

TENDER DOCUMENT

FOR

Rate Contract for Displaying of Data on LED Display Board, Sampling and Analysis of Environmental Parameters on Annual Rate Contract Basis and Service Contract for providing Office Assistant /Data Entry Operators, Security Guards (with arm & without arm), Peon, Sweepers, Drivers, Stenographer, Technical Assistant (Legal), Software Developer & Tester on out-source basis.



Year: 2017 - 18

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

**PBX : +91(0755) 2466191
FAX : +91(0755) 2463742
Web : www.mppcb.nic.in
E. mail : it_mppcb@rediffmail.com
: pur_mppcb15@rediffmail.com**



M. P. POLLUTION CONTROL BOARD

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

Phone: [0755] 2466191 Fax: [0755] 2463742 E-mail: it_mppcb@rediffmail.com

Sealed tenders are invited for entering into Rate Contract for displaying of Data on LED Display Board , Sampling and Analysis of Environmental parameters on Annual Rate Contract Basis and Service Contract for providing Office Assistant /Data Entry Operators, Security Guards (With Arm and Without Arm), Peon, Sweepers, Drivers, Stenographer, Technical Assistant (Legal), Software Developer and Tester on out-source basis from the reputed Service Providers and reputed firms / experienced agencies for the services as per following details:

Sl. No.	Particulars of Items/Services	Qty.	Earnest Money [Rs.]
Tender No. MPPCB/Pur./01/2017-18:			
1.	Annual Rate Contract for displaying of Data on LED Display Board	As required	Not required
Tender No. MPPCB/Pur./02/2017-18:			
2.	Sampling and Analysis of Environmental Parameters on Annual Rate Contract Basis	As required	Not required
Tender No. MPPCB/Pur.-Estt/03/2017-18:			
3.	Service Contract for providing Office Assistant /Data Entry Operators, Security Guards (with Arm and without Arm), Peon, Sweepers, Drivers, Stenographer, Technical Assistant (Legal), Software Developer and Tester on out-source basis.	As required	1,00,000.00

The tender document including technical specifications of services / work shall be downloaded from the website on or before up to 1.00 PM on dated 16.05.2017 on payment of Rs. 1500.00 [Rupees One Thousand Five Hundred only] by demand draft in favor of Member Secretary, M. P. Pollution Control Board, Bhopal towards downloading the tender document from Website. The Tender documents will not be available in physical form and any amendment required after the publication of this notice will be available on only Board's website. The earnest money of requisite amount shall be submitted in a separate sealed envelop mentioning the details thereof. No tender shall be considered without requisite tender fee and earnest money. The bidder shall submit sealed tenders on or before at 1.00 p.m on dated 16.05.2017 and shall be opened on the same date at 3.00 p.m. in the presence of bidders, who wish to participate. 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.nic.in and www.govtenders.nic.in.

[Dr. Reeta Kori]
Chief Scientific Officer



M. P. POLLUTION CONTROL BOARD

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Phone : [0755] 2466191, Fax : [0755] 2463742 E-mail : it_mppcb@rediffmail.com,
pur_mppcb15@rediffmail.com

To,

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Sub.: Sealed tenders for (1) Rate Contract proposal for displaying of Data on LED Display Board, (2) Sampling and Analysis of Environmental parameters on Annual Rate Contract Basis and (3) Service Contract for providing Office Assistant /Data Entry Operators, Security Guards (with arm and without arm), Peon, Sweepers, Drivers, Stenographer, Technical Assistant (Legal), Software Developer and Tester on out-source basis at MPPCB, Bhopal.

Dear Sir,

M. P. Pollution Control Board desires to invite Rate Contract proposal for displaying of Data on LED Display Board, Sampling and Analysis of Environmental parameters on Annual Rate Contract Basis and Service Contract proposal for out-sourcing the of services of Office Assistant /Data Entry Operators, Security Guards (with arm and without arm), Peon, Sweepers, Drivers, Stenographer, Technical Assistant (Legal), Software Developer and Tester at MPPCB, Bhopal for its and Head Quarter and laboratories spread over whole of the state. Sealed tenders are invited from the reputed firms / agencies and / or service providers [approved by BIS/ISO], who are capable of performing such aforesaid services which are shown in the tender notice. The terms and conditions are as follows:

**Tender No.
MPPCB/Pur./01/2017-18**

TENDER DOCUMENT

FOR

**Rate Contract for Displaying of Data on
LED Display Board**



Year: 2017 - 18

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

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Tender No. MPPCB/Pur./01/2017-18 **(Invitation of Rates for display of data on LED Display Board on Rate Contract Basis)**

Sealed tenders are invited from reputed firms / event management agencies for entering into Rate Contract for display of data on LED Display Board. The instructions are as follows:

1. Tenders must be sealed and super scribed with "Rate Contract for Display of Data on LED Display Board".
2. Each bidders shall submit his offer in single sealed envelope which shall contain documents regarding eligibility criteria, Demand Draft of tender cost towards downloading the tender document from the web site along with filled in Annexure-1, technical specification, terms & conditions, company profile, copy of sales / service tax registration number, PAN number, Undertaking regarding not being blacklisted, Client's list and copies of work orders of similar field and financial offer.
3. 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 16.05.2017 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.
4. Opened / Unsealed Tenders in any form shall not be accepted.
5. 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.]
6. Conditional and ambiguous and late / delayed tenders shall be rejected summarily.
7. Incomplete tenders in any form shall be treated as non- responsive and non acceptable.
8. The supplier will have to maintain sufficient stock of the LED Display Board of various sizes to avoid inconvenience to the Board. The bidder is required to display the data during festivals and relevant occasions at various locations of Madhya Pradesh as directed by the Board. The LED Display wall shall have configuration of P-4 for outdoor activity, LED Wall should be of best quality and supplied with Laptop of i-7 configuration, probably of Cramer-Scaler and trained technicians. The LED Walls should be installed anywhere in M.P. along with stage of size 12' x 6' x 4' height, supplied with tent of size 15' x 30' roof covered and sound system for minimum 100-150 people.

9. In case of failure or refusal to display the data, the contract is liable to be cancelled at the risk and cost of bidder. Any extra cost involved in arranging the above items from alternative source will be recovered from rate contract holder.
10. 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.
11. The bidder should quote their rates on per square feet per day basis including all taxes and F.O.R. destinations in Madhya Pradesh.
12. The bidder shall be solely responsible for any damage or loss to his property, machine or any person involved in the service during the contract period.
13. The Rate Contract [RC] shall be for a minimum period of two 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 two years, if so agreed to, by both the parties. The rates shall remain valid for a period of minimum two years 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 services 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 /s 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.
14. The bidder shall responsible for displaying of data during festivals and other occasions at various locations in Madhya Pradesh.
15. The tenders will be opened by the committee of Board. Bidder / their representative may attend Price bid opening as per the mentioned / intimated schedule.
16. MPPCB 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.
17. The bidder shall be liable for displaying of data within three days from the date of intimation at various locations in Madhya Pradesh.
18. The bidder shall be responsible for all charges such as transportation, installation and security of LED display board or any other equipments engaged during the contract period.
19. The bidder shall provide all accessories such as laptop, connectors on his own cost.

