

E-TENDER NOTICE
NO. MPPCB/Pur./PHOTOCOPY/2023-24

TENDER DOCUMENT

**FOR OUTSOURCING OF
PHOTOCOPY SERVICES**



Year: 2023 – 24

M. P. POLLUTION CONTROL BOARD

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

Telephone: 0755-2466191

Web : www.mppcb.mp.gov.in, E. mail: pur_mppcb15@rediffmail.com

NOTICE INVITING TENDER (NIT)

Tender Notice No. MPPCB/Pur./Photocopy/2023-24



M. P. Pollution Control Board

E – 5, Paryavaran Parisar, Aera Colony, Bhopal

Phone: (0755) 2464428, 2466191, Email:it_mppcb@rediffmail.com, pur_mppcb15@rediffmail.com
Web:www.mppcb.gov.in



NOTICE INVITING TENDER (NIT)

1. The Member Secretary, M. P. Pollution Control Board invites E-Tenders on portal at <http://www.mptenders.gov.in> from reputed, resourceful, experienced and eligible firms/agencies for outsourcing of Photocopying Services for three years in the office of M. P. Pollution Control Board having its office at E-5, Paryavaran Parisar, Aera Colony, Bhopal – 426016, Department of Environment, Govt. of Madhya Pradesh in two cover system (Technical and financial).
2. 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	15.06.2023	3.00 PM
Bid Submission Start Date	20.06.2023	3.00 PM
Bid Submission End Date	12.07.2023	3.00 PM
Technical Bid Opening Date	13.07.2023	3.00 PM
Financial Bid Opening Date	Will be intimated after Technical Evaluation	

3. The Tender Cost of Rs. 1000.00 (Rupees One Thousand only) and Earnest Money Deposit (EMD) of an amount of Rs. 76,500.00 (Rupees Seventy Six Thousand Five Hundred only) shall be submitted through online. The Bidders, however, have to attach scanned copies of proof for submitting EMD & Tender Cost online on the portal along with the Technical bid of their e-tender. No tender shall be considered without requisite tender fee and earnest money.
4. 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 and www.mptenders.gov.in.

In-charge (Purchase)



M. P. Pollution Control Board

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Annexure-“A”

CHECK LIST

Tender no. MPPCB/Pur./Photocopy/2023-24

(Outsourcing Photocopy Services of M. P. Pollution Control Board, Bhopal)

S.No.	Description of Documents	Page No.
1.	Earnest Money (EMD) submitted (Rs.....)	
2.	Technical Acceptance Form in Annexure-1	
3.	Pre-contract Integrity Pact in Annexure-2	
4.	Format of Technical Bid in Annexure-3	
5.	Copy of valid GST Registration	
6.	Copy of valid Income Tax Registration (PAN)	
7.	Copies of Purchase Orders/Performance Certificates	
8.	Undertaking regarding not being Black Listed	
9.	Company Profile including turn over during last three financial years duly certified from chartered accountant.	
10.	Terms and Conditions	
11.	Bank details including Account no., IFSC etc. for payment through RTGS/NEFT	

Signature of Authorized Person, Name with stamp

Full Address:



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TENDER DOCUMENT

Tender Notice No. MPPCB/Pur./Photocopy/2023-24

M. P. Pollution Control Board intends to outsource Photocopy services for its Head Quarter situated at E-5, Arera Colony, Paryawaran Parisar, Bhopal. E-tenders are invited on portal at <http://www.mptenders.gov.in> from the reputed, resourceful, experienced and eligible firms/agencies for outsourcing of Photocopying Services, who are capable to perform the above service, 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 bidder 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. 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. The First Cover shall be opened on date & time as mentioned in NIT. The first cover must contain self verified scanned copies of the following documents:
 - i) Checklist as per Annexure-“A”. Check List as per Attachment-A along with page numbers. If checklist not submitted or submitted incomplete, tender may be liable for rejection.
 - ii) Tender Acceptance Form as per annexure-1.
 - iii) Pre – Contract Integrity pact as per annexure-2 duly filled in, signed and stamped.
 - iv) Technical Bid as per annexure-3 duly filled in, signed and stamped.
 - v) Self attested copy of Firm’s registration from the competent authority for the similar nature of service.
 - vi) Self attested copy of Income Tax / PAN Registration.
 - vii) List of contracts of photocopying executed during last five years in the Government departments, giving name of client, date of issue of order, scope of services in brief and copies of work orders (at least three).
 - viii) Self attested copy of experience certificate of the services during past years.
 - ix) Self attested copy of purchase order/invoice of Photocopier machine to be installed in order to verify the model / year of procurement (Year 2022).
 - x) Audited average Annual Turnover Statements or IT Return for last three years.
 - xi) Self attested copy of GST/service tax registration.
 - xii) An undertaking shall be submitted by the bidder, regarding whether they are not black listed in any Govt. organization / institutions.



