

**TENDER NOTICE**  
**NO. MPPCB/PURCHASE/03/2012-13**

**TENDER DOCUMENT**

**FOR ENTERING RATE CONTRACT FOR  
SUPPLY OF INDIGENOUS & IMPORTED  
CHEMICALS, GLASSWARE**



**Year: 2012 - 13**

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M. P. Pollution Control Board  
E-5 Sector, Paryawaran Parisar,  
Arera Colony, Bhopal - 462016

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# **M. P. POLLUTION CONTROL BOARD**

**PARYAWARAN PARISAR, E-5, ARERA COLONY, BHOPAL – 16**

Phone: [0755] 2466191/2464428 Fax: [0755] 2463742 E-mail: [it\\_mppcb@rediffmail.com](mailto:it_mppcb@rediffmail.com)

## **TENDER NOTIFICATION NO. MPPCB/PUR./03/2012-13**

Sealed tenders are invited from reputed manufacturers [approved by BIS/ISO for quality and precision] for entering into Rate Contract for supply of indigenous & imported chemicals [of brands Emerck, Rankem, Qualigens/Fisher scientific, SD fine chem., HiMedia- for culture media only] and glassware [of brands Borosil, Rievera, ASGI, SD Fine]. Sealed tenders shall be received till 22.10.2012 at 1.00 PM and shall be opened on the same day at 3.00 PM. For further details please refer Board's Web site [www.mppcb.nic.in](http://www.mppcb.nic.in) and [www.govtenders.nic.in](http://www.govtenders.nic.in) free of cost.

SD/-  
**[R. K. Jain]**  
**Member Secretary**

# **TENDER DOCUMENT**

## **FOR ENTERING RATE CONTRACT FOR SUPPLY OF INDIGENOUS & IMPORTED CHEMICALS AND GLASSWARE**

### **INTRODUCTION:**

The laboratories of M. P. Pollution Control Board are in frequent requirement of chemicals and glassware. In order to simplify the process of procurement, M.P.P.C.B. desires to procure laboratory chemicals and glassware through entering into Rate Contract for its laboratories spread over whole of the state.

In this connection, you are requested to submit the best competitive offer strictly as per instructions and terms & conditions mentioned in the tender document.

### **INSTRUCTIONS TO THE BIDDERS:**

#### **1. Preparation of Bids:**

- [a] Tenders must be sealed and super scribed with “ Rate Contract for Chemicals & Glassware”
- [b] Tenders must be addressed to Member Secretary, M. P. Pollution Control Board, E-5, Arera Colony, Paryawaran Parisar, Bhopal – 462016. The last date for submission of tender is 22. 10. 2012 by 1.00 PM and the same shall be opened on the same day at 3.00 PM in the presence of bidders, who wish to participate.
- [c] Opened / Unsealed Tenders in any form shall not be accepted.
- [d] Tenders / quotations must be sent in advance, so that it reaches the destination on or before the due date and time. Quotations received after the due date and time shall not be considered at all. The Board shall not be held responsible for any postal delay, if any.
- [e] Conditional and ambiguous and late / delayed tenders shall be rejected summarily.
- [f] Incomplete tenders in any form shall be treated as non-responsive and non acceptable.

## **2. Scope of Contract:**

- [a] The supplier will have to maintain sufficient stock of the standard quality of all items to avoid inconvenience to the Board.
- [b] In case of failure or refusal to supply, the contract is liable to be cancelled at the risk and cost of supplier. Any extra cost involved in arranging supply from alternative source will be recovered from rate contract holder.
- [c] All chemicals should be of Analytical Reagent grade (AR Grade) or above and Glassware should be of Borosilicate Glass - Class "A" with certificate. The stores so supplied will have to be of high quality and grade and in the event of substandard / inferior quality; the supplier is liable to be blacklisted.
- [d] All the bids will be opened as per the date and time specified in the tender document. If desire, bidder's representative may attend the same.

## **[3] Period of Contract:**

The Rate Contract [RC] shall be for a minimum period of one year from the date of award of contract unless cancelled by the Board before the expiry of the period at its discretion. However, the contract may be extended beyond one year, if so agreed to, by both the parties. The rates shall remain valid for a period of minimum one year and there will be no change in price structure during the currency of the contract except, if the statutory levies are otherwise made applicable by the Govt. through notification / regulations. Enlistment can be cancelled at any time if the firm found as a habitual defaulter or supplying sub-standard material or for any reason or non-compliance of the terms and condition of the RC. It may be noted that price / rate should not be higher than the market price at the point of time of supply and if such documentary evidence / es would be made available, only market price would be payable to the supplier. The Board has the option to renegotiate the price with the supplier / rate contract holder at any time within the period of contract & if there is strong reasons & necessary, negotiation may be possible before entering in to contract.