20. The bidder shall have at least five years experience in the field of Road Show, event management and such type of activities. Certified copies of work order will be submitted.
21. The bidder shall have to submit the copy of sales/service tax registration and Income Tax registration [PAN], otherwise the offer shall be liable for rejection.
22. An undertaking shall be submitted by the tenderer that they are not black listed in any Govt. organization / institutions along with offer.
23. The bidder shall also provide Bank Name, Account Name, Account Number, Account Type, Branch IFSC Code for safer & easier payment transaction through RTGS/NEFT.
24. 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 services having different specification will be on Bidder's risk as the Board will not entertain such Bids.
25. If the supplier fails to display the data within the allotted delivery period as specified above, the purchaser may hire similar service from any other firm / alternative source and the bidder will be liable to the purchaser for any excess cost.
26. Part supply is normally not acceptable. But may be allowed on genuine cases, on written request only and permission of user.
27. 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.
28. 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.
29. Client list along with the previous purchase order copies of similar service [s] rendered to any Govt. / Semi-Government/ private organization including details of price & all charges must be attached.
30. Mode of Dispatch: Delivery of data must be up to FOR destination at their own risk / cost i.e free delivery at various locations in Madhya Pradesh.
31. Delivery period: Delivery must be made immediately i.e two –three days 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.

32. **Insurance:** In the case of FOR destination, insurance should also be covered by bidder. The goods should be insured against all risks from ware house to ware house basis. The insurance, packing & forwarding charges, if any, must be included in your price.
33. **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.
34. **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.
35. **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.
36. **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 PAN/VAT / TIN No/Service Tax [Registration Certificate]
 - ii) Demand Draft of Tender fees in favour of Member Secretary, M. P. Pollution Control Board, Bhopal.
 - iii) Price bid and other details in annexure-1.
 - iv) Client list along with the previous purchase order copies of similar service [s] rendered to any Govt. / Semi-Government/ private organization including details of price & all charges must be attached.
 - v) Any deviation from the tender & conditions mentioned above will imply disqualification for the firm.
 - vi) Information regarding Bank Name, Account Name, Account Number, Account Type, Branch IFSC Code for safer & easier payment transaction through RTGS/NEFT.
 - vii) An undertaking shall be submitted by the tenderer that they are not black listed in any Govt. organization / institutions along with offer.

[37] 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.

[38] 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.

[39] 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.

[40] 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.

[41] 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.

[42] 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.

[43] 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.

Annexure-1

(TENDER NOTICE NO. MPPCB/PURCHASE/01/2017-18) (For Display of Data on LED Display Board)

APPLICATION FORM FOR RATE CONTRACT WITH MPPCB, BHOPAL

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.	Quoted Price (Rs.) (Per square feet per day basis) including all taxes & duties as applicable	
5.	Name of the Any Government Office of similar work	
6.	Exact % of CST/VAT/Service Tax to be charged [Form "C" or "D" will not be issued by MPPCB]	
7.	Delivery Charges	
8.	Delivery Period	
9.	Delivery of materials	Free at MPPCB sites
10.	CST/VAT/Service Tax no. of the Dealer	

- 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 :
Place :

Signature of the Bidder
Name :
Designation:
Seal of the firm:

Tender No. MPPCB/Pur./02/2017-18

TENDER DOCUMENT

FOR

Sampling and Analysis of Environmental Parameters related to Water, Waste Water, Hazardous Wastes, Ambient Air, Soil, Noise, Vehicular, and Source emission on Annual Rate Contract Basis



Year: 2017 - 18

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

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Phone : [0755] 2466191, Fax : [0755] 2463742 E-mail : it_mppcb@rediffmail.com,
pur_mppcb15@rediffmail.com

TENDER NOTICE NO. MPPCB/Pur./02/2017-18

Sub.: Sealed tenders for carrying out Sampling and Analysis of different environmental parameters related to Water, Waste Water, Hazardous Wastes, Ambient Air, Soil, Noise, Vehicular, and Source emission on annual rate contract basis.

Dear Sir,

Madhya Pradesh Pollution Control Board invites rates through sealed tenders from reputed financially sound and experienced testing agencies / laboratories, who are recognized under EPA and accredited from NABL for carrying out sampling and analysis of various environmental parameters related to Water, Waste Water, Hazardous Wastes, Ambient air, Soil, Vehicular, Noise and Source Emission on annual rate contract basis as per following description:

Sl. No.	Description of work	Total Quantity
1.	Water and Waste Water	As & when required
2.	Ambient Air Emission	As & when required
3.	Source Emission	As & when required
4.	Hazardous & Toxic Wastes	As & when required
5.	Noise Level Monitoring	As & when required
6.	Vehicular Emission Monitoring	As & when required
7.	Soil Monitoring	As & when required

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

MPPCB laboratories play an important role in assessing the status of environment comprising of analysis of Water, Waste Water, Hazardous Wastes, Air (Ambient & Source), Soil, Biotic components (flora, fauna) and Noise measurement. The major objectives and work responsibilities of the laboratory are sampling and analysis of various parameters for routine and specific monitoring activities in the field of environment and pollution control. The MPPCB had established environmental laboratories located at Head Quarter and 10 of its Regional

Offices viz. Indore, Ujjain, Gwalior, Guna, Jabalpur, Sagar, Rewa, Satna, Shahadol, Singrauli. The laboratories of the Board have State of the Art infrastructure, trained manpower, expertise and utilizes various sophisticated instruments, undertake field sampling / monitoring studies at various water resources, emission sources and ambient air / water, soil, solid wastes, noise studies.

As per the directions issued by Hon'ble NGT & CPCB, M. P. Pollution Control Board intends to invite offers for third party monitoring through reputed agencies for conducting sampling and analysis of different environmental parameters. M. P. Pollution Control Board proposes to engage reputed, financially sound and experienced valid EPA recognized testing laboratory to carry out sampling and analysis of different environmental parameters related to (1) Water & Waste Water (2) Ambient Air (3) Hazardous Wastes (4) Soil (5) Noise (6) Source Emission and (7) Vehicular emission on annual rate contract basis for its laboratories spread over whole of the Madhya Pradesh State.