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xiii) Bank Name, Account Name, Account Number, Account Type, Branch IFSC Code for safer & easier payment transaction through RTGS/NEFT.

(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 second cover, suitability of work done with respect to the offered service, application and performance, the financial offer shall be opened. 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:

- (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 bidder in its tender.
- (iv) The Purchaser will open on-line 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 services offered are as per the tender document, necessary credentials and relevant documents. The bids, which do not meet the basic requirements along with Format and annexure, are liable to be treated as non-responsive and shall be rejected.
- (vii) The Second Cover, i.e. Financial Bid (BoQ) of only technically qualified offers shall be opened online and evaluated.



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- (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) Financial Bids of the Bidders, whose technical bids are qualified, shall only be opened online. The lowest Bidder (L1) shall be determined on the basis of the Price quoted by the Bidder.

TENDER NOTICE FOR OUTSOURCING OF PHOTOCOPY SERVICES

Tender Notice No. MPPCB/Pur./Photocopy/2023-24

1. DESCRIPTION OF WORK:

- (a) Machine should be registered in the name of the contractor along with all valid documents such as valid insurance, etc. The Photocopy machine to be installed against the work order should be of year 2022 model at the time of installation. The agency will provide a copy of purchase orders/invoice of the machine to be installed in order to verify the model/year. The operator should possess the technical skill, should be well mannered / disciplined and adequately educated so as to maintain register. The firm should have its site office/ office at Bhopal for speedy and convenient services.
- (b) Machine is to be provided all throughout the month exclusively for this office use.
- (c) The photocopy papers (A-4 size with 75 GSM) and all required consumables and other stationery provided by the contractor for photocopying will be of reputed brands.
- (d) This office shall not be responsible for any damage to the machine in case of an accident or otherwise, theft of machine / parts and accessories therein. Similarly, this office shall not be responsible for any third party claims. On the other hand, the contractor will be personally liable for any personal injury which may be caused to the staff / officer of MPPCB by any accident due to negligence of the Operator.
- (e) The machine will be repaired and maintained by contractor from time to time.
- (f) The bills may be raised on the basis of actual copies taken as per the reading of machine. The average total Photocopy per month is approximately 1,00,000 depending upon the current office work. However, there will be no minimum/maximum workload commitment.



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- (g) The GST or any Govt. levies etc. shall be included in the quoted charges but the service provider shall have to produce proof of charges of such taxes and charges.
- (h) The service provider shall provide heavy duty photocopy machine along with skilled operator, paper (A-4 Size of 75 GSM) and will also include maintenance and providing all peripherals during the period of contract. MPPCB will only provide space for installation of photocopy machine and bear the cost of electricity.
- (i) If required by the office, service need to provided on Holidays, Saturdays and Sundays in addition to the working days.
- (j) In case of any breakdown / non attending of duty by the operator within the proper time, the service provider shall make arrangement for providing alternate machine / operator immediately (preferably within three days), failing which a penalty of Rs. 500.00 per day or maximum up to Rs. 10,000.00 will be imposed. The alternate machine and / or operator shall be of the same specifications / qualifications as that of the machine / operator covered by the contract.
- (k) A daily record should be maintained in a register indicating name of section/division and number of copies and it should be submitted as and when directed by the concerned officer.
- (l) The Service Provider shall supply additional machines as per the terms and conditions of the service contract as and when the same is required to this office.
- (m) MPPCB shall only provide space for installation of photocopy machine and bear the cost of electricity.
- (n) The bidder should be in the business for at least five years rendering services to Government / Semi Government / Autonomous / PSUs of similar service and should be registered under respective jurisdiction for more than three years as on date of submission of bids. The bidder should have average annual turnover of Rs. 8.00 Lakhs for the last three years. The certified copies should be attached from the competent authority.
- (2) **Earnest Money Deposit (EMD) / Bid Security:** Scanned copy of the proof for submitting Earnest money (EMD) will be submitted on the Portal in first cover. Offers without earnest money shall not be considered and the relevant Covers will not be opened and their offer shall be treated as rejected. Exemption from paying 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. or other department (in case of start-ups) are only exempted from payment of EMD.



