

TENDER NOTICE

Hiring Skilled Manpower Services for Maharashtra Pollution Control Board's Laboratories



Date of Issue : 17th Sept., 2012
Date of Pre-bid Meeting : 25th Sept., 2012
Last Date for Submission : 15th Oct., 2012

MAHARASHTRA POLLUTION CONTROL BOARD
Kalpataru Point, 3rd Floor, Opp. Cine Planet Cinema,
Sion Circle, Sion (East)
MUMBAI-400 022

MAHARASHTRA POLLUTION CONTROL BOARD

Kalpataru Point, Opp. Cine Planet Cinema
Near Sion Circle, Sion (E), Mumbai-400 022

Tel (O): 022-24045589 / 24023516 / 24024068 Fax : 022-24012659

E-mail: psodivision@mpcb.gov.in Website: <http://mpcb.gov.in>

TENDER NOTICE

(MPCB/PSO/01/1012)

Hiring of skilled manpower services for MPCB Laboratories

1. Maharashtra Pollution Control Board (MPCB), a statutory Board constituted by the Maharashtra Government under the provisions of Water (Prevention & Control of Pollution) Act, 1974, intends to hire skilled manpower to the Board's laboratories purely on contract basis through Manpower Provider Firms/HR Agencies for analysis of Air, Water and Hazardous Waste samples collected from environment and Industries
2. Sealed tenders are invited from registered Manpower//HR Agencies for providing skilled manpower on terms and conditions mentioned in Tender Document made available on website <http://www.mpcb.gov.in> The bidder should enclose Demand Draft of **Rs.5000/-** towards the cost of tender document in favor of "Maharashtra Pollution control Board (MPCB), Mumbai".
3. Selection of Bidder will be strictly on the basis of fulfillment of the eligibility criteria.
4. The sealed tenders duly filled, sealed & Signed in the prescribed Performa shall be addressed to the **Member Secretary, Maharashtra Pollution Control Board, Kalpataru Point, 3rd Floor, Opp. Cine Planet Cinema, Near Sion Circle, Sion (E) Mumbai-400 022.**
5. The tender envelope super scribed as "***Tender for Hiring Manpower for Boards Laboratory not to be opened before 16th Oct., 2012 at 11.00hrs***" shall be dropped in the tender box by the bidder placed at above address. Bids received after the closing date and time will not be considered

Sd/-
**Member Secretary,
Maharashtra Pollution Control Board**

MAHARASHTRA POLLUTION CONTROL BOARD

Kalpataru Point, 3rd Floor, Opp. Cine Planet Cinema,
Sion Circle, Sion (East), Mumbai-400 022

E-mail: psodivision@mpcb.gov.in Website: <http://mpcb.gov.in>

Schedule of Tender

1. The Tender document is available on the website <http://mpcb.gov.in> this can be downloaded. The Tender envelop shall contain Tender Fee (Rs. 5000/-) and EMD (Rs.50,000/-) in the form of crossed Demand Draft drawn on any Nationalized Bank in favor of **Maharashtra Pollution Control Board** payable at Mumbai at par without which bid will be treated as incomplete and non responsive and shall not be considered. The tender fee shall be.
2. Summary of the tender notice is as follows:

| Tender Reference | Particulars |
|--|--|
| Tender Fees | Rs. 5,000/- (Rs. Five Thousand only) Non Refundable |
| EMD | Rs. 50,000/- (Rs. Fifty Thousand only) Refundable |
| Availability of Tender Doc. | Till 13 th Oct., 2012; 15.00 hrs |
| Pre bid Conference date and place | 25 th Sept., 2012 at 15.00 hrs Venue: Maharashtra Pollution Control Board Kalpataru Point, 3 rd Floor, Opp. Cine Planet Cinema, Sion Circle, Sion (East), Mumbai-400 022 Tel No: 22 2402 0781, 24010437. Fax No: 022-24012659 |
| Address and Last Date of Receipt of Pre-bid queries | As Above. 24 th Sept., 2012 Till 11.00hrs psodivision@mpcb.gov.in |
| Last Date, Time and place for receipt of bids | 15 th Oct., 2012 15.00 hrs Venue: Maharashtra Pollution Control Board Kalpataru Point, 3 rd Floor, Opp. Cine Planet Cinema, Sion Circle, Sion (East), Mumbai-400 022 Tel No: 022 2402 0781, 24010437. Fax No: 91-022-24012659 |
| Time and Date of Opening of the Qualification Bid | 16 th Oct., 2012 at 11.00am Venue: Conference Hall, Maharashtra Pollution Control Board Kalpataru Point, 4 th Floor, Opp. Cine Planet Cinema, Sion Circle, Sion (East), Mumbai-400 022 |
| Address of Communication Contact Person and Telephone Numbers | Member Secretary, Maharashtra Pollution Control Board Kalpataru Point, 3 rd Floor, Opp. Cine Planet Cinema, Sion Circle, Sion (East), Mumbai-400 022 Tel No: 022 2402 0781, 24010437. Fax No: 91-022- 24012659 |

3. Bids shall remain valid for **180 days** from the last date of submission of bids.
4. MPCB reserves the right to accept or reject or cancel any tender or relax any part of the tender offer without assigning any reason there for.

Sd/-

Member Secretary,
MPCB, Mumbai

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1. Introduction:

Maharashtra Pollution Control Board (MPCB) is the statutory Board constituted by Govt. of Maharashtra for implementation of Pollution Prevention & Control Acts & Rules in Maharashtra State. Sample collected for prevention and control of pollution in the State of Maharashtra are analyzed by MPCB through its Central Laboratory at Mahpe, Navi Mumbai and 7 Regional Laboratories established at Thane, Pune, Aurangabad, Chiplun, Nashik, Nagpur and Chandrapur.

Activities of the Board primarily include implementation of various Acts and Rules promulgated by the Govt. of India and State Government of Maharashtra for prevention and control of Pollution in the state of Maharashtra. The activities include:

- I. To plan a comprehensive programme for prevention, control or abatement of pollution of water resources and ambient air.
- II. To advise State Govt. for prevention, control or abatement of pollution.
- III. To disseminate the information on environmental status, to encourage, conduct and participate in investigations and research related to pollution issues.
- IV. Inspection of the establishments causing pollution and the treatment arrangements thereof.
- V. To lay down the standards for discharge of pollutants in the environment.
- VI. To protect the natural resources of the State and ensure sustainable development, etc.

2. Requirement

Sealed tenders in the prescribed format are invited from the agencies having minimum Five years experience in providing services of skilled manpower on contract basis. The agency/Agencies will be for one year which can be renewed annually for another one year through mutual consent. However, MPCB has the right to review the Agency/Agencies at regular intervals on the basis of satisfactory performance in the previous period. MPCB may also call for fresh financial bid, from the technically qualified bidders, any time after one year, if deemed necessary. The selected agency

shall be asked to provide required manpower to MPCB related to activities requiring expertise in laboratory analysis. Details of qualification & Duties/Responsibilities of Manpower required shall be as per **Annexure-I**

3. Technical Qualification Criteria for the Bidder

- a. Tender Document Fees and EMD:** Bidder should enclose Tender Fee and EMD amount as specified in schedule of Tender.
- b. Statutory documents to establish Eligibility:** The agency shall specifically ensure compliance of various Laws/Acts, including but not limited unit the following and their re-enactments / amendments / modifications.
 - i. The payment of wages Act 1936
 - ii. The Employees Provident Fund Act, 1952
 - iii. The Factory Act, 1948
 - iv. The contract Labour Regulation) Act, 1970
 - v. The payment of Bonus Act, 1965
 - vi. The payment of Gratuity Act, 1972
 - vii. The Employees state insurance Act, 1948
 - viii. The Employment of children Act, 1938
 - ix. Minimum wages Act, 1948
 - x. Any other Act / Rules
- c. Annual Turnover:** The bidder shall have the minimum turnover of Rs. Fifty lakhs for the last three years viz. 2008-09, 2009-10, 2010-2011
- d.** The bidders must have office in Maharashtra and shall be in the business of providing manpower to various establishments for at least 5 years.
- e.** The bidder shall provide details of establishments to whom manpower provided (Category and number of manpower) in last 2 years.
- f.** The bidder shall submit the following registration details of Regulatory Authority / departments.