[A] SPECIAL CONDITIONS:

1. The successful agency shall carry out the monitoring, sampling and analysis work for the Water, Waste Water, Ambient Air emission, Source emission, Soil, Vehicular, Hazardous Waste, Noise level monitoring during the specified period as mutually agreed upon.
2. The tentative list of parameters (group wise) are shown in the annexure-1. Out of all groups shown in Annexure-1, the bidder shall participate at least in any one group.
3. The bidder shall attach list of similar kind of work executed previously clearly indicating the starting and completion date with documentary proofs.
4. The bidder shall clearly indicate the manpower, time and other resource allocations required for execution of the work.
5. The bidder shall enclose detailed list of parameters, which can be analyzed in-house and those covered under NABL accreditation scope.
6. The bidder shall submit detail list of personnel proposed to be deployed for the assignment along with their Curriculum vitae, outlining specifically the qualifications, experience of each person relevant to this work and each member's role and responsibility. A broad breakup of the no. of personnel to be used in sampling / monitoring, analysis and transportation of samples from the site to laboratory should also be provided.
7. The bidder shall submit detailed list of infrastructure / laboratory facilities available with the Agency for monitoring / analysis.
8. The bidder shall submit attested valid lab certification by NABL and EPA.
9. The bidder shall submit NABL approved scope including details of parameter –wise method of analysis along with type of instrument (Range and Min. Detection limit) to be used for analytical measurement. The analytical instruments proposed to be used by the Agency for monitoring & analysis should be of advanced level & should have the detection limit much

below the general standards so as to check the compliance status of the environmental quality of the monitored area.

10. The bidder shall quote rates including all taxes, duties, sampling, analysis and transportation charges. The rates should be clearly quoted both in figures and words and there should not be any variation in the same. In case any variation, the rates quoted in figures shall be treated as final.
11. Service Tax shall be paid as per applicable norms and TDS will be deducted as per applicable rules.
12. During the course of implementation of the project, the executing agency shall conduct the monitoring and analysis strictly as per methodologies/ techniques prescribed in Standard Methods by APHA / EPA / BIS / CPCB manuals (as the case may be). The executing agency shall provide the information in this regard to the MPPCB.
13. The Bidders must submit tender fee by demand draft along with Envelop "A" drawn of Member Secretary, M. P. Pollution Control Board, Bhopal towards downloading from web site. The tender will not be accepted from the firm to whom the document is not issued by the Board and the bid downloaded from net without tender fee will not be accepted.
14. The bidder shall have to submit the copy of sales / service tax registration and Income Tax registration [PAN] along with envelop "B" otherwise the offer shall be liable for rejection.
15. An undertaking shall be submitted by the tenderer that they are not black listed in any Govt. organization / institutions along with envelop "B".
16. The bidder shall provide exclusive company profile including registration in appropriate Government department. The bidder should also submit details of Bank Name, Account Name, Account Number, Account Type, branch IFSC Code for safer & easier payment transaction through RTGS/NEFT.
17. The tender shall be valid for a period of 360 days from the date of opening of envelop 'A'.
18. **PROCEDURE FOR SUBMISSION OF TENDERS :**

Each bidders shall submit his offer in three sealed envelopes A, B and C. Envelop "A" shall contain Demand Draft for tender fee of requisite amount towards downloading from the web site. The Envelop "B" shall contain all relevant technical documents such as evidences for doing similar nature of work, experience in the similar field, Copy of valid lab registration for NABL and EPA, detailed list of infrastructure / laboratory facilities available, details of parameter –wise method of analysis along with type of instrument, copy of sales tax registration and Income Tax registration [PAN], copy of undertaking regarding not being blacklisted, terms & conditions, company profile. Non – submission of any of the documents may lead to rejection of the Bid / offers. Envelop "C" shall contain financial offer.

[a] Envelop – "A" (Tender Cost) : Envelop "A" should contain self attested copy of receipt of tender cost if the bidder has purchased the tender document from MPPCB office. If the tender document is downloaded from web site, then separate demand draft for the requisite amount of Tender Cost in favor of Member Secretary, M. P. Pollution Control Board, Bhopal

shall be submitted with envelop "A". The amount of the demand draft should be inscribed on the top of envelop. Envelop "A" shall be opened on 16.05.2017 at 3.00 pm in the presence of the bidders or their authorized representatives. Insufficient amount furnished as tender cost shall make the offer liable for rejection.

[b] Envelop – "B"(Technical Bid): Bidders, who have furnished the desired amount of tender cost shall be liable for opening of the Envelop "B" of their offer. Envelop "B" shall contain documents regarding Qualification requirements such as copy of valid Certification of the Laboratory of the Agency under E (P) Act – 1986, Work Experience, Numbers of Technical / Scientific staff & their qualification, Infrastructure facilities available with the Laboratory of the Agency, Numbers of parameters having NABL Accreditation and other documents such as company profile, Copy of Sales/ Service Tax/ Income Tax registration, Undertaking regarding not being blacklisted in any Govt. organization. Non – submission of any of the documents may lead to rejection of the Bid / offers. Envelop "B" shall be opened on 16.05.2017 at 3.00 pm in the presence of the bidders or their authorized representatives.

[c] Envelop – "C" (Financial Bid): The envelop "C" shall contain financial offer in annexure- 2 of the tender document. The bidder shall submit copies of at least two recent supply orders of the similar nature indicating detailed price schedule along with "Envelop "C" (price bid) in order to examine reasonability of the quoted rates in the present bid. Offers received in due time shall be evaluated technically by a committee constituted by the Competent Authority, M. P. Pollution Control Board and as per the recommendation of committee , depending upon the suitability of the offer the financial offer shall be opened. Notwithstanding anything stated above the competent authority of the Board reserves the right to assess the capability and capacity of the bidder to perform the contract, should the circumstances warrant such an assessment or technical presentation in the overall interest of the Board.

[B] OTHER CONDITIONS:

- (1) The work order 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 contract period except, if the statutory levies are otherwise made applicable by the Govt. through notification / regulations. The award can be cancelled at any time if the agency found as a habitual defaulter or non – compliance of the terms and condition of the award.
- (2) Tender found incomplete shall be rejected forthwith.
- (3) 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.
- (4) On receipt of call / work order from the laboratory, the agency shall collect the sample as per description and location shown and submit certified analysis report (Certificate of Analysis) within seven days from the date of issue of work order. A liquidated damage charges of minimum 0.5% of the ordered value per week for delayed work and maximum up to 10% of the total ordered value will be recovered from the vendor.

