

**E-TENDER NOTICE**  
**NO. MPPCB/Pur./ED-XRF/2022-23**

**TENDER DOCUMENT**  
**FOR THE**  
**Supply, Installation and Commissioning of Energy**  
**Dispersive X-Ray Fluorescent Spectrometer (ED-XRF)**



**Year: 2022 - 23**

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**M. P. Pollution Control Board**

E-5 Sector, Paryawaran Parisar, Arera Colony, Bhopal – 462016

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Web: [www.mppcb.mp.gov.in](http://www.mppcb.mp.gov.in)

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# M. P. Pollution Control Board

E – 5, Paryavaran Parisar, Arera Colony, Bhopal

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## **TENDER NOTICE THROUGH E-PROCUREMENT**

**Tender Notice No. MPPCB/Pur./ED-XRF/2022-23**

- (1.1) The Member Secretary, M. P. Pollution Control Board invites E-Tenders on portal at <http://www.mptenders.gov.in> from reputed, experienced and eligible manufacturers/firms/agencies [approved by BIS/ISO for quality & precision] and / or their authorized dealer / agent /representatives, specially authorized for this tender for Supply, Installation and Commissioning of one No. Energy Dispersive X-Ray Fluorescence (ED-XRF) Spectrometer for use of analytical works at Central Laboratory, Bhopal of M.P. Pollution Control Board, Department of Environment, Govt. of Madhya Pradesh of in two cover system (Technical and financial) for the following details:

Sl. No.	Description of Items	Qty.	Earnest Money (EMD) (Rs.)
1	Supply, Installation and Demonstration of <b>Energy Dispersive X-Ray Fluorescence (ED-XRF) Spectrometer as per annexed specification</b>	01	4,50,000.00

- (1.2) The laboratory instrument/equipment indicated above shall be procured only after receipt of budget from Central/State Government.
- (1.3) Tender documents may be downloaded from Government of Madhya Pradesh E-Procurement portal at <http://www.mptenders.gov.in> as per the schedule given in Critical Date Sheet as under:

### **CRITICAL DATE SHEET**

Description	Date	Time
Date of Publishing and Bid Document Download date	10.02.2023	03:00 PM
Bid Submission Start Date	15.02.2023	03:00 PM
Bid Submission End Date	09.03.2023	03:00 PM
Technical Bid Opening Date	10.03.2023	03:00 PM
Financial Bid Opening Date	Will be informed later	

- (1.4) The proof for submitting Tender Cost of Rs. 1500.00 (Rupees One Thousand Five Hundred only) and Earnest Money Deposit (EMD) of an amount of Rs. 4,50,000.00 (Rupees Four Lakh Fifty Thousand only) shall be submitted online on or before the last date of submission of tenders. No tender shall be considered without requisite tender fee and earnest money.
- (1.5) The Tender documents will not be available in physical form. The detailed terms & conditions are available in tender document. For detailed tender document and any amendment (if required) regarding the said tender shall be available on Board's Web site [www.mppcb.mp.gov.in](http://www.mppcb.mp.gov.in) and [www.mptenders.gov.in](http://www.mptenders.gov.in).

**In Charge (Purchase)**



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## ANNEXURE-“A” CHECK LIST

S.No.	Description of Documents	Page No.
1.	Copy of proof for submission of Earnest Money (EMD)	
2.	Copy of proof for submission of Tender Fee	
3.	Technical Compliance as specified in Annexure 1 (including make & Model of the quoted item) in Annexure-2	
4.	Manufacturer's Authorization Form in Annexure-3	
5.	Technical Acceptance Form in Annexure-4	
6.	Pre-contract Integrity Pact in Annexure-6	
7.	Certificate under direction issued by Ministry of Expenditure, Department of Expenditure in Annexure-7	
8.	Undertaking in Annexure-8	
9.	Copy of GST Registration	
10.	Copy of Income Tax Registration (PAN)	
11.	Copy of Printed Leaf Let/Brochure from OEM indicating all technical specification as offered	
12.	Copies of Purchase Orders & Performance Certificates	
13.	Undertaking regarding not being Black Listed	
14.	Users List	
15.	Copy of ISO/BIS Certificate	
16.	Company Profile including turn over during last three financial years duly certified from chartered accountant.	
17.	Terms and Conditions	
18.	Bank details including Account no., IFSC etc. for payment through RTGS/NEFT	
19.	Copy of valid MSME Registration certificate (if applicable) issued by Govt. of Madhya Pradesh mentioning the name of equipment/ group for claiming exemption in Tender Fees and EMD.	
20.	Copy of recognition certificate from Ministry of Commerce & Industry, Government of India and proof of having registered office in Madhya Pradesh in case of Startup for claiming exemption in Tender Fees and EMD.	
21.	Other Details (If any)	

**Signature of Authorized Person, Name with stamp**

**Full Address:** .....



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## TENDER DOCUMENT

M. P. Pollution Control Board desires to procure this instrument for its Central Laboratory, Bhopal situated at Madhya Pradesh state. E-tenders are invited from the eligible, qualified and reputed manufacturers [approved by BIS/ISO] or their authorized representatives, specially authorized for this tender, who are capable to supply, install and demonstrate and all related services with respect to the above instruments, which are shown in the tender notice. The detailed tender documents including terms and conditions are as follows:

- (1) **Procedure for Submission of the Tender:** Each bidders shall submit his offer in two Covers. First Cover shall contain scanned copies of proof for submitting Tender Cost and Earnest Money (EMD) online in the portal along with all qualification documents such as compliance of technical specification, terms & conditions, company profile, copy of GST registration number, PAN number and authorization certificate from manufacturer for submission of offer for this tender, if offer is submitted by authorized representative and other required documents as mentioned in the tender document. The Second Cover shall contain financial offer (BoQ). The tender shall be submitted online in two covers as per following details:
  - (a) **First Cover (Technical Bid)** should contain scanned copy of proof for submitting Tender Cost and Earnest Money (EMD) online in the portal along with all qualification documents such as compliance of technical specification, terms & conditions, company profile, copy of GST registration number, PAN number and authorization certificate from manufacturer for submission of offer for this tender, if offer is submitted by authorized representative and other required documents as mentioned in the tender document. The First Cover shall be opened on the date as mentioned in NIT. The first cover must contain self verified scanned copies of the following documents:
    - (i) Detailed compliance of technical specifications in annexure –2 along with documents and relevant details to establish that the goods and the allied services to be supplied by the Bidder conform to the requirement of the tender documents such as Make & Model, technical literature, leaflet/brochure of the equipment.
    - (ii) If the offer is submitted by authorized representative, he should submit authorization letter from the manufacturer (as per annexure-3) for submitting offer for this tender, otherwise tender offer of the firm shall not be considered and liable for rejection.
    - (i) Tender Acceptance Form as per annexure-4 alongwith all documents mentioned.
    - (ii) Company Profile, which includes documents such as copies of documents defining constitution, legal status, Power of Attorney of firm/ resolution of Board of Directors of company, certified published annual reports for the last three continuous years showing the turn over and financial results of the Bidder duly certified by Chartered Accountant.
    - (iii) Documentary Proof (Atleast three Purchase Orders (PO) and Performance Certificate (PC) (in case of Startup atleast one PO/PC) to show that the Bidder has supplied the quoted



