



# M. P. Pollution Control Board

E – 5, Paryavaran Parisar, Arera Colony, Bhopal

Phone: (0755) 2466191, Fax: (0755) 2463742, Email:pur\_mppcb15@rediffmail.com Web:[www.mppcb.nic.in](http://www.mppcb.nic.in)

## Tender Notice No. MPPCB/Pur./06/2019-20

### TENDER NOTICE

### TENDER NOTICE

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 valid EPA and NABL recognized testing laboratory or firms/agencies in two cover system (Technical and financial) for the following work:
2. **Name of Work:** Sampling and Analysis of Dioxin and Furans from the emission of Incinerators, Cement Plant and Industries situated in the State of Madhya Pradesh on annual rate contract basis.
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	19.02.2020	03:00 PM
Bid Submission Start Date	27.02.2020	01.00 PM
Bid Submission End Date	18.03.2020	03:00 PM
Technical Bid Opening Date	19.03.2020	03:00 PM
Financial Bid Opening Date	Will be intimated after Technical Evaluation	

4. The Tender Cost of Rs. 1500.00 (Rupees One Thousand Five Hundred only) and Earnest Money Deposit (EMD) of an amount of Rs. 1,00,000.00 (Rupees One Lakh 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.
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).

**Director (Environment)**



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## Tender No. MPPCB/Pur./06/2019-20

### **Sampling and Analysis of Dioxin and Furans from the emission of Incinerators, Cement Plant and other Industries situated in the State of Madhya Pradesh**

Dear Sir,

M. P. Pollution Control Board (MPPCB) was constituted on September 23, 1974 under the provisions of "The Water (Prevention & Control of Pollution) Act, 1974". Later on MPPCB have been entrusted with the added responsibilities under the provisions of "The Air (Prevention & Control of Pollution) Act, 1981" and "Environment (Protection) Act, 1986". The M. P. Pollution Control Board has been continuously playing a key role in abatement and control of pollution in the State by generating, compiling and collating data, providing scientific information, rendering technical inputs for information of environmental policies and programmes, training and development of manpower, through activities for promoting awareness at different levels of the Government and public at large.

MPPCB laboratories play an important role in assessing the status of environment comprising of analysis of Water, Waste Water, Hazardous Wastes, Air (Ambient & Source), Soil, Biotic components (flora, fauna) and Noise measurement. The major objectives and work responsibilities of the laboratory are sampling and analysis of various parameters for routine and specific monitoring activities in the field of environment and pollution control. The MPPCB had established environmental laboratories located at Head Quarter and its Regional Offices viz. Indore, Ujjain, Gwalior, Guna, Jabalpur, Sagar, Rewa, Satna, Shahadol, Singrauli. The laboratories of the Board have State of the Art infrastructure, trained manpower, expertise and utilizes various sophisticated instruments, undertake field sampling / monitoring studies at various water resources, emission sources and ambient air / water, soil, solid wastes, noise studies.

As per the directions issued by Hon'ble NGT & CPCB, M. P. Pollution Control Board intends to invite offers for third party monitoring through reputed agencies for conducting sampling and analysis of different environmental parameters such as Dioxin and Furans from the emission of Incinerators, Cement Plant and other Industries situated in the State of Madhya Pradesh. M. P. Pollution Control Board proposes to engage reputed, financially sound and experienced valid EPA and NABL recognized testing laboratory to carry out sampling and analysis of Dioxin and Furans on annual rate contract basis for its laboratories spread over whole of the Madhya Pradesh State.

#### **[A] SPECIAL CONDITIONS:**

1. The successful agency shall carry out the monitoring, sampling and analysis work for the Dioxin and Furans from the emission of Incinerators, Cement Plant and other Industries situated in the State of Madhya Pradesh during the specified period as mutually agreed upon.
2. The bidder shall attach list of similar kind of work executed previously clearly indicating the starting and completion date with documentary proofs.



