



# 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)

**E- Tender No.  
MPPCB/Pur./04/2019-2020**

## **TENDER DOCUMENT**

**FOR ANNUAL RATE CONTRACT (ARC) FOR  
CHEMICALS, GLASSWARE, PLASTICWARE ETC.**



**Year: 2019 - 2020**

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**M. P. Pollution Control Board**

**Paryawaran Parisar, E-5 Sector, Arera Colony, Bhopal – 462016 (M.P.)**

**PBX : +91(0755) 2466191**

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

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# M. P. Pollution Control Board

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## Tender Notice No. MPPCB/Pur./04/2019-20

### TENDER NOTICE

1. The Member Secretary, M. P. Pollution Control Board invites E-Tenders on portal at <http://www.mptenders.gov.in> from reputed manufacturers [approved by BIS/ISO for quality & precision] and / or their authorized dealer / agent /representatives, specially authorized for this tender in two cover system (Technical and financial) for the following work:
2. **Name of Work:** Annual Rate Contract (ARC) for Laboratory Chemicals, Reagents, Certified Reference Materials, Glassware and Plasticwares of the brands Merck (India), Merck (Imported), Merck Millipore (India & Imported), Merck Sigma (India & Imported), Avantor, Accustandard, S.D. Fine Chem., Molychem, Fisher Scientific / Qualigens, HiMedia, Rankem, Borosil, Riviera, Duran, Glassco, Dewsil Sci. Pvt. Ltd., Microlit, Corning Inc., Idexx, USA, Finar, Abdos, Tarson, ASGI, JSGW, Dr. Ehrenstorfer-LGC, Aashwi Technology to be supplied at Central/Regional Laboratories of M. P. Pollution Control Board for a period of two year and subject to extension for more years on same prices and conditions.
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	3:00 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) shall be submitted online on or before the last date of submission of tenders. No tender shall be considered without requisite tender fee.
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./04/2019-20

### Laboratory Chemicals, Certified Reference Material (CRMs), Glassware, Plastic Ware and Other Lab. ware on Rate Contract Basis

E tenders are invited under two bid system i.e. Technical and Financial Bids from reputed manufacturers or their authorized dealer [approved by BIS/ISO/NABL/NIST for quality and precision] for entering into Rate Contract for the supply of indigenous & imported laboratory chemicals, reagents, certified reference materials (CRMs), Glassware, Plasticware and other labwares of the brands Merck (India), Merck (Imported), Merck Millipore (India & Imported), Merck Sigma (India & Imported), Avantor, Accustandard, S.D. Fine Chem., Molychem, Fisher Scientific / Qualigens, HiMedia, Rankem, Borosil, Riviera, Glassco, Duran, Dewsil Sci. Pvt. Ltd., Microlit, Corning Inc., Idexx, USA, Finar, Abdos, Tarson, ASGI, JSGW, Dr. Ehrenstorfer-LGC, Aashwi Technology for two years subjected to extension for one or more years on the same terms & conditions. Tender forms can be downloaded from the Government of Madhya Pradesh E-Procurement Portal at <https://mpetenders.nic.in> and may also be viewed at MPPCB's Website at [www.mppcb.nic.in](http://www.mppcb.nic.in). The bids to be submitted on Portal at <https://mpetenders.nic.in> only.

- (1) **Procedure of 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 (Rs. 1,500.00) online on the portal, Proof regarding Experience (Annual Rate Contracts in the similar field) during last three years with Government Departments/CSIR Labs./PSUs/Semi Govt./other reputed organizations along with satisfactory completion certificates, Copy of Registration certificate of the firm along with certified balance sheets for last three years, Copy of valid BIS/ISO 9001-2008/NABL Certificate, Terms and Conditions, company profile, Copy of GST registration number and PAN number as well as clearance certificates. Offers without Tender Cost and all required qualification documents as mentioned below, shall not be considered and the relevant cover (Financial Bid) will not be opened and their offer shall be treated as rejected. Second cover shall contain financial offer. 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 requisite amount of Tender Cost** (Rs. 1,500.00, which is non refundable) online. The name of Work and the amount should be inscribed on the top of cover. Insufficient amount furnished as tender cost shall make the offer liable for rejection. The First Cover shall be opened on 19.03.2020 at 03.00 PM. The First cover must contain self verified scanned copies of the following documents:
    - I. The firm should be in existence for over 5 years (one year for CRMs only) in the trade with the similar kind of business during last three years.
    - II. Self attested copy of Registration Certificate and certified balance sheets for last three years in support of the claim should be produced.
    - III. Technical Bid along with Tender Acceptance Letter as per Annexure-I, II & III.