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instruments during the past five years to any Govt. Ministries /Departments /CPCB /SPCBs /PSUs /Scientific Institutes of National repute.

- (iv) The bidder shall have to submit the copy of valid GST registration number.
  - (v) Copy of valid Income tax no. [PAN]
  - (vi) An undertaking shall be submitted by the bidder, regarding whether they are not black listed in any Govt. organization / institutions.
  - (vii) Pre-Contract Integrity in annexure-6
  - (viii) Certificate under direction issued by Ministry of Expenditure, Department of Expenditure in Annexure-7.
  - (ix) Undertaking in Anneure- 8
  - (x) The details of service station in Madhya Pradesh and India should be furnished with other details.
  - (xi) Copy of valid MSME Registration (Govt. of MP)/ copy of recognition certificate from Ministry of Commerce & Industry, Government of India and proof of having registered office in Madhya Pradesh in case of Startup for claiming exemption from payment of Tender Fee and EMD (if any).
  - (xii) The bidder shall also provide Bank Name, Account Name, Account Number, Account Type, Branch IFSC Code for safer & easier payment transaction through RTGS/NEFT.
  - (xiii) Check List as per Annexure-A along with page numbers. If checklist submitted incomplete , tender may be liable for rejection.
- (b) Second Cover (Financial Bid):** Offers received in due time shall be evaluated technically by a committee constituted by the Competent Authority, M. P. Pollution Control Board and as per the recommendation of committee, depending upon the credentials submitted in first cover, suitability of equipment with respect to offered specifications, application and performance, the financial offer shall be opened online. The date of opening of financial bids (Second Cover) will be informed later. Financial Bid shall comprise Financial offer in BoQ of the tender document.

## **Instructions to the Bidders on e-tendering:**

- (i) The bidder shall submit their offer in accordance with this tender document.
- (ii) The bidder, after submitting its tender, is permitted to alter/modify its tender so long as such alterations/modifications are done within the deadline for the online submission of tenders. Any alteration / modifications in the tender thereafter is not permitted.
- (iii) No tender can be withdrawn after the deadline for online submission of tender and before expiry of the tender validity period. If a bidder withdraws the tender during this period, it will result in forfeiture of the earnest money furnished the the bidder in its tender.



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- (iv) The Purchaser will open, on-line the Technical bids on prescribed date and time. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the Purchaser, the tenders will be opened at the appointed time and place on the next working day.
- (v) Physical presence of the bidder at the time of opening of tender will not be essential in the e-tendering process. At the appointed time, the bid openers would open the bids online and the details of the technical bids offered by the bidders would be known to all on the portal.
- (vi) The first cover, i.e. Technical Bids will be opened on-line first and evaluated by the Screening-cum-Technical Committee to assess that the goods and services offered are as per the technical specifications, necessary credentials and relevant documents. The bids, which do not meet the basis requirements, are liable to be treated as non-responsive and rejected.
- (vii) The Second Cover, i.e. Financial Bid of only technically qualified offers shall be opened online and evaluated.
- (viii) The Purchaser reserves the right to accept in part or in full any tender or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected Bidder or Bidders.
- (ix) Separate evaluation of Bids received for each type of tendered equipment/instrument will be carried out. Technical Bids will be evaluated on the basis of information and data provided in the bids as well as the actual performance of the equipment/ instruments being offered. Technical bids of the Bidders, who fulfill qualification criteria laid down in the tender document. If the details/data given in the technical bids are found in the conformity with the technical specification prescribed in the Annexure-1, testing of the models offered by the Bidders may be carried out by the Screening-cum-Technical Committee, if required to ascertain the actual performance of the equipment/ instrument. Bidder, will arrange, at his cost, the demonstration of the equipment/instruments.
- (x) Financial Bids of the Bidders, whose technical bids are qualified, shall only be opened. The lowest Bidder (L1) shall be determined on the basis of the Price quoted by the Bidder altogether for Supply, Installation & Commissioning which will be inclusive of Three years warranty, Training, Demonstration, Testing etc (as applicable) and AMC charges for a period mentioned in the tender document.

## **(A) SPECIAL CONDITIONS:**

- (1) Prices quoted should be CIF/CIP New Delhi/Mumbai for imported equipment (if any). Other charges like transportation, insurance, F.O.R. destination and installation charges should be quoted inclusive. For indigenous equipment prices should be F.O.R. destination. The insurance charges, if any, must be included in the quoted price.
- (2) Prices should be quoted for complete set of equipment including the cost of installation, minor civil works, electrical fittings and cabling etc. (as applicable).