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3. The bidder shall clearly indicate the manpower, time and other resource allocations required for execution of the work.
4. The bidder shall enclose detailed list of parameters, which can be analyzed in-house and those covered under NABL accreditation scope.
5. The bidder shall submit detail list of personnel proposed to be deployed for the assignment along with their Curriculum vitae, outlining specifically the qualifications, experience of each person relevant to this work and each member's role and responsibility. A broad breakup of the no. of personnel to be used in sampling / monitoring, analysis and transportation of samples from the site to laboratory should also be provided.
6. The bidder shall submit detailed list of infrastructure / laboratory facilities available with the Agency for monitoring / analysis.
7. The bidder shall submit attested valid lab certification by NABL under 17025:2017 and EPA.
8. The bidder shall submit NABL approved scope including details of parameter –wise method of analysis along with type of instrument (Range and Min. Detection limit) to be used for analytical measurement. The analytical instruments proposed to be used by the Agency for monitoring & analysis should be of advanced level & should have the detection limit much below the general standards so as to check the compliance status of the environmental quality of the monitored area.
9. The bidder shall quote rates including all taxes, duties, sampling, analysis and transportation charges. The rates should be clearly quoted both in figures and words and there should not be any variation in the same. In case any variation, the rates quoted in figures shall be treated as final.
10. Service Tax or any other tax applicable shall be paid as per applicable norms and TDS will be deducted as per applicable rules.
11. During the course of implementation of the project, the executing agency shall conduct the monitoring and analysis of Dioxin and Furans strictly as per methodologies/ techniques prescribed in Standard Methods by APHA / EPA / BIS / CPCB manuals or any international standards (as the case may be). The executing agency shall provide the information in this regard to the MPPCB.
12. The Bidders must submit proof for submitting tender fee (Rs. 1500.00) and Earnest Money Deposit (Rs. 1,00,000.00) online in the portal with First Cover "A". The tender will not be accepted from the firm for non submission or insufficient amount of tender cost and Earnest Monet (EMD).



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13. The bidder shall have to submit the copy of GST / Service Tax registration and Income Tax registration [PAN] along with First Cover “A” otherwise the offer shall be liable for rejection.
14. An undertaking shall be submitted by the tenderer that they are not black listed in any Govt. organization / institutions along with First Cover “A”.
15. The bidder shall provide exclusive company profile including registration in appropriate Government department. The bidder should also submit details of Bank Name, Account Name, Account Number, Account Type, branch IFSC Code for safer & easier payment transaction through RTGS/NEFT.
16. The tender shall be valid for a period of 360 days from the date of opening of envelop ‘A’.
17. The successful bidder/ agency shall have to submit 5% security deposit of the ordered value in the form of Bank Guarantee for a period of 12 months towards Performance Security (as per attachment-1) to the Board, other wise 5% amount shall be deducted from the bill.
18. In case the approved bidder fails to effect services, within the specified period as per work order, the earnest money is liable to be forfeited.

**Procedure for Submission of the Tender:** Each bidders shall submit his offer in two sealed covers viz. A and B. The First cover “A” shall contain proof for submitting Tender Cost and EMD only through online in the portal along with all relevant technical documents such as evidences for doing similar nature of work, experience in the similar field, Copy of valid lab registration for NABL and EPA, detailed list of infrastructure / laboratory facilities available, details of parameter –wise method of analysis along with type of instrument, copy of sales tax registration and Income Tax registration [PAN], copy of undertaking regarding not being blacklisted, terms & conditions, company profile. Non – submission of any of the documents may lead to rejection of the Bid / offers. The Second Cover “B” 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 the requisite amount of Tender Cost and Earnest Money [EMD] only through online in the portal. Insufficient amount furnished as earnest money and tender cost shall make the offer liable for rejection. The First Cover shall be opened on 19.03.2020 at 3.00 pm. The First Cover must necessarily contain self verified scanned copies of the following documents:
  - (1) Proof for submitting Tender Cost & EMD through online.
  - (2) copy of valid Certification of the Laboratory of the Agency under E (P) Act – 1986,
  - (3) Work Experience,
  - (4) Numbers of Technical / Scientific staff & their qualification,
  - (5) Infrastructure facilities available with the Laboratory of the Agency,
  - (6) Numbers of parameters having NABL Accreditation (copy of scope)



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- (7) Company profile,
- (8) Copy of Sales/ Service Tax/ Income Tax registration,
- (9) Undertaking regarding not being blacklisted in any Govt. organization.
- (10) The bidder shall also provide 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 first cover, suitability of equipment with respect to offered specifications, 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 comprises of following documents:

- (i) Financial offer in attached BoQ in the portal. This BoQ must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected in this tender. The bidder are allowed to enter Bidder Name and values only.
- (ii) Copies of at least two recent supply orders of the similar instrument/equipment indicating detailed price schedule in order to examine reasonability of the quoted rates in the present bid.

