



TELANGANA STATE POLLUTION CONTROL BOARD

PARYAVARANA BHAVAN, A-III, INDUSTRIAL ESTATE,

SANATHNAGAR, HYDERABAD

Notice Inviting Tender Number: 154-S/TSPCB/Estt/2017

TENDER DOCUMENT ON E PROCUREMENT

Subject: e-Tenders are invited on behalf of the Member Secretary, Telangana State Pollution Control Board for Identification of Service Provider for supply of Security services through outsourcing for a period of twelve (12) months



TELANGANA STATE POLLUTION CONTROL BOARD
Paryavarana Bhavan, A-3, Industrial Estate, Sanathnagar,
Hyderabad – 500018, Telangana, India Phone: 040 – 23887500

e-TENDERING NOTICE INVITING TENDER FOR IDENTIFICATION OF SERVICE PROVIDER FOR SUPPLY OF SECURITY SERVICES THROUGH OUTSOURCING FOR A PERIOD OF TWELVE (12) MONTHS.

BID REFERENCE : **154-S/TSPCB/Estt/2017**

DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT : **27.07.2017 to 09.08.2017 during office hours (10:30 a.m. to 5:00 p.m.) on all working days.**

LAST DATE FOR SALE OF BIDDING DOCUMENT : **09.08.2017**

* LAST DATE AND TIME FOR RECEIPT OF BIDS : **1.00 pm on 10.08.2017**

TIME AND DATE OF OPENING OF BIDS :

TECHNICAL BIDS : **3.00 pm on 10.08.2017**

Financial Bids : **3.30 pm on 10.08.2017**

PLACE OF OPENING OF BIDS : Meeting Hall-I, Telangana State Pollution Control Board, Paryavarana Bhavan, A-3, Industrial Estate, Sanath Nagar. Hyderabad, Telangana – 500 018, India.

SECTIONS / Parts of the Bidding Document

Section –I Instruction to the Bidders

Section –II Bid Data Sheet

Section – III Evaluation Criteria

Section IV – Schedule of requirements

Section V – Bid forms

Section VI – General Conditions of the Contract

Section VII – Special Conditions of the Contract

Section VIII – Contract Forms

INVITATION FOR BIDS (IFB)

e-Tendering Notice inviting tender for identification of service provider for supply of Security services through outsourcing for a period of twelve (12) months.

IFB No.: 154-S/TSPCB/Estt/2017

Date 27-07-2017

1. The Telangana State Pollution Control Board, Hyderabad invites eligible service providers to supply personnel for Security services through outsourcing for a period of twelve (12) months to TSPCB, Hyderabad, Telangana, India.

S. No	Description of the services	No. of persons	Salary per month (Rs)	Bid Security (Rs)
1	Security Supervisor,	2	12,198/-	Rs.25,000/-
2	Security Guards, Board Office	25	9,698/-	

2. Only e-Bidding is allowed. Interested eligible Bidders may obtain further information from e-tender portal <https://www.eprocurement.gov.in> at offline tenders and also from the department site <http://www.tspcb.cgg.gov.in>.
3. A complete set of bidding documents may be purchased by any interested eligible bidder on payment of a non-refundable fee of Rs.500/- (Rupees five hundred only). The method of payment will be Banker's Draft.

4. Details of bid submission:

(a)	Date of commencement of sale of bidding document	:	27.07.2017 to 09.08.2017
(b)	Last date for sale of bidding document	:	09.08.2017
(c)	Last date and time for receipt of bids	:	1.00 pm on 10.08.2017
(d)	Time and date of opening of bids	:	
	Technical bids	:	3.00 pm on 10.08.2017
	Financial bids	:	3.30 pm on 10.08.2017
(e)	Place of opening of bids	:	Meeting Hall-I, Telangana State Pollution Control Board, Paryavarana Bhavan, A-3, Industrial Estate, Sanath Nagar. Hyderabad, Telangana – 500 018, India.

(f)	Address for communication	Member Secretary Telangana State Pollution Control Board, Paryavarana Bhavan, A-III, Industrial Estate, Sanath Nagar, Hyderabad, Telangana - 500 018 Telephone: +91-040-23887703 Facsimile: +91-040-23815631 e- mail: ao-admn-tspcb@telangana.gov.in
-----	---------------------------	---

7. All bids must be accompanied by a bid security as specified in the bid document and must be submitted at the date and time indicated above. Late bids will be rejected.
8. Bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time.
9. In the event of the date specified date for bid receipt and opening being declared as a holiday for TSPCB's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.

Sd/-

MEMBER SECRETARY

SECTION I. INSTRUCTIONS TO BIDDERS

A. General

- Scope of Bid** 1. The Employer **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Services incidental thereto as specified in Section VI, Schedule of Requirements. The name and identification number of this procurement are **specified in the BDS**. The name, identification, and requirement are **provided in the BDS**.
- Fraud and Corruption** 2. The proposals will be rejected if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- Eligible Bidders** 3. A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the TSPCB to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or
 - (b) submit more than one bid in this bidding process,
 - (c) Bidders shall provide such evidence of their continued eligibility satisfactory to the TSPCB, as the TSPCB shall reasonably request.