- i. Current Valid copy of registration certificate obtained from **Labour** Commissioner Office.
- ii. Current Valid copy of registration **Service Tax Registration**
- iii. Current Valid copy of **PAN Card**
- iv. EMD/Security deposit/Bank guarantee not forfeited certificate as per **Annexure-II**
- v. No relation Certificate as per **Annexure –III**
- vi. Current Valid copy of registration certificate from **ESI and EPFO**
- g. An undertaking (self certificate) on a stamp paper that the bidder hasn't been blacklisted by a central / any state Government institution and there has been no litigation with any government department on account of similar services, is to be submitted as above(iv).
- h. **The bidder shall submit "Technical Bid form" as per Annexure- IV.**

For the bids to be considered, the Bidders are requested to furnish documents for each of the above clauses. The tender bid must be submitted as a bound document containing an index of page numbers where the above information is furnished.

4. Bidding Process

The Bidder is expected to examine all instructions, forms, terms, conditions and specifications in the Tender Documents. Failure to furnish information required as per the tender documents or submission of a tender offer not substantially responsive in every respect to the tender documents will be at the Bidder 's risk and may result in rejection of its tender offer. The tender offer is liable to be rejected out rightly without any intimation to the Bidder if complete information as called for in the tender document is not given therein, or if particulars asked for in the Forms / Performa in the tender are not fully furnished.

4.1. Three Bid System Tender

The offers shall be in three separate parts containing **i. Tender Fee & EMD, ii. Technical and iii. Commercial Bids.** Three separate sealed envelopes containing the Tender Fee &

EMD, Technical and Commercial bids respectively should be enclosed together in a larger envelope, sealed and superscripted with the Tender Reference Number and Name of Bidder.

All the three inside envelopes should be separately securely sealed and stamped. The sealed envelopes must be super-scribed with the following information:

- Type of Bid (Tender Fee & EMD, Technical or Commercial)
- Name of Bidder with address , contact person & contact details
- Due date and Time of opening of bids

4.1.1. ENVELOPE - I (Tender Fee and EMD):

The Envelop- I shall contain the following:

- i) Earnest Money Deposit
- ii) Tender Fees

i) Earnest Money Deposit

Bidders are required to submit an EMD of Rs.50,000/- in the form of Demand Draft drawn in favor of **Maharashtra Pollution Control Board**. Offers, submitted without EMD, will be rejected. EMD of the unsuccessful Bidders will be returned within 30 days after the expiry of the period of tender offer validity prescribed by the purchaser. EMD of the successful Bidders will be returned on executing the Contract and furnishing the Security Deposit.

The EMD / Bid Security may be forfeited:

- A)** If a Bidder withdraws its tender during the period of bid validity, or
- B)** In case of a successful Bidder, if the Bidder fails:
 - a.** to execute the agreement / contract within 7 days from the date of the issue of the work order.
 - b.** to submit Security Deposit as specified in the terms and conditions

ii) Tender Fees:

Non refundable fee of Rs. 5,000/- in the form of **Demand Draft** drawn in favour of the **Maharashtra Pollution Control Board**, payable at Mumbai.

4.1.2. ENVELOPE-II (Technical Bid)

The Envelop- II (Technical Bid) shall contain the following in duplicate:

- i) Documents Establishing Bidder's Eligibility
- ii) The technical details as required in Annexure-IV of this tender document.
- iii) The bid document should be signed and stamped on each page.
- iv) A letter of acceptance of terms and conditions of the tender.

4.1.3. ENVELOPE-III (Commercial Bid):

The Envelop- III (Commercial Bid) shall contain the following:

- i) The Commercial bid as per the format given in Commercial bid schedule. The commercial bid must be filled in completely, without any errors, erasures or alterations and shall be shown in detail post wise emoluments, agency charges and applicable taxes, separately.
- iii) Bidder shall submit Financial Bid Form as per **Annexure-V**

4.2. TERMS AND CONDITIONS

4.2.1. Erasures or Alterations and Signing of Tender Offers

The original and a copy of the Tender Offer shall be typed or written in ink and shall be signed by the Bidder or a person or persons duly authorized in writing to bind the Bidder to the Contract. Such authorization shall be indicated by power-of attorney on a stamp paper accompanying the tender offer. All pages of the Tender Offer, except for unamended printed literature, shall be initialed by the person or persons signing the Tender Offer. The Tender Offer shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in that case such corrections shall be initialed by the person or persons signing the offer.

4.2.2. Completeness of Technical Offer

Technical details must be completely filled up. Filling up of the Technical Detail Form using terms such as "OK", "accepted", "noted", is not acceptable. The MPCB shall treat offers not adhering to these guidelines as unacceptable.

4.2.3. Costs & Currency

The offer must be given in Indian Rupees only, inclusive the following:

- Salary of employee
- All taxes and levies except service tax which will be paid on actual.

4.2.4. Fixed Price

The Commercial Offer shall be on a fixed price basis, inclusive of all taxes. No price variation should be asked for relating to increase in manpower cost, taxes, price variation, etc. Price quotation accompanied by vague and conditional expressions such as "subject to immediate acceptance" etc. will be treated as being at variance and shall be liable for rejection.

4.2.5. Information about Bid Process

For the smooth bid process, the information regarding bid process shall be displayed **only on website** as and when required. All the prospective bidders are suggested to take cognizance of the same.

4.2.6. Submission of Tender Offers

Sealed Tender offers **shall be dropped in tender box provided on or before 03.00 PM on 15.10.2012 at the address specified above** (not later than the time and date specified in the invitation for Tender offers). In the event of the specified date for the submission of tender offers being declared a holiday, the offers will be received up to the appointed time on the next working day. MPCB may, at his discretion, extend this deadline for submission of offers by amending the Tender Documents. In that case all rights and obligations of the purchaser and tender previously subject to the deadline will thereafter be subject to the deadline as extended. Offers received through E-mail, Telex, Fax, cable will be rejected.

4.2.7. Late Tender Offers

Any tender offer received by the agencies after the deadline prescribed for submission of the same, pursuant to the clause above, will not be entertained.

4.2.8. Modification and Withdrawal of Offers

The Bidder may modify or withdraw his offer after its submission, provided that written notice of the modification or withdrawal is received by the agency prior to the closing date and time prescribed for submission of offers. No offer can be modified by the Bidder, subsequent to the closing date and time for submission of offers.

4.2.9. Validity of Bids

All the bids must be valid for a period of 180 days from the date of tender opening for placing the initial order. However, the rates should be valid for initial/extended period of empanelment from the date of empanelment. No request will be considered for price revision during the contract period. If necessary, MPCB shall seek extension in the bid validity period beyond 180 days.

