

E-TENDER NOTICE
NO. MPPCB/Pur./01/2022-23

TENDER DOCUMENT

FOR

**Operation & Maintenance (O&M) of Five Nos.
Continuous Ambient Air Quality Monitoring Stations
(CAAQMS) owned by MPPCB**



Year: 2022 - 23

M. P. Pollution Control Board

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

PBX : +91(0755) / 2466191, 2517628

Web: www.mppcb.mp.gov.in

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M. P. Pollution Control Board

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TENDER NOTICE THROUGH E-PROCUREMENT

Tender Notice No. MPPCB/Pur/01/2022-23

- (1.1) The Member Secretary, M. P. Pollution Control Board invites E-Tenders on portal at <http://www.mptenders.gov.in> from reputed, experienced and eligible manufacturers/firms/agencies [approved by BIS/ISO for quality & precision] and / or their authorized dealer / agent /representatives, specially authorized for this tender for Operation and Maintenance (O&M) services of Five Nos. Continuous Ambient Air Quality Monitoring Stations located at Ujjain (Shri Mahakaleshwar Temple Parisar), Dewas (Govt. College, Bhopal Chouraha), Singrauli (Suryakiran Bhawan, Dudhichua), Pithampur (V.E. Commerical Limited, Sector-2, Industrial area) and Mandideep (Regional Office, M. P. Pollution Control Board, AKVN Campus) owned by Madhya Pradesh Pollution Control Board, Department of Environment, Govt. of Madhya Pradesh of in two cover system (Technical and financial) for the following details:

Sl. No.	Description of Items	Qty.	Earnest Money (EMD) (Rs.)
1	Operation & Maintenance of Continuous Ambient Air Quality Monitoring Stations (CAAQMS) owned by Madhya Pradesh Pollution Control Board located one each at Ujjain, Dewas, Singrauli, Pithampur and Mandideep as per scope of Work/Service mentioned in the document.	05	8,00,000.00

- (1.2) 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	21.07.2022	05:00 PM
Bid Submission Start Date	23.07.2022	11.00 AM
Bid Submission End Date	16.08.2022	11.00 AM
Technical Bid Opening Date	17.08.2022	11.00 AM

- (1.3) The proof for submitting Tender Fee of an amount of Rs. 1,500.00 (Rupees One Thousand Five Hundred only) and Earnest Money Deposit (EMD) of an amount of Rs. 8,00,000.00 (Rupees Eight Lakh only) shall be submitted online on or before the last date of submission of tenders. No tender shall be considered without requisite earnest money.
- (1.4) 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)



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ANNEXURE-“A”

CHECK LIST

Tender no. MPPCB/Pur./01/2022-23

(Operation & Maintenance of Continuous Ambient Air Quality Monitoring Stations)

S.No.	Description of Documents	Page No.
1.	Copy of proof for submission of Tender Fee and Earnest Money (EMD)	
2.	Certificate of O&M Partner in Attachment-2	
3.	Original Equipment Manufacturer's Authorization Form in Attachment -3	
4.	Format for supply of Spares & Consumable by OEM in Attachment - 4	
5.	Certificate for carry out O&M by O&M Partner in Attachment -5	
6.	Financial Capability in in Attachment -6	
7.	Performance Statement in Attachment -7	
8.	Capability and Experience of O&M Partner in Attachment -8	
9.	Technical Acceptance Form in Attachment -10	
10.	Pre-contract Integrity Pact in Attachment -12	
11.	Certificate under direction issued by Ministry of Expenditure, Department of Expenditure in Attachment -13	
12.	Undertaking in Attachment-14	
13.	Copy of GST Registration	
14.	Copy of Income Tax Registration (PAN)	
15.	Copies of Purchase Orders/Performance Certificates	
16.	Undertaking regarding not being Black Listed	
17.	Copy of ISO/BIS Certificate	
18.	Company Profile including turn over during last three financial years duly certified from chartered accountant.	
19.	Bank details including Account no., IFSC etc. for payment through RTGS/NEFT	
18.	Copy of MSME Registration certificate (if applicable) issued by Govt. of Madhya Pradesh for claiming exemption in Tender Fees and EMD.	
19.	Other Details (If any)	

Signature of Authorized Person, Name with stamp

Full Address:



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TENDER DOCUMENT

Tender Notice No. MPPCB/Pur./01/2022-23

M. P. Pollution Control Board desires to identify an agency for the Operation and Maintenance (O&M) services of five nos. Continuous Ambient Air Quality Monitoring Stations (CAAQMS) located at Ujjain, Dewas, Singrauli, Pithampur and Mandideep of Madhya Pradesh state. E-tenders are invited from the eligible, qualified and reputed manufacturers [approved by BIS/ISO] or their authorized representatives, specially authorized for this tender, who are capable to perform the O&M services with respect to the above instruments, which are shown in the tender notice. The detailed tender documents including terms and conditions are as follows:

ELIGIBILITY CRITERIA: Only original Equipment Manufacturer / Bonafide firms / Agencies /Authorized dealers having experience in undertaking Operation and Maintenance (O&M) for relevant equipments at least for a period of two years are eligible to submit their bid. Interested bidders shall submit the following documents as a proof of the above. The bidder shall enclosed all the relevant documents / certificates along with the Technical Bid:

1. Check List as per Annexure-A along with page numbers. If checklist not submitted or submitted incomplete, tender may be liable for rejection.
2. Scanned copies of proof for submitting Tender fee and Earnest Money (EMD) online in the portal.
3. Scanned copies of all requisite necessary documents such as Tender acceptance form, Pre-contract Integrity Pact, Declaration regarding land border share, copy of PAN, GSTIN along with formats given in the tender document.
4. Proof of O&M of full CAAQMS station with 8 parameters along with meteorological parameter of the quantity mentioned in the tender in the last 2 financial years to any Pollution Control Boards/PCCs/Central/State Govt./PSUs.
5. Company Profile, which includes documents such as copies of documents defining constitution, legal status, Power of Attorney of firm/ resolution of Board of Directors of company, certified published annual reports for the last three continuous years showing the turn over and financial results of the Bidder duly certified by Chartered Accountant.
6. The Original Equipment Manufacturer or the Authorized Service Agency must have Service Centre in the Madhya Pradesh State with qualified staff.
7. The bidder must have rendered O&M Services at least for a period of two years for a minimum of five CAAQMS stations in any of above said organizations.
8. Annual Turn Over certificate of the Agency certified by Chartered Accountant for each of the last Three financial years along with Valid income tax returns.