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- (3) Annual Maintenance charges for three years should be quoted separately in the BoQ. The cost of AMC quoted by the bidders for each year should not be more than 10% of the cost of the equipment.
- (4) The technical specifications are shown in Annexure-1. The technical compliance of the offered equipment should be furnished in Annexure –2.
- (5) The equipment offered should necessarily contain a guarantee/warranty for its trouble free performance for a period of three years from the date of its installation.
- (6) The offer should clearly mention make, name of the manufacturer, detailed specifications, detailed literature about the equipment/circuit diagram/drawing of the mechanism and any other information relevant to the equipment. For any printing error/mistake in final bid will be the responsibility of the bidder and no correspondence will be entertained by the Board in future.
- (7) The tenderer should furnish details of supplies made by him to important institutions along with performance certificate during last five year with same model & specifications or better [Users' list]. The bidder must submit User's list along with the previous purchase order copies of similar item [s] supplied to any Govt. Ministries/Departments/Central/State Pollution Control Boards / any CSIR Laboratories/other Institutions of national repute.
- (8) The firm / manufacturer submitting the offer shall only quote for one most suitable model of the offered equipment whose specification matches the Board's specifications. No alternate offers shall be considered and, if submitted, the offer shall be rejected. In case the manufacturer of any equipment authorizes more than one firm for submitting offer, then such offers shall be treated as rejected.
- (9) Scanned copy of proof for submitting Earnest money (EMD) and Tender fee online on the portal in First Cover. Offers without earnest money and tender fee shall not be considered and the relevant Covers will not be opened and their offer shall be treated as rejected. Exemption from paying Tender Fee and EMD will be granted as per Govt. of Madhya Pradesh Policies to the bidders. Bidders, who are registered with Department of MSME, Government of M.P. are only exempted from payment of Tender Fee and EMD. In case of Startup, the bidder shall be recognized by Ministry of Commerce & Industry, Government of India and should have their registered office in Madhya Pradesh are also exempted from payment of Tender Fee and EMD. Such bidders must upload and submit proof of Registration with MSME certificate mentioning the tendered item/group/copy of recognition certificate from Ministry of Commerce & Industry, Government of India and proof of having registered office in Madhya Pradesh in case of Startup, failing which no exemption will be given and the bid may be rejected.
- (10) The bidder shall have to submit the copy of valid GST registration certificate and Income Tax registration [PAN] in First Cover otherwise the offer shall be liable for rejection.
- (11) An undertaking shall be submitted by the tenderer that they are not black listed in any Govt. organization / institutions in First Cover.



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- (12) The bidder shall provide exclusive company profile including necessary certificates / license for manufacture the product from DGTD / SSI/SIA etc. The bidder shall also provide Bank Name, Account Name, Account Number, Account Type, Branch IFSC Code for safer & easier payment transaction through RTGS/NEFT.
- (13) The specifications are clearly mentioned in the document and the Bidder is requested to submit Bid only if their offer strictly comply with these specifications. Please note that no deviation in the required specification will be permitted. The bidding for the instruments having different specification will be on Bidder's risk as the Board will not entertain such Bids.
- (14) Pre-Integrity Pact: Prospective bidders have to sign a Pre-Integrity Pact as per the format given in Form-6 and submit it alongwith the Technical Bid in the first cover. Bidders are advised to read the Integrity Pact carefully, fill in the required details, sign and affix the seal and submit alongwith the technical bid. The bids which does not contain the Integrity Pact will be summarily rejected.
- (15) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as per annexure-7. As per the direction issued by Ministry of Expenditure, Department of Expenditure, vide order no. F. No. 6/18/2019-PPD dated 23rd July, 2020, the Competent Authority for this purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT) as per following details:
- (a) "Bidder" (including 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- (b) "Bidders from a country which shares a land border with India" for the purpose of this order means:
- (i) An entity incorporated, established or registered in such a country; or
  - (ii) A subsidiary of an entity incorporated, established or registered in such a country; or
  - (iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - (iv) An entity whose beneficial owner is situated in such a country; or
  - (v) An Indian (or other) agent of such an entity; or
  - (vi) A natural person who is a citizen of such a country; or
  - (vii) A consortium or joint where any member of the consortium or joint venture fall under any of the above.
- (c) The beneficial owner for the purpose of (9) above will be as under":
- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more





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juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation: "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company; and "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreement;

- (iii) In case of the partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - (iv) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - (v) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - (vi) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
  - (vii) An agent is a person employed to do any act for another, or to represent another in dealings with third person.
  - (viii) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- (16) Exemption/preference to eligible MSMEs and Startup will be given as per provisions made in *Madhya Pradesh Bhandar Kray Niyam tatha Sewa Uparjan Niyam, 2015 yatha sanshodhit -2022* in this tender as applicable.

## **(B) OTHER CONDITIONS:**

- (i) The Board reserves its rights to reject any or all the tenders without assigning any reason there for.
- (ii) Tender found incomplete with respect to non submission of any annexure/ attachment/ document/ non compliance of any T&C shall be rejected forthwith.
- (iii) The indigenous equipment, for which an order has been placed, after acceptance of the tender, shall have to be delivered, installed & demonstrated to the consignee mentioned in the supply order within 60 days from the date of issue of supply order. In case of late supply of the material, 2% per month (or 0.5% per week) penalty shall be charged, the maximum penalty for late supply shall not exceed 10% of the total ordered value. In case of



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unavoidable delay in supply a prior permission shall be obtained for extension in delivery period.

- (iv) The time limit for the supply of imported equipment shall be 90 days from the opening date of L/C, which can be relaxed for additional 15 days by the Member Secretary. Any further extension shall be subject to the previous sanction of the Chairman. After scheduled time limit, 2% per month (or 0.5% per week) penalty or maximum penalty up to 10% of the total ordered value should be levied.
- (v) If the tenderer is not a manufacturer himself, should have a facility for repairing and maintenance of the instrument. The details of service centers in Madhya Pradesh and India should be furnished along with other details.
- (vi) It shall be the responsibility of the tenderer to deliver the material to the consignee in sound condition without any damage. Any damage or loss during transit shall be on the account of the tenderer.
- (vii) The tenders shall be valid for a period of 360 days from the date of opening of Technical Bids (First Cover). In exceptional circumstances, the Board may in writing or by e.mail, solicit the Bidder's consent to an extension of the period of the Bid validity. If the Bidder agrees to the request for extension, the Bid Security shall also be extended for an equivalent period of time. Any Bidder may refuse to extend the validity of his Bid without forfeiting his Bid Security, but the Bid will not be considered. Bidders granting the requests for extension of the Bid validity will not be required or permitted to modify their Bids.
- (viii) The prices should include all taxes like GST tax, excise tax or any other tax.
- (ix) The approved firm / manufacturer shall have to submit 3% of the total ordered value as performance security deposit in the form of Demand Draft/FDR/Bank Guarantee (Annexure-5) for entire period of warranty, other wise 3% amount shall be deducted from the total ordered value.
- (x) In case the approved tenderer fails to effect supply, within the specified period as per work order, the earnest money and security deposit will be liable for forfeiture.
- (xi) The consignee or any other officer authorized by the Board shall have the right to reject any or all the items of the supply, if they do not confirm to specifications mentioned in the supply order. The rejected items shall be lifted by the tenderer at their own cost. The consignee will not be responsible for the custody and safety of such items.
- (xii) The Board reserves its rights to affect any reasonable increase or decrease in the quantity or number of items at the time of issue of supply order in the interest of the Board.
- (xiii) All the clearance including the obtaining NMI [Not manufactured in India] certificate, custom clearance and custom duty will be the responsibility of the tenderer. This office will open the letter of credit [L/C] as may be required and will only sign the documents wherever required.
- (xiv) In case, if any supplier quote their rates in Indian Rupees for imported equipment and do not require custom duty exemption certificate from the Board (if applicable), then the supplier has to submit import document like bill of entry, custom duty paid and NMI [Not manufactured in India] certificate from the manufacturer.