B. Contents of Bidding Documents

- Sections of Bidding Documents** 4. The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms

PART 2 Supply Requirements

- Section V. Schedule of Requirements

PART 3 Contract

- Section VI. General Conditions of Contract (GCC)
- Section VII. Special Conditions of Contract (SCC)
- Section VIII. Contract Forms

- a. The Invitation for Bids issued by the TSPCB is not part of the Bidding Documents.
- b. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

Clarification of Bidding Documents

- 5. A prospective Bidder requiring any clarification of the Bidding Documents shall contact the TSPCB in writing at the address **specified in the BDS**. TSPCB will respond in writing to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. The amendment if any required will be carried out as given in ITB Clause 6.

Amendment of Bidding Documents

- 6. At any time prior to the deadline for submission of bids, TSPCB may amend the Bidding Documents by issuing addendum.
 - a. Any addendum issued shall be part of the Bidding Documents and will be posted in e-procurement portal.
 - b. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the TSPCB may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 17.2

C. Preparation of Bids

Cost of Bidding

- 7. The Bidder shall bear all costs associated with the preparation and submission of its bid, and TSPCB shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Language of Bid

- 8. The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and TSPCB, shall be written in English language.

- Documents Comprising the Bid** 9. The Bid shall comprise the following:
- (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 10, 11, and 14;
 - (b) Bid Security, in accordance with ITB Clause 15, if required;
 - (c) documentary evidence in accordance with ITB Clause 13 establishing the Bidder's eligibility to bid;
 - (d) any other document **required in the BDS.**
- Bid Submission Form and Price Schedules** 10. The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- Bid Prices and Discounts** 11.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below
- 11.2 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account
- 11.3 Bids are being invited for total services. Prices quoted shall correspond to 100 % of the services specified
- Documents Establishing the Eligibility of the Bidder** 12. To establish their eligibility and shall complete the Bid Submission Form, included in Section IV, Bidding Forms.
- Documents Establishing the Qualifications of the Bidder** 13. The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to TSPCB satisfaction:
- (a) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- Period of Validity of Bids** 14.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by TSPCB. A bid valid for a shorter period shall be rejected by the TSPCB as non responsive.
- 14.2 In exceptional circumstances, prior to the expiration of the bid validity period, TSPCB may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or

permitted to modify its bid.

Bid Security

- 15.1 The Bidder shall furnish as part of its bid, a Bid Security, for an amount specified in the BDS in form of demand draft. The Bid Security shall remain valid for a period of 45 days beyond the validity period of the bids, as extended.
- 15.2 Bid not accompanied by Bid Security shall be rejected by TSPCB as non-responsive.
- 15.3 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security.
- 15.4 The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder
- (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form,; or
- does not accept the correction of errors in procurement

D. Submission and Opening of Bids

**Submission,
Sealing and
Marking of Bids**

16. Procedure for bid submission:

- The bidder shall submit his response through Bid submission to the tender on eProcurement platform at **www.eprocurement.gov.in** by following the procedure given below. The bidder would be required to register on the e-procurement market place **www.eprocurement.gov.in** or **https://tender.eprocurement.gov.in** and submit their bids online. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in eProcurement platform.
- The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats displayed in eProcurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids and other certificate/documents in the eProcurement web site. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
- Digital Certificate authentication:

HOW TO APPLY

- Click at www.eprocurement.gov.in **or** <https://tender.eprocurement.gov.in> to download e-Procurement notification
- Read the complete document, carefully
- Price Bid shall be submitted online only
- The system will generate an acknowledgement with a unique offer submission number on successful completion of the above process.

For any help or technical support on e-Procurement, Bidders may contact M/s Vayam Technologies Limited over phone or in person or their helpdesk at:

e-Procurement Help Desk

Vayam Technologies Limited

Plot No.107, 1st Floor, Lumbini Enclave, Opp: NIMS Hospital,

Near Hotel Urvasi , Punjagutta, Hyderabad-500082,

Telangana, India

Ph: +91-40-44426250/51

Fax: +91-40-44426252

E-Mail: helpdesk.eproc@vayamtech.com

b) Hard copies:

- i) All the bidders shall invariably upload the scanned copies of DD in eProcurement system and this will be the primary requirement to consider the bid responsive.
- ii) The department shall carry out the technical evaluation solely based on the uploaded certificates/documents, DD towards EMD in the eProcurement system and open the price bids of the responsive bidders.
- iii) The bidder has to submit a copy of original hardcopies of all the uploaded documents, DD towards EMD prior to TSPCB by the time of tender closure for verification with EMD & process fee.

- **Payment of Transaction Fee:**

It is mandatory for all the participant bidders from 1st January 2006 to electronically pay a Non-refundable Transaction fee to M/s.TSTS, the service provider through "Payment Gateway Service on e-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. This is in compliance as per G.O.Ms. 13

dated 07.05.2006. A service tax of 10.30% + Bank Charges for Credit Card Transaction of 2.09%(inclusive of service tax) on the transaction amount payable to TSTS shall be applicable.

- **Tender Document:** The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender Document and seek clarification if any from the Tender Inviting Authority. Any offline bid submission clause in the tender document could be neglected.

The bidder has to keep track of any changes by viewing the Addendum / Corrigenda issued by the Tender Inviting Authority on time-to- time basis in the e-Procurement platform. The Department calling for tenders shall not be responsible for any claims/problems arising out of this.