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9. Certificates of authorized dealer / distributor / channel partner for carrying out Operation & Maintenance (O&M) service on the letter head of Original Equipment Manufacturers must be enclosed. Otherwise, the bids will be rejected.
10. An undertaking shall be submitted by the bidder, regarding whether they are not black listed in any Govt. organization / institutions.
11. Copy of valid MSME Registration (Govt. of MP) for claiming exemption from payment of Tender Fee and EMD (if any).
12. Undertaking in Attachment-14
13. Details of the technical manpower available.

Procedure for Submission of the Tender: Each bidders shall submit his offer in two Covers. First Cover shall contain scanned copies of proof for submitting Tender fee and Earnest Money (EMD) online in the portal along with all qualification documents as described above in the Eligibility Criteria section. 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 Earnest Money (EMD) online in the portal along with all qualification documents as described in the Eligibility Criteria and check-list (Annexure-A). The First Cover shall be opened on the date and time as mentioned in NIT.
- (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 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 comprise Financial offer in BoQ of the tender document.

Instructions to the Bidders on e-tendering:

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



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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 technical specifications, necessary credentials and relevant documents.
- (vii) The Second Cover, i.e. Financial Bid of only technically qualified offers shall be opened online and evaluated.
- (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 equipment/instrument will be carried out. Technical Bids will be evaluated on the basis of information and data provided in the bids as well as the actual performance of the service being offered. Technical bids of the Bidders, who fulfill qualification criteria and submission of all necessary documents laid down in the tender document will be opened.
- (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 O&M service which will be inclusive of all taxes and other recurring charges such as Lease line for Internet and Broadband (for station) and Data Card as mode Communication System (For Display Board) and other incidental charges such as monthly bill of electricity and internet charges for a period mentioned in the tender document.

(A) SPECIAL CONDITIONS:

- (1) The O&M prices must be in Indian Rupees only giving the details of basic price, taxes, duties and discount (if any) etc. The charges must be quoted clearly. The prices should be quoted on F.O.R. MPPCB/designated locations.



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- (2) The tenderer should furnish details of O&M service made by him along with performance certificate, during last two year with same model & specifications or better [Users' list]. The bidder must submit Client list along with the previous purchase order copies of similar service supplied to any Central /State Pollution Control Boards / any CSIR Laboratories/other Institutions of national repute.
- (3) Scanned copy of proof for submitting Earnest money (EMD) online on the portal in First Cover. Offers without earnest money and tender fee shall not be considered and the relevant Covers will not be opened and their offer shall be treated as rejected. Exemption from paying Tender Fee and EMD will be granted as per Govt. of Madhya Pradesh Policies to the bidders. Bidders, who are registered with Department of MSME, Government of M.P. are exempted from payment of Tender Fee and EMD. The bidders claiming exemption must upload and submit proof of Registration with MSME mentioning the tendered item, failing which no exemption will be given and the bid may be rejected.
- (4) Only those bidders who are reputed Manufacturers or their Authorized Dealers / Distributors in the line and are in a position to complete the O&M as per Terms and Conditions stipulated by Board shall participate.
- (5) The bidder shall have to submit the copy of GST registration number and Income Tax registration [PAN] in First Cover otherwise the offer shall be liable for rejection.
- (6) An undertaking shall be submitted by the tenderer that they are not black listed in any Govt. organization / institutions in First Cover.
- (7) The bidder shall provide exclusive company profile including necessary certificates / license for manufacture the product from DGTD / SSI/SIA etc. The bidder shall also provide Bank Name, Account Name, Account Number, Account Type, Branch IFSC Code for safer & easier payment transaction through RTGS/NEFT.
- (8) The specifications are clearly mentioned in the document and the Bidder is requested to submit Bid only if their offer strictly comply with these specifications. Please note that no deviation in the required specification will be permitted. The bidding for the instruments having different specification will be on Bidder's risk as the Board will not entertain such Bids.
- (9) The O&M Contract shall be for a period of Five Years initially from the date of Agreement, which can be extendable for three or more years based on the same price, terms & conditions and satisfactory performance of the agency.
- (10) Madhya Pradesh Pollution Control Board is the sole arbitrator in case of any failure by the agency to perform any of its obligation under or arising out of this agreement. All disputes, differences and questions whatsoever which may arise between the



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parties here to during the continuance of the agreement, the Madhya Pradesh Pollution Control Board will have option to terminate the agreement or impose fine.

- (11) In case that the parts / Equipments/spares to be repaired or replaced are not available, vendor may use equal or higher models with the approval of the Board. All compatibility issues are the responsibility of the Agency.
- (12) During contract period, if Board intends to shift CAAQMS from one location of the city to another location in the same city or other city, due to some reason – functional or otherwise, once Bidder shall shift the CAAQMS to other location without any extra cost including dismantling, loading & transportation, reinstallation and construction of foundation etc. at new location.
- (13) Integrity Pact: Prospective bidders have to sign a Integrity Pact as per the format given in Attachment-12 and submit it alongwith the Technical Bid in the first cover. Bidders are advised to read the Integrity Pact carefully, fill in the required details, sign and affix the seal and submit alongwith the technical bid. The bids which does not contain the Integrity Pact will be summarily rejected.
- (14) Data & Report of data pertaining to CAAQMS to MPPCB/CPCB as per the CPCB protocol. On line transfer of data to MPPCB & CPCB as per the CPCB protocol.
- (15) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as per Attachment-13. As per the direction issued by Ministry of Expenditure, Department of Expenditure, vide order no. F. No. 6/18/2019-PPD dated 23rd July, 2020, the Competent Authority for this purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT) as per following details:
 - (a) "Bidder" (including 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
 - (b) "Bidders from a country which shares a land border with India" for the purpose of this order means:
 - (i) An entity incorporated, established or registered in such a country; or
 - (ii) A subsidiary of an entity incorporated, established or registered in such a country; or
 - (iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or



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- (iv) An entity whose beneficial owner is situated in such a country; or
- (v) An Indian (or other) agent of such an entity; or
- (vi) A natural person who is a citizen of such a country; or
- (vii) A consortium or joint where any member of the consortium or joint venture fall under any of the above.

(c) The beneficial owner for the purpose of above will be as under":

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

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

- (i) In case of the partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- (ii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- (iii) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- (iv) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- (v) An agent is a person employed to do any act for another, or to represent another in dealings with third person.
- (vi) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.