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- IV. The form should have undertaken rate contracts of similar nature during last three years with Government Department/CSIR Labs./PSUs/Semi Govt. or any other organization.
  - V. The Company should have valid BIS/ISO 9001-2008 Certificate/NABL/NIST (Copy to be produced)
  - VI. The company should produce the self attested photocopies of documents related to allocation of Registration Number, PAN Card, Service Tax No., GST.
  - VII. An undertaking shall be submitted by the bidder, regarding whether they are not black listed in any Govt. organization/ institutions.
  - VIII. The bidder shall also provide Bank Name, Account Name, Account Number, Account Type, Branch IFSC code for safer and easier payment transaction through RTGS/NEFT.
  - IX. Declaration certificate by the agency/ supplier as per Annexure attached.
  - X. In case of Authorized Dealer, Scanned Copy of Authorization Certificate from Manufacturer/OEM (with period of validity) (Annexure-II).
  - XI. Scanned Copy of performance Certificate by Government organizations.
  - XII. Duly signed and Stamped Integrity Pact (as per Annexure-V)
  - XIII. Product Certification (BIS/ISI/NABL/NIST or equivalent etc.)
  - XIV. Current Price List of the product.
  - XV. Any other relevant information (if any).
- (b) Second Cover (Financial 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 credentials submitted in first cover, suitability of service with respect to offered credentials, application and performance, the financial offer shall be opened, The opening of financial bids (Second cover) will be informed later. Financial Bid shall comprise of following documents:
- i. Schedule of Financial Bid is provided in the form of template (BoQ) (Annexure-III) in PDF format, along with this tender document. Bidders are advised to download this template in PDF format as it is and quote their offer/rates in the permitted column and submit same in the manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected.
  - ii. Copies of at least two recent supply orders of the similar service indicating detailed price schedule in order to examine reasonability of the quoted rates in the present bid.



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## **A. General Terms & Conditions:**

1. Goods shall be supplied strictly as per make/brand and specifications as mentioned in Annexure-IV of this tender document.
2. Tender Fee: The firm must submit tender fee (Rs. 1500.00) online. The bidder should upload the proof for submitting the tender cost online.
3. The detailed specifications of the material offered along with relevant technical literature/ descriptive catalogue and certifications (BIS/ISI/NABL/NIST or equivalent etc.) should be attached with the offer.
4. Performance Certificate: Please indicate in your quotation, names and address of some of the Government organizations along with the contact persons, their telephone numbers, numbers, fax numbers etc., to whom you have supplied similar type of items. Please invariably include a copy of the performance certificates which is duly certified.
5. Dealer/Supplier should be based preferably in Madhya Pradesh. In case of manufacturers bidding directly, please mention at least one or more local distributors / supplier in Madhya Pradesh for supply of material as and when required in cases of emergency.
6. The parties applying for registration with MPPCB should submit a copy of current catalogue in form of CD in addition to the hard copy of all the catalogues. The digital catalogues must be prepared in MS-Excel format. A suitable software for preparation of estimates/quotation according to the catalogue and preparation of supply order is desirable.
7. The Technical Bids will be opened first on the date mentioned above and the Financial bids will be opened later on for those bidders who will qualify in Technical bid, which will be intimated thereafter.
8. Destination: The material shall be delivered at the designated Central/Regional Laboratories site of the M.P. Pollution Control Board as specified in the Purchase Order.
9. Time of Delivery: Materials shall be delivered within the stipulated time given in Purchase Order failing which Liquidated Damages shall apply.
10. Supply Period: If the agency fails to supply the requisitioned material within the stipulated time period, the Purchase Order issued shall be liable to be cancelled.