- **Bid Submission Acknowledgement:** The bidder shall complete all the processes and steps required for Bid submission. **The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the bidder.** Users may also note that the bids for which an acknowledgement is not generated by the eProcurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the Tender Inviting Authority for processing the bids. Telangana State Pollution Control Board (TSPCB) and M/s.TSTS is not responsible for incomplete bid submission by users.

Submission of Tenders offline is not considered and will be summarily rejected.

Deadline for Submission of Bids 17.1 Bids must be received online and no later than the date and time **specified in the BDS.** In the event of the specified date for the submission of Bids being declared a holiday for the TSPCB, the Bids will be received upto the appointed time on the next working day.

17.2 TSPCB may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the TSPCB and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

Late Bids 18. TSPCB will not consider any bid that arrives after the deadline for submission of bids. Any bid received after the deadline for submission of

bids shall be declared late, and rejected.

**Withdrawal,
Substitution,
Modification of
Bids**

19. A Bidder may withdraw, substitute, or modify its Bid as per the guidelines given in the e-procurement portal before the last date and time.

Bid Opening

20.1 TSPCB shall conduct the bid opening in public at the address, date and time **specified in the BDS**. In the event of the specified date of bid opening being declared a holiday for the TSPCB, the bids will be opened at the appointed time and location on the next working day.

20.2 The TSPCB shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be posted online when electronic bidding is permitted.

E. Evaluation and Comparison of Bids

Confidentiality

21 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, will not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

21.1 Any effort by a Bidder to influence TSPCB in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

**Clarification of
Bids**

22. To assist in the examination, evaluation, comparison and post-qualification of the bids, TSPCB may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that changes the substance of the Bidder price of the bid will not be considered. TSPCB request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the TSPCB in the Evaluation of the bids.

**Responsiveness
of Bids**

23.1 The TSPCB's determination of a bid's responsiveness is to be based on the contents of the bid itself.

23.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material

deviation, reservation, or omission.

23.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the TSPCB and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

Nonconformities, Errors, and Omissions

24.1 Provided that a Bid is substantially responsive, TSPCB may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

24.2 Provided that a bid is substantially responsive, the TSPCB may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

24.3 Provided that the Bid is substantially responsive, TSPCB shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the TSPCB there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

24.4. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and the Bid security may be forfeited

Preliminary Examination of Bids

25.1 TSPCB shall examine the bids to confirm that all documents and technical documentation requested have been provided, and to determine the completeness of each document submitted.

25.2 TSPCB shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected and the bid security may be

forfeited.

- (a) Bid Submission Form,
- (b) Price Schedules,
- (c) Bid Security.

Examination of Terms and Conditions; Technical Evaluation

- 26.1 TSPCB will examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC. without material deviations or reservation. Deviations from or objections or reservations to critical provisions such as those concerning Taxes & Duties (GCC Clause 5.1) will be deemed to be a material deviation. TSPCB determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 26.2 TSPCB will evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 26.3 If, after the examination of the terms and conditions and the technical evaluation, TSPCB determines that the Bid is not substantially responsive, it will reject the Bid.

Evaluation of Bids

- 27. TSPCB will evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

Comparison of Bids

- 28. The TSPCB shall compare all substantially responsive bids to determine the lowest-evaluated bid,

Post qualification of the Bidder

- 29. TSPCB will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 30. The determination will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.
- 31. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event TSPCB will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

TSPCB's Right to Accept Any Bid, and to Reject Any or All Bids

- 32. TSPCB reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

- Award Criteria** 33 TSPCB will award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- TSPCB's Right to Vary Quantities at Time of Award** 34 At the time the Contract is awarded, TSPCB reserves the right to increase or decrease the quantities of Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- Notification of Award** 35 Prior to the expiration of the period of bid validity, TSPCB will notify the successful Bidder, in writing, that its Bid has been accepted.
- a. Until a formal Contract is prepared and executed, the notification of award will constitute a binding Contract.
- Publication of Award** b. TSPCB will publish in e-procurement portal, the results identifying the bid and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded..
- Recourse to unsuccessful Bidders** c. Upon the successful Bidder's furnishing of the performance security and signing the Contract Form, TSPCB will promptly notify each unsuccessful Bidder and will discharge its bid security.
- Signing of Contract** 36 Promptly after notification, TSPCB will send the successful Bidder the Agreement and the Special Conditions of Contract.
- a. Within twenty-one (21) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the TSPCB.

