

E-TENDER NOTICE
NO. MPPCB/Pur./02/2021-22

TENDER DOCUMENT
FOR THE

**SUPPLY, INSTALLATION, COMMISSIONING AND
OPERATION & MAINTENANCE (O&M) OF LED
MOVING MESSAGE DISPLAY BOARDS**



Year: 2021 - 22

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

E – 5, Paryavaran Parisar, Arera Colony, Bhopal

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TENDER NOTICE THROUGH E-PROCUREMENT **NOTICE INVITING TENDER (NIT)**

Tender Notice No. MPPCB/Pur./02/2021-22

- (1.1) M. P. Pollution Control Board intend to procure and establish LED Moving Message Display Boards at 12 locations in Madhya Pradesh. These display boards shall be equipped with upgraded software to display the data from various installed RTWQMS/CAAQMS/RTANMS data through Central Server from MPPCB, Bhopal (ESC and Board's website) and also capable to displaying data from local installation of RTWQMS/CAAQMS over internet, converting the data in to displayable format for the display board and transmitting the data to multiple display board over through internet.
- (1.2) The Member Secretary, M. P. Pollution Control Board invites E-Tenders in two cover system (Technical and financial) on portal at <http://www.mptenders.gov.in> from reputed, experienced and eligible manufacturers or their authorized dealer / agent /representatives, specially authorized for this tender for Supply, Installation, Commissioning and Operation & Maintenance (O&M) Services for five years of 12 (Twelve) LED Moving Message Display Boards for the display of environmental data/film/messages for public awareness at various locations such as Sagar (05), Dewas (03), Ujjain (03) and Indore (01) as per following details:

Sl. No.	Description of Items	Qty.	Earnest Money (EMD) (Rs.)
1.	Supply, Installation, Commissioning and Operation & Maintenance (O&M) Services for five years of LED Moving Message Display Board as per attached specification and Size (Annexure-1,2&3)	12	4,00,000.00

- (1.3) Tender documents may be downloaded from Government of Madhya Pradesh E-Procurement portal at <http://www.mptenders.gov.in> as per the schedule given in Critical Date Sheet as under:

CRITICAL DATE SHEET

Description	Date	Time
Date of Publishing and Bid Document Download date	05.01.2022	05:00 PM
Bid Submission Start Date	08.01.2022	11.00 AM
Bid Submission End Date	31.01.2022	11.00 AM
Technical Bid Opening Date	01.02.2022	11.00 AM
Financial Bid Opening Date	03.02.2022	03.00PM

- (1.4) The proof for submitting Tender Cost of Rs. 1500.00 (Rupees One Thousand Five Hundred only) and Earnest Money Deposit (EMD) of an amount of Rs. 4,00,000.00 (Rupees Four Lakh only) shall be submitted online on or before the last



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date of submission of tenders. No tender shall be considered without requisite tender fee and earnest money.

- (1.5) The Tender documents will not be available in physical form. The detailed terms & conditions are available in tender document. For detailed tender document and any amendment (if required) regarding the said tender shall be available on Board's Web site www.mppcb.mp.gov.in and www.mptenders.gov.in.

Director (Environment)



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ANNEXURE-“A”

CHECK LIST

Tender no. MPPCB/Pur./02/2021-22

(Supply, Installation, Commissioning & O&M of LED Moving Message Display Board)

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

Signature of Authorized Person, Name with stamp

Full Address:



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TENDER DOCUMENT

Tender Notice No. MPPCB/Pur./02/2021-22

M. P. Pollution Control Board intend to procure and establish 12 (Twelve) LED Moving Message Display Boards for the display of environmental data/film/messages for public awareness at various locations such as Sagar (05), Dewas (03), Ujjain (03) and Indore (01) of Madhya Pradesh. E-tenders are invited from the eligible, qualified and reputed manufacturers or their authorized representatives, specially authorized for this tender, who are capable for supply, installation, commissioning and Operation & Maintenance (O&M) Services for five years and related services with respect to above mentioned system, which are shown in the tender notice (NIT). The detailed tender documents including terms and conditions are as follows:

- A. Procedure for Submission of the Tender:** Each bidders shall submit his offer in two Covers. First Cover shall contain scanned copies of proof for submitting Tender Cost and Earnest Money (EMD) online in the portal along with all qualification documents such as compliance of technical specification, terms & conditions, company profile, copy of GST registration number, PAN number and authorization certificate from manufacturer for submission of offer for this tender, if offer is submitted by authorized representative. The Second Cover shall contain financial offer (BoQ). The tender shall be submitted online in two covers as per following details:
- (a) First Cover (Technical Bid)** should contain scanned copy of proof for submitting Tender Cost and Earnest Money (EMD) online in the portal along with all qualification documents such as compliance of technical specification, terms & conditions, company profile, copy of GST registration number, PAN number and authorization certificate from manufacturer for submission of offer for this tender, if offer is submitted by authorized representative. The First Cover shall be opened on the scheduled date as mentioned in the cover page. The first cover must contain self verified scanned copies of the following documents:
- (i) Detailed compliance of technical specifications in annexure –4 along with documents and relevant details to establish that the goods and the allied services to be supplied by the Bidder conform to the requirement of the tender documents such as Make & Model, functioning procedure, drawing, structure certificate, data, leaflet/brochure of the equipment.
 - (ii) Tender Acceptance Form as per annexure-6 alongwith all documents mentioned.
 - (iii) 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, Copy of ISO/BIS Certificate.
 - (iv) If the offer is submitted by authorized representative, he should submit authorization letter from the manufacturer (as per annexure-5) for submitting offer for this tender, otherwise tender offer of the firm shall not be considered and liable for rejection.



