with and obtained necessary permissions/licences/authorizations under the Central, State and local authorities and obtained all required permissions/licences for carrying out its obligations under this agreement.

2. OBLIGATIONS OF THE SERVICE PROVIDER:

- (a) The Service Provider shall operate and provide services to the Department at its various sites on seven days a week from 7 AM to 3 PM for Housekeeping and supervisor and 8 AM to 5 PM for Electrician and 9 AM to 5PM for Data Entry Operator, Peon, Cook, Driver, and 5 PM to 9 AM for Chowkidar .
- (b) The regularity of the performance of the service will be the essence of this agreement and shall form a central factor of this agreement. The Service Provider shall take all possible steps to ensure to maintain its performance as determined by the Department from time to time.
- (c) The assessment made by the Service Provider in the tender including number of personnel of various descriptions as required to provide/ give the required quality of services shall be final and acceptable by and binding upon the Service Provider.



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- (d) If the Department notices that the personnel of the Service Provider has/ have been negligent, careless in rendering the said services , the same shall be communicated immediately to the Service Provider who will take corrective steps immediately to avoid recurrence of such incidents and reports to the Department.
- (e) If any of the personnel of the Service Provider indulges in theft, negligence or any illegal/ irregular activity, misconduct, the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to the department or itself can take action in accordance with law.
- (f) The Service Provider shall furnish a personal guarantee of its Managing Director, guaranteeing the due performance by the Service Provider of its obligations under this agreement.

3. TERMS OF PAYMENT:

- (a) Fees and charges for the services to be rendered are at Annexure 'B' as agreed to between the parties.
- (b) All payments made by the Department shall be after deduction of tax at source wherever applicable as per provisions of the Income Tax Act, 1961.
- (c) The Service Provider, being the employer in relation to persons engaged/ employed by its to provide the services under this agreement shall alone be responsible and liable to pay wages/ salaries to such persons which in any case shall not be less than the minimum wages as fixed or prescribed under the Minimum Wages Act, 1948 (Act XI of 1948) for the category of workers employed by it from time to time or by the State Government and/or any authority constituted by or under any law. He will observe compliance of all the relevant labour laws.
- (d) The Service Provider will have to produce the register of wages or the register of wages-cum-master roll of the preceding month along with the bill to be submitted on the First day of every calendar month for verifications to the nominated official of Department. The Service Provider shall ensure that payment to his employees is made in the presence of an authorized representative of the Department.

4. SUBMISSION AND VERIFICATION OF BILLS:

The Service Provider shall submit on a monthly basis the bills for the services rendered to enable the Department to verify and process the same.



5. DISCIPLINE:

- (a) The Service Provider shall issue identity cards, on its own name and trading style, to its personnel deputed for rendering the said services, which at Department's option and would be subject to verification at any time. The Department may refuse the entry into premises to any personnel of the Service Provider not bearing such identity card or not being perfectly dressed.
- (b) The Department shall always have the right and liberty to so surprise inspection at its sites.
- (c) The services rendered by the Service Provider under this agreement will be under close supervision, co-ordination and guidance of the Department. The Service Provider shall frame appropriate procedure for taking immediate action as may be advised by the Department from time to time.
- (d) It is understood between the parties hereto that the Service Provider alone shall have the right to take disciplinary action against any person(s) to raise any dispute and/or claim whatsoever against the Department. Department shall under no circumstances be deemed and treated as the employer in respect of any person(s) engaged/employees by the Service Provider for any purpose, whatsoever nor would Department be liable for any claim(s) whatsoever, of any such person(s).

6. NATURE OF AGREEMENT:

The parties hereto have considered agreed to and have a clear understanding on the following aspects:

- (a) This agreement is on the principal to principal basis and does not create and shall not deem to create any employer-employee relationship between the Department and the Service Provider. The Service Provider shall not by any acts, deeds or otherwise represent any person that the Service Provider is representing or acting as agent of Department, except to the extend and purpose permitted herein.
- (b) This agreement is for providing the aforementioned services and is not an agreement for supply of contract labour. It is clearly understood by the Service Provider that the persons employed by the Service Provider for providing services as mentioned herein, shall be the employees of the Service Provider only and not of the Department. The Service Provider shall be liable to make payment to the said employees towards their monthly wages/salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, minimum wages, bonus, gratuity etc.
- (c) Department shall not be liable for any obligations/responsibilities, contractual, legal or otherwise, towards the Service Provider's employees/agents directly and/ or indirectly, in any manner whatsoever.