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11. 100% payment shall be made through RTGS/NEFT after delivery of material in good and prescribed conditions. A duly certified/stamped mandate form to be provided as per the format attached in this tender document.
12. Consignees: Laboratory In-charge/ Regional office of the concerned Regions i.e. Central Laboratory, Bhopal, Regional Laboratories situated at Bhopal, Indore, Ujjain, Gwalior, Vijaypur (Guna), Dewas, Jabalpur, Rewa, Satna, Shahadol, Singrauli, Sagar, Katni, Pithampur and Chhindwara.
13. Any damage to the material during transportation shall be on the Contractor's account and have to be replaced without any further levies of charges.
14. The purchaser reserves the right to accept or reject any or all tenders without assigning any reason.
15. In all cases of disputes, the decision of the Chairman, MPPCB shall be final and binding on both parties.
16. All the legal disputes, the decision are subject to the jurisdiction of the courts in Bhopal.
17. The details of the rates shall be provided with full breakup e.g. cost of material, transportation cost and Taxes (GST) etc., nothing will be paid extra.
18. Order of the Goods: Central Laboratory, Bhopal and all Regional Offices / Laboratories of the MPPCB will place orders as and when required with respect to quantity and make, any time during the contract period.
19. **Obtaining Bid Documents:** The bid documents shall be available for downloading at [www.mpetenders.nic.in](http://www.mpetenders.nic.in) and may also be viewed at MPPCB Website at [www.mppcb.nic.in](http://www.mppcb.nic.in).
20. Separate Rate Contract can be placed to the bidders on the basis of discount offered by them for different items.
21. The discount shall be valid for the period of term of Rate Contract of 02 years from the date of award of Rate Contract. However, the catalogue rate for the current period shall be applicable and may be extendable for another one or more years with mutual consent after approval of Member Secretary.
22. After evaluating the bids, the vendors quoting lowest price/ offering maximum cumulative discount (manufacturer's discount plus dealer's discount) would be shortlisted for the purpose of empanelment.
23. Risk Purchase clause: If the supplier fails to deliver the goods within the maximum delivery period specified in the contract, the purchaser may procure, upon such



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terms and in such a manner as deemed to be appropriate, goods or services similar to those undelivered and the supplier would be liable to the purchaser for any excess cost, if any for similar goods or services.

24. **Validity of Tenders:** The validity of the tenders will be for a period of 360 days from the date of opening of the First Cove i.e. Technical Bid.
25. **Terms of Contract:** The order should be supplied in proper package to protect them from damage and degradation during transport, storage and should be delivered without any damage to the Institute.
26. Bidder shall abide by all the terms & conditions of the tender document.
27. Defective and sub-standard quality of consumables supplied will not be accepted. If quality of any material found inferior, the concerned supplier maybe blacklisted for future supplies. Suppliers shall have to take back and replace the rejected materials at their own cost within 15 days of the rejection failing which necessary action as deemed fit will be taken. MPPCB shall not be responsible for the safe custody of the rejected materials.
28. MPPCB reserves the right to seek samples for all other materials as and when deemed necessary in the process of evaluation.
29. Warranty: Warranty for any manufacturing defects and satisfactory performance may be specifically indicated.
30. The rate contract can be terminated at any time by giving one month's time notice by either party. In case of any fraud or indulgence in any illegal or unethical practice, contract shall be terminated at any time. A Integrity pact has to be signed between the supplier and the MPPCB. The same has been given in this tender document, which should be signed and submitted by the supplier along with the technical bid (Annexure-VI).
31. It is not essential for a bidder to quote rates for all items. The interested bidder can quote rates selectively for the items in which the firm deals. Accordingly, more than one Rate Contract can be awarded for different items.
32. Conditional offers will not be considered.

**Director (Environment)**



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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.
- (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 in the presence of any tenderer who may be present at the time 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.

### **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 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 one 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 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 one 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 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





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- 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.
  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. 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.
  9. No materials shall be brought to site or delivered on Sunday/holiday without the written permission of the Consignee Officer.
  10. 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.
  11. 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.
  12. 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.
  13. 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.
  14. 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.



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***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.***

**Director (Environment)**



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Annexure-I

Tender no. MPPCB/Pur./04/2019-20

## Laboratory Chemicals, Certified Reference Material (CRMs), Glassware, Plastic Ware and Other Lab ware on Rate Contract Basis

### Tender Form – Technical Information and Undertaking (A Separate Application Form is required for each Product Category)

1.	Name & Address of the Manufacturer / Authorized Distributor [With Tel./ Fax/ Mobile/ e.mail address]	
2.	Whether the Firm /Dealer is located in Madhya Pradesh (Yes/No)	
3.	State clearly whether it is Sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organization.	
4.	Details of the Tender Cost (Yes/No)	
5.	Copy of Registration of the Firm	
6.	Copy of GST Registration	
7.	Authorization Certificate from the Manufacturer / Principal	
8.	Copy of PAN/TAN Card	
9.	Authorization Certificate for Distributor/Dealer	
10.	Certificate for no deviation from the Make / Quality	
11.	Certificate for Price Justification / reasonability	
12.	Non Blacklisting Certificate	
13.	Copy of Income Tax Return for last three years	
14.	List of Major Customer may be given on a separate sheet and proof of satisfactory supply.	
15.	Drug License ( if applicable on any item given in technical bid.)	
16.	Quality Assurance Certificate (Please specify)	
17.	Have you previously supplied these items to any Government organizations? If yes, please attach the relevant proof.	
18.	Name and Mobile number of key person, who can be contacted at any time. The person should be capable of taking orders and making arrangement for supply of the desired items.	
19.	Any other information important in the opinion of the tenderer.	