4.2.10. Opening of Bids

The bids will be opened in the presence of representatives of bidders on **16th Oct, 2012 at 11.00 hours**. Only one representative per bidder shall be permitted to attend along with the Letter of Authority as per **Annexure - VI**. The sealed cover Envelope -I containing tender fee and EMD will be opened in the first instance in the presence of bidder's representatives. In case tender fee and EMD are in order, Envelope -II containing Technical Details (Annexure-II) shall be opened at the same time. The technical bids will then be passed on to the duly constituted Tender Evaluation Committee (TEC) for evaluation.

The Envelope -III containing financial details of technically qualified bids shall be opened in the presence of bidder's representatives (only one per bidder) on a date and time duly notified. The bids shall be passed on to a duly constituted Tender Evaluation Committee (TEC) for price evaluation.

4.2.11. Evaluation of Bids

a) Preliminary Scrutiny

- i) Prior to the detailed evaluation, MPCB will determine the substantial responsiveness of each offer to the bid documents. For purpose of this Clause, a substantially responsive bid is one which is in conformity with all the terms and conditions of the Tender Documents without any material deviations. The MPCB's determination of an offer's responsiveness will be based on the contents of the bid offer itself without recourse to extrinsic evidence.

- ii) MPCB reserves the right to waive any minor infirmity or irregularity in a offer, if it is in the interest of the organization (MPCB). The decision of MPCB in this regards shall be final and binding on all Bidders.

b) Technical Evaluation

- i) The two-stage selection procedure shall be adopted for evaluation of the bids. In the first stage, the technical bids shall be evaluated by a duly constituted Tender Evaluation Committee (TEC).
- ii) The first process for the TEC is to examine the eligibility of the bidders as per the tender specifications. Bids of the agencies, not satisfying the eligibility criteria shall be rejected and no further evaluation of bids of these agencies will be done.
- iii) For the agencies which meet the prequalification criteria, the TEC would examine the technical details and may ask for additional information from the bidders if required. On request from the TEC, the bidding agencies may have to produce additional information. To speed up the tender process, MPCB at its discretion may ask for any technical clarification to be submitted by means of facsimile/ email: psodivision@mpcb.gov.in by the Bidder. In such cases, original copy of the document describing the technical clarifications must be sent to MPCB by means of courier / in person. The time limit, in which the bidders' have to submit additional information, shall be decided by the TEC and its decision shall be final in this regard. Bids of the agencies failing to adhere to the specified time limit shall be rejected.
- iv) MPCB will not accept conditional bids. However, if the bidder wishes to incorporate some condition, the same should be mentioned in the covering letter of the bid, together with the justification thereof. MPCB reserves the right to accept or reject such conditions.
- v) MPCB reserves the right to interview the proposed staff before technically qualifying the agency if required.
- vi) MPCB reserves the right to accept or reject any tender offer, and to annul the tendering process and reject all tenders at any time prior to award of

contract, without thereby incurring any liability towards the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the MPCB's action.

vii) The bidders who score minimum 70 marks in the technical evaluation criteria will be technically qualified and will be considered for financial evaluation

ix) The technical evaluation criteria is given as below: (Mandatory)

| Criteria | Particulars | Equivalent Marks |
|----------|--|------------------|
| A | Turnover, in the field of providing manpower services, for the last 3 years | 50 |
| B | Experience of firm in providing manpower services to government / semi-government or private establishments in related fields of services desired by MPCB | 50 |

c) Financial Evaluation

- i) Commercial Bids of only the technically qualified Bidders shall be opened.
- ii) A Tender Evaluation Committee (TEC) would scrutinize the commercial bids. The bids, found lacking in strict compliance to the commercial bid format shall be rejected.
- iii) The bidders have to quote amount in rupees as per schedule of the financial bid. If there is a discrepancy between words and figures, the amount in words shall prevail and be valid. If the agency does not accept the correction of the errors, its bid will be rejected and EMD forfeited.
- iv) **The lowest total amount for all kind of services** quoted by any one bidder in the comparative chart will be selected and contract will be awarded.
- v) In case same rates quoted by two agencies, the selection will be based on the high turnover, high qualitative of services and experience.
- vi) Service tax at the prevailing rates shall be payable by MPCB on production of documents of its submission with the concerned authority.

- vii) TDS will be deducted as per prevailing income Tax Laws and certificate to this effect shall be provided to the agency by MPCB. The responsibility of paying the service Tax as per prevailing rates and as claimed in the bill amount, will be of the agency.
- Viii)The agency should be registered with the concerned Govt. authorities, and a copy of the registration may be submitted.
- ix) In case, the service provider fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the MPCB is put to any loss/obligation, monetary or otherwise, the MPCB will be entitled to get itself reimbursed out of the outstanding bills/ performance security to the extent of the loss or obligation in monetary terms.
- x) The Member Secretary, MPCB reserves the right to withdraw/relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.

4.2.12. Award Criteria

- i) `On written communication from MPCB for having qualified for providing manpower to MPCB, the agency shall sign the contract (letter of award) within 10 days of such communication. Failing which the offer shall be treated as withdrawn and EMD forfeited.
- ii) The agencies selected for providing manpower shall give security deposit of 10 % of Contract value in the form of **Performance Bank Guarantee** as per **Annexure-VII**, from a scheduled commercial bank for the duration of the contract / extended period, if any, in favour of Chief Accounts Officer, MPCB, Mumbai. On receipt of bank guarantee towards security deposit the EMD of the empanelled agencies will be returned. The EMD of unsuccessful bidders shall also be returned at this stage without any interest. MPCB will have the right to invoke the security deposit without assigning any reasons if performance of the agency is not found up to the mark.
- iii) MPCB reserves the right at the time of award of contract to increase or decrease the required quantity of services specified in the schedule of requirements without any change in hiring charges of the offered quantity of other terms and conditions.

5. Payment Terms

- 5.1** The Payments to the agency will be made monthly on the basis of the man days of the services provided by the agency.
- 5.2** Monthly bills shall be submitted in duplicate to the coordinating Officer specified in contract along with attendance sheets of the employees duly certified by the officer in-charge of Laboratory. The copy of service tax paid challan for the previous month/quarter as the case may be should be produced along with the bills for payment.
- 5.3** All payments to agency shall be made subject to deduction of TDS (Tax deduction at Source) as per the income- Tax Act, 1961 and other taxes if any as per Government of India rules.
- 5.4** The agency will submit Pre-receipted bills in triplicate by the 15th day of next month after fulfilling the following conditions:
 - i. The agency will make the payment to their deployed professionals; on receipt of attendance sheets of the employees duly certified by the officer in-charge of Laboratory.
 - ii. Support documents for reimbursement in original with regard to TA/DA (as per prevailing rates in-force in MPCB) for the journeys performed on official duty certified by Officer In charge of concerned Laboratory.
 - iii. Payment will be made after submission of complete documents.

6. General Terms & Conditions

6.1. General Conditions

- i) The selected agency shall not, without MPCB's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample of information furnished by or on behalf of MPCB in connection therewith, to any person other than a person employed by the agency in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- ii) The selected agency shall not outsource the work to any other associate/franchisee/third party under any circumstances. If it so happens then MPCB shall impose sanctions which shall include: forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders) and termination of the Contract for default.