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7. STATUTORY COMPLIANCES:

- (a) Service Provider shall obtain all registration(s)/ permissions(s)/license(s) etc. which are/may be required under any labour or other legislation (s) for providing the services under this agreement.
- (b) It shall be the Service Provider's responsibility to ensure compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the services under this agreement. The Service Provider indemnifies and shall always keep Department indemnified against all losses, damages, claims actions taken against Department by any authority /office in this regard.
- (c) The Service Provider undertakes to comply with the applicable provisions of all welfare legislations and more particularly with the Contract labour (Regulation and Abolition) Act, 1970, if applicable, for carrying out the purpose of this agreement. The Service Provider shall further observe and comply with all Government laws concerning employment of staff employed by the Service Provider and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the Service Provider is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of law.
- (d) The Service Provider shall give an undertaking by the 22nd of each month in favour of the Department that he has complied with all his statutory obligations.

8. ACCOUNTS AND RECORDS:

- (a) The Service Provider shall maintain accurate accounts and records, statements of all its operations and expenses in connection with its functions under this agreement in the manner specified by the Department.
- (b) The Service Provider shall forthwith upon being required by the Department allow Department of any of its authorizes representatives to inspect, audit or take copies of any records maintained by the Service Provider. The Service Provider shall also cooperate in good faith with the Department to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the Department. However, upon discovery of any discrepancies or under payment the Service Provider shall immediately reimburse the Department for such discrepancies or overcharge.



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9. INDEMNIFICATION:

- (a) The Service Provider shall at its own expenses make good any loss or damage suffered by the department as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any time of the premises of the Department or otherwise.
- (b) The Service Provider shall at all times Indemnify and keep indemnified that Department against any claim on account of disability/death of any of its personnel caused while providing the services within/outside the site or other premises of the Department which may be made under the workmen's Compensation Act, 1923 or any other Acts or any other Statutory modifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequences of any accident or injury sustained by the working or their personnel of the Service Provider or in respect of any claim, damage or compensation under the labour laws or other laws or rules made there under by any Person whether in the employment of the Service Provider or not, who provided or provides the service at the site or any other premises of the Department shall be as provided hereinbefore.
- (c) The Service Provider shall at all times indemnify and keep indemnified the Department against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at the Department's premises or before and after that.
- (d) That, if at any time, during the operation of this agreement or thereafter the Department is made liable to any manner whatsoever by any order, direction or otherwise of any Court authority or tribunal, to pay any amounts whatsoever in respect of or to any of present or ex-personnel of the Service Provider or to any third party in any event not restricted but including as mentioned in sub-clauses No. (a), (b) and (c) hereinabove, the Service Provider shall immediately pay to the department all such amounts and costs also and in all such cases/events the decision of the Department shall be final and binding upon the Service Provider. The Department shall be entitled to deduct any such amounts as aforesaid, from the security deposit and/or from any pending bills of the Service Provider.

10. LIABILITIES AND REMEDIES:

In the event of failure of the Service Provider to provide the services or part thereof as mentioned in this agreement for any reasons whatsoever, the Department shall be entitled to procure services from other sources and the Service Provider shall be liable to pay forthwith to the Department the difference of payments made to such other sources, besides damages at double the rate of payment.



11. LOSSES SUFFERED BY SERVICE PROVIDER:

The Service Provider shall not claim any damages, costs, charges, expenses, liabilities arising out of performance/non-performance of services, which it may suffer or otherwise incur by reason of any act/omission, negligence, default or error in judgment on part of itself and/ or its personnel in rendering or non-rendering the services under this agreement.

12. TERM:

This agreement shall be effective for a period of one year with effect from 1st October, 2017 to 30st September, 2018 and can be extended further for such period and on such terms and conditions as may be deemed fit and proper by the Department.

- (a) The person provided by him for ex-serviceman Security Guard, Driver and Mali will be selected by the Board.
- (b) Board has right to cancel the agreement even before the expiry of period of the contract without assigning any reasons or giving notice to this effect if it is found that he is not rendering, satisfactory service to the Board.
- (c) He will furnish the complete addresses alongwith photographs and a copy of police verification of all the persons deployed by him for the Ex-serviceman Security Guard, Mali and Driver of the building.
- (d) All the persons deployed by him must be in a proper uniform with name plates and badge of his company.
- (e) The contractor shall also ensure that there is proper discipline and decorum on the part of the persons employed by him and would take suitable action in case of any acts of indiscipline as reported to him by the HSPCB through authorized representative.
- (f) The monthly payment of the contract will be released after proper report of the Incharge regarding satisfactory performance of duty by the persons deployed by him.
- (g) The contract will be for a period of one year w.e.f. 01.10.2017 to 30.04.2018 which can be extended for the services rendered by him are found satisfactory.
- (h) The contractor besides discharging their duties/obligations under this contract, would also comply with the provisions of laws with respect to this contract such as the shops and establishment ACT, the contract(Regulation and Abolition) Act and Rules framed there under, the employees provident fund and Misc. provisions Act, 1952, the employee family pension fund scheme, 1995, the payment of wages Act, payment of gratuity Act. Etc.