Page Number/serial number may be given to each and every page of Tender Documents and photocopies of the documents attached. Mention Page number, wherever the copy (ies) of the document(s) is kept. In case of non fulfillment of any of the above information / document(s), the tender will be summarily rejected without giving any notice.

**(Dated Signature of the Tenderer with Stamp of Firm)**



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Dated:

Place:

## Undertaking:

1. That I/we have carefully studied all the terms & conditions of NIT and shall abide by it.
2. That I/we shall supply the items of requisite quality.
3. That I/we undertake that the information given in this tender are true and correct in all respect and I/we hold the responsibility for the same.
4. That I/we undertake that sample of items will be kept ready for inspectons by the MPPCB, Bhopal. I/we shall be responsible for the cancellation of tender if samples are not up to mark.

**Date :**

**Signature**

**Place :**

**Name :**

**Designation :**

**Seal of the firm :**



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**Annexure-II**

**Tender no. MPPCB/Pur./04/2019-20  
Laboratory Chemicals, Certified Reference Material (CRMs), Glassware, Plastic  
Ware and Other Lab ware on Rate Contract Basis**

**Authorization Certificate to be given by the Manufacturer (On Letter Head)**

Certified that we, M/s ..... are the sole manufacturer of the items quoted in this tender. We further authorize M/s ..... for supply & billing against Rate Contract through this Tender. Certified that the price catalogue submitted alongwith the bid is the only one in circulation. Certified that the discount offered to MPPCB is not lesser to that offered to any other Govt. Department / R & D Establishments. Certified that all the terms & Conditions of the tender document are acceptable and binding on us.

We hereby inform you that we have not been blacklisted by any Government organization/department/Central Government/State Government funded autonomous bodies.

Yours Faithfully,

**Authorized Signatory / Signature of the Manufacturer  
Name of the Firm & Seal**



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Annexure-III

Tender no. MPPCB/Pur./04/2019-20  
Laboratory Chemicals, Certified Reference Material (CRMs), Glassware, Plastic  
Ware and Other Lab. ware on Rate Contract Basis

## FINANCIAL BID

Price Schedule for Rate Contract for Chemicals/Glassware/Plastic Wares & Other

**Bidder's Name with Address**

(To be filled by the Bidder)

S.No.	Particulars of Requirement	Make / Brand	Discount on Catalogue Price	
			Manufacturer's Discount in % tage	Special / Dealer's Discount in % tage
1(a)	Lab. Chemicals			
	Indigenous Make			
	Imported Make			
1(b)	Certified Reference Material (CRMs)			
1(c)	Culture Media			
2.	Glassware			
3.	Plastic ware			
4.	Other Lab. Wares Filter Paper such as High Purity Quantitative Gravimetric equivalent to Grade 40, 41, 42, 50 & 934 AH etc. (if any)			

Authorized Signatory / Signature of the Bidder

Name of the Firm & Seal

Date:

Place:



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## Annexure-IV

**Tender no. MPPCB/Pur./04/2019-20**  
**Laboratory Chemicals, Certified Reference Material (CRMs), Glassware, Plastic Ware and Other Lab. ware on Rate Contract Basis**

**Name of the Brands of Chemicals/Glassware/Plastic Ware to be quoted**

<b>Category of the Items</b>	<b>Make/ Brands to be Quoted</b>
<b>Laboratory Chemicals / Reagents, Certified Reference Material (CRMs), Culture Media, Glassware, Plasticwares and other Lab. ware (if any)</b>	Merck (India), Merck (Imported), Merck Millipore (India & Imported), Merck Sigma (India & Imported), Avantor, Accustandard, S.D. Fine Chem., Molychem, Fisher Scientific / Qualigens, HiMedia, Rankem, Borosil, Riviera, Glassco, Duran, Dewsil Sci. Pvt. Ltd., Microlit, Corning Inc., Idexx, USA, Finar, Abdos, Tarson, ASGI, JSGW, Dr. Ehrenstorfer-LGC, Aashwi Technology.



# M. P. Pollution Control Board

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Annexure-V

**Tender no. MPPCB/Pur./04/2019-20**  
**Laboratory Chemicals, Certified Reference Material (CRMs), Glassware, Plastic Ware and Other Lab ware on Rate Contract Basis**

## INTEGRITY PACT

### General:

This Pre-Bid Pre Contract Agreement (hereinafter called the Integrity Pact) is made on ..... day of the month of.....2020, between, MPPCB, An autonomous body acting through Shri R. S. Kori (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





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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, 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



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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.

## 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.
5. **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.
6. **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.
7. **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.
8. **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.
9. 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.....