- iii) MPCB may, by written notice sent to the selected agency, terminate the work order and/or the Contract, in whole or in part **at any time of its convenience**. The notice of termination shall specify that termination is for MPCB's convenience, the extent to which performance of work under the work order and /or the contract is terminated, and the date upon which such termination becomes effective. MPCB reserves the right to cancel the remaining part and pay to the selected agency an agreed amount for partially completed Services.
- iv) In the event of the agency's company or the concerned division of the company is taken over / bought over by another company, all the obligations under the agreement with MPCB, should be passed on for compliance by the new company / new division in the negotiation for their transfer.

6.2. Security

The engaged personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, administrative / organization matters as all are of confidential / secret nature. The person concerned shall be liable for penal action under IPC, Cr. P.C or any other relevant provision besides, action for breach of contract.

6.3. Indemnity

The agency will indemnify MPCB and its client organizations of all legal obligations of its professionals deployed for MPCB.

6.4. Providing Services / Support

- i. The agency will ensure that salaries are given to the deployed professionals in time.
- ii. The agency personnel shall be used for providing services/support as specified by MPCB. In case any personnel of the Agency is found engaged in doing any work other than the above or found not useful for the project, the agency shall withdraw him/her from service and arrange for replacement immediately at their own cost.
- iii. The agency shall be responsible for any damage to equipments, property and third party liabilities caused by acts on his part of/ on part of its deployed manpower at MPCB's client premises. All equipment shall be used only for the purpose of carrying out legitimate business of client organization and shall not be put into any other use.
- iv. MPCB and the client stands absolved for any liability on account of death or injury sustained by the concerned staff during the performance of this empanelment and also for any damages or compensation due to any dispute between the agency and its staff.

- v. The staff shall maintain office decorum. They shall be courteous, polite and cooperative and able to resolve the users' problems. The agency shall verify the character antecedents before deploying any person at MPCB/client organization.
- vi. Any extra expenditure for getting the work done from other agencies /open market due to the failure of the agency to provide support within the scheduled time as mentioned in the order will be recovered from the agency through Security deposit or pending bills or other dues if any or by raising claims.
- vii. MPCB reserves the right to deduct amount from the bill as may be considered reasonable for unsatisfactory services or delay in providing of services. The decision of MPCB will be final in this regard.
- viii. The agency and manpower used to provide services/support shall not develop any direct relationship with the user/client organization of MPCB without obtaining prior written permission from MPCB for similar services.
- ix. For the deployment of professionals on MPCB/department projects, MPCB will conduct a test/interview of the candidates.
- x. It shall be the responsibility of agency to provide selected manpower to join MPCB within one week of placing the work order by MPCB. A penalty of Rs. 500 per day will be charged for every day in delay in deployment of required resources. In case agency fails to provide the candidates for four weeks for MPCB, the contract to agency will be terminated and Security Deposit will be forfeited. Also work got done from alternate sources at the risk and cost of the defaulting Agency.
- xi. In case of manpower, the agency shall have to provide immediate replacement for the deployed manpower if the client is not satisfied with his/her performance.
- xii. Medical or any other allowances to the staff deployed will not be borne by MPCB or its clients. It will be the responsibility of the agency.
- xiii. For the manpower deployed, the agency shall keep record with them, their present and permanent address, educational and technical qualification details, specimen signature, and two passport size photographs and furnish these details/information to MPCB, as and when required.
- xiv.** The agency shall issue appointment order / letter to the deployed manpower and issue valid I-Card to each one of them. They shall wear the I-cards on their person at their respective places of work.
- xv. **Period of Contract:** Under normal circumstances the contract shall be valid for contracted period of one year from date of issue of work order. However contract may be extended for further period of one year, if agreed by the

- contractor and MPCB on the same rate, terms and conditions after ensuring competitiveness of the rates. Agency should not refuse such extension.
- xvi. **Quantity:** Estimated number of Manpower to be hired is listed in the **Annexure - V**. However, it should be clearly noted that MPCB shall place the order only as per the actual requirement from time to time.
- xvii. **Duty Hours:** Normal duty hours as per MPCB Rules. However, in case of emergency, duty hours may vary as per direction of the Controlling Officers.
- xviii. **Reporting Place:** As per the list (address) mentioned in Annexure-V or any other places as informed by MPCB.
- xix. In the case of any accident/ injury/ death caused to the hired staff, all the claims arising out of it shall be met by the agency / contractor.
- xx. In case of frequent violations of the terms & conditions, the contract can be cancelled forthwith without any notice.
- xxi. The contractual staff must observe all the etiquette and protocol while performing the duty.
- xxii. The hired Manpower will be bound to carry out the instructions of the designated officer, MPCB as well as of the Officers assigned for the any specific job.
- xxiii. A daily record indicating time and signature for attendance of each Manpower will be maintained at MPCB offices.
- xxiv. Manpower agency has to appoint only the persons who have been interviewed/ tested by MPCB. Agency / contractor has to submit the bio-data (affixed with photo and enclosed all certificates for education and professional experience). If, required MPCB may verify originals documents.
- xxv. Contractor is liable to provide additional manpower against demand from this office. Only quoted rate will be applicable in the cases of any additional manpower hired by this office for its use. Contractor cannot charge separately for additional manpower hired from them.

6.5. Liability of the Agency

- i. The Agency is solely responsible and liable for compliance to provisions of various labour, Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, EPF, Bonus, Gratuity, ESI, etc. relating to personnel deployed in MPCB. The MPCB shall have no liability in this regard. The Agency shall comply with all representations, grievances of the employees deployed by them at the MPCB.
- ii. The MPCB shall remit the wages of the Manpower at actual to the Agency / contractor in consolidated amount on the basis of Bill raised by the agency / contractor. In case of any administrative delay in releasing the payment to the agency, agency shall make payment to its employee deployed at MPCB in time.
- iii. For all purposes the agency will be the “Employer” within the meaning of different labour legislations in respect of the personnel so employed and engaged by him. The persons deployed by the service provider in MPCB shall not have any claims whatsoever like employer and employee relationship against MPCB.
- iv. The service provider shall provide substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider (Agency).
- v. The agency shall be responsible for recruitment of personnel and the personnel engaged by him shall be under direct control / supervision of officer(s) of MPCB.
- vi. The agency shall not be permitted to transfer or assign his rights and obligations under the contract to any other organization or otherwise.
- vii. The service provider (Agency) shall not assign, transfer, pledge or subcontract the performance of service without the prior written consent of this office.
- viii. In case of any theft or loss of property due to negligence or carelessness of your personnel, agency will be fully responsible and you will have to make good of the losses so insures to MPCB, otherwise the same will be deducted from the security deposit or from the payments.
- ix. The service provider(agency) shall be contactable at all times and messages sent by e-mail / fax/ special messenger form the MPCB to the service provider shall be acknowledged immediately on receipt on the same day.

6.6 Responsibility of the Agency

- i. The Agency is fully responsible for timely claiming and disbursing monthly payment of wages to the personnel deployed by them in the “MPCB”.

- ii. The Agency is solely responsible for any accident/medical/health related liability for the personnel deployed by Agency at MPCB. The MPCB shall have no liability in this regard. The Service Provider (agency) shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed.
- iii. The agency shall deploy staff as per education, qualification and experience given in the tender notice / as informed by MPCB. The Agency shall provide necessary undertaking and documentary evidence in this regard.
- iv. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the MPCB at Agency's own cost.
- v. The agency shall be bound by the details and documents as furnished by him to MPCB while submitting the tender or at any other time. In case any of the details of such documents furnished by him, are found to be false at any stage, this would be deemed to be a breach of the terms of contract making him liable for action.
- vi. The Agency also agrees to comply with annexed Terms and Conditions and Agreement shall be final and binding on the Agency.