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- (v) Scanned copies of atleast two (02) numbers of the quoted/similar Equipment/Instrument in the last five years to PCBs, Govt Ministries/Department/Public Sector Undertaking/Scientific Institute of National/International Repute.
 - (vi) Certificate under direction issued by Ministry of Expenditure, Department of Expenditure in Annexure-9.
 - (vii) Undertaking in Annexure-10.
 - (viii) The bidder shall have to submit the copy of GST registration number
 - (ix) Income tax no. [PAN]
 - (x) An undertaking shall be submitted by the bidder, regarding whether they are not black listed in any Govt. organization / institutions.
 - (xi) The details of service station in Madhya Pradesh and India should be furnished with other details.
 - (xii) The bidder shall also provide Bank Name, Account Name, Account Number, Account Type, Branch IFSC Code for safer & easier payment transaction through RTGS/NEFT.
 - (xiii) Check List as per Annexure-A along with page numbers. If checklist submitted incomplete , tender may be liable for rejection.
- (b) Second Cover (Financial Bid):** Offers received in due time shall be evaluated technically by a committee constituted by the Competent Authority, M. P. Pollution Control Board and as per the recommendation of committee, depending upon the credentials submitted in 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.

B. Instructions to the Bidders on E-tendering:

- (i) The bidder shall submit their offer in accordance with this tender document.
- (ii) The bidder, after submitting its tender, is permitted to alter/modify its tender so long as such alterations/modifications are done within the deadline for the online submission of tenders. Any alteration/modifications in the tender thereafter is not permitted.
- (iii) No tender can be withdrawn after the deadline for online submission of tender and before expiry of the tender validity period. If a bidder withdraws the tender during this period, it will result in forfeiture of the earnest money furnished the the bidder in its tender.
- (iv) The Purchaser will open on-line the Technical bids on prescribed date and time. In case the specified date of tender opening falls on / is subsequently declared a holiday ar closed day for the Purchaser, the tenders will be opened at the appointed time and place on the next working day.



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- (v) Physical presence of the bidder at the time of opening of tender will not be essential in the e-tendering process. At the appointed time, the bid openers would open the bids online and the details of the technical bids offered by the bidders would be known to all on the portal.
- (vi) The first cover, i.e. Technical Bids will be opened on-line, first and evaluated by the Screening-cum-Technical Committee to assess that the goods and services offered are as per the technical specifications, necessary credentials and relevant documents.
- (vii) The Second Cover, i.e. Financial Bid 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 basic requirements along with submission of all required documents and formats, 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/compliance of the technical specifications and data/ documents provided in the bids as well as the actual performance of the equipment/ instruments being offered. Technical bids of the Bidders, who fulfill qualification criteria laid down in the tender document. If the details/data given in the technical bids are found in the conformity with the technical specification prescribed in the Annexure-1, performance/verification/testing of the equipment offered by the Bidders may be carried out by the representatives nominated by Screening-cum-Technical Committee, if required to ascertain the actual performance of the equipment/ instrument. Bidder, will arrange, at his cost, the demonstration of the equipment/instruments.
- (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 Supply, Installation, Commissioning and O&M charges which will be inclusive of Training, Demonstration, Testing etc (as applicable) for a period mentioned in the tender document.

C. SPECIAL CONDITIONS:

- (i) Prices quoted should be CIF New Delhi for imported equipment. Other charges like transportation, insurance, F.O.R. destination and installation charges should be quoted



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- separately. For indigenous equipment prices should be F.O.R. destination. The insurance charges, if any, must be included in the quoted price.
- (ii) Prices should be quoted for complete set of equipment including the cost of installation, minor civil works, electrical fittings and cabling etc(as applicable).
 - (iii) Accessories required [if any] for maintenance for a period of three years should be given separately.
 - (iv) The technical specifications along with layout of the display boards are shown in Annexure-1, 2 & 3. The technical compliance of the offered equipment should be furnished in Annexure –4.
 - (v) Bidders must give the comprehensive on-site warranty from the date of successful installation of Equipment for a period of one years with a undertaking “everything to be supplied by us hereunder shall be free from all defects and faults in material, workmanship and shall be of the highest quality and material of the type ordered, shall be in full conformity with the specification and shall be complete enough to carry out the experiments, as specified in the tender document”. In case of any claim arising out of this warranty, the Purchaser shall promptly notify the same in writing to the Supplier. Upon receipt of such notice, the Supplier shall, with all reasonable speed and within the time period prescribed, repair / replace the defective goods or parts thereof, free of cost, at the ultimate destination. The Supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Purchaser for such replaced parts/goods thereafter.
 - (vi) The offer should clearly mention make & model, name of the manufacturer, detailed specifications, detailed literature about the equipment/circuit diagram/drawing of the mechanism and any other information relevant to the equipment. For any printing error/mistake in final bid will be the responsibility of the bidder and no correspondence will be entertained by the Board in future.
 - (vii) In order to examine capability of the bidder and to check the reasonability of rates, the bidder should have supplied atleast two (02) numbers of the quoted/similar Equipment/Instrument in the last five years to PCBs, Govt Ministries/Department/Public Sector Undertaking/Scientific Institute of National/International Repute. Attach scanned copies of documentary proof to show that the Bidder has supplied the quoted instruments during last five years from the date of opening of technical bid.
 - (viii) The firm / manufacturer submitting the offer shall only quote for one most suitable model of the offered equipment whose specification matches the Board’s specifications. No alternate offers shall be considered and, if submitted, the offer shall be rejected. In case the manufacturer of any equipment authorizes more than one firm for submitting offer, then such offers shall be treated as rejected.



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- (ix) The earnest money (EMD) is required to protect the Purchaser against the Bidder's withdrawing or altering its bid during the validity period. 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. Earnest money of a Bidder will be forfeited, if the Bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The successful Bidder's earnest money will be forfeited if it fails to furnish the required performance security within the specified period.
- (x) Scanned copy of proof for submitting Tender fee online on the portal in First Cover. Offers without tender fee shall not be considered and their offer shall be treated as rejected.
- (xi) 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.
- (xii) An undertaking shall be submitted by the tenderer that they are not black listed in any Govt. organization / institutions in First Cover.
- (xiii) 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.
- (xiv) 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.
- (xv) The rate should be quoted on per square feet basis inclusive of all necessary accessories including internet /electricity monthly bill charges. Supplier shall supply the upgraded software to use this Board's display the data from various installed RTWQMS/CAAQMS/RTANMS data through Central Server from MPPCB, Bhopal (ESC and Board's website) and also capable to displaying data from local installation of RTWQMS/CAAQMS over internet, converting the data in to displayable format for the display board and transmitting the data to multiple display board over through internet. UPS of 2 KVA with 4 Hrs. backup, leased line internet connection with at least 2 MBPS, electric power supply and rain guard/canopy for display board should be supplied with the Boards. Bidder should have previous experience of similar nature with any Pollution Control Board or Govt. Institutions/Agencies.
- (xvi) One no. of LED Moving Message Display Board at each station is to be supplied, installed and maintained. MPPCB would identify location for installation of these display boards. The successful bidder shall also arrange telephone and electricity connections at the identified location and all the documents required for the connection shall be provided by the board. The Successful Bidder would bear the installation cost for these facilities and the monthly/recurring cost pertaining to their



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usage (monthly telephone, electricity and Internet bill) would also be borne by the Bidder. All other installation requirement for Display System is to be arranged by the successful bidder and cost for same should be included in bid price.