**[4] Board's Obligations:**

- **Opening of tenders:** The tenders will be opened by the committee of Board. Bidder / their representative may attend Price bid opening as per the mentioned / intimated schedule.
- Board is exempted in terms of Government Notification no. 51/96-customs dt. 23 July 1996 and Notification no. 10 /97 – central Excise Dt. 1 March 1997 from paying Custom / Excise duty on procurement of stores vide the Department of Scientific & Industrial Research certificate.
- Our Board is not entitled to issue either form “C” or “D” to avail concessional Sales Tax. Hence, the exact percentage of total sales tax / VAT is to be mentioned by the bidder.

**[5] Liabilities of the Bidders:**

- [i] Material should be door delivered at various laboratories located in Madhya Pradesh.
- [ii] Delivery must be made immediately preferably within 2-3 week after placement of order either directly or through their dealer network unless otherwise specified.
- [iii] If the supplier fails to deliver the stores within the allotted delivery period as specified above, the purchaser may procure goods or service similar to those un-delivered upon such terms and in such manner as it deems appropriate from any other firm / alternative source and the supplier will be liable to the purchaser for any excess cost.
- [iv] Part supply is normally not acceptable. But may be allowed on genuine cases, on written request only and permission of user.
- [v] Manufacturer's Price List / catalogue / Brochure / pamphlet etc must be sent along with the offer, failing which, the offer will not be considered. If your firm is selected for entering rate contract, five copies of same price list are to be sent to our Central laboratory, Bhopal and other Regional Laboratories situated at Indore, Ujjain, Gwalior, Rewa, Jabalpur, Satna, Sagar, Vijaypur [Guna], Shahdol and Singrauli.

- [vi] Soft copies of price of the products can also be submitted in the form of CDs / any non- volatile portable form.
- [vii] Offered basic price must not be higher than price displayed by manufacturer on their website / price list / MRP on cover / genuine & authentic documentary evidence. Price list must be stamped and signed with date by the bidders.
- [viii] Discount: Please quote maximum discount on your price list as applicable to Government Research institutes. Discount must be indicated in words as well as in figures.
- [ix] For any rate contract items / Quantities / frequencies demand etc., if manufacturer has any discount offer / free gift scheme, the same shall have to be passed on to Board, without any additional cost.
- [x] Mere submission of application / proposal does not imply acceptance of the same at this end and the firms will be enlisted only after meeting the laid down qualifying parameters for which our decision will be final.
- [xi] Specification and Make: tenders should be given for reputed brand / make (Chemicals of brands Emerck, Rankem, Qualigens/Fisher scientific, SD fine chem., HiMedia- for culture media only and glassware of brands Borosil, Rievera, ASGI, SD Fine.) Client list along with the previous purchase order copies of similar item [s] supplied to any Central /State Pollution Control Boards / any Govt. organization including details of price & all charges must be attached.
- [xii] Mode of Dispatch: Delivery must be up to FOR destination at their own risk / cost i.e free delivery at our laboratories located in Madhya Pradesh.
- [xiii] Delivery period: Delivery must be made immediately i.e two – three weeks after placement of order either directly or through their dealer network unless otherwise specified. In case of Ex-stock, the rates of transport, F&F, Insurance etc. must be included in your price.
- [xiv] Insurance: In the case of FOR destination, insurance should also be covered by supplier. The goods should be insured against all risks from ware house to ware house basis. The insurance charges, if any, must be included in your price.

[xv] Packing & Forwarding: Rate must include packing & forwarding charges.

[xvi] Printed terms and conditions of the bidder on their offer / literature/letter etc. will not be bidding on us.

**[6] Authorized Local Dealer / Stockiest:**

The manufacturers / firms /principals shall furnish the name and address of their local Stockiest / Dealer so that the copies of orders can be endorsed to them for expeditious supply. In such cases where local dealer / stockiest has been nominated by the principal, the bills raised by them against our purchase will be accepted. Any addition or deletion of dealership / distributorship shall be intimated to the undersigned immediately on authorization of a new party.

**[7] Estimated Sale:** The target of sale may vary depending upon the requirement. The Rate Contract agreement with this Board does not ensure business of any quantum, whatsoever.

**[8] Warranty:** One year standard warranty [wherever applicable] / life of the item (s) must be indicated with name and address of the manufacturer / service provider should invariably be given.

**[9] Eligibility Criteria for the Bidders:** The bidders have to produce following documents while submitting the tender. Non – production of any of the following documents may lead to rejection of the Bid / offers.