6.7 Duties of the Agency

- i. The character and antecedents of such personnel of the service provider will be got verified by the service provider before their deployment and a certification to his effect submitted to MPCB. The full particulars of the personnel to be deployed by the agency including their names and addresses shall be furnished to the MPCB along with testimonials before they are actually deployed for the job.
- ii. The agency shall ensure that the personnel deployed are healthy and not more than prescribed age.
- iii. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to interest of the MPCB
- iv. MPCB shall arrange to maintain the daily attendance record of the personnel deployed by it showing their arrival and departure time. The MPCB shall submit same to the agency an attested photocopy of the attendance record and enclose the same with the monthly bill on or before 5th day of respective month.
- vii. No leave of any kind to the personnel shall be sanctioned by MPCB authority. The agency shall be liable to make substitute arrangements in case of the absence of the personnel.
- viii. The person 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

salary every month. The Transportation, food, medical, and other statutory requirements in respect of each personnel of the service provider will be the responsibility of the service provider. Further that the said person of the service provider shall not claim any absorption at any cadre in MPCB.

- ix. The wages paid to the outsourced person/ deployed persons by the service provider should not be less than the minimum wages prescribed by the relevant acts/ rules/ regulation in this regards.

6.8 Role of deployed Personnel

- i. The personnel provided by the Agency will not claim to become the employees of the MPCB and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in Maharashtra Pollution Control board.
- ii. The day-to-day functioning of the service shall be carried out by the deployed persons in consultation with and direction of the Officer(s) of MPCB. Proposals for efficient functioning of the personnel shall be discussed, considered and implemented from by the agency with approval of the MPCB.
- iii. The Agency shall ensure good behavior from personnel's on duty with the MPCB establishment. They shall abstain from taking part in any staff union and association activities. The MPCB shall not be liable to provide any residential accommodation to the personnel.
- iv. The personnel engaged by the agency will be bound to observe all instructions issued by MPCB's authority concerning general discipline and behavior.
- v. In case the personnel engaged by the agency commit any act of omission or commission constituting miss-conduct or indiscipline, the agency shall be able and responsible to take disciplinary action against the personnel/staff, including suspension, dismissal from service, removal from MPCB's premises/ campus or police prosecution.
- vi. In case of the termination of this contract/agreement on its expiry or otherwise, the personnel engaged and deployed/deputed by the agency, will not be entitled to and will not claim any absorption in the Regular or otherwise services of the MPCB.
- vii. The Agency has to provide the photo identity cards to the persons employed by him/her during the office hours. These cards are to be constantly displayed & their loss report immediately.
- viii. The Agency shall provide substitute immediately any of its personnel upon receiving written notice from office, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct.

- ix. The Agency personnel's working should be polite, Cordial, positive and efficient, while handling the assigned work and their action shall promote good will and enhance the image of this office. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him. The service provider shall ensure proper conduct of this person in office premises
- x. The person deployed shall not claim any master & servant relationship against this office.
- xi. Deployed personnel are entitled to one day leave per month.

6.9 Rights of MPCB

- i. Decision of MPCB in regard to interpretation of the Terms and Conditions of the Agreement shall be final and binding on the Agency.
- ii. In case of any dispute between the Agency and MPCB. The MPCB shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Mumbai.
- iii. Estimated number of Personnel is subject to reasonable change at the discretion of the competent authority at the Maharashtra pollution Control Board.
- iv. The MPCB may check and ensure that the personnel engaged by the agency, at no point of time, will be paid less than the minimum rates of wages as prescribed and revised for time to time by state/ Central Govt Labour department under minimum wages Act.
- v. MPCB's authority reserves the right to ask for replacement of a particular personnel employed by the agency if the service of the individual are found unsatisfactory. But in case such a request for replacement is made, the agency will ensure the compliance of the required legal formality.
- vi. The MPCB has the absolute right to terminate the contract at any time before the due date of expiry without assigning any reason by giving one month notice in advance to the agency in writing or by making equivalent payment thereof. The MPCB shall also have the right to extend the contract in writing on the same terms and conditions or with some addition / deletion/deletion /modification for a further period of one year or for a shorter period until such time as a new agency takes over in the event of MPCB resorting to the process of appointing a fresh contractor/Agency.
- vii. In case of any difference of opinion or dispute arising between the parties, regarding depreciation or implementation of any of the terms and conditions of the contract / agreement then the same shall be referred to the Chairman of the MPCB whose decision shall be final and binding upon both the parties.

However, all matters jurisdiction shall be at the local courts located at Mumbai.

- viii. Office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service providers.

6.10 Dealing Offence/ Loss etc...,

- i. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to the MPCB and maintain liaison with the police. FIR will be lodged by the MPCB Wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility shall be fixed.
- ii. In case of any loss that might be caused to the MPCB due to lapse on the part of the personnel discharging duties & responsibilities will be borne by the Agency and in this connection, the MPCB shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to the MPCB besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the contractor, the MPCB shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
- iii. In case, the personnel deployed by the agency are found absent from duty any time or sleeping or found engaged in irregular activities, the MPCB shall deduct the requisite amount at the pro-rata from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.
- iv. In case of breach of any of the terms of agreement, the performance security deposit of the agency shall be liable to be forfeited by the MPCB. In addition, the contract/Agreement will also be liable to be terminated. Any sum of money due or payable to the MPCB including the security deposit refundable to him under the contract can be appropriated by the MPCB against any amount which the agency may owe to the MPCB.

6.11 Termination for Insolvency & default

6.11.1. Termination for Insolvency

MPCB may at any time terminate the work order / contract by giving written notice of One Month to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent.

6.11.2. Termination for default

- i) Default is said to have occurred
 - a. If the agency fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by MPCB.
 - b. If the agency fails to perform any other obligation(s) under the contract / work order.
- ii) If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from MPCB (or takes longer period in spite of what MPCB may authorize in writing), MPCB may terminate the contract / work order in whole or in part. In addition to above, MPCB may at its discretion transfer upon such terms and in such manner, as it deems appropriate, work order for similar support service to other agency and the defaulting agency shall be liable to compensate MPCB for any extra expenditure involved towards support service to complete the scope of work totally.

6.12 Force Majeure

- i) Force majeure clause shall mean and be limited to the following in the execution of the contract / purchase orders placed by MPCB:-
 - a. War / hostilities.
 - b. Riot or Civil commotion.
 - c. Earthquake, flood, tempest, lightning or other natural physical disaster.
 - d. Restriction imposed by the Government or other statutory bodies, which is beyond the control of the agencies, which prevent or delay the execution of the order by the agency
- ii) The agency shall advise MPCB in writing, duly certified by the local Chamber of Commerce, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, MPCB reserve the right to cancel the order without any obligation to compensate the agency in any manner for what so ever reason.

6.13 Arbitration

MPCB and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute shall arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to the arbitration, one to be appointed by each party and the third arbitrator appointed by MPCB. The award of the arbitration shall be final and binding on both the parties. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules there under and any statutory modification or reenactment, thereof. The arbitration proceedings shall be held in Mumbai.