- (xvii) **Relocation of Station:** During contract period, if Board intends to shift LED Moving Message Display Board 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 LED Moving Message Display Board to other location without any extra cost including dismantling, loading & transportation, reinstallation and construction of foundation etc. at new location.
- (xviii) **Pre- Integrity Pact:** Prospective bidders have to sign a Integrity Pact as per the format given in annexure-8 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.
- (xix) 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 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:
- (1) "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.
 - (2) "Bidders from a country which shares a land border with India" for the purpose of this order means:
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint where any member of the consortium or joint venture fall under any of the above.
 - (3) The beneficial owner will be as under":
 - (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more



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

Explanation:

- a) "Controlling ownership interest" means ownership of or entitlement to more than twenty- five percent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreement;
 - (ii) 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;
 - (iii) 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;
 - (iv) 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;
 - (v) 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.
- (4) An agent is a person employed to do any act for another, or to represent another in dealings with third person.
- (5) 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.

D. 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 shall be rejected forthwith.
- (iii) The indigenous equipment, for which an order has been placed, after acceptance of the tender, shall have to be delivered, installed & demonstrated to the consignee mentioned in the supply order within 60 days from the date of issue of supply order.



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In case of late supply of the material, 2% per month penalty shall be charged up to one month, there after supply order shall be treated as cancelled and earnest money shall be forfeited and the supply order shall be issued to the second lowest firm. The maximum penalty for late supply shall not exceed 10% of the total ordered value. In case of unavoidable delay in supply a prior permission shall be obtained for extension in delivery period.

- (iv) The time limit for the supply of imported equipment shall be 90 days from the date of opening of letter of credit, which can be relaxed for additional 15 days by the Member Secretary. Any further extension shall be subject to the previous sanction of the Chairman. After scheduled time limit, 2% per month penalty or maximum penalty up to 10% of the total ordered value should be levied.
- (v) If the tenderer is not a manufacturer himself, should have a facility for repairing and maintenance of the instrument. The details of service centers in Madhya Pradesh and India should be furnished along with other details.
- (vi) It shall be the responsibility of the tenderer to deliver the material to the consignee in sound condition without any damage. Any damage or loss during transit shall be on the account of the tenderer.
- (vii) The tenders shall be valid for a period of 360 days from the date of opening of Technical Bids (First Cover). In exceptional circumstances, the Board may in writing or by e.mail, solicit the Bidder's consent to an extension of the period of the Bid validity. If the Bidder agrees to the request for extension, the Bid Security shall also be extended for an equivalent period of time. Any Bidder may refuse to extend the validity of his Bid without forfeiting his Bid Security, but the Bid will not be considered. Bidders granting the requests for extension of the Bid validity will not be required or permitted to modify their Bids.
- (viii) The prices should include all taxes like GST tax, excise tax or any other tax.
- (ix) The approved firm / manufacturer shall have to submit 5% security deposit of the ordered value in the form of Demand Draft/FDR/Bank Guarantee (Annexure-7) towards Performance Security for a period of 12 months along with the acknowledgement of supply order as a token of its acceptance, other wise 5% amount shall be deducted from the total ordered value.
- (x) In case the approved tenderer fails to effect supply, within the specified period as per work order, the earnest money is liable to be forfeited.
- (xi) The consignee or any other officer authorized by the Board shall have the right to reject any or all the items of the supply, if they do not confirm to specifications mentioned in the supply order. The rejected items shall be lifted by the tenderer at their own cost. The consignee will not be responsible for the custody and safety of such items.



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- (xii) The Board reserves its rights to affect any reasonable increase or decrease in the quantity or number of items at the time of issue of supply order in the interest of the Board.
- (xiii) The bidder/Indian representative should quote a price for delivery of items at the respective site. MPPCB will provide concessional custom duty exemption certificate to local representative of the seller for the foreign manufactured items consigned to MPPCB. The bidder will have responsibility of clearance of goods from custom after paying the mandatory custom duty and completing all necessary formalities for custom clearance. After custom clearance, the bidder will transport the goods to all designated sites. All the charges should be included in the price bid (BoQ). This office will open the letter of credit [L/C] as may be required and will only sign the documents wherever required.
- (xiv) In case, if any supplier quote their rates in Indian Rupees for imported equipment and do not require custom duty exemption certificate from the Board, then the supplier has to submit import document like bill of entry, custom duty paid and NMI [Not manufactured in India] certificate from the manufacturer.
- (xv) The tenderer is expected to examine all instructions, forms, terms and conditions and specifications mentioned in the bid document. Failure to furnish all information required by the bid documents of submission of a bid not substantially irresponsive to the bid document in every respect will be at the tenderer's risk and may result in the rejection of its bid.
- (xvi) The terms of payment shall be as under:
 - [A] **Indigenous Items:** 100% of the cost of material would only be paid after receipt, satisfactory installation and demonstration of the equipment / material at site and after receipt of verified bill from the respective consignee along with certificate as per Annexure -11 of the tender document.
 - [B] **Imported equipment:** The letter of credit will be opened for total ordered value, but 50% of the cost will be released on receipt of shipment documents such as Air Way Bill, Commercial Invoice, Packing List etc. of the material and balance 50% payment shall be released only after receipt, satisfactory installation & demonstration of the equipment at site along with certificate as per Annexure -11 of the tender document.
- (xvii) Conditional offers will not be accepted and liable for rejection.
- (xviii) In case of human error regarding labeling of Envelop, the committee constituted for the opening of Envelope shall take appropriate decision.
- (xix) In case of any dispute the decision of Competent Authority, M. P. Pollution Control Board shall be final & binding.