Offers received in due time shall be evaluated technically by a committee constituted by the Chairman, M. P. Pollution Control Board and as per the recommendation of committee , depending upon the suitability of the offer the financial offer shall be opened. 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 or technical presentation in the overall interest of the Board.

## **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.
- (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 ar closed day for the Purchaser, the tenders will be opened at the appointed time and place on the next working day.



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- (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.
- (vii) The Second Cover, i.e. Financial Bid (BoQ) of only technically qualified offers shall be opened online and evaluated. This BoQ must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected in this tender. The bidder are allowed to enter Bidder Name and values only)
- (viii) The tender will first be scrutinized to determine whether they are complete and meet the essential and important requirements, as prescribed in the Tender Document. The bids, which do not meet the basis requirements, are liable to be treated as non-responsive and rejected.
- (ix) 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.
- (x) Separate evaluation of Bids received for each type of tendered work 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 service 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 services.
- (xi) 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 complete work package.

## **[B] OTHER CONDITIONS:**

- (1) The work order shall be for a minimum period of two years from the date of award of contract unless cancelled by the Board before the expiry of the period at its discretion. However, the contract may be extended beyond two year, if so agreed to, by both the parties. The rates shall remain valid for a period of minimum two year and there will be no change in price structure during the contract period except, if the statutory levies are otherwise made applicable by the Govt. through notification / regulations. The award can be cancelled at any time if the agency found as a habitual defaulter or non – compliance of the terms and condition of the award.
- (2) Tender found incomplete shall be rejected forthwith.



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- (3) Our Board is not entitled to issue either form “C” or “D” to avail relevant Tax. Hence, the exact percentage of total Sales Tax / GST is to be mentioned by the bidder.
- (4) On receipt of call / work order from the laboratory, the agency shall collect the sample as per description and location shown and submit certified analysis report (Certificate of Analysis) as per mentioned in work order. A liquidated damage charges of minimum 0.5% of the ordered value per week for delayed work and maximum up to 10% of the total ordered value will be recovered from the vendor.
- (5) MPPCB shall not bear any responsibility for the personnel engaged during the contract period.
- (6) The executing agency will not assign / outsource any component of the work to any other agency without mutual agreement with the Board. In case due to any reasons beyond the control of bidder, prior written permission for sub contracting, from the competent authority has to be obtained; otherwise it may lead to rejection of contract at any time. However, subcontracting should not be more than 25% of the total work, subjected if the subcontracting firm is NABL/EPA recognized laboratories with valid scope.
- (7) The executing agency shall collect duplicate samples (2% of the total samples in each case, when it is applicable) for selected parameters to be specified by MPPCB and submit the same in sealed condition to MPPCB. These samples shall be analyzed with all protocols to ensure the analytical quality control.
- (8) **Payment Terms:** The agency shall submit their triplicate copies of computer generated bills for each work order to the respective Laboratory In-charge (concerned Regional Office). All payment shall be made on bill basis on receipt of the certified analysis report as per terms & conditions of award of contract normally within 30 to 60 days from the date of submission of bill along with certified copy of bill from the concerned Regional Office or otherwise specified in purchase order. Advance payment will not be made in any circumstances.
- (9) All the information and data generated or collected during the execution of the work shall be treated as confidential and shall be the sole property of MPPCB and any interpretation study shall not be published without prior permission of MPPCB.
- (10) The agreement between the selected Agency and MPPCB shall be operative until the completion of the award period.
- (11) The above work shall be implemented as per the rates finalized and MPPCB will not provide any additional fund on account of cost escalation due to delay in work implementation or due to any other reasons whatsoever. The MPPCB will extend facility such as issuance of Identity Card, space for accommodating instruments, sample preservation and storage, storage of third sample to the successful agency in order to mediation with industries for carrying out monitoring.
- (12) It shall be at the sole discretion of the Chairman, MPPCB either to defer the entire work duration or part of the work or reject any proposal without assigning reasons thereof.