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(B) OTHER CONDITIONS:

- (i) The Board reserves its rights to reject any or all the tenders without assigning any reason there for.
- (ii) Tender found incomplete by the committee shall be rejected forthwith.
- (iii) If the tenderer is not a manufacturer himself, should have a facility for repairing and maintenance of the instrument. The details of service centers in Madhya Pradesh and India should be furnished along with other details.
- (iv) It shall be the responsibility of the tenderer to deliver the material to the consignee in sound condition without any damage. Any damage or loss during transit shall be on the account of the tenderer.
- (v) The tenders shall be valid for a period of 360 days from the date of opening of Technical Bids (First Cover). In exceptional circumstances, the Board may in writing or by e.mail, solicit the Bidder's consent to an extension of the period of the Bid validity. If the Bidder agrees to the request for extension, the Bid Security shall also be extended for an equivalent period of time. Any Bidder may refuse to extend the validity of his Bid without forfeiting his Bid Security, but the Bid will not be considered. Bidders granting the requests for extension of the Bid validity will not be required or permitted to modify their Bids.
- (vi) The approved firm / manufacturer shall have to submit 10% security deposit of the ordered value in the form of Demand Draft/FDR/Bank Guarantee (Annexure-5) towards Performance Security for the entire period of O&M contract, other wise 10% amount shall be deducted from the total ordered value.
- (vii) In case, if the approved tenderer fails to conduct O&M service, within the specified period as per work order, the earnest money and/or security deposit is liable to be forfeited.
- (viii) The consignee or any other officer authorized by the Board shall have the right to reject any or all the items of the supply, if they do not confirm to specifications mentioned in the supply order. The rejected items shall be lifted by the tenderer at their own cost. The consignee will not be responsible for the custody and safety of such items.
- (ix) The Board reserves its rights to affect any reasonable increase or decrease in the quantity or number of items at the time of issue of supply order in the interest of the Board.
- (x) The tenderer is expected to examine all instructions, forms, terms and conditions and specifications mentioned in the bid document. Failure to furnish all information required by the bid documents of submission of a bid not substantially irresponsible to the bid document in every respect will be at the tenderer's risk and may result in



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the rejection of its bid.

- (xi) The terms of payment: Payment shall be made by the Board to the Agency at the end of half year on submission of invoice and all records duly verified by the Regional Officer/Laboratory Incharge of the respective location. Deduction of penalties for non-operation period shall be imposed as applicable.
- (xii) Conditional offers will not be accepted and liable for rejection.
- (xiii) In case of any dispute the decision of Competent Authority, M. P. Pollution Control Board shall be final & binding.
- (xiv) In order to comply the instructions of Department of Commerce & Industries, Govt. of M.P., and minimum 30% of the quantity of the items shall be reserved for the manufacturers / entrepreneurs from Scheduled castes/ scheduled tribes based at Madhya Pradesh.

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

In Charge (Purchase)



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SCOPE OF SERVICES

The Contractor's responsibilities shall include without limitations the following works to be carried out on the Air Monitoring Stations installed under this Contract during the Operation & Maintenance of the stations:

- a) Operation and Maintenance of all the commissioned equipments and amenities as per Attachment-1 as supplied by the Manufacturer under the Contract including services during forced and planned outages and overhauls.
- b) The Contractor shall take over the entire Air Monitoring Station (including all equipment) for O&M after execution of Indemnity Bond as per format placed at Attachment- 13, Section III of bid document. If any vendor want to site visit , may contact concerned Regional Officers of M. P. Pollution Control Board.
- c) The Contractor shall provide to the owner a monthly summary of all operation and maintenance activities performed by the contractor during quarterly.
- d) Operation and Maintenance Obligations:

In implementing its obligations to operate and maintain the facility under this Contract, the Contractor shall:

- i) Undertake comprehensive maintenance including i.e. schedule and breakdown maintenance & repair at site and keep Board Informed regarding status of equipments and forward daily data as per Attachment 3 of Section – II.
- ii) Obtain permission from the owner and inform the O&M for any assistance for which equipment is required to be sent to the works. Contractor shall arrange substitute equipment to keep CAAQM station operational.
- iii) Take reasonable action to assure that the Personnel deployed at Air Monitoring Stations and any subcontractors and agents are provided with a work place in compliance with applicable Law.
- iv) Keep the Air Monitoring Stations clean, well maintained and in good working condition.
- v) Security: It is the duty of the Contractor to secure the movable, immovable and other properties of the Owner at the Air Monitoring Station. The Contractor shall indemnify the loss caused to the Owner on account of any damage, loss or theft caused to the property of the Owner.



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- vi) Scheduled Maintenance: Unless Owner and Contractor mutually agree otherwise, perform all required Scheduled maintenance for all equipment, auxiliaries etc., in accordance with the O&M specifications.
- vii) **Unscheduled Maintenance** : Perform all **Unscheduled Maintenance** and repairs for all equipment, auxiliaries etc. within (24) hours of the occurrence of the event requiring **Unscheduled Maintenance**, the operator shall provide the Owner with detailed written information on nature of the repair or replacement to be carried out, estimated down time and other necessary details as required.
- viii) The Contractor shall source all the spares required for maintenance & repairs of the installed equipment from O&M only.
- e) The Operator shall not:
 - i) Make any modifications as to the Air Monitoring Stations, other than in an Emergency, without the prior written approval of the Owner, or
 - ii) Dispose off any assets, settle law-suits or engage in transactions relating thereto on the Owner's behalf without the prior written approval of the Owner.
- f) The Contractor shall purchase spare parts, materials, supplies and other consumable items, and maintain an inventory thereof, for the Air Monitoring Stations. All such material supplied and other items shall be the property of the Contractor However all the spares shall be sourced from OEM's only.
- g) The Contractor shall review all applicable Laws and initiate and maintain such prosecution, procedures and operating plans relating to operation of the Air Monitoring Stations as are necessary to comply therewith or assist the owner in complying therewith as the case may be.
- h) The Contractor shall operate the equipment as per the laid out standards in the operating manual of the equipment and providing data for ambient air to CPCB and MPPCB on daily basis in the suggested format. The daily monthly and yearly Reporting Formats are attached Annexure 1 to 5.
- i) The CAAQMS has to be in operation for a minimum of 85% of the days in a year, 24 hours a day, and should not be inoperable for more than 7 days at a stretch.
- j) Provide data collected through operation of the equipments on daily basis in suggested output formats given in the bid document.