Annexure - I

Manpower Requirement and their Qualification.

| Sr. No | Name of the Post | Qualification | | Duties & Responsibilities |
|--------|--|---|---|---|
| | | Essential Qualifications | Experience | |
| 1. | Sr. Research Fellow (Max. Age Limit 35) | M.Sc / M.Tech Environment/ Chemistry / Botany / Zoology / Microbiology / Biotechnology / Fisheries / Oceanography from UGC recognized University / Institution <u>with minimum first class</u> and Good academic record <ul style="list-style-type: none"> • CSIR / UGC / ICAR / NET qualified and • MS-CIT | <ul style="list-style-type: none"> • 3 years experience as analyst in R&D or Academic Institution • Experience of working with sophisticated analytical instruments such as GC / HPLC / UV.VIS / AAS / ICP / IC etc. for One year. | Over all supervision of Group (JRF + LA + Lab Attendant.) under him, analysis of special parameters using Sophisticated Instruments, O&M of instruments & Equipments, Report preparation. Responsible for team (group) performance. Maintaining QAQC in analysis. Any other work assigned by the superior. |
| 2. | Jr. Research Fellow (Max. Age Limit 30) | M.Tech / M.Sc Environment / Chemistry / Botany / Zoology / Microbiology / Fisheries / Oceanography from UGC recognized University / Institution M.Tech / Biotechnology / with minimum first class and Good academic record <ul style="list-style-type: none"> • UGC / CSIR / JRF-NET Qualified with Two years research experience. • MS-CIT | <ul style="list-style-type: none"> • Minimum one year experience as an Analyst in Environmental laboratory / R&D Institute / University • Minimum Three years research experience in Env. field at reputed R&D institute and experience of working with sophisticated analytical instruments such as GC / HPLC / UV.VIS / AAS / ICP / IC etc. for One year. | Analysis of Air, Water & HW samples in the laboratory, standardizations of instrument, maintaining records, logbook, preparing chemical requirements, etc. Any other work assigned by the superior. |
| 3. | Lab Assistant (Max. Age Limit 30) | B. Sc (Chemistry / Botany / Zoology / Microbiology / Fisheries / Environment/ B.Tech (Biotechnology) MS-CIT. | Minimum one year experience as an Analyst in Environmental laboratory / R&D Institute / University Laboratory. | Receipt of Samples, labeling of sample, arranging samples properly in the laboratory for analysis, results sheets preparation, responsible for sample custody, assisting SRF/JRF etc. Any other work assigned by the superior. |
| 4. | Lab Attendant (Max. Age Limit 30) | H.S.C (Sci.) with Higher Second Class and above, with good academic record. | One year experience in Analytical Lab of Institution / University / College) | Assisting SRF/ JRF in day to day analysis, glass-wares washing, cleaning work place, sample collection for analysis, etc. Any other work assigned by the superior. |

(To be given on official Letter Head of the Bidder)

EMD / SECURITY DEPOSIT /Bank Guarantee NOT FORFEITED

CERTIFICATE

I hereby declare that M/s. _____ / I am not Black Listed in any Government Tenders in Maharashtra or any other state and my EMD / Security Deposit / Performance Security Deposit is not forfeited in MPCB or any Government Department Tender.

Place:

(Signature & Seal of the Tenderer)

Date:

NO RELATION CERTIFICATE

I.....S/O.....
R/O hereby certify that none of my
relative (s) as defined in Section – IV, item (7) & (8) of tender document called for hiring
manpower/ labourers for the usage of MPCB, vide Tender No:Dated
..... is / are employed in Maharashtra Pollution Control Board as per details given in
tender document. In case at any stage, it is found that the information given by me is false /
incorrect, MPCB shall have the absolute right to take any action as deemed fit / without any
prior intimation to me”.

Signed.....

For and on behalf of the Manpower Agency

Name (caps).....

Position.....

Date.....

TECHNICAL BID FORM

Tender No.

Date

To.

The Member Secretary

Maharashtra Pollution control Board

Kalpataru Point, 2nd - 4th Floor, Opp. Cine Planet Cinema

Near Sion Circle, Sion (E), Mumbai-400 022

Tel (O). 022-24045589 / 24023516 / 24024068 Fax : 022-24012659

E-mail: psodivision@mpcb.gov.in, Website: http://www.mpcb.gov.in

SUB: SEALED TENDER FOR HIRING MANPOWER SERVICES.

Sir,

With reference to tender No. _____ dated _____ regarding Notice inviting tender for hiring MANPOWER/ LABOURERS. We have read the terms and conditions in the Bid Document and accept the same and furnish the following documents as per Schedule-I enclosed.

1. Attested copy of Partnership Deed or proprietorship deed or Article / Memorandum of Association as the case may be Annexure
2. Service Tax Registration Number Annexure
3. A valid certificate issued by the competent authority of a PSU/Central/ State Govt. organization for satisfactory performance of the contract for at least one year Annexure
4. A certificate on relatives working in MPCB as per Clause 8 of Section-IV of Bid DocumentAnnexure.
5. Income Tax assessment particulars, Ward & PAN, return filed for 3 years.
6. Turnover in the past three years as per certified financial statements by auditor.

Yours truthfully

Name _____

Address _____

Telephone _____

Seal of the firm _____

Date :

Schedule-I : Technical Details

| Criteria | Particulars |
|-----------------|--|
| A | Turnover for the last 2 years |
| B | Experience of firm in the field of provision of manpower services to Government / Semi Government or private establishments. |
| C | Number of clients to which the manpower services have been provided in the last year |
| D | Qualification and Experience of Resources proposed |

FINANCIAL BID FORM

Tender No.

Date :.....

The Member Secretary
Maharashtra Pollution control Board
Kalpataru Point, 2nd - 4th Floor, Opp. Cine Planet Cinema
Near Sion Circle, Sion (E),Mumbai-400 022
Tel (O). 022-24045589 / 24023516 / 24024068 Fax : 022-24012659
E-mail: psodivision@mpcb.gov.in, Website: http://www.mpcb.gov.in
Dear Sir,

- 1. Having the conditions of contract and services to be provided Nos. _____ the receipt of which is hereby duly acknowledged. I/we, undersigned, offer to provide manpower in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. I/We undertake, to enter into an agreement within one Ten days of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. If our Bid is accepted, we will submit demand draft/ the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.
4. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this Day of 201.....

Signature ofIn capacity of.....

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

Signature of Tenderer

Manpower Requirement and their Salary (emoluments)

Price Bid Schedule.