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The bidders claiming exemption must upload and submit proof of Registration with MSME/other Government departments mentioning the relevant category of tendered item/service, failing which no exemption will be given and the bid may be rejected. Copy of valid MSME Registration (Govt. of MP) for claiming exemption from payment of EMD (if any) should be submitted. All other rules and regulations w.r.t MSME vendors/start-up vendors shall be applicable as per Govt. of Madhya Pradesh Policy.

2. Evaluation and Award of Contract:

The preliminary scrutiny of the Technical Bid shall be made first to check whether all pages of the technical bids are properly signed. The bids deficient of EMD and Tender Cost shall be summarily rejected at this stage. Subsequent to the above, eligibility of bidders shall be examined and evaluated on the basis of the documents submitted by the bidders. The bidders found eligible shall be considered as technically qualified bidders and shall be considered for opening of financial bid. The bidder offering lowest photocopy rate per page (Single side) as per the scope given in the tender and as per the format given in Annexure “4” shall be considered for award of contract.

3. Duration of Contract:

The contract shall be for a period of three year from the date of issue of award of contract. The contract can be extended for the further period (Not beyond one year) based on the satisfactory performance and mutually agreed terms & conditions. The contract may be terminated by giving one month notice in case services are found unsatisfactory.

4. Payment Terms: The payment shall be released on monthly / quarterly basis upon submission of bill with photocopy counter reading for the claim period.

5. Performance Security:

- (i) The successful bidder shall deposit an amount of Rupees 1,27,500.00 (Rupees One Lakh Twenty Seven Thousand Five Hundred only) as Performance Security by a demand draft in favor of Member Secretary, M. P. Pollution Control Board, Bhopal or in the form of Bank Guarantee (As per format given in Annexure) within 15 days from the date of issue of award of contract, which shall be released after satisfactory completion of the award period.
- (ii) The M.P. Pollution Control Board shall have the right to forfeit the performance security in the event of any gross negligence of the services.



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- (iii) If the bidder denied/withdraw/refuse to accept the work orders after its selection as successful bidder, then the EMD deposited by the bidder will be forfeited. In the same manner if refuse to carry out the work so allotted after issue of award of contract, the performance security will also be forfeited.
- (iv) The competent authority, M. P. Pollution Control Board, Bhopal reserves the right to reject any and / or all tenders without giving any reasons thereof.
- (v) Notwithstanding anything stated above the competent authority of the Board 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 Board.
- (vi) The contract between both the parties shall be governed by the Laws of India and under this contract shall be taken by the parties only in Bhopal to competent jurisdiction.

In-charge (Purchase)



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TENDER AND CONTRACT FOR SUPPLY OF PHOTOCOPY SERVICES 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.
- (7) In case of any dispute regarding imposition of penalty, forfeiture of earnest money/performance security, debarment of the agency for a period of two years due to unsatisfactory work, the decision of the Chairman, M. P. Pollution Control Board shall be final and binding upon the bidder.