SECTION II - BIDDING DATA SHEET

The following specific data for the services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General																
ITB 1	<p>The Employer: Member Secretary, Telangana State Pollution Control Board, Paryavarana Bhavan, A-3, Industrial Estate, Sanath Nagar, Hyderabad – Telangana (India)., e-mail: ao-admn-tspcb@telangana.gov.in website : http://tspcb.cgg.gov.in</p>																
ITB 1	<p>The name and identification number are: Name: Tender for identification of service provider for supply of Security Servicesthrough outsourcing to TSPCB for a period of twelve (12) months. Identification Number: 154-S/TSPCB/Estt/2017</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Description</th> <th style="text-align: left;">No. of persons</th> </tr> </thead> <tbody> <tr> <td>S Supervisor</td> <td style="text-align: center;">2</td> </tr> <tr> <td>Security Guards</td> <td style="text-align: center;">25</td> </tr> </tbody> </table>	Description	No. of persons	S Supervisor	2	Security Guards	25										
Description	No. of persons																
S Supervisor	2																
Security Guards	25																
B. Contents of Bidding Documents																	
ITB 7	<p>For <u>Clarification of bid purposes</u> only, the Employer’s address is:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Address:</td> <td>Telangana State Pollution Control Board, Paryavarana Bhavan, A-III, Industrial Estate, Sanath Nagar.</td> </tr> <tr> <td>City:</td> <td>Hyderabad, Telangana</td> </tr> <tr> <td>Zip Code:</td> <td>500 018</td> </tr> <tr> <td>Country:</td> <td>India</td> </tr> <tr> <td>Telephone:</td> <td>8008404629.</td> </tr> <tr> <td>Facsimile number:</td> <td>+91-040-23815631</td> </tr> <tr> <td>Electronic mail address:</td> <td>ao-admn-tspcb@telangana.gov.in</td> </tr> <tr> <td>Pre-bid Conference:</td> <td>11.00 am on 03-08-2017 at Meeting Hall-I, TSPCB Office.</td> </tr> </table>	Address:	Telangana State Pollution Control Board, Paryavarana Bhavan, A-III, Industrial Estate, Sanath Nagar.	City:	Hyderabad, Telangana	Zip Code:	500 018	Country:	India	Telephone:	8008404629.	Facsimile number:	+91-040-23815631	Electronic mail address:	ao-admn-tspcb@telangana.gov.in	Pre-bid Conference:	11.00 am on 03-08-2017 at Meeting Hall-I, TSPCB Office.
Address:	Telangana State Pollution Control Board, Paryavarana Bhavan, A-III, Industrial Estate, Sanath Nagar.																
City:	Hyderabad, Telangana																
Zip Code:	500 018																
Country:	India																
Telephone:	8008404629.																
Facsimile number:	+91-040-23815631																
Electronic mail address:	ao-admn-tspcb@telangana.gov.in																
Pre-bid Conference:	11.00 am on 03-08-2017 at Meeting Hall-I, TSPCB Office.																
C. Preparation of Bids																	
ITB 9	<p>The Bidder shall submit the following additional documents in its bid apart from those mentioned in ITB 9 and others:</p> <p>(a) The legal status, place of registration, and other related information of</p>																

	the firm).;
ITB 10	Alternative Bids shall not be considered.
ITB 11.2	The prices quoted by the Bidder shall not be adjustable.
ITB 14	The bid validity period shall be 120 (one hundred and twenty) days from the date of opening of bids.
ITB 15.0	Bid shall include a Bid Security in the form of Bank Guarantee, Demand Draft or Banker's cheque and letter of credit issued by a scheduled Bank operating in India in favour of "The Member Secretary, Telangana State Pollution Control Board". Format of Bid Security if submitted in the form of Bank Guarantee is enclosed in "Section IV Bidding Forms" The amount of the Bid Security shall be Rs.25,000/- (Rupees Twenty five thousand only)
	D. Submission and Opening of Bids
ITB 16.0	Bidders shall not have the option of submitting their bids manually and have to be submitted only electronically.
ITB 20.0	<p>The bid opening shall take place at:</p> <p>Place: Meeting Hall-I, Address: Telangana State Pollution Control Board, Paryavarana Bhavan, A-3, Industrial Estate, Sanath Nagar. City: Hyderabad, Telangana, India.</p> <p>Technical Bid opening date 03:00 PM on 10.08. 2017 Price bid opening date 03:30 PM on 10.08. 2017</p> <p>In the event of the specified date of the bid opening being declared a holiday for the TSPCB, the bids shall be opened at the appointed time and location on the next working day. The financial Bids of the technically qualified bidders will only be opened and taken for further evaluation</p>
	E. Evaluation and Comparison of Bids
ITB 28	Evaluation will be done for technically qualified to determine the lowest evaluated responsive bidder.
	F. Award of Contract
ITB 41.1	<p>The maximum percentage by which quantities may be increased is: 15%</p> <p>The maximum percentage by which quantities may be decreased is: 15%</p>

SECTION III. EVALUATION AND QUALIFICATION CRITERIA

This Section complements the Instructions to Bidders. It contains the criteria that the TSPCB may use to evaluate a bid and determine whether a Bidder has the required qualifications.

Contents

1. Evaluation Criteria
2. Post-qualification Requirements

1. EVALUATION CRITERIA

II. Tender Evaluation:

The proposals shall be evaluated in two stages: (1) Techno-Commercial and (2) Price/Financial. A minimum qualifying mark is set and only those Contractors whose Technical proposals score the minimum mark of 75% shall be considered for financial evaluation. Thereafter, financial proposal shall be evaluated. The commercial lowest bidder shall be the first preferred contractor for the award of Work.

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

- i. Contractor should have executed or be executing single contract worth **Rs. 50 lakh per annum** or two contracts of **Rs. 35 lakh** or three contracts of **Rs. 25 lakhs** during the last **three year period**.
- ii. Audited turnover statement duly attested by auditors to be enclosed.

(b) Experience and Technical Capacity

- i. The Bidder must furnish details of contracts executed in the last five years in proforma attached in Section IV and also should furnish the information on satisfactory Performance from the earlier and ongoing contracts with full contact details including phone, fax and e-mail.
- ii. Contractor should have minimum **3 years'** experience in providing Security Services. The contractor should have executed or be executing at least **one similar order** i.e. in a big Government Institution.
- iii. The contractor should have a valid **PAN number** issued by the Income-Tax Authority.
- iv. The contractor should have a valid **Registration Certificate** of the firm / agency / Company.
- v. The contractor should have valid **ESI & PF** registration certificate.