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- i) Establish and maintain a daily and monthly and yearly reporting system to provide storage and ready retrieval of operation and maintenance data including such information necessary to verify calculations. The monthly reporting shall contain variances from targets.
- ii) Provide access to the owner to the Air Monitoring Stations and its data at all reasonable times and as and when required.
- iii) Provide the operational data required to all competent authorities including, Government of India or concerned State Governments.
- iv) On line transfer of data to MPPCB /CPCB web site.
- k) The Contractor shall ensure accuracy of the data provided as per standards.
- l) The contractor shall ensure periodic re-calibration of all the equipment as per manufacturer's instructions and maintain "Protocol Calibration" as per Attachment 2 of Section II.

11.2 Owner shall arrange for the following and Contractor shall guide and assist the Owner:

- a) The Owner shall pay O&M charges to the Contractor at the end of half year after submission of validated data & report by the Contractor, in accordance with the payment terms detailed in Special Conditions of Contract.
- b) Owner shall pay all fees including Service Tax, etc., imposed upon Owner by the Applicable Law.
- c) The Owner shall identify and hand over the site for erection & commissioning of Air Monitoring Stations free from all encumbrances.
- d) The Owner shall make the arrangement for electricity, internet & telephone connection at the site. However monthly charges for all incidental charges such as electricity, internet and phone bill shall be borne by the Contractor.
- e) The valid data capture rate should be minimum 85%. The full payment shall only be made if validated data is 85% and all the calibration protocol maintenance scheduled and spare parts/ consumable replacement document are maintained and verified by the owner/ board. The contractor has to maintain records / Receipts/ bills paid available as and when required.

11.3 **Handing Over of Station:** On expiry/closure/termination of the Contract Agreement, stations shall be handed over to Board in working condition to the satisfaction of Board. Few or all the spares procured by the Contractor and unused as on date of



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handing over may be purchased by the Owner at his discretion provided Contractor is able to provide reasonability of the costs of such spares. In addition the Contractor shall provide consumables equivalent to three months consumption on expiry/closure/termination of the Contract Agreement without any extra financial implication.

11.4 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 O&M service which will be inclusive of all taxes and other recurring charges such as Lease line for Internet and Broadband (for station) and Data Card as mode Communication System (For Display Board) and other incidental charges such as monthly bill of electricity and internet charges for a period mentioned in the tender document.

11.5 Penalties:

During O&M period, in case of any Analyser/ system failure, penalty will be charged by MPPCB @ Rs.1,000/- (one thousand) per day per Analyzer after a grace period of seven (7) continuous non-working days. The grace period of seven (7) continuous non-working days shall be given only once per quarter (3 months).

For a failure of Data display:

Board/panel, a penalty will be charged by MPPCB @ Rs. 1,000/- (one thousand) per day after a grace period of five (5) continuous non-working days. The grace period of Five (5) continuous non-working days shall be given only once per quarter (3 months).

Failure due to power outage and other Force Major conditions shall not be considered for levy of penalty.

Total penalty per year during O&M period on account of above conditions shall be limited to 30% of total O&M charges for one year. Failing which defective/ malfunctioning analyser / system has to be replaced.

In case penalty in the year exceeds 30% as above, the Contractor shall be required to replace the defective analyzer (s) or systems with new ones at his own cost, failing which the MPPCB shall have the right to terminate the O&M contract.

Upgradation of Technology: The Agency should constantly keep inform the Madhya Pradesh Pollution Control Board, Bhopal, about the technological updates for improving the services performance.

The detailed inventory can be listed out by the successful bidder while entering the Contact Agreement with Madhya Pradesh Pollution Control Board, Bhopal.



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The Agency shall provide Operation and Maintenance service as follows:

- (i) Preventive maintenance and carrying out the necessary repairs and fittings of replacement parts wherever applicable. Preventive maintenance shall not be attended during run time. However Preventive Maintenance which does not effect normal operation can be attended during run time. Preventive Maintenance shall be carried out on quarterly basis.
 - (ii) The Facilitator is required to maintain the adequate stocks of spares to meet the requirements. The Board reserves the right to verify the stocks at any point of time. In case that the parts/equipment to be repaired or replaced are not available, agency may use equal or higher with the approval of Madhya Pradesh Pollution Control Board. All compatibility issues are the responsibility of the agency.
 - (i) Wherever a component has to be replaced, it shall be replaced with a component of the same make and configuration. In case the component of same make and configuration is not available for any reason, the replacement shall conform to openstandards and shall be of a higher configuration specifically approved by the Madhya Pradesh Pollution Control Board.
 - (ii) The agency, may if so advised technically, get a dysfunctional hardware component repaired in lieu of its replacement, subject to ensuring the overall compliance of the requirement of up time.
 - (iii) The Agency shall ensure that all the replacements and components used in the process of restoring Laboratory Instruments/Equipment are genuine and original.
 - (iv) The O&M for the Equipments should cover all parts of the Equipments required for optimal performance of the equipment.
2. **Co-ordination:** The agency shall replace the defective parts/items of Equipment covered under operation and maintenance contract and it is the responsibility of agency to ensure required uptime.
3. **Contract Period:** The contract period shall be initially for a period of 5 years. The Madhya Pradesh Pollution Control Board is having authority to extend the contract period further three or more years based on the willingness of service providers with same O&M charges and performance of the agency during the contract period.
4. **Payment:** Payment will be made to the Agency at the end of half year by the Madhya Pradesh Pollution Control Board on submission of invoice through concerned Regional Offices along with all the records duly deducting the penalties and deductions for non-operation period (no pay for no work) if any.