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- (xv) The tenderer is expected to examine all instructions, forms, terms and conditions and specifications mentioned in the bid document. Failure to furnish all information required by the bid documents of submission of a bid not substantially irresponsible to the bid document in every respect will be at the tenderer's risk and may result in the rejection of its bid.
- (xvi) The terms of payment shall be as under:
- [A] **Indigenous Items:** 100% of the cost of material would only be paid after receipt, satisfactory installation and demonstration of the equipment / material at site as per annexure -9.
- [B] **Imported equipment:** The letter of credit will be opened for total ordered value, but 50% of the cost will be released on receipt of shipment documents such as Air Way Bill, Commercial Invoice, Packing List etc. of the material and balance 50% payment shall be released only after receipt, satisfactory installation & demonstration of the equipment / receipt of material at site.
- (xvii) Conditional offers will not be accepted and liable for rejection.
- (xviii) In case of any dispute the decision of Competent Authority, M. P. Pollution Control Board shall be final & binding.
- (xix) In order to comply the instructions of Department of Commerce & Industries, Govt. of M.P., and minimum 30% of the quantity of the items shall be reserved for the manufacturers / entrepreneurs from Scheduled castes/ scheduled tribes based at Madhya Pradesh.

***NOTE: The tenders shall be liable for rejection in breach of any of the special or other general conditions of the tender document and no correspondence in this regard shall be entertained in future.***

**In Charge (Purchase)**



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## **TENDER AND CONTRACT FOR SUPPLY OF MATERIALS GENERAL RULE AND DIRECTIONS FOR THE GUIDANCE OF SUPPLIERS**

- (1) All suppliers proposed to be obtained by contract will be notified in a form of invitation to tender posted in public places/News Paper/Boards website.
- (2) The tender form will state the supplies to be made, as well as the date for submitting and opening tenders and the time allowed for supply, also the amount of earnest money to be deposited with the tender.
- (3) In the event of tender being submitted by a firm it must be signed separately by each member thereof or in the absence of any partner, it must be signed on its behalf by a person holding a power of attorney authorizing him to do so, such power of attorney should be produces with the tender and it must disclose that the firm is duly registered under the partnership Act.
- (4) Any person who submits a tender shall fill up usual printed form stating at what rate he is willing to undertake supply of each items. Tender which propose any alteration in the work/supply specified in the said form of invitation to tender, or time allowed for carrying out work/supply will be liable for rejection.
- (5) The Member Secretary or his duly authorized assistant will open tenders ion website and will enter the amount of several tenders in a comparative statement in a suitable form. Receipts for earnest money will be given to all tenderers except those whose tenders are rejected and whose earnest money is refunded on the day that the tenders are opened.
- (6) The officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.

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## CONDITIONS OF CONTRACT

- (1) The time allowed for the supply of materials as entered in the tender shall be strictly observed by the supplier and reckoned from the date of which the order to commence supply of materials shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of contract) on the part of the supplier and the supplier shall pay as liquidated damage an amount equal to two percent per month or such smaller amount as the Member Secretary, M.P. Pollution Control Board, may decide on the amount of estimated cost of the whole of the materials as shown in the estimated cost of the that the supply remains un commenced or unfinished after the proper dates. In the event of the contractor failing to comply with this condition shall be liable to pay as liquidated damage an amount equal to two percent (0.5% per week) or such smaller amount as the Member Secretary may decide on the said estimated cost of the whole of the materials for every day that the due quantity of supply remains incomplete to, provided that the due quantity of liquidated damage to be paid under the provisions of this clause shall not exceed ten percent on the estimated cost of the supply of materials as shown in the tender.
- (2) If the Tenderer shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in this tender he shall apply in writing well in advance or immediately after the cause occur to the Member Secretary, M.P. Pollution Control Board who shall if in his opinion (which shall be final) reasonable grounds be shown therefore authorize such extension for a period not exceeding in 15 days. Any further extension shall be subject to the previous sanction of the Chairman.
- (3) The supplier shall give notice to the consignee officer of his intention of making delivery of materials and on the materials being approved a receipt shall be granted by him to the Consignee Officer or his assistant, and no material will be considered for payment until so approved.
- (4) On the completion of the delivery of the materials the supplier shall be furnished with a certificate by the Consignee Officer of M.P. Pollution Control Board.
- (5) The material shall be of the best description and in strict accordance with the specification and the supplier shall receive payments for such materials only as are approved and passed by the Member Secretary/Consignee Officer.
- (6) In the event of materials being considered by the Consignee Officer to be inferior to that described in the specification the supplier shall on demand in writing forth with remove the same at his own charge and cost and in the event of his neglecting to do so within such period as may be named by the Consignee officer that officer may have such rejected material removed at the contractor's risk and expense incurred being liable to be deducted from any sum due or which may become due to the supplier.