- (5) MPPCB shall not bear any responsibility for the personnel engaged during the contract period.
- (6) The executing agency will not assign / outsource any component of the work to any other agency. In case due to any reasons beyond the control of bidder, prior written permission for sub contracting, from the competent authority has to be obtained; otherwise it may lead to rejection of contract at any time. However, subcontracting should not be more than 25% of the total work, subjected if the subcontracting firm is NABL/EPA recognized laboratories.
- (7) The executing agency shall collect duplicate samples (2% of the total samples, when it is applicable) for selected parameters to be specified by MPPCB and submit the same in sealed condition to MPPCB. These samples shall be analyzed in MPPCB laboratory to ensure the analytical quality control.
- (8) **Payment Terms:** The agency shall submit their triplicate copies of computer generated bills for each work order to the respective Laboratory In-charge. All payment shall be made on bill basis on receipt of the certified analysis report as per terms & conditions of award of contract normally within 30 to 60 days from the date of submission of bill along with certified analysis report or otherwise specified in purchase order. Advance payment will not be made in any circumstances.
- (9) All the information and data generated or collected during the execution of the work shall be treated as confidential and shall be the sole property of MPPCB and any interpretation study shall not be published without prior permission of MPPCB.
- (10) The agreement between the selected Agency and MPPCB shall be operative until the completion of the award period.
- (11) The above work shall be implemented as per the rates finalized and MPPCB will not provide any additional fund on account of cost escalation due to delay in work implementation or due to any other reasons whatsoever. The MPPCB will extend facility such as issuance of Identity Card, space for accommodating instruments, sample preservation and storage, storage of third sample to the successful agency in order to mediation with industries for carrying out monitoring.
- (12) It shall be at the sole discretion of the Chairman, MPPCB either to defer the entire work duration or part of the work or reject any proposal without assigning reasons thereof.
- (13) The bidders are requested not to erase or mutilate any word (s) or figures occurring in the quotation. The overwriting is not allowed.
- (14) The bidder shall submit copies of at least two recent supply orders of the similar nature indicating detailed price schedule along with "Envelop "C" (price bid) in order to examine reasonability of the quoted rates in the present bid. Failing to which the bid shall be liable for rejection.
- (15) The approved firm / agency shall have to submit an amount equal to 5% of the total each order value towards performance security deposit in the form of Bank Guarantee for

a period of 18 months, which will be released on successful performance and completion of the contract.

- (16) **Discretion:** The Chairman, M. P. Pollution Control Board reserves the right to accept or reject any or all the tenders without assigning any reason what so ever. The Award of Contract can be terminated at any time without any prior notice. The contract may be extended or curtailed at any point of time at the discretion of the Chairman, MPPCB.
- (17) **Disputes & its Jurisdiction:** The contract between the bidder and the MPPCB shall be governed by the Laws of India and under this contract shall be taken by the parties only in Bhopal to competent jurisdiction.
- (18) **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.
- (19) **Right of Acceptance:** The Chairman, MPPCB reserves the right to accept the lowest or any other tender and reserves to himself the right of accepting the whole or any part of the tender without assigning any reason what so ever.
- (20) In case of any dispute, the decision of the Chairman, M. P. Pollution Control Board will be final and binding to both the parties.

CONDITIONS OF CONTRACT

- 1. All bidders proposed to be obtained by contract will be notified in a form of invitation to tender posted in public places/News Paper.
- 2. The tender form will state the supply of data to be made, as well as the date for submitting and opening tenders and the time allowed for supply of data, also the amount of tender cost to be deposited with the tender.
- 3. In the event of tender being submitted by a firm it must be signed separately by each member thereof or in the absence of any partner, it must be signed on its behalf by a person holding a power of attorney authorizing him to do so, such power of attorney should be produces with the tender and it must disclose that the firm is duly registered under the partnership Act.
- 4. Any person who submits a tender shall fill up usual printed form stating at what rate he is willing to undertake supply of each data. Tender which propose any alteration in the work/supply specified in the said form of invitation to tender, or time allowed for carrying out work/supply will be liable for rejection.

5. The Member Secretary or his duly authorized assistant will open tenders in the presence of any bidder who may be present at the time and will enter the amount of several tenders in a comparative statement in a suitable form.
6. The officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.
7. The time allowed for the supply of data as entered in the tender shall be strictly observed by the bidder and reckoned from the date of which the order to commence supply of data 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 or such smaller amount as the Member Secretary, M.P. Pollution Control Board, may decide on the amount of estimated cost of the whole of the data as shown in the estimated cost of the tender that the supply of data remains uncommenced or unfinished after the proper dates. In the event of the contractor failing to comply with this condition shall be liable to pay as liquidated damage an amount equal to one percent or such smaller amount as the Member Secretary may decide on the said estimated cost of the whole of the data for every day that the due quantity of data supply remains incomplete to, provided that the due quantity of liquidated damage to be paid under the provisions of this clause shall not exceed ten percent on the estimated cost of the supply of data as shown in the tender.
8. If the Bidder shall be hindered in the supply of the data so as to necessitate an extension of the time allowed in this tender he shall apply in writing well in advance or immediately after the cause occurs 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 15 days. Any further extension shall be subject to the previous sanction of the Chairman.
9. The bidder shall give notice to the consignee officer of his intention of making delivery of data and on the data being approved a receipt shall be granted by him to the Consignee Officer or his assistant, and no data will be considered for payment until so approved.
10. On the completion of the delivery of the data the bidder shall be furnished with a certificate by the Consignee Officer of M.P. Pollution Control Board.
11. The data shall be of the best description and in strict accordance with the specification and the bidder shall receive payments for such data only as are approved and passed by the Member Secretary/Consignee Officer.
12. In the event of data being considered by the Consignee Officer to be inferior / invalid to that described in the specification the bidder shall on demand in writing forth with remove the same at his own charge and cost and in the event of his neglecting to do so within such period as may be named by the Consignee officer that officer may have such rejected data removed at the contractor's risk and expense incurred being liable to be deducted from any sum due or which may become due to the bidder.
13. Receipts for payment made on account of a supply when executed by a firm must also be signed by several partners except where the contractors are described in their contract as a firm in which case the receipt must be signed in the name of firm by one of the partners or by some other person having authority to give effectual receipts for the firm.
14. Under no circumstances whatever shall the contractor be entitled to any compensation from Board on any account.
15. The bidder shall supply the data at its own expense which are required for the due fulfillment of his contract and the data shall remain at his risk till the date for final delivery, unless it shall have been in the mean time removed for use by the Consignee Officer.

16. No data shall be brought to site or delivered on Sunday/holiday without the written permission of the Consignee Officer.
17. The bidder shall not sublet this contract without the written permission of the Member Secretary, M.P. Pollution Control Board. In the event of the bidder subletting his contract without such permission, he shall be considered to have thereby committed a breach of the contract, and shall forfeit his earnest money and shall have no claim, for any compensation for any loss that may occur from the materials he may have collected or engagements entered into.
18. The decision of the Chairman, M.P. Pollution Control Board, Bhopal shall be final, conclusive & binding on all parties to the contract upon all questions relating to the meaning of specification and instructions herein before mentioned and as to qualify of supply of data or as to any way arising out of, or relating to the contract specifications, instruction orders of these conditions or otherwise concerning the supplies whether arising the progress of after the completion or abatement thereof.
19. On the breach of any term of condition of this contract by the bidder, the said Chairman shall be entitled to forfeit the earnest money, security deposit and the balance thereof that may at that time be remaining and to realize and retain the same as damages and compensation for the said breach but without prejudice to the right of the said Board to recover any further sums as damages from any sums due or which may be come due to the contractor by M.P. Pollution Control Board, or otherwise howsoever.

Annexure-1

(TENDER NOTICE NO. MPPCB/PURCHASE/02/2017-18)

Name of Work: Sampling and Analysis of different environmental parameters related to Water, Waste Water, Hazardous Wastes, Ambient Air, Soil, Noise, Vehicular, and Source emission.