| Sr. No | Name of the Laboratory | No. of Candidates Offered | | | |
|--------|--|---------------------------|-----------|-----------|-----------------|
| | | S. R.F.* | J. R.F.* | Lab Asst. | Lab Attendant** |
| 1. | Central Laboratory, Maharashtra Pollution Control Board, "Nirmal Bhavan", P-3, MIDC Industrial Area, Mahape, Navi Mumbai- 400 701. | 2 | 9 | 2 | - |
| 2. | Regional Laboratory, Maharashtra Pollution Control Board, Office Complex Building, 5 th Floor, Wagle Industrial Estate, Thane | 1 | 3 | 1 | 1 |
| 3. | Regional Laboratory, Maharashtra Pollution Control Board, Jog Centre, 3 rd Floor, Mumbai Pune Road, Wakdewadi, Pune- 411003. | 3 | 9 | 1 | 1 |
| 4. | Regional Laboratory, Maharashtra Pollution Control Board, Parkar Complex, 1 st Floor, Behind Nagar Parishad, Chiplun, Dist. Ratnagiri. | 1 | 4 | 1 | 1 |
| 5. | Regional Laboratory, Maharashtra Pollution Control Board, Udyog Bhavan, Satpur MIDC, Near ITI, Nashik- 422 107. | - | 7 | 1 | 1 |
| 6 | Regional Laboratory, Maharashtra Pollution Control Board, Udyog Bhavan, Civil Lines, Nagpur-1 | - | 5 | 1 | 1 |
| 7 | Regional Laboratory, Maharashtra Pollution Control Board, New Administrative Building, Mul road, Chandrapur-442401 | - | 1 | 1 | 1 |
| | Total | 7 | 38 | 8 | 6 |
| 8 | Emoluments (per post / candidate) (In Rs.) | | | | |
| | <ul style="list-style-type: none"> • UGC / CSIR / JRF-NET Qualified candidates (Rs) | | | | |
| | <ul style="list-style-type: none"> • UGC / CSIR / JRF-NET Not Qualified Candidates (Rs) | | | | |
| | <ul style="list-style-type: none"> • Agency Charges excluding ST Applicable | | | | |
| | Total (Rs) | | | | |

* As per MoEF / CPCB guidelines dtd.04.02.2008

**As per PWD Circular dated: 09.04.2012..

PERFORMANCE SECURITY BOND FORM

1. In consideration of Maharashtra Pollution Control Board (MPCB), Mumbai (here in after called the MPCB) having agreed to exempt _____ (here in after called the said contractor(s)) from the demand of security deposit / earnest money of Rs. _____ on production of Bank Guarantee for Rs. _____. For the due fulfillment by the said contractors of the terms and conditions to be contained in an Agreement in connection with the contract for supply of _____ we, (name of the Bank) _____ (here in after referred to as "the Bank") at the request of _____ Contractor's do hereby undertake to pay to the MPCB, _____ an amount of not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by the MPCB, _____ by reason of any breach by the said contractor's of any of the terms and conditions contained in the said agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the MPCB, _____ stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the MPCB, _____ reason of breach by the said contractor's of any of the terms and conditions contained in the said agreement or by reason of the contractors failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee where the decision of the MPCB, _____ in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs _____

3. We undertake to pay to the MPCB, _____ any money so demanded notwithstanding any disputes raised by the contractor(s) / supplier(s) in any suit or proceeding pending before any court or tribunal relating there to our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) / supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from date herein and further agrees to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the

MPCB, _____ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till MPCB, _____ certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We (name of the bank) further agree with the MPCB, _____ that the MPCB, _____ shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the MPCB, _____ against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, and or any omission on the part of the MPCB, _____ or any indulgence by the MPCB, _____ to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s) / supplier(s).
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by MPCB.
8. To give effect to this guarantee it shall be competent for the Maharashtra Pollution Control Board to act as though the bank, where the principal debtor.
9. It is hereby expressly agreed and declared that this guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any former or any other guarantees or guarantee hereto for given by the bank to the Maharashtra Pollution Control Board and now existing un-cancelled and that this guarantee is not intended to and shall not revoke or limit such other guarantee or guarantees.
10. We ----- (name of bank with address) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Maharashtra Pollution Control Board in writing.
11. We ----- (name of bank with address) further agree with the MPCB that the MPCB shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender documents or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the MPCB against the said contractor and to forbear or enforce any of the terms and conditions relating to the said tender documents and we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said contractor or for any forbearance act or omission on the part of the MPCB or any indulgence by the

MPCB to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

12. Notwithstanding anything contained herein:

Our liability under this bank guarantee shall not exceed Rs..... (Rs..... only)

This bank guaranty shall be valid up to from..... We are liable only to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before.....

ss

This guarantee shall automatically be cancelled on not withstanding that the original guarantee documents may not be returned to us by you.

This guarantee shall automatically be cancelled on Not withstanding that the original guarantee documents may not be returned to us by you.

Dated : _____

For _____

(Indicating the name of the bank)

N.B.: This guarantee should be issued on non-judicial stamped paper, stamped in accordance the stamp act.

MAHARSHTRA POLLUTION CONTROL BOARD
Technical BID Evaluation
Hiring of skilled manpower services for MPCB Laboratories

Annexure-VIII

SUMMARY SHEET

| Sr. No. | Document Name | Clause No. | Applicable / Not Applicable | Encl. at page No of Tender Document | No. of pages | For official use of MPCB | |
|---------|---------------|------------|-----------------------------|-------------------------------------|--------------|--------------------------|------|
| | | | | | | Verified | Sign |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Note:- Bidder should fill the above information.

It is to Certify that all the relevant documents /information submitted above is as per the tender clause were verified and observed in order.

(Name and Signature of Bidder)

Stamp/Seal of Agency

_____--
For MPCB official use. (Signature of TEC,MPCB)

() () () () ()

F.No.2-25/2007-RE
Government of India
Ministry of Environment & Forests
(RE Division)

Paryavaran Bhawan
CGO Complex, Lodhi Road
New Delhi-110 003
Dated: 4th February, 2008

OFFICE MEMORANDUM

Subject: Revised guidelines on emoluments and other conditions of service for research personnel and benefits to Host Institutions in R&D programmes of the Central Government Departments/Agencies.

Attention is invited to the O.M. No. 19-87/2002-RE dated 17.1.2003 issued by the Ministry of Environment & Forests, Government of India, on the above subject. The matter has been further considered by the Government and the following revised guidelines have been approved. These revised guidelines are applicable to the research personnel working on R&D programmes funded by the Ministry of Environment & Forests.

Emoluments

i) Junior Research Fellow (JRF)/Senior Research Fellow (SRF)

| Description | 1 st and 2 nd Year | Subsequent years |
|---|--|---|
| Junior Research Fellow Graduate degree in Engineering disciplines & Post Graduate degree in Science disciplines. | Rs. 12,000/- (existing Rs. 8000/-) | Rs. 14,000/- (existing Rs. 9,000/-) |
| Senior Research Fellow Graduate degree in Engineering disciplines & Post Graduate degree in Science disciplines. | Rs. 14,000/- (existing Rs. 9000/-) | Rs. 14,000/- (existing Rs. 9,000/-) |
| Junior Research Fellow (Professional): In Medical and Engineering Subjects MBBS/BDS/MSc/M.Pharma. ME, M.Tech and BE/B.Tech, BSc., B.Pharm, or equivalent with 2 years experience. | Rs. 14,000/- (Existing Rs. 9500/-) | Rs. 15,000/- (existing Rs. 10,000/-) |
| Senior Research Fellow (Professional): In Medical and Engineering Subjects MBBS/BDS/MSc/M.Pharma. ME, M.Tech and BE/B.Tech, BSc., B.Pharm, or equivalent with 2 years experience. | Rs. 15,000/- (existing Rs. 10,000/-) | Rs. 15,000/- (existing Rs. 10,000/-) |

The local institution should review after two years whether JRF/SRF should continue for the third year. Similarly, at the end of the third year the local institution should review his/her case whether extension for another year should be given.

Selection of JRF/SRF will be done through open advertisement. Preference will be given to NET qualified candidates. In programmes where there is a need to engage research personnel at a level higher than JRF/SRF and such need has been accepted by the funding agency, the remuneration for such personnel may be given as indicated below:

ii) Research Associates

Research Associates may be fixed at a consolidated amount at one of the 3 pay levels given below, depending upon the qualifications and experience. The Institute/Organisation concerned may decide the level in which particular associate should be placed.