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- 5. Termination of the Contract:** The Madhya Pradesh Pollution Control Board is the sole arbitrator in case of failure by the vendor to perform any of its obligation under or arising out of the agreement. All disputes, differences and questions what so ever which may arise between the parties here to during the continuance of the agreement the Madhya Pradesh Pollution Control Board will have option to terminate the agreement or impose penalty. Failure to provide satisfactory services by the agency during the operation and maintenance period, the agreement can be terminated by the Board without assigning any reasons with one month notice.
- 6. LIQUIDATED DAMAGES:** In case the Firm / agency does not fulfill the O&M conditions within the contract period, liquidated damages will be charged @ 2% of the total work order of items ordered on the Bidder and if required, action will be taken against the Firm to Blacklist it and also for forfeiture of its Security Deposit / EMD.
- 7. SETTLEMENT OF DISPUTE, ARBITRATION:**
- (i) All disputes or difference arising out of or in connection with the contract for O&M assigned under the same (whether during the progress of the works or after their completion, determination, abandonment or breach of the contract) shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal shall consists of three (3) arbitrators appointed by the Member Secretary, Madhya Pradesh Pollution Control Board. The arbitrators shall elect an umpire among them. In case of failure of the two arbitrator appointed, to reach upon a consensus, the decision of the umpire shall be final and binding. It will not be an objection to any such appointment that the arbitrators are the Government Servants and had any interest in the Board or the contract entered into directly or indirectly. In all cases, the arbitrator shall state their reasons, award/decision in writing of an amount of claim in dispute is Rs.50,000/- and above, subject as aforesaid the provision of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. Arbitration proceeding shall be held at Hyderabad, India. The Cost and expenses of Arbitration proceedings shall be borne by the party invoking the Arbitration clause.
- (ii) It is a term of the contract that the party invoking the arbitration shall specify the dispute for disputes to be referred to the arbitration under this clause together with the amount or amount claimed in respect of each such dispute.
- (iii) It is also a term of the contract that if the supplier (s) do not make any demand for arbitration in respect of any claim (s) or dispute in writing within 90 days of submission of the final bill for payment, the claim of the supplier will be deemed to have been waived and absolutely barred and the Board will be



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discharged and released of all liabilities under the contract in respect of these claims.

8. Laws and regulations: The courts at Bhopal shall have exclusive jurisdiction to entertain and try all matters arising out of this contract.
9. FORCE MAJEURE: Vendor shall not be considered in default if delay in delivery occurs due to causes beyond his control such as acts of God, natural calamities, civil, wars, strikes, fire frost, floods, riots and acts of usurped power. Only those causes which have a duration of more than 7 calendar days shall be considered cause of force majeure. A notification to this effect duly certified by the Local Chamber of Commerce/Statutory Authorities shall be given by the Vendor to the owner by registered letter. In the event of delay due to such cases a length of time equal to the period of force majeure or at the option of the owner the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of owner. In the event of such cancellation the vendor shall refund any amount advanced or period to the vendor by the Purchaser and delivery back any material issued to him by the Purchaser and release facilities, if any, provided by the Purchaser.



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CONDITIONS OF CONTRACT

- (1) The time allowed for the supply of materials as entered in the tender shall be strictly observed by the supplier and reckoned from the date of which the order to commence supply of materials shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of contract) on the part of the supplier and the supplier shall pay as liquidated damage an amount equal to two percent per month or such smaller amount as the Member Secretary, M.P. Pollution Control Board, may decide on the amount of estimated cost of the whole of the materials as shown in the estimated cost of the that the supply remains un commenced or unfinished after the proper dates. In the event of the contractor failing to comply with this condition shall be liable to pay as liquidated damage an amount equal to two percent (0.5% per week) or such smaller amount as the Member Secretary may decide on the said estimated cost of the whole of the materials for every day that the due quantity of supply remains incomplete to, provided that the due quantity of liquidated damage to be paid under the provisions of this clause shall not exceed ten percent on the estimated cost of the supply of materials as shown in the tender.
- (2) If the Tenderer shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in this tender he shall apply in writing well in advance or immediately after the cause occur to the Member Secretary, M.P. Pollution Control Board who shall if in his opinion (which shall be final) reasonable grounds be shown therefore authorize such extension for a period not exceeding in 30 days. Any further extension shall be subject to the previous sanction of the Chairman.
- (3) The supplier shall give notice to the consignee officer of his intention of making delivery of materials and on the materials being approved a receipt shall be granted by him to the Consignee Officer or his assistant, and no material will be considered for payment until so approved.
- (4) On the completion of the delivery of the materials the supplier shall be furnished with a certificate by the Consignee Officer of M.P. Pollution Control Board.
- (5) The material shall be of the best description and in strict accordance with the specification and the supplier shall receive payments for such materials only as are approved and passed by the Member Secretary/Consignee Officer.
- (6) In the event of materials being considered by the Consignee Officer to be inferior to that described in the specification the supplier shall on demand in writing forth with remove the same at his own charge and cost and in the event of his neglecting to do so within such period as may be named by the Consignee officer that officer may have such rejected material removed at the contractor's risk and expense incurred being liable to be deducted from any sum due or which may become due to the supplier.
- (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



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firm in which case the receipt must be signed in the name of firm by one of the partners are by some other person having authority to give effectual for the firm

- (8) Under no circumstances whatever shall the contractor be entitled to any compensation/interest from Board on any account.
- (9) The supplier shall supply at it own expense all tools, plant & implements required for the due fulfillment of his contract and the materials shall remain at his risk till the date for final delivery, unless it shall have been in the mean time removed for use by the Consignee Officer.
- (10) No materials shall be brought to site or delivered on Sunday/holiday without the written permission of the Consignee Officer.
- (11) The supplier shall not sublet this contract without the written permission of the Member Secretary, M.P. Pollution Control Board. In the event of the contractor subletting his contract without such permission, he shall be considered to have thereby committed a breach of the contract, and shall forfeit his earnest money and shall have no claim, for any compensation for any loss that may occur from the materials he may have collected or engagements entered into.
- (12) The decision of the Chairman, M.P. Pollution Control Board, Bhopal shall be final, conclusive & binding on all parties to the contract upon all questions relating to the meaning of specification and instructions herein before mentioned and as to 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.
- (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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Attachment 1