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- (7) Receipts for payment made on account of a supply when executed by a firm must also be signed by several partners except where the contractors are described in their as a firm in which case the receipt must be signed in the name of firm by one of the partners are by some other person having authority to give effectual for the firm
- (8) Under no circumstances whatever shall the contractor be entitled to any compensation/interest from Board on any account.
- (9) The supplier shall supply at it own expense all tools, plant & implements required for the due fulfillment of his contract and the materials shall remain at his risk till the date for final delivery, unless it shall have been in the mean time removed for use by the Consignee Officer.
- (10) No materials shall be brought to site or delivered on Sunday/holiday without the written permission of the Consignee Officer.
- (11) The supplier shall not sublet this contract without the written permission of the Member Secretary, M.P. Pollution Control Board. In the event of the contractor subletting his contract without such permission, he shall be considered to have thereby committed a breach of the contract, and shall forfeit his earnest money and shall have no claim, for any compensation for any loss that may occur from the materials he may have collected or engagements entered into.
- (12) The decision of the Chairman, M.P. Pollution Control Board, Bhopal shall be final, conclusive & binding on all parties to the contract upon all questions relating to the meaning of specification and instructions herein before mentioned and as to qualify of materials or as to any way arising out of, or relating to the contract specifications, instruction orders of these conditions or otherwise concerning the supplies whether arising the progress of after the completion or abatement thereof.
- (13) On the breach of any term of condition of this contract by the supplier, the said Chairman shall be entitled to forfeit the earnest money, security deposit and the balance thereof that may at that time be remaining and to realize and retain the same as damages and compensation for the said breach but without prejudice to the right of the said Board to recover any further sums as damages from any sums due or which may be come due to the contractor by M.P. Pollution Control Board, or otherwise howsoever.
- (14) The Goods supplied under the contract shall be fully insured (Comprehensive) in currency acceptable as per the existing Law of India against loss or damage incidental of manufacturer or acquisition, transportation, storage, shipment, delivery, installation and training (as applicable) involved with the Contract naming the Board as the beneficiary. The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from “warehouse to warehouse (final destination)” on “all Risks” basis including War Risks and Strikes depreciated annually as per standard norms.

**In Charge (Purchase)**



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Annexure-“1”

## ENERGY DISPERSIVE X-RAY FLUORESCENCE (EDXRF) SPECTROMETER SYSTEM

**General:** The technical specifications in this Section are indicative and not exhaustive. Bidder should offer the advanced and efficient model of Equipment/Instrument. Equipment/Instrument having better specifications may be accepted, however, without any price preference.

**Supply Details:** Supply of Equipment/Instruments complete with accessories, spares, consumables, etc. as specified in this section.

**General Requirements:** The work herein specified shall be performed by fully competent workman in a through professional manner. All materials furnished by the Bidder shall be new, and shall conform to applicable Indian Standards of any international standard. The manufacturer shall provide one set of Software of the equipment in USB media, for the equipment/Instrument. The same shall be handed over to the user Laboratory at the time of conducting Site Acceptance Test. No-objection certificate (NOC) or Type approval from Atomic Energy Regulatory Board (AERB) of India should be submitted for the Equipment / Instruments deploying radiation source or as applicable, along with the Technical Bid. Alternatively, the NOC or Type approval certificates must be submitted within 30 days from the date of opening of the technical bids of the tender.

S.N.	Specifications	Requirements
1.0	System	ED-XRF System for elemental analysis of Particulate matter collected on filter papers, solids, semi solids, Pressed powder, Loose powders, Liquids, Fused beads, Slurries, Granules, Filters Films and coatings under Vacuum and Helium atmosphere.
	Target Samples	Solid & Powder
2.0	Analysis Range	As per EPA IO 3.3 Test Method for 44 specified elements & for others 10 ng to 1000 ng absolute or better.
3.0	Analysis Time	=< 45 minutes per sample.
4.0	<b>Element detection Range</b>	Fluorine to Uranium or better.
5.0	<b>Excitation Source/ probe Beam</b>	Both direct and polarized type is acceptable with computer controlled secondary target system or beam transmission filters. The system should be provided with an X ray generator of suitable capacity to power a X-Ray tube with Rhodium and/Silver Anode material to excite all element from F to U.
5.1	Window size	The X ray tube should be preferably be of metal ceramic insulation with thin Be window of not more than 75µm.
5.2	Power etting	The power setting of X ray tube should be controlled through software. The tube should be controlled through software. The tube should operate at minimum voltage of 50kV and minimum current of 3000µA. The X ray beam should either be off-centred, or in concert with a sample spinner, ensure that all of the 47 mm



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		filter substrate is viewed by the beam during the analysis.
6.0	Detector	High resolution silicon Drift detector with peltier cooling system with thin Be window of not more than 10µm.
6.1	Resolution	< 145eV @5.9 KeV. The detector for the full analytical range of environmental analysis.
6.2	Count Rate	Should be linear to atleast 1.5Mcps
7.0	<b>Device instrument/ software application and software composition for analysis</b>	The software should have facility to set standard sample and also have facility for standard less analysis for bulk quantitative samples such as oxides, metals and composition coatings using standard samples and calibration curve.
7.1		The quantitative analysis software should have various correction methods including intensity calculation, drift correction, Blank correction, internal standard correction and overlap correction.
7.2		The software should have a wide array of user defined utilities such as selecting and viewing data, changing data display format, changing a processing profile, editing quantitative conditions, reloading and saving analytical conditions
7.3		The software should have various report templates that can be user editable. The report templates must be able to extract and Incorporate data such as image calibration curve, analytical results and statistical data. The report must be printable.
7.4		The software should have a database comprising of content and intensity library. The content library should be editable such as adding, deleting, copying and saving.
7.5		The software should be able to analyse the less volume and Irregular shapes samples effectively.
8.0	Quality Control Support	performing high accuracy qualitative as well as quantitative analysis of elements and materials in sample using standard samples and calibration curve.
8.1		It should meet the limit of Quantification (LOQ) as per EPA IO 3.3 Test Method, accuracy and repeatability for air filters with respect to NIST SRM 2783 (Standard Reference Materials, National Institute of Standards and Technology)
8.2		Supplier should provide Certificate on Installation Qualification (IQ), Performance Qualification (PQ) & Operational Qualification (OQ) during the installation of the instrument. The activity should cover limit of detection and limit of quantification.
9.0	Minimum Detection Limit	Minimum detection limit for soil/ sediment, solid material sample may be specified by bidder.
10.0	Sample Changer	Minimum 10 position automatic sample changer with facility for individual spinning for improved statistics for unattended operation.
11.0	Air Filter Sample Holder	Minimum 20 holders to accommodate 27mm, 35 mm and 47 mm filter substrates.
12.0	Sample Spinner	The EDXRF should be fitted with a sample spinner mechanism