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- (xx) 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.

Director (Environment)



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SCOPE OF WORK

M. P. Pollution Control Board intend to procure and establish LED Moving Message Display Boards at 12 locations in Madhya Pradesh. These display boards shall be equipped with upgraded software to display the data from various installed RTWQMS/CAAQMS/RTANMS data through Central Server from MPPCB, Bhopal (ESC and Board's website) and also capable to displaying data from local installation of RTWQMS/CAAQMS over internet, converting the data in to displayable format for the display board and transmitting the data to multiple display board over through internet.

- (i) The trained technical staff (to be provided by the bidder) shall be available round the clock to maintain all the stations for contract period.
- (ii) Complete supply, installation, commissioning and Operation and Maintenance (O&M) Services up to five years shall be in the bidder's scope. All manpower and tools etc., software required shall be in the bidder's scope.
- (iii) Laying of all cables for installation and commissioning of LED Moving Message Display Boards shall be in bidder's scope of work.
- (iv) The full insurance of the offered LED Moving Message Display Boards shall be in the bidder scope during the warranty period /O&M contract.
- (v) All charges such as Lease Line for internet and Broadband (for station) and data card as more communication (for display board and any other advanced upgraded communication system and other incidental charges such as monthly bill of electricity and internet charges bourn by the bidder.

Operation & Maintenance of LED Moving Message Display Boards:

The Contractor's responsibilities shall include without limitations the following works to be carried out on the LED Moving Message Display Boards installed under this Contract during the Operation & Maintenance of the display boards:

- (a) Operation and Maintenance of all the commissioned equipments and amenities 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 12 LED Moving Message Display Boards (including all equipment) for O&M after execution of Indemnity Bond as per tender document.
- (c) The Contractor shall provide to the owner a monthly summary of all operation and maintenance activities performed by the contractor during each month.
- (d) Operation and Maintenance Obligations: In implementing its obligations to operate and maintain the facility under this Contract, the Contractor shall:
- (e) Undertake comprehensive maintenance including i.e. schedule and breakdown maintenance & repair at site and keep Board Informed regarding status of equipments.
- (f) 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 display boards operational.
- (g) Take reasonable action to assure that the Personnel deployed at locations of display boards and any subcontractors and agents are provided with a work place in



M. P. Pollution Control Board

E – 5, Paryavaran Parisar, Arera Colony, Bhopal

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compliance with applicable Law.

- (h) Keep the Display Boards clean, well maintained and in good working condition.
- (i) Security: It is the duty of the Contractor to secure the movable, immovable and other properties of the Owner at the locations of display boards. 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.
- (j) 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.
- (k) Unscheduled maintenance: Perform all unscheduled maintenance and repair 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.
- (l) The Contractor shall source all the spares required for maintenance & repair of the installed equipment from O&M only.
- (m) The Operator shall not:
- (n) Make any modifications as to the display boards/ locations, other than in an Emergency, without the prior written approval of the Owner, or
- (o) 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.
- (p) The Contractor shall purchase spare parts, materials, supplies and other consumable items, and maintain an inventory thereof, for the display boards. 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.
- (q) The Contractor shall review all applicable Laws and initiate and maintain such prosecution, procedures and operating plans relating to operation of the display boards as are necessary to comply therewith or assist the owner in complying therewith as the case may be.
- (r) The Contractor shall operate the equipment as per the laid out standards in the operating manual of the equipment and providing data to MPPCB on daily basis in the suggested format.
- (s) The LED Moving Message Display Boards 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 except adverse natural conditions.
- (t) Provide access to the owner to the Display Board sites and its data at all reasonable times and as and when required.
- (u) Provide the operational date required to all competent authorities including, Government of India or concerned State Governments.
- (v) On line display of data from MPPCB/CPCB server.
- (w) The Contractor shall ensure accuracy of the data provided as per standards.

Handing Over of Display Boards: 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 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.



M. P. Pollution Control Board

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Penalties:

- i. During O&M period, in case of any display board failure, penalty will be charged by MPPCB @ Rs.1,000/- (one thousand) per day per display board 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).
- ii. For a failure of Data display:
- iii. 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 of display boards has to be replaced.
- iv. In case penalty in the year exceeds 30% as above, the Contractor shall be required to replace the defective display board (s) with new ones at his own cost, failing which the MPPCB shall have the right to terminate the O&M contract.



M. P. Pollution Control Board

E – 5, Paryavaran Parisar, Arera Colony, Bhopal

Phone: (0755) 2466191,2517628, Email:pur_mppcb15@rediffmail.com Web:www.mppcb.mp.gov.in

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

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



M. P. Pollution Control Board

E – 5, Paryavaran Parisar, Arera Colony, Bhopal

Phone: (0755) 2466191,2517628, Email:pur_mppcb15@rediffmail.com Web:www.mppcb.mp.gov.in

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



M. P. Pollution Control Board

E – 5, Paryavaran Parisar, Arera Colony, Bhopal

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

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

Director (Environment)



M. P. Pollution Control Board

E – 5, Paryavaran Parisar, Arera Colony, Bhopal

Phone: (0755) 2466191,2517628, Email:pur_mppcb15@rediffmail.com Web:www.mppcb.mp.gov.in

Annexure-“1”