LIST OF TENTATIVE PARAMETERS FOR EACH SAMPLE TO BE ANALYSED

S. N.	Description	Name of Parameters
1.	Water and Waste Water	Color, Odor, Velocity (Flow), Suspended Solids, Dissolved Solids, Fixed Solids, Total Solids, pH, Temperature, Oil & Grease, Total residual Chlorine, Ammonical Nitrogen, Total Kjeldhal Nitrogen, Free Ammonia, Bio Chemical Oxygen Demand (BOD), Chemical Oxygen Demand (COD), Arsenic, Mercury, Lead, Cadmium, Chromium, Total Chromium, Copper, Zinc, Selenium, Nickel, Boron, Sodium, Potassium, Calcium Hardness, Magnesium Hardness, Total Hardness, Alkalinity, Residual Sodium, Cyanide, Chloride, Fluoride, Dissolved Phosphate, Sulphate, Total Phosphate, Sulfide, Pesticides, Phenolic Compound, Sodium Absorption Ratio (SAR), Radio Active Material including alpha and Beta radiation, Pesticides residue, PCB's, PAH's, Phenolic Compounds, Bio assay, Total Coliform and Fecal coliform or any other relevant parameters.
2.	Ambient Air Parameters	PM ₁₀ , PM _{2.5} , Aerosol particle, Sulphur Dioxide, Oxides of Nitrogen, Carbon Monoxide, Benzene, Toluene, Xylene, Ozone, Ammonia, Methane, Lead, Nickel, Benzo (a) Pyrene, Arsenic, VOCs, Mercury, other Heavy Metals & Pesticides or any other relevant parameters.
3.	Source Emission Parameters	Particulate Matters in source/stack emission, Stack / Incinerator Temperature, HF, TOC, HCl, Sulphur Dioxide, Carbon Monoxide, Mercury and its compounds, Cadmium + Thorium and its compounds. Vanadium (V), Thallium, H ₂ S, TDI, P ₂ O ₅ , CH ₃ Br and HBr, Benzene and Benzo (a) pyrene, Acid mist, Total Dioxin & Furans, Antimony + Arsenic + Lead + Cobalt + Chromium + Copper + Manganese Nickel + Vanadium and their compounds. Percentage (%) Oxygen, Nitrogen Oxides as NO ₂ Combustion Efficiency of Incinerator. Oxides of Nitrogen (Nox), NMHC and RHC in Gen set Monitoring or any other relevant parameters.
4.	Hazardous Wastes Parameters	Physical State of the Hazardous Waste, Color & Texture, Specific Gravity, Viscosity, Loss on drying, Reactive Cyanide, Reactive Sulfide, %age Moisture content, Oil & Grease, TCLP, Concentration of relevant individual organics as per HW rules, 2016, Phenol, Arsenic, Lead, Cadmium, Chromium, Copper, Nickel, Mercury, Zinc, Fluoride, Ammonia, Nitrate, Absorbable

		Organic Halides, Water soluble compound except salts, PAH, Benzene, Toluene, Xylene, Annealing loss of the dry residue, Extractable lipophylic content (Oil & Grease), VANE Test, Unconfined compression test AXIAL deformation test. Flash Point, Calorific Value, Density, Carbon, Hydrogen, Nitrogen, Sulphur, Oxygen, Chlorine, TOC Content and LoI in slag & Bottom ash, Paint Filter Liquid Test (PFLT), LRT, pH or any other relevant parameters.
5.	Vehicular Emission parameters	Smoke Density, Oxides of Nitrogen (Nox) and Particulate Matters, Light Absorption Coefficient in Diesel Vehicle Exhaust monitoring Carbon Monoxide, Hydrocarbon, Oxides of Nitrogen (Nox) in Petrol Vehicle exhausts monitoring or any other relevant parameters.
6.	Noise Level Monitoring Parameters	Sound Level, dB (A) (B) (C) Leq or Lavg or any other relevant parameters.
7.	Soil Monitoring Parameters	pH, Available Nitrogen, Total Soluble Solids, Moisture, Conductivity, Available Phosphorous (as P, PO ₄ , P ₂ O ₅), Available Potassium (as K, K ₂ O), Organic Carbon, Organic Matter, Micronutrients (Available) , Macronutrients (Available), Heavy Metals, Pesticides, Organochlorine, Organo Phosphorous, N- containing pesticides, P- containing pesticides, Fertilizers & other herbicides or any other relevant parameters.

Annexure-2
FINANCIAL BID
(TENDER NOTICE NO. MPPCB/PURCHASE/02/2017-18)

Name of Work: Sampling and Analysis of different environmental parameters related to Water, Waste Water, Hazardous Wastes, Ambient Air, Soil, Noise, Vehicular, and Source emission.

To,

**The Member Secretary,
M. P. Pollution Control Board,
Bhopal – 462 016.**

Sir,

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

S. No.	Description of Parameters	Unit Rate Quoted inclusive of all taxes duties & transportation charges (Rs.)
A. WATER AND WASTE WATER PARAMETERS		
1.	Color	
2.	Odor	
3.	Suspended Solids, Dissolved Solids, Fixed Solids, Total Solids	
4.	pH	
5.	Temperature	
6.	Oil & Grease	
7.	Total residual Chlorine	
8.	Ammonical Nitrogen ,Total Kjeldhal Nitrogen, Free Ammonia	
9.	Bio Chemical Oxygen Demand (BOD)	
10.	Chemical Oxygen Demand (COD)	
11.	Arsenic	
12.	Mercury	
13.	Lead	
14.	Cadmium	
15.	Chromium, Total Chromium	
16.	Copper	
17.	Zinc	
18.	Selenium	
19.	Nickel	
20.	Boron	
21.	Sodium	

22.	Potassium	
23.	Calcium Hardness, Magnesium Hardness, Total Hardness	
24.	Alkalinity	
25.	Residual Sodium	
26.	Cyanide	
27.	Chloride	
28.	Fluoride	
29.	Dissolved Phosphate , Total Phosphate	
30.	Sulphate	
31.	Sulfide	
32.	Pesticides	
33.	Phenolic Compound	
34.	Sodium Absorption Ratio (SAR)	
35.	Radio Active Material including alpha and Beta radiation	
36.	Pesticides residue	
37.	Poly chlorinated biphenyls (PCBs)	
38.	Polycyclic aromatic hydrocarbons (PAHs)	
39.	Phenolic Compounds	
40.	Bio assay	
41.	Total Coliform	
42.	Fecal Coliform	
43.	Velocity (Water current)	
44.	Any other relevant Parameters (if any)	
B. AMBIENT AIR PARAMETER		
1.	PM ₁₀	
2.	PM _{2.5}	
3.	Aerosol particle	
4.	Sulphar Dioxide	
5.	Oxides of Nitrogen (NOx)	
6.	Carbon Monoxide	
7.	Benzene	
8.	Toluene	
9.	Xylene	
10.	Ozone	
11.	Ammonia	
12.	Methane	
13.	Lead	
14.	Nickel	
15.	Arsenic, Mercury	
16.	Benzo (a) Pyrene (BAP)	
17.	Volatile Organic Carbon (VOCs)	
18.	Other Heavy Metals & Pesticides	
19.	Any other relevant Parameters (if any)	
C. SOURCE EMISSION PARAMETER		
1.	Particulate Matters in source/stack emission	
2.	HF	
3.	TOC	
4.	Mercury and its compounds	