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		with 30rpm speed.
13.0	Operation Environment	15 to 35 °C
14.0	Measurement Area	Regular samples: - Solids 27 mm – 51.5 mm diameter. Air filters – Air filter samples of diameter (27mm, 35mm and 47mm filter substrates).
15.0	Safety Provision for the Instrument and Operation	The EDXRF should have provisions for switching of X-rays in case of an incorrect command or if the door/lid of EDXRF is opened via operation. The EDXRF should be safe from X-ray radiations emitting out of it and should have NOC/type approval from AERB, India.
16.0	Data Storage, Transfer and Display	The system should be supplied with a latest desktop PC with 19 inch colour LCD/LED Monitor and colour laser printer and atleast 1 TB hard drive and 16 GB RAM. The PC should be of a reputed brand HP/ Compaq/IBM/ Dell.
17.0	Power Supply	The EDXRF should work at standard 230 V, 50Hz single phase input supply. Necessary UPS to be supplied by vendor.
18.0	<b>Vacuum and Helium Purge system</b>	The system should have provision to measure samples in an inert atmosphere. For this vacuum/helium purge system should be provided. Also vendor should provide cylinder and regulator.
19.0	ServiceSupport	Necessary Hardware and software kits and tools for supporting remotely through telephone or internet connection
20.0	Other Points	The successful bidder shall give an undertaken that the spares must be made available for at least 10 years from the date of installation and commissioning. Compliance of specifications shall be authenticated by the manufacturer point by point. The bidders must satisfactorily demonstrate the suitability of the equipment offered by them for environmental applications specified in the tender documents by analyzing the samples provided by MPPCB as a part of tender evaluation process.
21.0	Scope of Work	The vendor own complete responsibility for delivery, Installation and commissioning of EDXRF to the satisfaction of MPPCB.
22.0	Additional Items	
22.1	Helium gas regulator – Two numbers	Helium gas regulator (two stage) with necessary tubing and connectors.
22.2	Helium Gas Cylinders-Two Numbers	High pressure seamless steel cylinder fitted with high purity Helium gas. Should be ISI marked conforming to IS 7285 specifications. Flat bottom with valve as per complete neck ring and cap painted as specified under Gas Cylinder Rules along with Hydraulic test certificate and explosive certificate from Chief Controller of Explosives, Nagpur as per BIS standards.
22.3	Operation Kit	Manufacturers standard operation kit including all required items, fillings for start-up/ regular operation of instrument
22.4	Operation/Maintenance Manual	Operation and maintenance manual for each unit
22.5	Analytical Manual	Analytical manual including applications for various system



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22.6	Service Manual	Service manual with one set of required tools 46 for each sub-system/ unit
22.7	Trouble Shooting Charts	Trouble Shooting Charts
22.8	Spare Parts Catalogue	Spare Parts Catalogue
22.9	Application Notes	Application notes for trace metal analysis in environmental, biological, geological, metallurgical and industrial samples.
22.10	Dust Cover	Dust Cover
22.11	Consumables	For five Years Operation
23.0	Installation	The vendor shall provide installation, system checks of the spectrometer and all accessories and energy calibration.
23.1	Pre- requirements	The pre-requirement if any shall be communicated well before the installation
24.0	Training, Warranty & AMC	One week informal on-site training on the use and operation of the instrument completion of installation followed by compulsory (all expenditure inclusive) one week training to two scientists per instrument on software training, operation, maintenance and trouble-shooting aspects of instrument at manufacture's application laboratory abroad
24.1		Comprehensive 3 years' warranty with spares from the date of installation of the instrument should be covered. Warranty will start from the date of complete installation.
24.2		During Warranty period preventive maintenance and breakdown visits to be made. All parts to be replaced during warranty or repairs should be done free of cost.
24.3		Two visits by application Specialist is to be made during each year of warranty. No charges will be paid by MPPCB for this.
25.1		<b>Essential Calibration Standards</b> List of Standards (Micro Matter™ Technology Inc., Canada or similar certified standards) of air filters to be supplied by the vendors: The standards for each of the following elements as single standards (Na, Mg, Al, Si, P, S, Cl, K, Ca, Sc, Ti, V, Cr, Mn, Fe, Co, Ni, Cu, Zn, Ga, Ge, As, Se, Br, Rb, Sr, Y, Mo, Rh, Pd, Ag, Cd, In, Sn, Sb, Te, I, Cs, Ba, La, W, Au, Hg, Tl, Pb) in the concentration range of ~0.5-2.0µg/cm <sup>2</sup> , and ~3-8µg/cm <sup>2</sup> respectively, with appropriate mounting, along with 3 blanks.
25.2	standards each of the following 6 elements as multi element standard should also be supplied: Al, Si, Ti, Fe, Mg, Ca in the concentration range of ~0.5-2.0µg/cm <sup>2</sup> , ~3-8µg/cm <sup>2</sup> , ~15- 20µg/cm <sup>2</sup> , respectively S, K, V, N, Cu, Zn in the concentration range of ~0.5-2.0µg/cm <sup>2</sup> , ~3-8µg/cm <sup>2</sup> , ~15-20µg/cm <sup>2</sup> , respectively.	
26.0	Optional	accommodate at least 40 samples at a time for a 47 continuous analysis
26.1		Calibration standards for solid/ solid waste/ semi solid waste/



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		powdered material for following elements may be provided as optional item; Na, Mg, Al, Si, P, S, Cl, K, Ca, Cr, Fe, Ni, Zn, Se, Sn, Pb, Mn, Co, Cu, As, Cd and Sb
26.2		The vendor should quote the all the essential accessories required to make the EDXRF a self sufficient, independent unit.
26.3		The vendor should quote all the spare parts as optional item required for smooth functioning of the instrument under the real environmental conditions at least for five years. The vendor should also clearly mention spare part number, its description and unit price.
26.4		Additional 2 years AMC should be quoted as an optional item, after expiry of warranty
27.0	General Conditions of Supply	
27.1		The instrument and all its sub units should operate on 230 ± 10 volts 50 Hz power supply.
27.2		All the operation and maintenance manuals, circuit diagrams, application notes and application software to be supplied should be in English language.
27.3		The supplier / manufacturer should have Indian agent to provide after sales service.
27.4		The main unit and all the sub units of the instrument should be serviced by the Indian representative of supplier.
27.5		The Bidder should be a manufacturer / authorized representative of a manufacturer.
27.6		Bidders shall invariably furnish documentary evidence Brochure/catalogue, client's certificate – at least two) in support of the satisfactory operation of the equipment as specified above.
27.7		Notwithstanding anything stated above the purchaser reserves the right to assess the capability and capacity of the bidder to perform the contract, should the circumstances warrant such an assessment in the overall interest of the purchaser.
27.8		To check the performance of the equipment/instrument, after installation and commissioning at site, the Bidder is required to conduct analysis. In addition, laboratory samples will be also analyzed before acceptance.
27.9		Bidder should have its Application Laboratory in India to provide primary support, including periodic calibration, as required. Details of the Application Laboratory may be submitted.