Details of Analyzers available at CAAQMS Stations procured in the Year 2017

S.No.	Description of Analyzers	Make & Model	Qty. in Nos.
1.	PM ₁₀ Analyzer	Ecotech; Spirant BAM 1000	05
2.	PM _{2.5} Analyzer	Ecotech; Spirant BAM 1100	05
3.	Automatic Ambient NO _x & NH ₃ Analyzer	Ecotech; Serinus-44 & HTO1000N	05
4.	BTEX Analyzer	Synspec; GC 955-701	05
5.	Multi Gas Calibration Systems for gaseous monitors comprising of Gas supply / generation and automated calibration with three permeation oven	Ecotech, Ecotech Gascal 1100, LC 8301, HT1000HC	05
6.	Meteorological Instruments comprising of Wind Direction, Wind Speed, Ambient Temperature, Relative Humidity, Solar Radiation, Rain Fall measurement mounted on telescopic crank-up meteorological tower	Visala, Metone; Visala WMT52, Metone 063, 083E, 095, 092, 370	05
7.	Data Acquisition System (DAS) and Data processing software at the monitoring station, Central Station Computer with Software, Aroids	Ecotech, WINAQMS DAS	05
8.	Automatic Ambient CO Analyzer	Ecotech; Serinus-30	05
9.	Automatic Ambient SO ₂ Analyzer	Ecotech, Serinus-50	05
10.	Automatic Ozone Analyzer	Ecotech; Serinus -10 with IZS	05
11.	Multi Gas Calibration System for gaseous monitors comprising of Gas Supply / generation and automated calibration	MCZ, MK2	05
12.	Computer Systems consisting of one PC along with Laser Printer transfer and system integration, Telephone and Modem	Envirotech; LBP, Dell, HP, Airtel	05
13.	Housing / Container for CAAQMS with Sampling Line, Internal fitting, Instruments Racks, Electrical Fittings, Tools (electrical and mechanical), Data display system with display	Industrial Foam, Envirotech; Custom Built and Standard make	05
14.	Air Conditioners, 2 Ton Capacity	O General, ASGA24AET	10
15.	Air Conditioner, 1 Ton	O-General; ASGA 12 BMTA	05



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16.	UPS, 10 KVA (One Hour Back-up)	Emerson; Libert 400D	05
17.	UPS, 5 KVA (Two Hour Back-up)	Emerson; Power Bank	05
18.	RCC Foundation, Pillars and Miscellaneous Work including civil and Electrical	Ecotech/Envirotech; Standard	05



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Attachment 2

<Letterhead of the Bidder>

CERTIFICATE OF O&M PARTNER OF THE BIDDER IN INDIA

To,

The Member Secretary,
M. P. Pollution Control Board
E-5 Sector, Paryavaran Parisar,
Arera Colony,
Bhopal-462016 [India]

Subject :- Certificate of Existence of Local Branch, Sales Residential and Representative Office(s) in India

1. Name of Office (s) :
2. Address :
Tel. No. :
Fax No. :
Telex No. :
Email id :
3. Status of Office(s) :
4. Date of Establishment of Office (s):
5. Name & Address of Residential Representative:
6. Total No. of years of association with OEM (Name of the manufacturer):
7. Total Manpower :
8. Total No. of trained Service Engineer :
9. Present No. of offices in India (Name the locations & address):
10. Total Turnover in last 3 years:
11. Major job in Hand:
12. Experience in O&M contract:

Sl. No.	Name of Client and Address, Phone No.etc.	Description of Contract (Brief scope of contract)	Year of Placement of Order	Present Status

Signature

Name:

Designation:

Seal:



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Attachment 3

FORM OF LETTER OF AUTHORITY

To,

**The Member Secretary,
M. P. Pollution Control Board
E-5 Sector, Paryawaran parisar,
Arera Colony,
Bhopal-462016 [India]**

Name of Manufacturer

Subject:- Letter of Authority from Manufacturer (OEM).

Dear Sirs,

We, (Name of Manufacturer), a manufacturer duly organized and existing under the law of (Country Name) with its principal office of business as (Address) hereby make, constitute and appoint (name of Bidder), a company duly organized and existing under the laws of (Country Name) with its principal office of business at (Address) to be our true and lawful attorney in fact to do the following sets and deeds:

To present and bind us for Supply of spares and O&M of Continuous Ambient Air Quality Monitoring Stations (CAAQMS) for (Name of the Board) at in the State of India, of the following equipment proposed in the bid which we manufacture or produce.

Item No.	Name of Equipment

We, as a manufacturer bind ourselves as co-worker of the bid and are jointly and severally responsible for the compliance of the said bid and once (Name of Bidder) has been selected as a successful bidder, we shall manufacture, delivery and install the equipment



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Attachment 4

<Letterhead of the Manufacturer>

FORM OF CERTIFICATE OF SUPPLY OF SPARES AND CONSUMABLES BY MANUFACTURER

Date:

To,

The Member Secretary,
M. P. Pollution Control Board
E-5 Sector, Paryavaran parisar,
Arera Colony,
Bhopal-462016 [India]

Sub:- Certificate of Supply of Consumables and Spare Parts by Manufacturer (OEM).

This is to certify that we (Name of Manufacturer) shall supply the consumables and spare parts of the equipment mentioned below during O&M period under the contract (contract detail) to the contractor (Name of the contractor)/ Owner.

It is hereby guaranteed that we shall maintain stocks of consumables and spare parts for the following equipment for a period of five (5) years.

Item No.	Name of Equipment	Name of Manufacturer

Signature:

Name of Person:

Position:

Name of Manufacturer:

Office Seal of Manufacturer:

Legal Address of Manufacturer:



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Attachment 5

<Letterhead of the O&M Partner>

FORM OF CERTIFICATE OF CARRYING OUT O&M OF CAAQMS's BY THE O&M PARTNER IN INDIA

Date:

To:

**The Member Secretary,
M. P. Pollution Control Board
E-5 Sector, Paryawaran Parisar,
Arera Colony,
Bhopal-462016 [India]**

Sub:- Certificate of carrying out O&M of CAAQMS's by the O&M partner in India.

This is to certify that we <Name of O&M Partner> hereby agree to carry out day to day Operation and maintenance of the five (5) CAAQMS installed and commissioned by <Name of the main bidder> for minimum of five years from the date of taken over the award of the CAAQMS at the rates quoted by <Name of the main bidder> against this tender, strictly in accordance with terms & conditions contained in this bid document.

Signature:

Name of Person:

Position:

Name of O&M Partner:

Name Seal of O&M Partner:

Legal Address of O&M Partner in India:

Counter-signed by main bidder

Name of Person:

Position:

Name of the Bidder:

Office Seal of Bidder:

Legal Address of Bidder:



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Attachment 6

PROFORMA FOR FINANCIAL CAPABILITY OF BIDDER (for a period of last three years)

Bid No. ----- Package Code ----- Date of Opening -----
Time -----
Name of the Bidder

Year	Currency	Turnover
2019-2020 financial year		
2020-2021 financial year		
2021-2022 financial year		
Average		

Note: The annual turnover amount is to be supported by audited balance sheet or CA Certificate.