5.	Cadmium + Thorium and its compounds.	
6.	Vanadium (V),	
7.	Thallium	
8.	H ₂ S	
9.	TDI	
10.	P ₂ O ₅ ,	
11.	CH ₃ Br	
12.	HBr	
13.	Benzene	
14.	Benzo (a) pyrene	
15.	Total Dioxins & Furans	
16.	Stack / Incinerator Temperature	
17.	HCl	
18.	CO ₂	
19.	Polycyclic Aromatic Hydrocarbons (PAH)	
20.	Acid mist	
21.	Percentage (%) Oxygen in BMW Incinerator	
22.	Nitrogen Oxides as NO ₂ in BMW Incinerator.	
23.	Combustion Efficiency of Incinerator	
24.	Oxides of Nitrogen (NO _x), NMHC and RHC in Gen set Monitoring.	
25.	Any other relevant Parameters (if any)	
D. HAZARDOUS WASTE PARAMETERS		
1.	Physical State of the Hazardous Waste	
2.	Color & Texture	
3.	Specific Gravity	
4.	Viscosity	
5.	Loss on drying	
6.	Reactive Cyanide	
7.	Reactive Sulfide	
8.	%age Moisture content	
9.	Oil & Grease	
10.	TCLP	
11.	Concentration of relevant individual organics as per HW rules, 2016	
12.	Phenol	
13.	Arsenic	
14.	Lead	
15.	Cadmium	
16.	Chromium	
17.	Copper	
18.	Nickel	
19.	Mercury	
20.	Zinc	
21.	Fluoride	
22.	Ammonia	
23.	Nitrate	
24.	Absorbable Organic Halides	

25.	Water soluble compound except salts	
26.	PAH	
27.	Benzene	
28.	Toluene	
29.	Xylene	
30.	Annealing loss of the dry residue	
31.	Extractable lipophylic content (Oil & Grease)	
32.	Transversal Strength (VANE Test)	
33.	Unconfined compression test	
34.	AXIAL deformation test	
35.	Flash Point	
36.	Calorific Value	
37.	Density	
38.	Carbon	
39.	Hydrogen	
40.	Nitrogen	
41.	Sulphur	
42.	Oxygen	
43.	Chlorine	
44.	Total Organic (TOC) Content	
45.	LoI in slag & Bottom ash	
46.	Paint Filter Liquid Test (PFLT)	
47.	LRT	
48.	pH	
49.	Any other relevant Parameters (if any)	
E. VEHICULAR EMISSION PARAMETERS		
1.	Smoke Density, Oxides of Nitrogen (NOx) and Particulate Matters, Light Absorption Coefficient in Diesel Vehicle Exhaust monitoring	
2.	Carbon Monoxide, Hydrocarbon, Oxides of Nitrogen (NOx) in Petrol Vehicle exhausts monitoring.	
3.	Any other relevant Parameters (if any)	
F. NOISE LEVEL PARAMETERS		
1.	Sound Level, dBLeq or Lavg	
2.	Any other relevant Parameters (if any)	
G. SOIL MONITORING PARAMETERS		
1.	pH	
2.	Available Nitrogen	
3.	Total Soluble Solids	
4.	Moisture	
5.	Conductivity	
6.	Available Phosphorus	
7.	Available Potassium (as K, K ₂ O)	
8.	Organic Carbon	
9.	Organic Matter	
10.	Micronutrients (Available) Fe, Mn, Cu, Zn, Mo, B	
11.	Macronutrients (Available) Ca, Mg, Na,	
12.	Heavy Metals (Total) As, Se, Cr, Pb, Ni, Sn, Hg	

13.	Pesticides	
14.	Organo Chlorine	
15.	Organo Phosphorous	
16.	N – containing Pesticides	
17.	P- containing Pesticides	
18.	Fertilizers & other Herbicides	
19.	Any other relevant Parameters (if any)	

The above supply of data shall be in conformity with the terms & conditions and all contents stipulated in the Tender Document. We undertake that if our bid is accepted to supply the data as stipulated above, we shall deliver the data within the period indicated. We agree to abide by this bid for a period of 360 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before expiration of that period.

This bid, together with your written acceptance thereof in your notification of award shall constitute contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this day of..... 2017.

Seal & Signature of the Bidder

Tender No. MPPCB/Pur.-Estt./03/2017-18

TENDER DOCUMENT

FOR

Service Contract for providing Office Assistant /Data Entry Operators, Security Guards(with arm & without arm), Peon, Sweepers, Drivers, Stenographer, Technical Assistant (Legal), Software Developer & Tester on out-source basis



Year: 2017 - 18

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

**PBX : +91(0755) 2466191
FAX : +91(0755) 2463742
Web : www.mppcb.nic.in
E. mail : it_mppcb@rediffmail.com
: pur_mppcb15@rediffmail.com**



M. P. POLLUTION CONTROL BOARD

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

Phone: [0755] 2466191 Fax: [0755] 2463742 E-mail: it_mppcb@rediffmail.com

Tender No. MPPCB/Pur.-Estt./03/2017-18

- 1.** Madhya Pradesh Pollution Control Board invites Tenders for "Service Contract for providing Office Assistant /Data Entry Operators, Security Guards (with arm & without arm), Peon, Sweepers, Drivers, Stenographer, Technical Assistant (Legal), Software Developer & Tester on out-source basis initially for a period of one year extendable further period of one or more years on mutual consent on same terms & Conditions. The number of out-source employees can be increased or decreased as per requirement of the Board.
- 2.** Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- 3.** Applicant contractor must provide demand draft for Rs 1500/- (Rupees One Thousand Five Hundred only) in favor of Member Secretary, M. P. Pollution Control Board payable at Bhopal obtained from any Nationalized/ scheduled Bank valid for six months with their application/downloaded tenders as the cost of tender forms/ documents. Tender not accompanied with the cost of tender documents is liable to be rejected. However, public sectors undertaking / Govt. undertaking firms are exempted from the payment towards cost of tender documents. The Demand Draft attached/submitted for tender fee shall be non refundable.
- 4.** The service Provider must have an average annual turnover of Rs. 50.00 Lakhs (Rupees Fifty Lakh only) or above during the last three years duly certified by the Chartered Accountant. Self attested copy of Balance Sheet duly certified by Chartered Accountant or Turnover Certificate issued by Chartered Accountant shall be submitted with the technical bid.
- 5.** The Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One lakh only) in the form of demand draft drawn in favour of Member Secretary, M. P. Pollution Control Board, payable at Bhopal.
- 6.** The Competent Authority, M. P. Pollution Control Board reserves the right to cancel all the tenders without assigning any reasons at any time.