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- (13) The bidder shall submit copies of at least two recent supply orders of the similar nature indicating detailed price schedule along with tender in order to examine reasonability of the quoted rates in the present bid.
- (14) The approved firm / agency shall have to submit an amount equal to 5% of the total each order value towards performance security deposit in the form of Bank Guarantee for a period of 30 months, which will be released on successful performance and completion of the contract.
- (15) **Discretion:** The Chairman, M. P. Pollution Control Board reserves the right to accept or reject any or all the tenders without assigning any reason what so ever. The Award of Contract can be terminated at any time without any prior notice. The contract may be extended or curtailed at any point of time at the discretion of the Chairman, MPPCB.
- (16) **Disputes & its Jurisdiction:** The contract between the bidder and the MPPCB shall be governed by the Laws of India and under this contract shall be taken by the parties only in Bhopal to competent jurisdiction.
- (17) **Arbitration:** Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, instructions and terms & Conditions herein before mentioned and so as to the quality of the materials, as to any question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract. Specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution of the same whether arising during the process of work or after the completion or abandonment thereof shall be referred to the sole arbitration of a person nominated by the Member Secretary, MPPCB, and if he is unable to act to the sole arbitration, some other person appointed by him willing to act as such arbitrator. The submission shall be deemed to be submission to arbitration under the meaning of the India arbitration & Conciliation, 1996 or any satisfactory modification or reenactment thereof for the time being in force conclusive and binding on all parties of the Contract. The venue of the arbitration will be Bhopal only.
- (18) **Right of Acceptance:** The Chairman, MPPCB reserves the right to accept the lowest or any other tender and reserves to himself the right of accepting the whole or any part of the tender without assigning any reason what so ever.
- (19) In case of any dispute, the decision of the Chairman, M. P. Pollution Control Board will be final and binding to both the parties.

## CONDITIONS OF CONTRACT:

1. All bidders proposed to be obtained by contract will be notified in a form of invitation to tender posted in public places/News Paper.
2. The tender form will state the supply of data to be made, as well as the date for submitting and opening tenders and the time allowed for supply of data, also the amount of tender cost to be deposited with the tender.





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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 data. 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 in the presence of any bidder who may be present at the time and will enter the amount of several tenders in a comparative statement in a suitable form.
6. The officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.
7. The time allowed for the supply of data as entered in the tender shall be strictly observed by the bidder and reckoned from the data of which the order to commence supply of data shall throughout the stipulated period of the contract be proceeded with allude 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 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 data as shown in the estimated cost of the that the supply of data 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 one percent or such smaller amount as the Member Secretary may decide on the said estimated cost of the whole of the data for every day that the due quantity of data 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 data as shown in the tender.
8. If the Bidder shall be hindered in the supply of the data 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.
9. The bidder shall give notice to the consignee officer of his intention of making delivery of data and on the data being approved a receipt shall be granted by him to the Consignee Officer or his assistant, and no data will be considered for payment until so approved.



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10. On the completion of the delivery of the data the bidder shall be furnished with a certificate by the Consignee Officer of M.P. Pollution Control Board.
11. The data shall be of the best description and in strict accordance with the specification and the bidder shall receive payments for such data only as are approved and passed by the Member Secretary/Consignee Officer.
12. In the event of data being considered by the Consignee Officer to be inferior / invalid to that described in the specification the bidder 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 data 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 bidder.
13. 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.
14. Under no circumstances whatever shall the contractor be entitled to any compensation from Board on any account.
15. The bidder shall supply the data at its own expense which are required for the due fulfillment of his contract and the data 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.
16. No data shall be brought to site or delivered on Sunday/holiday without the written permission of the Consignee Officer.
17. The bidder shall not sublet this contract without the written permission of the Member Secretary, M.P. Pollution Control Board. In the event of the bidder 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.
18. 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 supply of data 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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19. On the breach of any term of condition of this contract by the bidder, 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.