It is important for the contractor to note that the rate quoted shall remain valid for the period of the agreement, i.e. 1 year from the date of issuance of Work Order. Any decrease in the duties/levies during the period of agreement, shall entail corresponding reduction in the contract amount. If no details or break-up of taxes, duties/levies, etc. are indicated, it will be assumed that the quote submitted is inclusive of all taxes/levies/duties, etc.

On the date of tender opening both Techno-Commercial bids and price / financial bids shall be evaluated in the presence of attending Bidders representatives. The Techno-Commercial bids will be evaluated first followed by the price bid opening of only the shortlisted firms. The representatives of the short listed firms will only be allowed to the price bid opening.

III. Bid Security

A Bid Security of Rs.25,000/- (Rupees twenty five thousand only) shall be submitted along with the “Techno-Commercial Bid” in the form of a demand draft drawn in favour of “Member Secretary Telangana State Pollution Control Board, Hyderabad” and the DD should be from a Nationalised / Scheduled bank. No interest would be paid on the Bid Security amount. Bids not accompanied with Bid Security shall be rejected.

The Bid Security may be forfeited:

- a. if the successful bidder fails to accept the Work Order or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- b. If the bidder withdraws the bid during the period of bid validity specified in the tender.
- c. If the bidder fails to furnish the acceptance in writing, within 7-days of award of contract/ order.

The Bid Security shall be refunded to the unsuccessful bidders once the order is released on the successful bidder within a period of 60 days.

SECTION IV – BIDDING FORMS

Table of Forms

Bidder Information Form

Bid Submission Form

Price Schedule

Price and Completion Schedule - Related Services

Bid Security (Bank Guarantee)

BIDDER INFORMATION FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Bid reference No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
3. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
4. Bidder's Legal Address: <i>[insert Bidder's legal address in country of registration]</i>
5. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
6. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1.

BID SUBMISSION FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Bid Reference No.: *[insert number of bidding process]*

To: *[insert complete name of TSPCB]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Services *[insert a brief description of the Services]*;
- (c) The total price of our Bid is: *[insert the total bid price in words and figures, indicating the various amounts]*;
- (d) Our bid shall be valid for the period of time specified in ITB Sub-Clause 14.1, from the date fixed for the bid submission deadline, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by any Government or others;
- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (m) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

(n) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

Name: *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Services specified by the TSPCB in the Schedule of Requirements.]*

Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your tender notification dated [Insert Date]. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

Fin Form-I (a)

S.No.	Description of Services	No. of persons	Salary per person	Total Salary per person per year	Total Price per line item	Percentage Commission charges to be mentioned by bidder
1	Security	2	12198	146376.00	292752.00	
2	Security Guards	25	9698	116376.00	2909400.00	
Total Amount per year:					32,02,152.00	

FORM FIN-2: SUMMARY OF COSTS

ITEM	Percentage of Commissioner on invoice.
Total Costs of Financial Proposal	

BID SECURITY (BANK GUARANTEE)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: *[insert name and address of Employer]*

Date: *[insert date]*

BID GUARANTEE No.: *[insert bid Guarantee number]*

We have been informed that *[insert name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert date]* (hereinafter called "the Bid") for the execution of *[insert name of Contract]*.

Furthermore, we understand that, according to your conditions, bids must be supported by a Bid Guarantee.

At the request of the Bidder, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]*, *[insert amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Bid Submission Form; or
- (b) having been notified of the acceptance of its Bid by the TSPCB during the period of bid validity as stated in the Bid Submission Form or extended by the Employer at any time prior to expiration of this period, (i) fails or refuses to execute the Contract, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB, and (iii) does not accept the correction of Bid price.

This Guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful; or (ii) forty-five days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

[Signature(s) of authorized bank's representative(s)]

PART 2 - SUPPLY REQUIREMENTS

Section V – Schedule of Requirements

- 1. LIST OF SERVICES.....
- 2. TECHNICAL SPECIFICATIONS

1. LIST OF SERVICES

S. No.	Description of Services	QTY . In Nos.	Place of requirement of services	Delivery Date		
				Earliest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]	Bid Security in Rs.
1	Security Supervisors	2	TSPCB, Paryavarana Bhavan, A-III, Industrial Estate,	from the date of effectiveness of contract		Rs.25,000/-
2	Security Guards	25				

3. Technical Specifications

Summary of Technical Specifications. *The Services shall comply with following:*

- 1) The Service Provider shall provide Security Services by deploying adequately trained and well disciplined security personnel to safeguard the Board Office, moveable and immovable assets, equipments and other items at the above addresses from any thefts, pilferage or damage and also ensure safety of the employees, visitors, guests or any other persons working in its complex.
- 2) The security personnel shall be deployed round the clock in 3 shifts at the Office to safeguard the premises.
- 3) The Service Provider shall be responsible for opening/closing of the building and rooms as necessitated / directed by Board officials on working and closed days (holidays).
- 4) The Service Provider shall maintain records of inward and outward movement of men (Board employees and also regulation of guests and visitors), materials, etc., with proper check on the same as per instructions given from time to time by Board.
- 5) The security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.
- 6) The security personnel shall be duly trained in Fire Safety Operations. They should be trained to operate various fire control equipment installed at Board Office.
- 7) The Service Provider shall keep the Board informed of all the matters of security and co-operate in the investigation of any incident relating to security.
- 8) The Service Provider shall be responsible for protection, monitoring of the security gadgets installed at the Board premises and ensure proper access control mechanisms.
- 9) The Service Provider should ensure that no person enters into the office premises and creates any nuisance or disturbance.
- 10) To monitor the activities in CC Cameras surveillance in addition to the above.
- 11) The Service Tax is excluded in the quoted rates.