7. Canvassing in any form in connection with tender is strictly prohibited and the tenders submitted by the contractor who resort to be canvassing, will liable to be Rejected.
8. All rates should be quoted in the prescribed 'financial Bid' template in the tender. No documents may be enclosed with financial bid.
9. On acceptance of the tender, the name of the accredited representative (s) of the contractor who would be responsible for taking instructions from MPPCB shall be communicated to the MPPCB.
10. The tender shall remain valid for a period of 360 days from the date of opening of tenders.
11. This office reserves the right to award contracts to one or more bidders for the manpower covered by the tender.
12. Merely submitting the tender with all the requirements does not bind the MPPCB to accept the lowest tender and Competent Authority, MPPCB reserves the right to reject any or all of the tenders received without assigning any reason. Tenders not fulfilling any of the prescribed conditions or incomplete in any respect are liable to be rejected.
13. The successful bidder has to deposit two months wages of each employee to be engaged in the contract period as performance security in the form of an Account payee Demand Draft from a commercial bank.

TECHNICAL BID

1. **Place of providing :**

The manpower i.e. Office Assistant /Data Entry Operators, Security Guards (with arm & without arm), Peon, Sweepers, Drivers, Stenographer, Technical Assistant (Legal), Software Developer & Tester will be provided at M.P. Pollution Control Board, Paryawaran Parisar, E-5, Arera Colony, Bhopal, - 462016 and other Regional Offices located in Madhya Pradesh as and when required.

2. **Brief description of works and desired Qualification:**

The tenderers must get themselves fully acquainted with the location of office before submission of tender. The working hours are 10.30 AM to 5.30PM, observing the holidays of Madhya Pradesh Government at Bhopal. The persons proposed to be deployed and their qualification is as below:

S.N.	Name of the Post	Qualification (Any of the following)
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1.	Office Assistant / Data Entry Officer (Skilled)	(a) Graduate, with typing speed of 30 wpm in English or 25 wpm in Hindi and basic knowledge of Computer, (b) Graduate in Commerce, with knowledge Accounts Work and Computer, (c) Graduate in Science/Engineering, with knowledge of Computer.
2.	Stenographer (High Skilled)	Graduate in any discipline, passing of test in English Shorthand and Typing at a minimum speed of 80 wpm and typing 40 wpm respectively, with knowledge of Computer.
3.	Driver (Skilled)	10 th pass, Should have license for driving heavy and light motor vehicles with experience.
4.	Security Guards (with Arm) (Skilled)	10 th pass, should have licensed armed and physically fit, should not aged above 55 years.
5.	Security Guards (without Arm) (Unskilled)	10 th pass and physically fit, should not aged above 55 years.
6.	Peon (Unskilled)	Physically fit and should have experience for cleaning, gardening, house keeping
7.	Sweeper / Helper (Unskilled)	Physically fit and should have experience for cleaning, gardening, house keeping
8.	Technical Assistant (Legal) (High Skilled)	LLB with 02 years experience of practice as an advocate or has provided legal assistance to any organization and should be registered with any Bar Association of India.
9.	Software Developer and Tester (High Skilled)	Masters in IT / Computer Science /MCA/ B.Tech and 03 years experience in PHP & MY SQL

3. Volume of work:

(a) Information about Tenderer”- The Tenderer must furnish full, precise and accurate details in respect of information asked for in **Appendix-I**.

(b) Signing of Tenders:- Person or persons signing the tender shall state in what capacity he/she is or they are signing the tender e.g. as sole proprietor to a firm or a Secretary/Manager/ Managing Director, etc. of a limited company.

4. EARNEST MONEY:

Each tender must be accompanied by an Earnest Money of Rs. 1,00,000/- (Rupees One lakh Only) in the form of demand draft drawn in favour of M.P. Pollution Control Board, payable at Bhopal. Bid not accompanied by earnest money shall be summarily rejected. The earnest money shall be liable to be forfeited if the Tenderer after submitting his tender modifies his offer and or the terms & conditions thereof in any manner, even if MPPCB has not suffered any

loss during the validity period of this tender enquiry, it being understood that the tender documents have been made available to him and he is being permitted to tender in consideration of his agreement to this stipulation. The earnest money also liable to be forfeited in the event of renderers fails to furnish the requisite security deposit by the due date without prejudice to any other rights and remedies of the MPPCB under contract and law. The earnest money will be returned to all unsuccessful renderers without interest as soon as practicable, after decision on tenders and the successful renderer furnished a security deposit. No interest shall be payable on the amount of earnest money in any case.

5. SECURITY DEPOSIT:

- i) The successful bidder has to deposit two months wages of each employee to be engaged in the contract period as performance security in the form of an Account payee Demand Draft from a commercial bank.
- ii) The Security deposit furnished by the renderer would be subject to the terms & conditions given in the Annexure of this tender and the MPPCB will not be liable for payment of any interest on the security deposit or any depreciation thereof.
- iii) If the successful tenderer had previously held any contract and furnished security deposit, the same shall not be adjusted against this tender and a fresh security deposit will be required to be furnished.**

6. ACCEPTANCE OF TENDER

The tenderer should be prepared to proceed to MPPCB and without any obligation, if called upon to do so for physical verification by the committee to act on his behalf from MPPCB as the case may be at their own expenses. The Chairman MPPCB reserves the right to reject any or all the tenders without assigning any reason and does not bind himself to accept the lowest or any tender. The successful tenderer will be advised about the acceptance of his tender by a letter/fax or formal acceptance of tender.

Administrative Officer

Signature of Tenderer

TERMS & CONDITIONS COVERING CONTRACT FOR SERVICE PROVIDER

I. DEFINATION

- (a) The terms "Contract" shall mean and include the invitation to tender incorporating also the instruction to tenderer, the tender, its annexure, appendixes, schedules, acceptance of tender and such general and special conditions as may be added to it.
- (b) The terms "MPPCB" wherever occurs shall mean Madhya Pradesh Pollution Control Board and will include its Chairman and Member Secretary and its successor or successors and assigners.
- (c) The terms Competent Authority shall mean Chairman, MPPCB and its successor or successor's assignees.
- (d) The terms MS shall mean Member Secretary, MPPCB and its successor or successor's assignees.
- (e) The term "Contractor" shall mean and include the person or persons, firm or company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assignees, as the case may be.
- (f) The term "Contract Rates" shall mean the rate of payment accepted by the MS, MPPCB for and on behalf of MPPCB.

II. PARTIES TO THE CONTRACT

- a) The parties to the contract are Contractors and MPPCB, represented by the MS and, or any other person authorized to act on behalf of the MPPCB.
- b) The person signing the tender or any other document (s) forming part of the tender on behalf of any other person or a firm shall be deemed to warrant that he has authority to bind such other person or the firm, as the case may be in such matter pertaining to the contract, if, on enquiry, it is found that the person concerned has no such authority Chairman, MPPCB may without prejudice to other civil, criminal remedies, terminate the contract and hold the signatory liable for all cost and damages.