Essential Qualifications (E.Q.)

In Science, Medical and Engineering Subjects (Ph.D/MD/MDS and MVSc/Mpharma/ME/Mtech with 3 years research/teaching/design and development experience).

| | Category | Existing Fellowship | Revised Fellowship |
|------|----------|---------------------|--------------------|
| i. | RA-I | Rs. 11000 | Rs. 16000 |
| ii. | RA-II | Rs. 11500 | Rs. 17000 |
| iii. | RA-III | Rs. 12000 | Rs. 18000 |

(iii) Research Scientists:

The existing scales as under will continue:

| Sl.No. | Scales |
|--------|---|
| i. | 8000-275-13500 |
| ii. | 10000-325-15200 |
| iii. | 12000-375-16500 |
| iv. | Other scales below Rs. 8000-13500 as recommended by the 5 th Pay Commission and approved by the Central Government |

Service Conditions

1). **D.A. and CCA:** JRFs, SRFs and Research Associates will not be entitled to these allowances. The Research Scientists will get D.A. as per rates of Central Government and CCA as per rules of the local institutions where they are working.

2). **House Rent Allowance and Medical Benefits:** As at present, HRA and Medical benefits may be allowed to all categories viz., JRF/SRF, Research Associates and Research Scientists as per rules of the institutions where they are working. For this purpose, the fellowship amounts, for JRF/SRF and Research Associates will be taken as Basic Pay.

3). **Leave and other service benefits:** The existing policy to continue under which JRF/SRF are eligible only for casual leave while Research Associates/Scientists are entitled to leave as per rules of the institutions. Participation by any of those categories in any scientific

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event in India or abroad will be treated as on duty. Maternity leave as per Government of India instructions would be available to all categories.

4). **Bonus & LTC:** Not admissible to any category.

5). **Retirement benefits:** These will not be applicable to JRF/SRF/Research Associates. Research Scientists who are appointed for the duration of the project in regular scales of pay as mentioned above may be allowed to be members of the Contributory Provident Fund.

6). **Encouragement for pursuing Higher degrees:** Students selected as JRF/SRF may be encouraged to register for higher degrees and the tuition fees to undertake this may be reimbursed to the student from the contingency grant sanctioned the project grant.

7). **Benefits to Host Institutes:** Towards meeting their costs for overhead expenses including infrastructure facilities the institutional charges under the total project cost shall be as under:

(i) Project cost < Rs 20 lakhs: 20% of Project cost.

(ii) Project cost \geq Rs 20 lakhs to Rs.50 lakhs: 15% of Project cost subject to a minimum of Rs. 4 lakhs and to the maximum of Rs. 5 lakhs

(iii) Project cost > Rs. 50 lakhs: the quantum will be decided on a case to case basis

8. **Date of Effect:** The revision in emoluments under this order will be applicable w.e.f. 1.4.2007 for all categories of JRF/SRF and Research Associates. In the case of Research Scientists, the existing scales will continue, till further orders.

9. All the Divisional Heads are requested to ensure that the above guidelines are followed in regard to the remuneration and other benefits to the research personnel engaged in R&D projects funded by them. They are requested to circulate these orders to their attached and subordinate officers and also to the autonomous institutes funded by them.

10. This issues with the concurrence of Integrated Finance Division vide their Dy. No. 83/IFD/2008 dated 11.1.2008.

(DR. NASEEM AHMAD)
DIRECTOR

To

1. All Heads of Divisions of Ministry of Environment and Forests for circulating to all subordinate offices/Autonomous Bodies/Field Officers/Attached Offices.
2. Director(Finance), MoEF.

(DR. NASEEM AHMAD)
DIRECTOR

Appendix-II

रोजगारी कामगारिता दि.०१.०६.२०१३ पासून तेच असलेल्या महंगाई भयानुसार सुधारीत इतिहास द्या.

शाला निषेध क्र.मधवा/ ११३२/ प्र.क्र.१२/ सेवक वि.०९.०४.२०१३

| क्र | देखणे | उद्द प | महागाई भत्ता ६१% (शासन निषेध विल विभाग प्र.मधवा/ ११३२/ प्र.क्र.१२/ सेवक-१ वि.०९.०४.२०१३) | उत्त | प्रभावे मना ३०% (शाला निषेध काळजीप १००% प्र.क्र.१०/ सेवक-१ वि.०९.०४.२००९ सुधारीत द्वारे) | एतूपा (रु. लं. उ) | मासिक सेवक रकाना रु चे प्रतिवर्षी देण. | एतूपा मासिक वेतना. | नियत मजदारीचे दर. |
|-------------------------------|---|--------|---|------|--|----------------------|--|-----------------------|-------------------------|
| १ | मजूर / चक्रसेकक / हवाल / सभाई कामगार (उच्च) | ४०५० | ३९३२.५० | २०० | १८९०.०० | १९९३७.५० | ७५% | २० | ११ |
| २ | मजूर / चक्रसेकक / हवाल / सभाई कामगार (उच्च) | ४०५० | ३९३२.५० | २०० | १८९०.०० | १९९३७.५० | ६०% | ७९८२.१० | ३४८.०८ |
| ३ | चौकीदार / पटारफनी | ४०५० | ३९३२.५० | २०० | १८९०.०० | १९९३७.५० | ६०% | ७९८२.१० | २०९६.०७ |
| ४ | मुलादम / मजरा व्यवस्थापक | ४०५० | ३९९९.०० | २०० | १९०७.०० | १९९३७.५० | ६०% | ७९९६.०० | ३६९.९५ |
| ५ | गारी/गवडी/मुला/जोडरी/मजकरी/वाहनवाहक/गोडरी | ५८७० | ५०३४.५० | ३०० | २३९०.०० | १५९३२.५० | ६०% | १२३२८.८० | ४७३.०३ |
| ६ | दुरधनी वाहक | ६४६० | ५४९९.०० | ३०० | २५३७.०० | १६७९७.०० | ६०% | १३२४७.६० | ५६८.८३ |
| सरकारी निवासस्थानावरील | | | | | | | | | |
| १ | मजूर / चक्रसेकक / हवाल / सभाई कामगार (उच्च) | ४०५० | ३९३२.५० | २०० | ०.०० | २०६२२.५० | ७५% | ७६३५.८८ | २४३.०३ |
| २ | मजूर / चक्रसेकक / हवाल / सभाई कामगार (उच्च) | ४०५० | ३९३२.५० | २०० | ०.०० | २०६२२.५० | ६०% | ६९०९.५० | २४४.९८ |
| ३ | चौकीदार / पटारफनी | ४०५० | ३९३२.५० | २०० | ०.०० | २०६२२.५० | ६०% | ८९४६.०० | ३२३.३१ |
| ४ | मुलादम | ४०५० | ४९९९.०० | २०० | ०.०० | २०६२२.५० | ६०% | ८६८७.२० | ३४४.३१ |
| ५ | गारी/गवडी/मुला/जोडरी/मजकरी/वाहनवाहक/गोडरी | ५८७० | ५०३४.५० | ३०० | ०.०० | २०६२२.५० | ६०% | १०४४३.६० | ४७३.०३ |
| ६ | दुरधनी वाहक | ६४६० | ५४९९.०० | ३०० | ०.०० | २०६२२.५० | ६०% | १२४०७.२० | ४७३.०३ |

सरकारी इतिहास
शाला निषेध, मुंबई

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