SPECIFICATION OF LED MOVING MESSAGE DISPLAY BOARD

S.N.	Specification	Requirement
1.	Size of display System	04 feet X 08 feet (Four Nos.) and 08 feet X 12 feet (Eight Nos.) (Rates must be quoted on per square feet basis)
2.	Visibility range	200 Meters (Day Time)
3.	Nos. of display Line	4
4.	Display of colour elements	P-10 or upgrade Multi Color (Red, Green and Blue)
5.	Minimum life span of the system	10 years
6.	Smallest Character Size	260 mm x 190 mm (approx.)
7.	Operating and Non Operating Temperature	0 – 50 ° C
8.	Humidity Tolerance Range	0 – 100%
9.	Languages supported by the display	English & Hindi
10.	Color Gradient	Cluster LED based
11.	Display Characters	The display should be in at least four columns such as Serial No., Parameters, Concentration Limit, Standard Limits with AQI Index. The display of above variable data should be supported with moving messages / slogans to be changed from time to time.
12.	Input Power requirement	Cluster LED based
13.	Display Mounting	Display Mounting Weather proof casing to cope up with local condition. The system should be uni-pole mounted including civil and erection work to withstand extreme weather conditions.
14.	Structural Support	<ol style="list-style-type: none">1. Structure Type: Uni-pole2. Design Code: AISC-10/MBMA-123. Design Wind Speed: 150 Kms/Hr; IS 875-Part-III-20154. Certification: BICS (Bureau of Industrial Consultancy Services or any competent authority)5. System to Accommodate UPS, Batteries maintenance platform and safety railing6. GA drawing and layout as per the attached annexure-2
15.	Computer System	Software compatible with latest version.
16.	Software	Specification of Cloud-based LED display central software as per annexure-3
17.	General	The display system should be capable to transfer the data from computer to Display Board through Modem System or other relevant technology. The system should also have the facility to display the environment message, environmental picture, films through video camera / VCR / CD Player or other advance technology etc. for public awareness.
18.	The rate should be quoted on per square feet basis inclusive of all necessary	

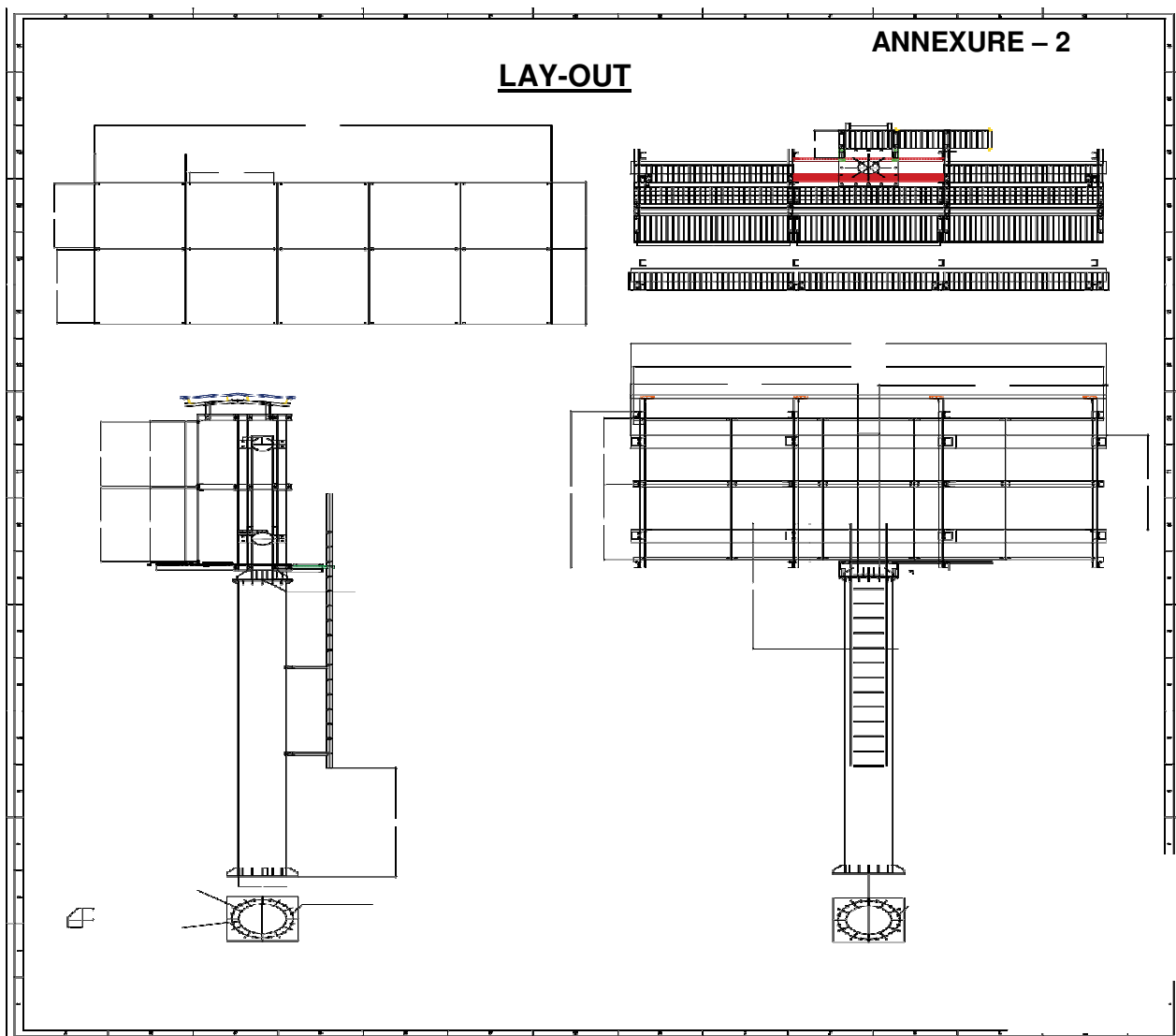


M. P. Pollution Control Board

E – 5, Paryavaran Parisar, Arera Colony, Bhopal

Phone: (0755) 2466191,2517628, Email:pur_mppcb15@rediffmail.com Web:www.mppcb.mp.gov.in

	accessories including internet /electricity monthly bill charges.
19.	Supplier shall supply the upgraded software to use this Board's display the data from various installed RTWQMS/CAAQMS/RTANMS data through Central Server from MPPCB, Bhopal (ESC and Board's website) and also capable to displaying data from local installation of RTWQMS/CAAQMS over internet, converting the data in to displayable format for the display board and transmitting the data to multiple display board over through internet. UPS of 2 KVA with 4 Hrs. backup, leased line internet connection with at least 2 MBPS, electric power supply and rain guard/canopy for display board should be supplied with the Boards. Bidder should have previous experience of similar nature with any Pollution Control Board or Govt. Institutions/Agencies.
20.	The panel should have "IoT based Fault Alert Mechanism", which can generate real – time alert messages on partial or total failure of LED module of panel or in panel or on failure of any function of panel. The "alert" to be delivered on mobile phones through SMS/WhatsApp.