**[P. K. TRIVEDI]**  
**Director (Environment)**



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Annexure-2

## FINANCIAL BID Tender No. MPPCB/Pur./01/2019-20

### Sampling and Analysis of Dioxin and Furans from the emission of Incinerators, Cement Plant and other Industries situated in the State of Madhya Pradesh

**Name of Work:** Sampling and Analysis of Dioxin and Furans from the emission of Incinerators, Cement Plant and other Industries situated in the State of Madhya Pradesh.

To,

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

Sir,

Having examined the terms & conditions of the Tender Document, the receipt of which is hereby acknowledged. We, the undersigned, offer to supply the data on the rates given below for carrying out Sampling and Analysis of following Environmental Parameters:

S. No.	Description of Parameters	Unit Rate Quoted (Rs.)	GST or Other taxes/ duties (Rs.)	Transport-tation charges (Rs.)	Total Amount per Sample (Rs.)
1.	Dioxin				
2.	Furans				

The above supply of data shall be in conformity with the terms & conditions and all contents stipulated in the Tender Document. We undertake that if our bid is accepted to supply the data as stipulated above, we shall deliver the data within the period indicated. 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.

This bid, together with your written acceptance thereof in your notification of award shall constitute 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..... .

**Seal & Signature of the Bidder**



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Attachment 1

Tender No. MPPCB/Pur./01/2019-20

**Sampling and Analysis of Dioxin and Furans from the emission of Incinerators, Cement Plant and other Industries situated in the State of Madhya Pradesh**

**Form of Bank Guarantee for Performance Security**

(to be stamped in accordance with Stamp Act, if any, of the Country of the issuing Bank)

Bank Guarantee No. -----

Date : -----

Ref. No.:-----

To,

**The Member Secretary,  
M. P. Pollution Control Board,  
E-5 Sector, Paryawaran Parisar,  
Arera Colony, Bhopal**

Dear Sirs

THIS AGREEMENT is made on the -----days of----- 20-----  
Between [Name of the Bank] of -----[address of the bank]  
(hereinafter called "the Guarantor") of the one part and M.P. Pollution Control Board,  
Bhopal-462016 (hereinafter called "the Board") of the other part.

**WHEREAS**

- (1) this agreement is supplemental to a contract number -----(insert Contract Number) (hereinafter called "the Contract") made between ..... [name of Contractor] of ----- [address of Contractor] (hereinafter called "the Contractor) of the one part and the Board of the other part whereby the Contractor agreed and undertook to execute the works of Sampling and Analysis of Dioxin and Furans from the emission of Incinerators, Cement Plant and Industries situated in the State of Madhya Pradesh at \_\_\_\_\_ against the Contract for the sum of ----- [amount in Contract Currency] being the Contract Price; and
- (2) the Guarantor has agreed to guarantee the due performance of the Contract in the manner hereinafter appearing.

NOW, THEREFORE, the Guarantor hereby agrees with the Board as follows;

- (a) If the Contractor (unless relieved from the performance by any clause of the Contract or by statute or by the decision of a tribunal of competent jurisdiction)



# M. P. Pollution Control Board

E – 5, Paryavaran Parisar, Arera Colony, Bhopal

Phone: (0755) 2466191, Fax: (0755) 2463742, Email:pur\_mppcb15@rediffmail.com Web:[www.mppcb.nic.in](http://www.mppcb.nic.in)

shall in any respect fail to execute the Contract or commit any breach of his obligations there under then the Guarantor will indemnify and pay the Board the aggregate sum of ----- [amount of Guarantee shall be five (5)% (Percent) of the said value of the Contract]----- [in words], such sum being payable in the types and amount of currencies in which the Contract Price is payable, provided that the Board or his Authorized Representative has notified the Guarantor to that effect and has made a claim against the Guarantor before the expiry of O&M period.

- (b) The guarantor shall not be discharged or released from his guarantee by an arrangement between the Contractor and the Board, with or without the consent of the Guarantor, or by any alteration in the obligations undertaken by the Contractor, or by any forbearance on the part of the Contractor, whether as to payment, time, performance, or otherwise, any notice to the Guarantor of any such arrangement, alteration, or forbearance is hereby expressly waived.