- i) Copy of Firms VAT / TIN No. [Registration Certificate]
- ii) Copy of PAN Card of the bidder
- iii) Tax Clearance certificate of last three years
- iv) Name, addresses and other contact details of Dealers / stockiest / distributors.
- v) Current Price list of the manufacturer
- vi) Offer maximum discount percentage, which will be one of the most important criteria for selection of firm to enter into rate contract. If one manufacturer will authorize more than one firm for supply, the offer with the highest discount will be preferred.
- vii) Experience with good track record and satisfactory service / reputation of vendors like CPCB / any SPCBs / any Govt. organization /PSU will be preferred in the same order.

- viii) Any deviation from the tender & conditions mentioned above will imply disqualification for the firm.
- [10] **Liquidated Damage /Penalty Clause:** A liquidated damage charges of minimum 2% of the ordered value per month for consumable maximum up to 5% of the total ordered value will be recovered from the vendor for non – compliance of the RC terms.
- [11] **Loss, Damage & Shortage:** MPPCB shall not be responsible for any loss, damages and shortage during transit / transportation. Payment shall be made for materials received in good condition only.
- [12] **Payment Terms:** The supplier shall present their triplicate copies of computer generated bills for each order / supply. All payment shall be made on bill basis on receipt of the material in full and all requisite documents as per terms & conditions of RC and order normally within 30 to 60 days from the date of delivery or otherwise specified in purchase order. Advance payment will not be made in any circumstances.
- [13] **Agreement:** Both MPPCB and selected bidder for the contract shall enter into an agreement mutually agreed upon in the prescribed format which shall be operative for a minimum period of one year.
- [14] **Discretion:** The Chairman, M. P. Pollution Control Board reserves the right to accept or reject any or all the tenders without assigning any reason what so ever. The Rate Contract can be terminated at any time without any prior notice. The contract may be extended or curtailed at any point of time at the discretion of the Chairman, MPPCB.
- [15] **Disputes & its Jurisdiction:** The contract between the supplier and the buyer shall be governed by the Laws of India and under this contract shall be taken by the parties only in Bhopal to competent jurisdiction.
- [16] **Arbitration:** Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, instructions and terms & Conditions herein before mentioned and so as to the quality of the materials, as to any question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract. Specifications, estimates,



instructions, orders or these conditions or otherwise concerning the works, or the execution of the same whether arising during the process of work or after the completion or abandonment thereof shall be referred to the sole arbitration of a person nominated by the Member Secretary, MPPCB, and if he is unable to act to the sole arbitration, some other person appointed by him willing to act as such arbitrator. The submission shall be deemed to be submission to arbitration under the meaning of the India arbitration & Conciliation, 1996 or any satisfactory modification or reenactment thereof for the time being in force conclusive and binding on all parties of the Contract. The venue of the arbitration will be Bhopal only.

**[17] Right of Acceptance:** The chairman reserves the right to accept the lowest or any other tender and reserves to himself the right of accepting the whole or any part of the tender without assigning any reason what so ever.

SD/-

**[MEMBER SECRETARY]**

## **APPLICATION FORM FOR RATE CONTRACT WITH MPPCB, BHOPAL**

(A Separate Application Form is required for each Product Category)

1.	Name & Address of the Manufacturer [With Tel./Fax/Mobile/e.mail address]	
2.	Name & address of the Local Authorized Dealer / Distributor [With Tel./Fax/Mobile/e.mail address]	
3.	Quoted Product Category	
4.	Percentage of Discount Offered [In figures & words]	
5.	Name of the Any Pollution Control Boards of similar RC [Max. Three]	
6.	Exact % of CST/VAT to be charged [Form "C" or "D" will not be issued by MPPCB]	
7.	Delivery Charges	
8.	Delivery Period	
9.	Delivery of materials	Free delivery at MPPCB laboratory
10.	CST/VAT no. of the Dealer	
11.	Period of Contract	Minimum one year from the date of award of contract.

Notes:

- We hereby declare that all the particulars given in the application are true and complete to the best of our knowledge and we will produce all the relevant documents promptly, if necessary or as and when asked for by MPPCB. We understand that information provided by us will serve as Pre-qualification Criteria for enlistment being detected even after the approval of Rate Contract our

contract may be cancelled and all our claims may be forfeited by MPPCB. We have read and understood all the terms and conditions of RC and we fully agree to it.

- We also declared that we will not sell our product at a lesser price to other parties than those given to you and in the event of happening of such situation, we will be bound to refund the difference and our enlistment maybe cancelled at the discretion of MPPCB.
- We also undertake that all the terms and such as product Range, price, Discount, Delivery/other charges, Terms of Payment and also the name/s of the Dealer/Distributor will remain unchanged during the period of no alteration will be done without your official approval. However, we will promptly change our distributor/supplier of a request/compliant is received from your end with regard to this effect due any reason.

**Date :**

**Signature**

**Place :**

**Name :**

**Designation :**

**Seal of the firm :**