M. P. Pollution Control Board

E – 5, Paryavaran Parisar, Arera Colony, Bhopal

Phone: (0755) 2466191,2517628, Email:pur_mppcb15@rediffmail.com Web:www.mppcb.mp.gov.in

ANNEXURE – 3

Cloud-based LED display central software specifications

Cloud-based LED display central software should be capable of acquiring the data from Continuous Ambient Air Quality Stations (CAAQMS), Ambient Noise Monitoring Terminals (ANMT), and Continuous Effluent Monitoring Systems (CEMS), Real time Water Quality Monitoring System (RTWQMS) over secured encrypted channels.

The Cloud-based LED display central software should be capable of calculating Air Quality Index (AQI)/WQI as per the Central Pollution Control Board (CPCB) guidelines.

The Cloud-based LED display central software should have the feature to add and configure the Continuous Ambient Air Quality Stations (CAAQMS), Ambient Noise Monitoring Terminals (ANMT), and Continuous Effluent Monitoring Systems (CEMS), Real time Water Quality Monitoring System (RTWQMS) and LED display boards through the user interface.

The Cloud-based LED display central software should be capable of creating and uploading particular LED display board specific templates.

The Cloud-based LED display central software should have the web based status page show of latest data sync date time of all Continuous Ambient Air Quality Stations (CAAQMS), Ambient Noise Monitoring Terminals (ANMT), and Continuous Effluent Monitoring Systems (CEMS), Real time Water Quality Monitoring System (RTWQMS) and LED display boards.

The Cloud based central software should send Email and SMS alerts whenever data is not received from the Ambient Air Quality Stations (CAAQMS), Ambient Noise Monitoring Terminals (ANMT), and Continuous Effluent Monitoring Systems (CEMS), Real time Water Quality Monitoring System (RTWQMS) and when any Led display board is down.

The Cloud-based LED display central software should generate log files for future reference.

The Cloud-based LED display central software should maintain long term historical data, for auditing & future reference.

The LED display data sending software:

The LED display data sending software should be capable acquiring the real time data from csv file, text file and from any database residing in data logger of Ambient Air Quality Stations (CAAQMS), Ambient Noise Monitoring Terminals (ANMT), and Continuous Effluent Monitoring Systems (CEMS), Real time Water Quality Monitoring System (RTWQMS).

The LED display data sending software should be of sending data in JSON or CSV formats to support low bandwidth & high latency networks to a Cloud-based central server, on configured time periods.

The LED display data acquisition software:



M. P. Pollution Control Board

E – 5, Paryavaran Parisar, Arera Colony, Bhopal

Phone: (0755) 2466191,2517628, Email:pur_mppcb15@rediffmail.com Web:www.mppcb.mp.gov.in

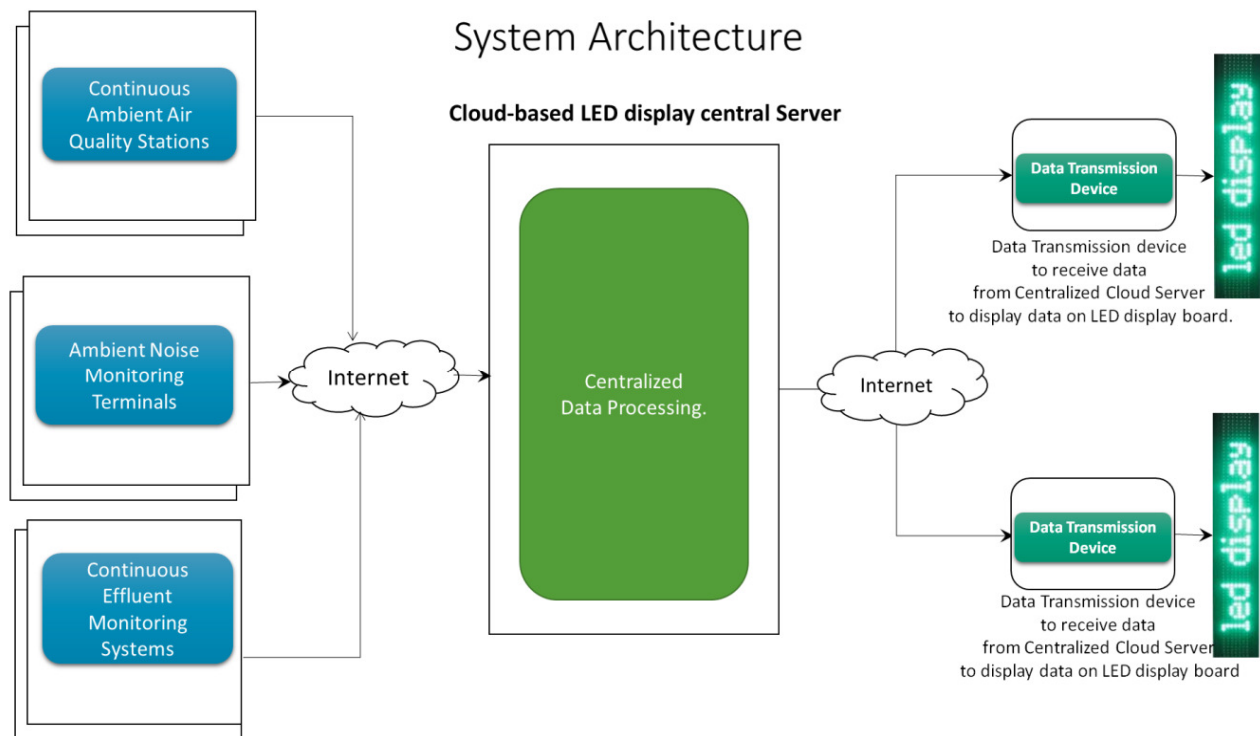
The LED display data acquisition software should be capable of acquiring data from a Cloud-based central server, on configured time periods.

The LED display data acquisition software should be capable of acquiring Air Quality Index values from the Cloud-based the central server, on configured time periods.