\*\*\*\*\*



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Annexure – 2

## TENDER SPECIFICATIONS VS OFFERED SPECIFICATIONS

Sl. No.	Tender Specifications	Offered Specifications	Documentary evidence/ leaflet enclosed/Page no.

Signature of Bidder  
Name  
Business Address

Place: -----

Date : -----



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**Annexure-3**

## MANUFACTURER'S AUTHORIZATION FORM

To,

**The Member Secretary,  
M. P. Pollution Control Board,  
E-5, Paryawaran Parisar, Arera Colony,  
Bhopal – 462 016 (Madhya Pradesh)**

Dear Sir,

**Ref.: Your Tender Document No..**

We....., who are proven and reputable manufacturers of ..... (Name and description of the goods offered in the tender) having factories at ..... hereby authorize M/s..... (Name and Address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender documents for the above goods manufactured by us. M/s ..... (Name and Address of the agent) is having ..... Years agreement/ association with us since.....

We further confirm that no Supplier or firm or individual other than M/s ..... (Name and Address of the agent) is authorized to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred Tender Documents for the above goods manufactured by us.

We also hereby extent our full comprehensive warranty, as applicable as per the conditions, for the Scientific Instruments/Equipments offered for supply by the above firm against this Tender Document.

Yours Faithfully,

---

.....  
**(Signature with date, name and designation)**  
**For and on behalf of M/s.....**

**(Name & address of the Manufacturer)**

Note: This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having power of attorney to legally bind the manufacturer.



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Annexure – 4

## TENDER ACCEPTANCE FORM

(To be submitted on Letter Head)

Having carefully gone through the whole Tender Document, we, M/s.-----, the Bidder, agree to all terms and conditions mentioned in them and hereby, make the following offer to supply the Instruments/Equipment as per the Schedule requirements, delivery schedule and in conformity with all other conditions in the Tender Documents and amendments. We will arrange for demonstration of models of the Equipment/Instrument being offered, within India as per the convenience of the Purchaser.

### Bidder

1. Name of the Bidder-----
2. Address-----
3. Email-----
4. Phone-----
5. Income Tax Permanent Account Number (PAN)-----
6. Name and Complete Address of the Bidder's Bankers-----
  - (a)-----
  - (b)-----
7. Name and Designation of the Person Digitally signing and submitting the tender-----
8. Is the person digitally signing and submitting the tender authorized by the Bidder? (Yes/No) (Please enclose scanned copy of the Board's resolution authorizing the person to submit the bids without which the tender will be rejected)
9. Whether business dealings with the Bidder currently stand suspended/banned by any Ministry/Department of Government of India or any State Govt. (Yes/No)

### Qualification

1. Is the Bidder an OEM of the goods being offered? Yes/No
2. Is the Bidder an authorized agency/representative duly nominated by the OEM? Yes/No (If yes, please enclose required documents as mentioned in qualification criteria)
3. Turnover of the Bidder during the past three years (Rs. In Crores)
 

2019-2020-----
2020-2021-----
2021-2022-----
Average-----

*(Please enclose certified published annual reports. If the accounts are mentioned in some other currency; please give the figures in that currency as well as conversion at the exchange rate on the date of filling up this form. If the accounts are managed calendar year wise, please provide figures for 2019-20 to 2021-22)*

4. How many Equipment/Instrument, being offered, has the Bidder supplied during the past three years in India or abroad? ----- *(Please enclose documentary proof-Purchase orders and minimum three performance reports)*

### Offer

5. Make & Model Number of the Equipment/Instrument offered-----



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6. Technical Literature/Brochure of the Item quoted and Clause-wise response/compliance to requirement specified in Annexure-2 of the Tender Document. You may furnish additional information/clarification, documents, etc. in support of your offer.
  7. Do you have your own set up in India to provide the maintenance during and after warranty period?
  8. If yes, please provide details (in 100 words) including experienced manpower & resources details and enclose relevant documents
- 
9. If answer to question at 16 is No, do you have any agreement with any other manufacturer or reputed agency to act as Manitenance contractor to provide maintenance during warranty and post warranty period? (Yes/No)
  10. If answer to question No. 18 is yes, please provide details (in 100 words) and enclose a copy of the agreement, including previous experience and manpower details of the proposed agency in maintance of similar type of equipment/Instruments.
  11. Does the OEM/Its Authorized representative agree to provide Spares and Consumables for 10 years of trouble free operation and maintenance? (Yes/No)
  12. Does the OEM/Its Authorized representative agree to provide After Sales Service /Post Contractual support i.e. repair, maintenance, supply of spares parts etc and will take up the post warranty AMC when asked to do so? (Yes/No)
  13. Have you submitted the EMD as prescribed in Tender Document ? (Yes/No)
  14. Have you enclosed the following documents? (Yes/No)
    - (a) Scanned copy of the proof for submitting EMD online on the Portal? (Yes/NO)
    - (b) Tender Accepance Form as specified in the Tender? (Yes/No)
    - (c) Documents and relevant details to establish that the goods offered conform to the requirement of the tender documents and Technical Literature/Brochure etc. (Yes/No)
    - (d) Power of Attorney of Firm/resolution of Board of Directors of company for person or persons authorized to sign the Tender; (Yes/No)
    - (e) Authorization letter by the OEM (Manufacturer) or self declaration letter by OEM (if OEM is bidding); (yes/No)
    - (f) GST Registration Certificate and latest GST deposit receipt (in case of Indian Bidder) (Yes/No)
    - (g) An Undertaking to the effect that the Price Bid does not contain any condition/options whatsoever of the price demanded for sale. (Yes/No)
    - (h) Certificate for Non-blacklisting of firm and non-registration of criminal case? (Yes/No)
    - (i) Certified published annual reports showing the turnover and financial results. (Yes/No)
    - (j) Purchase orders and Performance Reports for the offered equipment/Instruments from Government Ministries/Departments/PSUs/Scientific Institutes of National Repute. (Yes/No)
    - (k) Warranty Certificate for three years of Comprehensive Warranty. (Yes/No)
    - (l) List of spares and Consumables required for 10 years trouble free operation and maintenance along with a certificate that Spares & Consumables will be provided for at least 10 years. (Yes/No)
    - (m) Duly signed and stamped Integrity pact (Yes/No)
    - (n) Any other documents that you consider necessary to strengthen your bid. (Yes/No/None required)

**Signature of the Bidder**.....  
**Name** .....  
**Business Address** .....

**Place:** ..... **Date:** .....



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## Annexure-5

### **BANK GUARANTEE FORM FOR PERFORMANCE SECURITY**

The Member Secretary,  
M. P. Pollution Control Board,  
E-5, Sector, Paryawaran Parisar, Arera Colony,  
Bhopal – 462016 (M.P.)