Scope of Services

1. The contractor shall appoint trained staff having good character and maintain high standards of quality, as contracted, and ensure there is no hold up of any service for any reason whatsoever. Any deficiency in the number of staff deployed will entail deduction from the compensation payable as decided by the Board.
2. The contractor, as soon as the Agreement is signed, shall submit a list and bio-data with photo indicating their name, age, qualification, experience and salary issued to them. As and when there is a change in the staff posted, a revised list and bio-data with photo shall be submitted along with copy of appointment order issued to the new appointee/appointees, simultaneously.
3. The employees/workers employed shall be trained and experienced to handle the services as per the Scope of work mentioned. The Contractor shall provide a decent uniform to the security personnel deployed and no security staff to attend duty without Uniform and shoes.
4. It is normally understood and agreed between both the parties that the Board will not be responsible or be liable for any laws that are in force/that may come into force from time to time in respect of personnel engaged by the contractor and the contractor alone will be solely responsible for the terms and conditions of their services, safety, health, statutory requirement, etc.
5. It is understood and agreed that the contractor will be held responsible for any disciplinary matters arising out of the work or conduct of their employees and the contractor will take appropriate disciplinary action against those employees found indulging in any act of indiscipline in Board premises or in connection with the services referred to herein.
6. The contractor will immediately replace any employee found to be unfit in any manner immediately or on receipt of advice from any authorized person in Board Office.
7. The contractor shall maintain proper and detailed record for the job carried out by their employees and shall also maintain all records and returns as necessary for carrying out the work smoothly and as provided under the Contract Labour Act, ESI Act, PF Act, etc., as relevant and applicable from time to time.
8. The contractor shall be solely responsible to comply with all legal and statutory requirements that arise out of this tender agreement and in respect of the employees engaged by the contractor in fulfillment of the contractual obligations stated herein.
9. The contract/Outsource employees should be covered under all statutory requirements like ESI, PF, etc. by the contractor and the contractor shall comply with all the formalities in this regard. Copy of challan and Schedule of Contract/Outsource Employees for payment of ESI/PF etc. will be enclosed with all (whether running/monthly or final) bills.

10. The contractor shall pay Salary and other Allowances/Benefits as indicated by the contractor in their tender and accepted by Board Office. In order to ensure high quality of service and having regard to the scope of work and the appropriate level of expertise (i.e., qualification, experience) required for the job, the contractor should pay such salary / wages so that quality of service is assured.
11. The Board will have the right to inspect/call for books/registers, documents in relation to all matters referred to, in this tender or agreed later on. The Board will also have all rights to make recoveries from the compensation, if any that any statutory agency imposes upon the Board due to the contractor's non-compliance with statutory obligations. All payments in respect of ESI, PF, ELI, etc. shall be reimbursed by the Board along with the monthly bills for the respective months only on submission of proof of payment and Schedule of Employees covered.
12. The contractor shall maintain a muster roll, wages register of all men employed by them and all other documents and submit it to the Board on the 1st of every month for the previous month or as necessary for inspection. The contractor shall provide all facilities for inspection/books/personnel on demand by Board or any Statutory Authority.
13. The contractor should provide PF a/c number, ESI Card and Photo Identity Card to the contract employees posted at Board Office. This should be done immediately but not later than one month from the date of signing joint agreement.
14. It is clearly understood and agreed upon that both the contractor nor contract employees shall have any claim on employment with Board at any point of time and this arrangement is purely between the contractor and the Board for specific services for the period specified.
15. The successful contractor shall indemnify/deemed to have indemnified the Board for all claims/losses arising out of this tender. The Contractor is deemed to have indemnified the Board against any claim by any authority once the work order is awarded. In the event the Board has to pay any individual, statutory body or any agency for reasons directly or indirectly attributable to this tender, the contractor only shall pay such claim/damages and even if the Board is called upon to pay, such damages/penalties and or cost shall be recovered from the contractor's dues/amount payable or shall be paid by the contractor on a demand from Board.
16. The successful bidder shall execute an irrevocable indemnity bond in an appropriate stamp paper in favor of Board that they would indemnify and keep Board indemnified and harmless against any claims, losses, expenses which Board may suffer or incur as a result of breach of contract. The contractor shall further agree that the indemnity herein contained shall remain in full force and effect during the pendency of the contract and that it shall continue to be enforceable till all dues under or by virtue of the said contract have been fully paid and all claims are discharged or till Board is satisfied that the terms and conditions of the joint agreement have been fully and properly carried out by the contractor. The contractor also should undertake not to revoke this indemnity during its currency save with Board's consent in writing.