Signature of the Authorized Representative
Name of the Person
Position



M. P. Pollution Control Board

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Attachment -7

PROFORMA FOR PERFORMANCE STATEMENT FOR BIDDER (O&M OPERATOR) AS AUTHORIZED REPRESENTATIVE OF THE MANUFACTURER (for a period of last two years for same make as mentioned in the tender document)

Bid No. _____ Name of Equipment _____

Name of the Manufacturer _____

Order placed by (full address of Purchaser)	Order No. & Date	Description of ordered equipment (Model no.)	Quantity supplied	Value of order	Date of commissioning and handing over	Has the equipment been satisfactory functioning? (Attach certificates from the Purchaser/ Consignee for each equipment)
1	2	3	4	5	6	7

NOTE : Bidder to furnish above detail for each equipment of the quoted package on separate sheet.

Signature of the Authorized Representative

Name of the Person

Position



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Attachment 8

CAPABILITY & EXPERIENCE OF O&M PARTNER

Name and address of the O&M Partner in India (if applicable):

Sl. No.	Name of the O&M personnel proposed to be deployed	Educational Qualification	Experience in no. of years in carrying out O&M of CAAQMs.	Detail curriculum Vitae Attached (YES / NO)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				



M. P. Pollution Control Board

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Attachment 9

INDEMNITY BOND FOR HANDING OVER AIR MONITORING STATIONS INCLUDING ALL EQUIPMENT TO THE O&M CONTRACTOR

This Indemnity Bond is made this Day of 2022.....
By.....a Company registered under the Companies Act, 1956/Partnership firm / Proprietary concern having its registered office at (hereinafter called as “Contractor” or “obligator” which expression shall include its successors and permitted assigns) in favor of **M. P. Pollution Control Board** with Office at E-5 Sector, Paryawaran Parisar, Arera Colony, Bhopal, which term shall include permitted assigns and successors, (hereinafter called “MPPCB” which expression shall include its successors and assigns).

Whereas MPPCB has awarded to the Contractor, a contract for O&M of the ten nos. of Continuous Ambient Air Monitoring Stations (CAAQMS located at -----, vide its Letter of Indent / Award Letter / Contract No..... dated (hereinafter called the “Contract”), in the terms of which Contractor shall be responsible for the Equipments to be handed over to it by MPPCB for the purpose of performance of the Contract (hereinafter called the “Equipments”).

Now, therefore this Indemnity Bond witnessed as follows:

1. That in consideration of various Equipments as mentioned in the Contract, valued at Rs.----- (Rupees.....) to be handed over to the Contractor for the purpose of performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep MPPCB indemnified, for the full value of the Equipment. The Contractor hereby acknowledges receipt of the Equipments as per details in the Schedule appended hereto.
2. That the Contractor is obliged and shall remain absolutely responsible for the safe custody of the Equipments at Continuous Ambient Air Monitoring Stations (CAAQMS) belonging to MPPCB against all risks whatsoever till the Equipments are duly used in accordance with all terms of the Contract. The Contractor undertakes to keep MPPCB harmless against any loss or damage that may be caused to the Equipment.
3. The Contractor undertakes that the Equipments shall be used exclusively for the performance/ execution of the Contract strictly in accordance with its terms and conditions and no part of the Equipments shall be utilized for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a legal breach of trust on the part of the Contractor for all intents and purposes including legal / penal consequences.



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4. That MPPCB is and shall remain the exclusive Owner of the Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The Equipments shall at all times be open to inspection and checking by Project-in-Charge MPPCB shall always be free at all time to take possession of the Equipments in whatever form the equipments may be. If in its opinion, the equipments are likely to be endangered, mis-utilized or converted to uses other than those specified in the Contract, by any act of omission or commission on the part of the Contractor; he finds itself and undertakes to comply with the direction or demand of MPPCB to return the Equipments without any demur or reservation.
5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipments or the same or any part thereof is misutilised in any manner whatsoever then the Contractor hereby agrees that the decision of the Project-in-Charge of MPPCB as to assessment of loss or damage to the Equipments shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and / or damaged Equipments at its own or remedy that may be available to MPPCB against the Contractor under the Contract and under this Indemnity Bond.
6. Now the condition of this Bond is that if the Contractor shall duly and punctually complies with the terms and conditions of this bond to the satisfaction of MPPCB, then the above bond shall be void, but otherwise, it shall remain in full force and virtue.

In witness whereof, the Contractor has hereunto set its hand through its authorized representative under the common seal of the company, the day month and year first above mentioned.

SCHEDULE NO. 1

Particulars of the Equipments handed over	Quantity	Value of the Equipment	Signature of Authorized Person

For and on behalf of
M/s.....

Witness I

1. Signature
2. Name



M. P. Pollution Control Board

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3. Address

Name
Signature
Designation
Authorized representative

Witness II

1. Signature

2. Name

3. Address

(Common Seal)
(In case of Company)



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Attachment– 10

TENDER ACCEPTANCE FORM

(To be submitted on Letter Head)

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

Bidder

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

Qualification

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

2019-2020-----

2020-2021-----

2021-2022-----

Average-----

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

4. How many O&M services for Equipment/Instrument, being offered, has the Bidder supplied during the past two years in India or abroad? ----- (Please enclose documentary proof-Purchase orders and minimum three performance reports)
5. Does the OEM/Its Authorized representative agree to provide Spares and Consumables for five years of trouble free operation and maintenance? (Yes/No)



M. P. Pollution Control Board

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6. Have you submitted the Tender Fee and EMD as prescribed in Tender Document ? (Yes/No)
7. Have you enclosed the following documents? (Yes/No)
 - (a) Scanned copy of the proof for submitting EMD online on the Portal? (Yes/NO)
 - (b) Tender Acceptance Form as specified in the Tender? (Yes/No)
 - (c) Documents and relevant details to establish that the goods offered conform to the requirement of the tender documents and Technical Literature/Brochure etc. (Yes/No)
 - (d) Power of Attorney of Firm/resolution of Board of Directors of company for person or persons authorized to sign the Tender; (Yes/No)
 - (e) Authorization letter by the OEM (Manufacturer) or self declaration letter by OEM (if OEM is bidding); (yes/No)
 - (f) GST Registration Certificate and latest GST deposit receipt (in case of Indian Bidder) (Yes/No)
 - (g) An Undertaking to the effect that the Price Bid does not contain any condition/options whatsoever of the price demanded for sale. (Yes/No)
 - (h) Certificate for Non-blacklisting of firm and non-registration of criminal case? (Yes/No)
 - (i) Certified published annual reports showing the turnover and financial results. (Yes/No)
 - (j) Purchase orders and Performance Reports for the offered equipment/Instruments from Government Ministries/Departments/PSUs/Scientific Institutes of National Repute. (Yes/No)
 - (k) Warranty Certificate for three years of Comprehensive Warranty. (Yes/No)
 - (l) List of spares and Consumables required for 10 years trouble free operation and maintenance along with a certificate that Spares & Consumables will be provided for at least 10 years. (Yes/No)
 - (m) Duly signed and stamped Integrity pact (Yes/No)
 - (n) Any other documents that you consider necessary to strengthen your bid. (Yes/No/None required)

Signature of the Bidder.....