WHEREAS ..... (Name and Address of the Supplier) (herein called “the Supplier”) has undertaken, in pursuance of contract no. .... dated..... To supply (Description of Goods and services) (herein called “ the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with and due performance of the contract.

AND WHEREAS we have agreed to give the Supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Supplier, up to a total of..... (amount of the guarantee in words and figures), and we hereby irrevocably and absolutely undertake to pay you immediately, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

The Bank Guarantee shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this Bank Guarantee in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank or the Supplier.

The Bank further undertakes not to revoke this Guarantee during its currency except with the previous express consent of the Purchaser in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for an on behalf of the Bank.

This guarantee shall be valid up to and including the .....day of ..... 20.....

.....  
(Signature with date of the authorized officer of the Bank)  
Name and Designation of the Officer  
Seal, Name & Address of the Bank and Address of the Branch





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Annexure-6

## PRE- INTEGRITY PACT

### General:

This Pre-Bid Pre Contract Agreement (hereinafter called the Integrity Pact) is made on ..... day of the month of.....2023, between, MPPCB, An autonomous body acting through (Member Secretary, MPPCB, Bhopal) hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in Office and assigns of the First Part and M/s ..... represented by Shri ....., Chief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Goods/Stores/Equipment/Item) and the BIDDER/SELLER is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER MPPCB work under the aegis of Ministry of Environment, Government of Madhya Pradesh, performing its functions as per provisions of Water Act 1974, Air Act, 1981 and EPA Act, 1986.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by flowing transparent procedures:

### Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the correct, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.



# M. P. Pollution Control Board

E – 5, Paryavaran Parisar, Arera Colony, Bhopal

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

## **Commitments of BIDDERS**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 1.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 1.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract with the Government.
- 1.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 1.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 1.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 1.6 The BIDDER, either while presenting the bid or during pre-contract negotiation or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other



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intermediaries in connection with the contract and the details of services agreed for such payments.

- 1.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 1.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 1.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 1.10 The BIDDER commits to refrain from giving any compliant directly or through any other manner without supporting it with full and verifiable facts.
- 1.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 1.12 If the BIDDER or any employee of the BIDDER or any person action on behalf of the BIDDER, either directly or indirectly, as a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.
- 1.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

## 2. **Previous Transgression**

- 2.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 2.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## 3. **Sanctions for Violations**

- 3.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf ( whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
  - (i) To immediately call of pre-contract negotiation without assigning any reason or giving any compensation to the BIDDER. However the proceedings with the other BIDDER (s) would continue.



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- (ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money (s) due to the BIDDER.
  - (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
  - (viii) To recover all sums paid in violation of this Pact by BIDDER (s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
  - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 3.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 3.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor (s) appointed for the purposes of this Pact.



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## 4. Fall Clause

- 4.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.
- 4.2 **Facilitation of Investigation:** In case of any allegation of violation of any provisions of this Pact or payment of Commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
- 4.3 **Law and Place of Jurisdiction:** This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat/place of the BUYER.
- 4.4 **Other Legal Actions:** The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
- 4.5 **Validity:** The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 4.6 The parties hereby sign the Integrity Pact at .....on.....

### BUYER

Name of the Officer.  
Designation  
MPPCB, Bhopal

### BIDDER

CHIEF EXECUTIVE OFFICER  
Name of Firm/Agency

Witness

Witness

1..... 1.....  
2..... 2.....



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**Annexure-7**

**Formats of Certificate under direction issued by Ministry of Expenditure, Department of Expenditure, vide order no. F. No. 6/18/2019-PPD dated 23rd July, 2020, the Competent Authority for this purpose of registration by the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)**

- (1) I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."
- (2) I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that his bidder is not from such country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)
- (3) I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub - contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)

Note: Please delete whichever is not applicable.

**Signature of the Bidder.....**  
**Name .....**  
**Business Address .....**  
 .....

**Place: .....**  
**Date: .....**



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**Annexure-8**

## UNDERTAKING

The Member Secretary,  
M. P. Pollution Control Board,  
E-5, Arera Colony, Paryavaran Parisar,  
Bhopal - 462 016 (M.P.)

Sir,

Having examined the conditions of Tender Document and Specifications of the item (Filter Paper), the receipt of which is hereby acknowledged. We, the undersigned, offer to supply, delivery and install the following:

- 1.
- 2.
- 3.
- 4.
- 5.

(Please add additional pages, if required). The above supply, installation shall be in conformity with the specifications and conditions of supply.

We undertake if our bid is accepted to deliver the instruments quoted by us, we shall deliver and install within the period indicated by us in our offer.

We agree to abide by this bid for a period of 360 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before expiration of that period.

We are submitting an amount of Rs. .... towards tender fee and Rs. .... towards Earnest Money (EMD) online on the portal as per your conditions of tender document.

This bid, together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this..... day of .....20....

Signature of authorized Person, Name with Stamp & Full Address



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**Annexure-9**

## CERTIFICATE OF SUPPLY, INSTALLATION & COMMISSIONING

F. No.-----

Dated-----

1. Reference of Purchase Order-----
2. Is is certified that
  - (a) M/s ..... Have completed the supply, installation and Commissioning of the Equipment/Instrument ....., Model....., Serial No..... on dated..... at designated site.....(Name of the site)
  - (b) The process of handling/taking over of the aforesaid system, accessories and services specified in the Contract to the satisfaction of the Purchaser, has been completed on dated .....
  - (c) The aforementioned Equipment/Instruments worked satisfactorily during Installation.

### **For Contractor**

Witness:  
Signature  
Name  
Designation  
Address  
Date

### **For Purchaser**

Witness:  
Signature  
Name  
Designation  
Address  
Date