17. The contractor shall follow all rules as may be existing or may be framed from time to time at Board on all aspects covering this tender. Material movement, entry/exit of personnel, identity card, safety, etc. shall be according to procedures existing in Board as amended from time to time.
18. The Contractor shall be responsible for taking good care of all items/equipment mentioned herein above. If any repairs of the equipment have to be made on account of mishandling/negligence of the personnel deployed, except normal wear and tear, the said items shall be repaired by the Contractor at his / her cost.
19. The contractor shall ensure that no contract/Outsource employees nor anyone from his side use the premises for overnight stay. In the event of any accident/injury /death or loss/damage, all responsibility will rest with the contractor.
20. The work mentioned in the schedule is not exhaustive, but only indicative. The Board reserves the right to increase or decrease the quantum of work. The contractor shall execute the work on the same terms and conditions and rates throughout the period of the contract.
21. The above are existing salary rates will be enhanced from time to time as per the Gazette Notification issued by the Commissioner of Labour.
22. The security staff deployed by the Service Provider shall be between the age group of 21 to 45 years.
23. The duty timings are subject to change/ adjustment at the discretion of the Board.
24. The number of personnel indicated above will be subject to such variation, changes or alterations as may be notified by the Board from time to time.
25. TDS as applicable will be deducted from the payments made by the Board to the Service Provider.
26. The Bidder/ Service Provider shall follow the labour laws under applicable laws.
27. The Bidder/ Service Provider should ensure the correctness of the calculations of line items and the total should match with that of the price bid.
28. The Service Provider should be registered for the work of providing security services.
29. The Member Secretary reserves the right to accept or reject any tender without assigning any reason.
30. Under any Circumstances, if the services are withdrawn during the contract period, a 2 month notice should be given well before withdrawal of services.

PART 3 – CONTRACT

Section VI. General Conditions of Contract

II. General Conditions of Contract

1. GENERAL PROVISIONS

- 1.1 Definitions** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) "Applicable Law" means the laws and any other instruments having the force of law in the country, as they may be issued and in force from time to time.
 - (b) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
 - (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
 - (d) "Effective Date" means the date on which this Contract comes into force and effect.
 - (e) "GC" means these General Conditions of Contract.
 - (f) "Party" means the Client or the Contractor, as the case may be, and "Parties" means both of them.
 - (g) "Personnel" means persons hired by the Contractor and assigned to the performance of the Services or any part thereof.
 - (h) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
 - (i) "Services" means the work to be performed by the Contractor pursuant to this Contract, as described in Appendix A hereto.
 - (j) "In writing" means communicated in written form with proof of receipt.
- 1.2 Law Governing Contract** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 1.3 Language** This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices**
- 1.4.1** Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC

- 1.4.2** A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
- 1.7 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Contractor may be taken or executed by the officials specified in the SC.
- 1.8 Taxes and Duties** The Contractor, Sub-Contractors, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price
- 1.9 Fraud and Corruption** If the Client determines that the Contractor and/or its Personnel, sub-contractors, sub-Contractors, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract, and the provisions of Clause 2 shall apply as if such expulsion had been made under Sub-Clause 2.6.1(c).
Should any personnel of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that personnel shall be removed in accordance with Sub-Clause 4.2
- 1.9.1 Definitions** For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:
- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 3.8.
- 1.9.2 Measures to be Taken** (vi) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of

a beneficiary of the loan were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;

- (vii) will sanction a Contractor, including declaring the Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the Contractor has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract;

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 Commencement of Services** The Contractor shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.4 Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure

2.5.1 Definition For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 extension of Time Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which

such Party was unable to perform such action as a result of Force Majeure.

2.6 Termination

2.6.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Contractor

- (a) If the Contractor does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- (b) If the Contractor becomes insolvent or bankrupt.
- (c) If the Contractor, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Contractor are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Contractor or

The Contractor may terminate this Contract, by not less than Sixty (60) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the Client fails to pay any money due to the contractor pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Contractor that such payment is overdue.
- (b) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.6.3 Payment upon

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the Contractor:

- Termination**
- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
 - (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONTRACTOR

3.1 General

3.1.1 Standard of Performance

The Contractor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and instruct its manpower to use appropriate technology and safe and effective equipment, machinery, materials and methods.

3.2 Conflict of Interests

The Contractor shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.1 Contractors not to Benefit from Commissions, Discounts, etc.

The payment of the Contractor pursuant to Clause GC 6 shall constitute the Contractor only payment in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Sub-Contractors, and agents of either of them similarly shall not receive any such additional payment.

3.3 Confidentiality

Except with the prior written consent of the Client, the Contractor and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services

3.4 Insurance to be Taken Out by the Contractor

The Contractor (a) shall take out and maintain, at their own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Contractor's Actions Requiring Client's Prior Approval

The Contractor shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Personnel not listed by name

(b) any other action that may be specified in the SC.

3.6 Reporting Obligations

The Contractor shall submit to the Client the monthly reports

3.8 Accounting, Inspection and Auditing

3.8.1 The Contractor shall keep, accurate and systematic accounts and records in respect of the Contract, in accordance with accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.

3.8.2 The Contractor shall permit, to inspect its accounts and records relating to the performance of the Contract

4. CONTRACTOR'S PERSONNEL

4.1 Description of Personnel

The Contractor shall employ and provide such qualified and experienced Personnel as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel are given in the requirements.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made. If, for any reason beyond the reasonable control of the Contractor, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Contractor in performing the Services, then the expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly

5.3 Services and Facilities

The Client shall make available Electricity and water.