The LED display data acquisition software should be capable of acquiring data in JSON or CSV formats to support low bandwidth & high latency networks.

The LED display data acquisition software should have the feature to acquire data from Cloud-based LED display central software, for only configured Ambient Air Quality Stations (CAAQMS), Ambient Noise Monitoring Terminals (ANMT), and Continuous Effluent Monitoring Systems (CEMS).

System Architecture:





M. P. Pollution Control Board

E – 5, Paryavaran Parisar, Arera Colony, Bhopal

Phone: (0755) 2466191,2517628, Email:pur_mppcb15@rediffmail.com Web:www.mppcb.mp.gov.in

Annexure – 4

(Tender No. MPPCB/Pur./02/2021-22)

(Supply, Installation, Commissioning of LED Moving Message Display Boards)

TENDER SPECIFICATIONS VS OFFERED SPECIFICATIONS

Sl. No.	Tender Specifications as specified in Annexure 1,2,& 3	Offered Specifications	Documentary evidence/ leaflet enclosed/Page no.

Signature of Bidder
Name
Business Address

Place: -----

Date : -----



M. P. Pollution Control Board

E – 5, Paryawaran Parisar, Arera Colony, Bhopal

Phone: (0755) 2466191,2517628, Email:pur_mppcb15@rediffmail.com Web:www.mppcb.mp.gov.in

Annexure-5

MANUFACTURER'S AUTHORIZATION FORM

(To be issued by the Manufacturer after the opening date of this tender, otherwise it will not be considered as a valid proof of Manufacturer's Authorization)

Tender no. MPPCB/Pur./02/2021-22

(Supply, Installation, Commissioning LED Moving Message Display Board)

To,

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

Dear Sir,

Ref.: Your Tender Document No. MPPCB/ Pur./02/2021-2022.

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

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

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

Yours Faithfully,

(Signature with date, name and designation)

For and on behalf of M/s

(Name & address of the Manufacturer)

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



M. P. Pollution Control Board

E – 5, Paryavaran Parisar, Arera Colony, Bhopal

Phone: (0755) 2466191,2517628, Email:pur_mppcb15@rediffmail.com Web:www.mppcb.mp.gov.in

Annexure – 6

TENDER ACCEPTANCE FORM (To be submitted on Letter Head) Tender no. MPPCB/Pur./02/2021-22

(Supply, Installation, Commissioning of LED Moving Message Display Board)

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

Bidder

1. Name of the Bidder-----
2. Address-----
3. Email-----
4. Phone-----
5. Income Tax Permanent Account Number (PAN)-----
6. Name and Complete Address of the Bidder's Bankers-----
(a)-----
(b)-----
7. Name and Designation of the Person Digitally signing and submitting the tender-----

8. Is the person digitally signing and submitting the tender authorized by the Bidder? (Yes/No)
(Please enclose scanned copy of the Board's resolution authorizing the person to submit the bids without which the tender will be rejected)
9. Whether business dealings with the Bidder currently stand suspended/banned by any Ministry/Department of Government of India or any State Govt. (Yes/No)

Qualification

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

2018-2019-----
2019-2020-----
2020-2021-----
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 2018-19 to 2020-21/ Last three financial year)



M. P. Pollution Control Board

E – 5, Paryavaran Parisar, Arera Colony, Bhopal

Phone: (0755) 2466191,2517628, Email:pur_mppcb15@rediffmail.com Web:www.mppcb.mp.gov.in

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

Offer

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

Technical documents to be enclosed

6. Technical Literature/Brochure of the Item quoted and Clause-wise response/compliance to requirement specified in Annexure-4 of the Tender Document. You may furnish additional information/clarification, documents, etc. in support of your offer.
7. Do you have your own set up in India to provide the maintenance during and after warranty period?
8. If yes, please provide details (in 100 words) including experienced manpower & resources details and enclose relevant documents
9. Do you have any agreement with any other manufacturer or reputed agency to act as Manintenance contractor to provide maintenance during warranty and post warranty period? (Yes/No)
10. Please provide details (in 100 words) and enclose a copy of the agreement, including previous experience and manpower details of the proposed agency in maintance of similar type of equipment/Instruments.
11. Does the OEM/Its Authorized representative agree to provide Spares and Consumables for 10 years of trouble free operation and maintenance? (Yes/No)
12. Does the OEM/Its Authorized representative agree to provide After Sales Service /Post Contractual support i.e. repair, maintenance, supply of spares parts etc and will take up the post warranty AMC when asked to do so? (Yes/No)
13. Have you submitted the EMD as prescribed in Tender Document ? (Yes/No)
14. Have you enclosed the following documents? (Yes/No)
 - (a) Scanned copy of the proof for submitting EMD online on the Portal? (Yes/NO)
 - (b) Tender Accepance Form as specified in the Tender? (Yes/No)
 - (c) Documents and relevant details to establish that the goods offered conform to the requirement of the tender documents and Technical Literature/Brochure etc. (Yes/No)
 - (d) Power of Attorney of Firm/resolution of Board of Directors of company for person or persons authorized to sign the Tender; (Yes/No)
 - (e) Authorization letter by the OEM (Manufacturer) or self declaration letter by OEM (if OEM is bidding); (yes/No)
 - (f) GST Registration Certificate and latest GST deposit receipt (in case of Indian Bidder) (Yes/No)
 - (g) An Undertaking to the effect that the Price Bid does not contain any condition/options whatsoever of the price demanded for sale. (Yes/No)
 - (h) Certificate for Non-blacklisting of firm and non-registration of criminal case? (Yes/No)
 - (i) Certified published annual reports showing the turnover and financial results. (Yes/No)
 - (j) Purchase orders and Performance Reports for the offered equipment/Instruments from Government Ministries/Departments/PSUs/Scientific Institutes of National Repute. (Yes/No)
 - (k) Warranty Certificate for three years of Comprehensive Warranty. (Yes/No)
 - (l) List of spares and Consumables required for 10 years trouble free operation and maintenance along with a certificate that Spares & Consumables will be provided for at least 10 years. (Yes/No)



M. P. Pollution Control Board

E – 5, Paryavaran Parisar, Arera Colony, Bhopal

Phone: (0755) 2466191,2517628, Email:pur_mppcb15@rediffmail.com Web:www.mppcb.mp.gov.in