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CONDITIONS OF CONTRACT

- (1) The time allowed for the supply of materials/ service 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/ service 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/ service 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 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 / service 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 / service and on the materials / service 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 / service, the supplier shall be furnished with a certificate by the Consignee Officer of M.P. Pollution Control Board.
- (5) The material / offered service shall be of the best description and in strict accordance with the specification and the supplier shall receive payments for such materials / service only as are approved and passed by the Member Secretary/Consignee Officer.



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- (6) In the event of materials / service 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.
- (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 or 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 its 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 quality 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.



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- (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

TENDER ACCEPTANCE FORM

(E-Tender Notice No. MPPCB/Pur./Photocopy/2023-24)

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 for outsourcing of Photocopy Services in conformity with all other conditions in the Tender Documents and amendments.

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)
10. Turnover of the Bidder during the past three years (Rs. In Lakh)

2020-2021-----
2021-2022-----
2022-2023-----
Average-----
11. Have you submitted the EMD as prescribed in Tender Document ? (Yes/No)
12. Have you enclosed the following documents? (Yes/No)



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- (a) Scanned copy of the proof for submitting EMD online on the Portal? (Yes/NO)
- (b) Tender Acceptance Form as specified in the Tender? (Yes/No)
- (c) Power of Attorney of Firm/resolution of Board of Directors of company for person or persons authorized to sign the Tender; (Yes/No)
- (d) GST Registration Certificate and latest GST deposit receipt (in case of Indian Bidder) (Yes/No)
- (e) Certificate for Non-blacklisting of firm and non-registration of criminal case? (Yes/No)
- (f) Certified published annual reports showing the turnover and financial results. (Yes/No)
- (g) Purchase orders and Performance Reports for the offered services from Government Ministries/Departments/PSUs/Scientific Institutes of National Repute. (Yes/No)
- (h) Duly signed and stamped Integrity pact (Yes/No)
- (i) Any other documents that you consider necessary to strengthen your bid. (Yes/No/None required)
- (j) Invoice of Photocopy machine to be installed during the contract, in order to verify the model/year of procurement.

Signature of the Bidder.....

Name

Business Address

.....

Place:

Date:



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Annexure-2

Tender no. MPPCB/Pur./Photocopy/2023-24 (Outsourcing of Photocopy Services)

PRE-CONTRACT 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 men 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.



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- 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.
- 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 of 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, favor, 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, favor, 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 favor 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,



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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 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.



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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.
- (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 ad 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.



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- 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.
- 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 up to 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.



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4.6 The parties hereby sign the Integrity Pact aton.....

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-“3”

FORMAT OF TECHNICAL BID
Tender Notice No. MPPCB/Pur./Photocopy/2023-24
Outsourcing Photocopy Services
In the office of M. P. Pollution Control Board,
Bhopal

Description	Page No.
Name of the firm with name of Contact Person	
Address of the firm with Telephone No, Fax No. Mobile No. and e. mail address	
Details of Earnest Money Deposited	
Firms Registration Certificate No. (Copy Attached)	
PAN No. (Copy Attached)	
List of contract executed / being executed (Copy Attached)	
Experience Certificate (Copy Attached)	
Audited Annual Statement of Accounts	
Turnover of last three Financial Years	
ITR of last three assessment years	
Service Tax Registration No. (Copy attached)	
Invoice of Photocopy machine to be installed in order to verify the model/year (Copy attached)	
Undertaking regarding not being blacklisted in any Government Department	
Bank Name, Account Name, Account Number, Account Type, Branch IFSC Code (Copy attached)	

I/We agree to provide photocopy services in accordance with the Terms & Conditions given in Tender Document. In case, non submission of any of the above document or as described in the tender document, the offer submitted by me/we shall be treated as rejected.

(Signature of Bidder)
With stamp



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Annexure-“4”

Tender Notice No. MPPCB/Pur./Photocopy/2023-24

Outsourcing Photocopy Services of M. P. Pollution Control Board, Bhopal

BOQ Document (UNPRICED)

S.No.	Description	Unit Rate Per copy (Rs.)	GST Amount (Rs.)	Total Per Copy Rate including GST (Rs.)
1	Photocopy Service Single Side photocopy on A-4 Size Paper			

**(Signature of Bidder)
With stamp**