This guarantee shall be valid for two years after successful commissions of entire system from the date of expiry of O&M period as specified in the Contract.

Given under our hand on the date first mentioned above.

SIGNED BY -----  
for and on behalf of the  
Guarantor  
(Seal of Guarantor)

in the presence of

-----  
(Witness)



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Attachment 2

Tender No. MPPCB/Pur./01/2019-20

## Sampling and Analysis of Dioxin and Furans from the emission of Incinerators, Cement Plant and other Industries situated in the State of Madhya Pradesh

### **Form for Contract Agreement for Sampling and Analysis of Dioxin and Furans from the emission of Incinerators, Cement Plant and other Industries situated in the State of Madhya Pradesh.**

This Agreement (“Agreement”) is made on this ----- day of by and between:

(Name of the Board), India which term shall include permitted assigns and successors (Hereinafter called as “The Board” or “the Owner”).

And

M/s. ----- a company incorporated ----- with Regd. Office at ----- which term shall include permitted assigns and successors (hereinafter called as “Contractor” or “the Contractor”)

#### RECITALS

Whereas the Owner had invited Bids under reference ----- for Sampling and Analysis of Dioxin and Furans from the emission of Incinerators, Cement Plant and other Industries situated in the State of Madhya Pradesh and M/s ----- had submitted their bid against the aforesaid invitation to bid and Owner has accepted the bid of M/s ----- and has decided to entrust the job of Sampling and Analysis of Dioxin and Furans from the emission of Incinerators, Cement Plant and other Industries situated in the State of Madhya Pradesh to the Contractor vide Letter of Award ref.----- dated ----- at a total Contract Price for complete scope of work of ----- (Contract Price in Words and Figures) (Hereinafter “the Contract Price”).

Whereas the Contractor has accepted the Letter of Award issued by the Owner in writing vide its letter no.----- dated ----- and has furnished Contract Performance Security for an amount of Rs. ----- [Rupees-----only] and which is initially valid up to ----- and Owner has accepted the said Contract Performance Security.

Whereas, Contractor is having expertise in the business inter alia for carry out Sampling and Analysis of Dioxin and Furans from the emission of Incinerators, Cement Plant and Industries situated in the State of Madhya Pradesh and the owner has engaged the Contractor to supply and perform operation and maintenance of said Air monitoring stations upon the terms & conditions set forth in this Agreement and the Letter of Award referred above issued by the Owner including all the documents referred in the above Letter of Award.



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## NOW THIS AGREEMENT WITNESSETH AS FOLLOWS;

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - i) Scope of Works;
  - ii) Financial Bid;
  - iii) Technical Specifications;
  - iv) Terms and Conditions of the Bid Document and Contract;
  - vi) The Board's Notification of Award.

This Contract sets forth the entire contract and agreement between the parties pertaining to the Sampling and Analysis of Dioxin and Furans from the emission of Incinerators, Cement Plant and other Industries situated in the State of Madhya Pradesh and supersedes any and all earlier verbal or written agreements pertaining to the supply of the Services.

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Board to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Board to perform the Works and to remedy defects therein conformity in all respects with the provisions of the Contract.
4. The Board hereby covenants to pay the Contractor in consideration of the performance of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. Any notice under the Contract shall be in the form of letter, telex, cable or facsimile. Notices to either party shall be given at such address or addresses as such party shall specify from time to time by written notice to the other. In the absence of such notice to the contrary, notice to the Board shall be properly addressed to:

**The Member Secretary,  
M. P. Pollution Control Board,  
E-5 Sector, Paryawaran Parisar,  
Arera Colony, Bhopal**

And notice to the Contractor shall be properly addressed to:  
[Contractor's address and electronic transmission address]





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-----  
-----

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

-----  
**Signature of Board's Authorized Representative**  
-----

Signature of Contractor

Signed, Sealed and Delivered by the said

(For the Board) in the presence of

Signed, Sealed and Delivered by the said

(For the Contractor) in the presence of