Name

Business Address

.....

Place:

Date:



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Attachment– 11

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

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

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

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

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

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

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

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

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

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

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

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

This guarantee shall be valid up to the entire period of O&M Contract .

.....
(Signature with date of the authorized officer of the Bank)
Name and Designation of the Officer

Seal, Name & Address of the Bank and Address of the Branch



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Attachment– 12

PRE- INTEGRITY PACT

General:

This Pre-Bid Pre Contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of.....2022, between, MPPCB, An autonomous body acting through (Member Secretary, MPPCB, Bhopal) hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in Office and assigns of the First Part and M/s represented by Shri, Chief Executive Officer (hereinafter called the “BIDDER/SELLER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to services (Name of the O&M Services) and the BIDDER/SELLER is willing to offer/has offered the stores and

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

NOW, THEREFORE,

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

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

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

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the correct, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.



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- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial 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 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.



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- 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.

4. Fall Clause



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

BUYER

Name of the Officer.
Designation
MPPCB, Bhopal

BIDDER

CHIEF EXECUTIVE OFFICER
Name of Firm/Agency

Witness

Witness

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



M. P. Pollution Control Board

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Attachment– 13

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

Tender no. MPPCB/Pur./01/2022-23

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

Note: Please delete whichever is not applicable.

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

Place:

Date:



M. P. Pollution Control Board

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Attachment– 14

UNDERTAKING

Tender no. MPPCB/Pur./01/2022-23

To,

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

Sir,

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

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

(Please add additional pages, if required). The above O&M services shall be in conformity with the specifications and conditions of contract.

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

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

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

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

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

Dated this..... day of 2022

Signature of authorized Person, Name with Stamp & Full Address



M. P. Pollution Control Board

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Annexure-1

STATION PROTOCOL FOR CAAQM STATION UNDER O&M CONTRACT

NAME OF CAAQM STATION

DATE:

S. No.	Parameter	Status	Zero Value		Zero Offset		Span Calibration			K Factor (Span)		Rem .
			Pre	Post	Pre	Post	Span Source	Pre	Post	Pre	Post	
1.	CO Analyzer											
2.	SO ₂ Analyzer											
3.	NO _x Analyzer											
	NO											
	NO ₂											
	NH ₃											
4.	O ₃ Analyzer											
5.	BTX Analyzer											
	Benzene											
	Toluene											
	E-benzene											
	M+P Xylene											
	O-Xylene											
6.	Dust Analyzer											
	PM _{2.5}											
	PM ₁₀											
7.	Meteorological Parameter											
	Temperature											
	Humidity											
	Wind Speed											
	Wind Direction											
	Solar Radiation											
	Rain Fall											
8.	Computers											
9.	UPS / ACs /											



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	Others											
10.	Data Board Display											
	Maintenance Requirement	Details/										
	1.											
	Specific Observation(s)											

Station Maintained By.....

Station supervised by



M. P. Pollution Control Board

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Annexure-2

DAILY REPORTING FORMAT FOR METREOLOGICAL PARAMETERS

(To be submitted daily at 12 Noon for the previous day ending 12 midnight)

Location:

Date:

Hrs.	WIND SCREEN	WIND DIRECTION	HUMIDITY	TEMPERATURE	SOLAR RADIATION	RAINFALL	REMARKS
00-01							
01-02							
02-03							
03-04							
04-05							
05-06							
06-07							
07-08							
08-09							
09-10							
10-11							
11-12							
12-13							
13-14							
14-15							
15-16							
16-17							
17-18							
18-19							
19-20							
20-21							
21-22							
22-23							
23-24							
Min.							
Max.							
Average							



M. P. Pollution Control Board

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Annexure-4

DAILY REPORTING FORMAT FOR MAIN POLLUTANTS

(To be submitted daily at 12 Noon for the previous day ending 12 midnight)

DAILY AMBIENT AIR QUALITY DATA

Location:

Date:

Hrs.	SO ₂	NO	NO ₂	NO _x	NH ₃	CO	O ₃	PM _{2.5}	PM ₁₀	Benzene	Toluene	Xylene	Remarks
00-01													
01-02													
02-03													
03-04													
04-05													
05-06													
06-07													
07-08													
08-09													
09-10													
10-11													
11-12													
12-13													
13-14													
14-15													
15-16													
16-17													
17-18													
18-19													
19-20													
20-21													
21-22													
22-23													
23-24													
Standards													
Min.													
Max.													
Average													



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Annexure- 5

MONTHLY REPORTING FORMAT FOR MAIN POLLUTANTS

(To be submitted monthly at 12 Noon next day ending month)

MONTHLY AMBIENT AIR QUALITY DATA

Location:

Month:

Date	SO ₂	NO	NO ₂	NO _x	NH ₃	CO	O ₃	PM _{2.5}	PM ₁₀	Benzene	Toluene	Xylene	Remarks
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
16													
17													
18													
19													
20													
21													
22													
23													
24													
25													
26													
27													
28													
29													
30													
31													
Min.													
Max.													
Average													



M. P. Pollution Control Board

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Annexure- 6

Tender no. MPPCB/Pur./01/2022-23

(Operation and Maintenance of Continuous Ambient Air Quality Monitoring Station)

UN-PRICED PRICE BID

S.N.	Item Description	Qty.	Unit Rate (Rs.)	GST (Rs.)	Total Amount (Rs.)	Total Amount in Words
1	2	3	4	5	6	7
1.	Operation & Manitenance (O&M) charges of Continuous Ambient Air Quality Monitoring Stations (CAAQMS) as per scope of service given in the tender document inclusive of local cost such as Lease Line for Internet and Broad Band (For station) and Data Card as mode Communication System (For Display Board) and other incidental charges such as monthly electricity and Internet charges etc.					
1.1	First Year	01				
1.2	Second Year	01				
1.3	Third Year	01				
1.4	Forth Year	01				
1.5	Fifth year	01				