6. PAYMENTS TO THE CONTRACTOR

6.1 Lump-Sum Payment The contractor shall submit bills through the concerned to the Board after completion of every calendar month and payment will be released monthly basis. The salaries of the personnel have to be transferred into the accounts by first of every month and the bills should be submitted along with the evidence of transfer of amount and other statutory contributions.

Claiming salary of employees not appointed/absent is an offence and if noticed, the contractor shall refund the entire salary along with such penalties including a penal interest to TSPCB. If after receipt of payment, the Contractor has been unable to pay his workers/employees or pass on other benefits like ESI, PF, etc., and as soon as this fact becomes known to him, the Contractor shall immediately refund all such amounts to TSPCB with a covering letter explaining the reasons for such refund. The contractor shall make a certification on each bill to this effect.

6.2 Terms and Conditions of Payment Payments will be made to the account of the Contractor and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Contractor for an amount of 50% as advance payment against the Bank guarantee which shall be valid for the period stated in the SC. Such guarantee shall be in the form Bank Guarantee/DD hereto, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Contractor has submitted an invoice to the Client specifying the amount due.

7. GOOD FAITH

7.1 Good Faith The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Resolution Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

Section VII. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The words "in the Government's country" are amended to read "India"
1.3	The language is <i>English</i>
1.4	<p>The addresses are:</p> <p>Client: <u>Telangana State Pollution Control Board</u></p> <p>Attention: <u>Member Secretary</u></p> <p>Facsimile: <u>040 - 23887500</u></p> <p>E-mail: ao-admn-tspcb@telangana.gov.in</p> <p>Contractor: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>
1.6	The Member in Charge is <i>[insert name of member]</i>
1.7	<p>The Authorized Representatives are:</p> <p>For the Client: <u>Member Secretary, TSPCB</u></p> <p>For the Contractor: _____</p>
1.8.1	The Contractor and the Personnel shall pay the taxes, and other under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.
1.8.3	a) The client shall reimburse GST payable as per Applicable Law. The Contractor shall register itself for GST with appropriate authority in India & shall provide the registration Number to the client.

	b) Tax will be deducted at source as per the prevailing Income Tax Rules.
2.2	The date for the commencement of Services is <i>from the date of signing of contract.</i>
2.3	The time period shall be 12 months
3.4	The risks and the coverage shall be as follows: (a) employer's liability and workers' compensation insurance in respect of the Personnel of the Contractor in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;
3.7 (b)	The Contractor shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.
6.2(b)	The amount in local currency is <i>[insert amount]</i>
6.4	The accounts are: for local currency: <i>[insert account]</i> Payments shall be made according to the following schedule: a. 50% of Advance payment will be made against the Bank Guarantee of one month gross salary payment to all the personnel deployed. The Bank Guarantee/Deposit shall be in the name of the Member Secretary, TSPCB. b. The amount certified and eligible as per the contract agreement will be released on monthly basis on submission of bills after completion of services by the personnel every calendar month into the above account. <i>*The Bank Guarantee shall be from a Nationalised bank.</i>
6.5	Payment shall be made within 30 days of the receipt of the invoice and the relevant documents specified in class 6.4 for regular payment, and within 60 days in the case of the final payment.

8.2	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>Dispute Settlement</p> <p>8.2 (i) Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with following provisions:</p> <p>8.2 (ii) Any dispute or differences that may arise shall be referred for sole arbitration to the Member Secretary, Telangana State Pollution Control Board or his nominee. The decision of the arbitrator shall be final and binding on the parties. The venue for arbitration shall be Hyderabad. The courts in Hyderabad shall have exclusive jurisdiction to deal with any or all disputes between the parties.</p>
------------	---

SECTION VIII – CONTRACT FORMS

Table of Forms

1. CONTRACT AGREEMENT 49

1. BANK GUARANTEE FOR ADVANCE PAYMENT..... 51

1. CONTRACT AGREEMENT

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

the *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*.

BETWEEN

- (1) *Telangana State Pollution Control Board, Head Office, Sanath Nagar* (hereinafter called "the TSPCB"), and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "the Supplier").

WHEREAS the TSPCB invited bids for supply of services, viz., *[Security Services]* and has accepted a Bid by the Supplier for the supply of Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the TSPCB and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Schedule of Requirements
 - (e) The Supplier's Bid and original Price Schedules
 - (f) The TSPCB's Notification of Award
 - (g) *[Add here any other document(s)]*
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the TSPCB to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the TSPCB to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The TSPCB hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the TSPCB

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

BANK GUARANTEE FOR ADVANCE PAYMENT

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]

Date: *[insert date (as day, month, and year) of Bid Submission]*

Bid Reference No. and title: *[insert number and title of bidding process]*

[bank's letterhead]

Beneficiary: *[insert legal name and address of TSPCB]*

ADVANCE PAYMENT GUARANTEE No.: *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)¹ in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date²]*

¹ *The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the TSPCB.*

² *Insert the Delivery date stipulated in the Contract Delivery Schedule. The TSPCB should note that in the event of an extension of the time to perform the Contract, the TSPCB would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the TSPCB might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the TSPCB's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*