(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:



M. P. Pollution Control Board

E – 5, Paryavaran Parisar, Arera Colony, Bhopal

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Annexure-7

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

Tender no. MPPCB/Pur./02/2021-22

(Supply, Installation, Commissioning of LED Moving Message Display Board)

To,

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

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

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

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

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

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

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

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

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

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

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

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

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



M. P. Pollution Control Board

E – 5, Paryavaran Parisar, Arera Colony, Bhopal

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Annexure-8

PRE- CONTRACT INTEGRITY PACT

Tender no. MPPCB/Pur./02/2021-22

(Supply, Installation, Commissioning of LED Moving Message Display Board)

General:

This Pre-Bid Pre Contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of.....2021, between, MPPCB, An autonomous body acting through (Member Secretary, MPPCB, Bhopal) hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in Office and assigns of the First Part and M/s represented by Shri, Chief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

NOW, THEREFORE,

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

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

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

Commitments of the BUYER

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



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

Commitments of BIDDERS

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

- 1.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, 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



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E – 5, Paryavaran Parisar, Arera Colony, Bhopal

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functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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

2. Previous Transgression

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



M. P. Pollution Control Board

E – 5, Paryavaran Parisar, Arera Colony, Bhopal

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3. Sanctions for Violations

- 3.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
- (i) To immediately call of pre-contract negotiation without assigning any reason or giving any compensation to the BIDDER. However the proceedings with the other BIDDER (s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER ad the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money (s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER (s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.\
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.



M. P. Pollution Control Board

E – 5, Paryavaran Parisar, Arera Colony, Bhopal

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3.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

3.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor (s) appointed for the purposes of this Pact.

4. **Fall Clause**

4.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

4.2 **Facilitation of Investigation:** In case of any allegation of violation of any provisions of this Pact or payment of Commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

4.3 **Law and Place of Jurisdiction:** This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat/place of the BUYER.

4.4 **Other Legal Actions:** The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

4.5 **Validity:** The validity of this Integrity Pact shall be from date of its signing and extend 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.



M. P. Pollution Control Board

E – 5, Paryavaran Parisar, Arera Colony, Bhopal

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

BUYER

Name of the Officer.
Designation
MPPCB, Bhopal

BIDDER

CHIEF EXECUTIVE OFFICER
Name of Firm/Agency

Witness

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

Witness



M. P. Pollution Control Board

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Annexure-9

Tender no. MPPCB/Pur./02/2021-22

(Supply, Installation, Commissioning of LED Moving Message Display Board)

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

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

Note: Please delete whichever is not applicable.

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

Place:
Date:



M. P. Pollution Control Board

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Annexure-10

UNDERTAKING

Tender no. MPPCB/Pur./02/2021-22

(Supply, Installation, Commissioning and Operation & Maintenance of LED Moving Display Board)

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 Instrument / System, the receipt of which is hereby acknowledged. We, the undersigned, offer to supply, delivery and install the following:

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

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

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

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

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

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

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

Dated this..... day of2022

Signature of authorized Person, Name with Stamp & Full Address



M. P. Pollution Control Board

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Annexure-11

CERTIFICATE OF SUPPLY, INSTALLATION & COMMISSIONING

Tender no. MPPCB/Pur./02/2021-22

(Supply, Installation, Commissioning of LED Moving Message Display Board)

F. No.-----

Dated-----

1. Reference of Purchase Order-----

2. It is certified that:

(a) M/s Have completed the supply, installation and Commissioning of the Equipment/Instrument, Model....., Serial No..... on dated..... at designated site.....(Name of the site)

(b) The process of handling/taking over of the aforesaid system, accessories and services specified in the Contract to the satisfaction of the Purchaser, has been completed on dated

(c) The aforementioned Equipment/Instruments worked satisfactorily during the trial period of 15 days starting w.e.f(date) to (date)

For Contractor

Witness:
Signature
Name
Designation
Address
Date

For Purchaser

Witness:
Signature
Name
Designation
Address
Date



M. P. Pollution Control Board

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Annexure-12

INDEMNITY BOND FOR HANDING OVER REAL TIME AMBIENT NOISE MONITORING SYSTEMS INCLUDING ALL EQUIPMENT TO THE O&M CONTRACTOR

This Indemnity Bond is made this Day of 20.....
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 favour of M. P. Pollution Control Board with Office at (M.P.) 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 four nos. of Real Time Ambient Noise Monitoring System (RTANMS) 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 Real Time Ambient Noise Monitoring System (RTANMS) 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 criminal breach of trust on the part of the Contractor for all intents and purposes including legal / penal consequences.
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, misutilised 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.



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E – 5, Paryavaran Parisar, Arera Colony, Bhopal

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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 mis- utilised 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 Authorised Person

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

Witness I

- Signature
- Name
- Address

Name
Signature
Designati
on
Authorized representative

Witness II

- Signature
- Name
- Address

(Common Seal)
(In case of Company)



M. P. Pollution Control Board

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Annexure-13

FORMAT OF FINANCIAL BID (UN-PRICED)

Tender no. MPPCB/Pur./02/2021-22

(Supply, Installation, Commissioning of LED Moving Message Display Board)

S.No.	Item Description	Qty.	Units	Unit Rate (Rs.)	GST in Percentage (%)	Total Amount (Rs.)
1.	Supply, Installation and Commissioning of LED Moving Message Display Board:					
1(a)	Supply, Installation and Commissioning of LED Moving Message Display Board including all accessories such as Data Transmission Device, Transport, Civil, Structure Support, IoT based Fault Alert Mechanism, Insurance, Commissioning and other recurring charges such as Electricity and Internet Expenditure, Power Backup facility,Softwares/Hardwares, etc. as mentioned in Tender Document	01	Per Square Feet			
2.	Operation & Maintenance (O&M) Charges:					
2(a)	During Warranty Period / First Year	01	Each Display Board			
2(b)	Second Year	01	Each Display Board			
2(c)	Third Year	01	Each Display Board			
2(d)	Forth Year	01	Each Display Board			
2(e)	Fifth Year	01	Each Display Board			
Total in Figures						