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- (i) Board will not be liable for payment of any kind of compensation of any person deployed by him under the Industrial Labour/dispute Act, 1947 or any other Act/Rules.
- (j) The service provider shall be responsible for the attendance of his staff in the Board. In case of any staff of the agency remains absent or granted leave by them, they will send/arrange his substitute.
- (k) The staff deployed will be issued identity card by the service provider which will be required to be displayed at the time of duty. In case pilferage, theft/breakage, the agency will be responsible. The Haryana State Pollution Control Board, Panchkula will be at liberty to deduct the amount of such loss from the agency after holding an enquiry. The decision of Haryana State Pollution Control Board, Panchkula to this effect shall be final and binding upon the parties. In case unsatisfactory performance and violation of any condition of the contract/service agreement, the contract shall be liable to be cancelled and security will be forfeited. The personnel so deployed on the job for various activities will not be changed by the agency without the approval of the Board.
- (l) Board will not entertain any dispute between him and his labours.
- (m) If any dispute arises between him and the Board, the same shall be subject to arbitration by the Chairman, Haryana State Pollution Control Board, whose decision shall be final and binding on both the parties. No court shall take cognizance of the dispute.
- (n) He will execute an agreement on non judicial paper of Rs. 15/- containing of terms and conditions of the contract.
- (o) The persons deployed by him adhere to the office hours and in case of requirement of office, they will attend the office on even gazette holidays of the building for which Board will not pay any extra remuneration or otherwise.
- (p) In case at any stage if it is found that the persons deployed by you for the Ex-serviceman Security Guard, Mali and Driver are not rendering satisfactory service, the agreement so made will be cancelled/snapper without assigning any reason or notice of any kind.
- (q) The earnest money deposited by you with the tender will be treated as security and in case of breach of any of the condition of the agreement the security so deposited will be forfeited without assigning any notice to this effect.
- (r) Contractor will implement the EPF/ESI or other mandatory requirement under the above act and Board will not liable to bear any financial liability under any Act/Rules.
- (s) The contract can be cancel without assigning nay reason and the contractor cannot file any suit against the Board in any court of law.



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- (t) Payment of each person will not be less than DC rate and contractor shall make the payment to him employees by cheque/direct account to the worker every month.
- (u) He will allottee the ESI and EPF Nos. to each person engaged by him and also supply a copy thereof to the Board.
- (v) He will deposit the amount of ESI and EPF for each person alongwith service tax with concerned authority every month.
- (w) He will furnish the copy of challan form whereby he deposited the amount of ESI, EPF and service tax every month will the bill of next month failing which the payment of the bill will not be made.
- (x) In case the contractor failed to submit the proof of deposit of EPF,ESI and Service tax etc and payment in delayed due to non submission, the Board is not liberty to release the payment to the workers from the security amount and the contractor will not claim the refund of security and panel such as black list, cancellation of license etc. be taken and the work allotted to the 2nd contractor without giving any further opportunity.
- (y) Any dispute between you and your laborers will be settled by you and board will not be party to it in any manner.
- (z) The contractor shall ensure that all the employee deputed by him aadhar number for Bio-matric attendance.

13. TERMINATION:

- (a) Either party can terminate this agreement by giving one month's written notice to the other without assigning any reason and without payment of any compensation thereof. However, the Department shall give only a 24 hours notice of termination of this agreement to the Service Provider when there is a major default in compliance of the terms and conditions of this agreement or the Service Provider has failed to comply with its statutory obligations.
- (b) If Service Provider commits breach of any covenant or any clause of this agreement, the Department may send a written notice to Service Provider to rectify such breach within the time limit specified in such notice. In the event Service Provider fails to rectify such breach within the stipulated time, the agreement shall forthwith stand terminated and Service Provider shall be liable to Department for losses or damages on account of such breach.
- (c) The Department shall have the right to immediately terminate the agreement if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an agreement for the benefit of creditors.



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14. ASSIGNMENT OF AGREEMENT:

This agreement is executed on the basis of current management structure of the Service Provider. Henceforth, any assessment of this agreement, in part or whole to any third party without the prior written consent of the Department shall be ground for termination of this agreement forthwith.

15. COMPOSITION AND ADDRESS OF SERVICE PROVIDER:

- (a) The Service Provider shall furnish to the Department all the relevant papers regarding its constitution, names and addresses of the management and other key personnel of the Service Provider and proof of its registration with the concerned Government authorities required for running such a business of Service Provider.
- (b) The Service Provider shall always inform the Department in written about any change in its address or the names and addresses of its key personnel. Further, the Service Provider shall not change its ownership without prior approval of the Department.

Chairman
Haryana State Pollution Control Board