III. CONSTITUTION OF CONTRACTORS

- a) "The tenders shall be entertained from the parties having all statutory registration with the appropriate authorities" Contractor shall at the time of submission of tender declare whether they are sole proprietary concern or registered Partnership Firm of Private Limited Company or a Public Limited Company incorporated in India or Hindu Undivided Firm. The Composition of the partnership, names of Directors or companies and name of the Karta Of Hindu Undivided Family shall be indicated. The contractors shall also nominate person in whose hands the active Management and control of the work relating to the contract during the tenure of the contract would lie. The person so nominated shall be deemed to have power of attorney from the contractor(s) in respect of the contractor and whose acts shall be binding on the contractor(s).
- b) The contractors shall not make any change in the constitution of the firm during the tenure of the contract period without the prior approval of the MPPCB. The contractors shall notify, to the MPPCB the death/resignation of any of the partner(s)/director(s) immediately on the occurrence of such an event. On receipt of such notice the MPPCB shall have the right to terminate the contract at its discretion.

IV. SUBLETTING

The contractor(s) shall not sublet, transfer or assign the contract or any part thereof without the prior written consent/approval of the MPPCB. In the event of the contractors contravening this condition the MPPCB Shall entitled to terminate the contract and to get the balance items under the contract executed at the risk and cost of the contractor and the contractor(s) shall be liable for any loss or damage which the MPPCB may sustain in consequence or arising out of such replacing of the contract.

V. RELATIONSHIP WITH THIRD PARTY

All transaction between the contractor(s) and the third party shall be carried out as between two principals without reference in any event to the MPPCB. The Contractor(s) shall also undertake to make third party fully aware of the position aforesaid.

VI. LIABILITY FOR PERSONNEL

All persons employed by the contractor(s) shall be engaged by him/them as his/their own employees in all respects and the responsibilities/ obligations under Security Act 2005, contract Labour (R&R) Act 1970, the Indian Factory Act, the Workmen compensation Act, "Employees Provident Fund Act" and under minimum wages Act and various other statutory enactments shall be that of the contractor. The employees should be benefitted with "Employee Nomination Program, 2017"

notified vide Gazette No. 900 dated 30.12.2016, for which necessary provisions should be made by the Contractor.

The contractor shall indemnify the MPPCB against all the claims whatsoever in respect of the said personnel and workmen compensation act, EPF Act, ESI Act, or any other statutory/Provisions or otherwise in respect of any damage, penalty, compensation, interest, fines payable in consequence of any accident or injury sustained by any worker of the Contractor. The contractor shall Co-ordinate with ESI authorities to get the family treatment card for Data Entry Operators, Security Guards (with arm and without arm), Peon, Sweepers, Drivers and other personnel.

The contractor shall also make available such returns/records for inspection by the MPPCB authorized person. The contractor shall maintain necessary record and registers like wages book and wages slip, etc. register of unpaid wages and register of fines and deductions. All employees deployed by the contractor shall be liable for furnishing details such as Aadhar number, Bank Account number, EPF number. In case, if the contractor fails to deposit the necessary deduction such as EPF, the Board will deposit the same into employee's account and the equivalent amount will be deducted from the payable amount of the contractor.

VII. PERIOD OF CONTRACT:

The contract shall remain in force for all purpose for a period of one year extendable on mutual consent for further period of one or more years on same terms & conditions or such later date as may be decided by the Chairman, MPPCB. But the Chairman, MPPCB reserves right to terminate the contract at any time during its contract period without assigning any reason thereof by giving thirty days notice in writing to the contractor(s) at their last known place of residence/business and the contractors shall not be entitled to any compensation by reason of such termination. The action of Chairman, MPPCB under this clause shall be final conclusive and binding on the contractors and shall not be called in question.

VIII. SUMMARY TERMINATION

- (a) In the event of the contractors having been adjudged insolvent or goes into liquidation or winding up their business or making arrangements with their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, MPPCB shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and to get the work done for the unexpired period of the contract at risk and cost of the contractors and to claim from the contractors any resultant loss sustained or cost incurred.
- (b) Chairman, MPPCB shall also have without prejudice to other rights and remedies, the right in the event of breach by the contractors of any of the terms and

conditions of the contract to terminate the contract forthwith and to get the work done for the un-expired period of the contract at the risk and cost of the contractors and/or forfeit the security deposit or any part thereof for the sum or sums due for any damages, loses, charges, expenses or costs that may be suffered or incurred by the MPPCB due to the contractor's negligence or unworkmen like performance of any of the service of the services under the contract.

IX. SECURITY DEPOSIT:

- (a) The contractor(s) shall furnish within seven days from the acceptance of their tender, security deposit as prescribed in the invitation to tender failing which the contract shall be liable to cancellation at the risk and cost of the contractor(s) and the EMD will be forfeited and subject to such other remedies, as may be open to Chairman, MPPCB under the terms of the contract.
- (b) The successful bidder has to deposit two months wages of each employee to be engaged in the contract period or Rs. 3,00,000.00 (whichever is higher) as performance security in the form of an Account payee Demand Draft from a nationalized commercial bank.
- (c) The MPPCB shall not be liable for payment of any interest on the security deposit or by depreciation thereof for the time it is held by the MPPCB. The Security will be refunded to the contractor(s) without interest on due and satisfactory performance of the services and on completion of all obligations by the contractor(s) under the terms of the contract and on submission of a "No Demand Certificate" subject to such deduction from the security, as may be necessary for making the MPPCB claims against the contract.
- (d) In the event of termination of the contract, Chairman, MPPCB shall have the right to forfeit the entire or part of the amount of security deposit lodged by the contractor(s) or to appropriate the security satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or cost that may be suffered or incurred by the MPPCB.

X. SET-OFF

Any sum of money due and payable to the contractor(s) (including security deposit returnable to them) under this contract may be appropriated by the MPPCB and set off against any claim of the MPPCB for the payment of any sum of money arising out of or under any other contract made by the contractor(s) with the MPPCB.

XI. PAYMENT

Indicative list of statutory payments to be made in respect of personnel Employed by the contractor under this contract are as under:

- (1) Minimum Wages: Minimum wages should be as per State Government of Madhya Pradesh.
- (2) EPF
- (3) ESI
- (4) Service tax
- (5) Such other statutory charges, if any,

The above list of statutory payment is only indicative and not exhaustive.

The contractor should submit all bill by the 7th day of following month along with proof to the effect that the salary for the previous month has been paid to the Out-source persons along with EPF and ESI Contribution, Service Tax etc. Payment of which will be made through RTGS / NEFT to the contractor(s). The bidder shall also provide Bank Name, Account Name, Account Number, Account Type, Branch IFSC Code for safer & easier payment transaction through RTGS/NEFT.

XII. LAW GOVERNING THE CONTRACT/DISPUTE RESOLUTION:

The contract will be governed by The Indian Contract Act, 1872 & The Arbitration and Conciliation Act, 1996 as amended from time to time. Any disputes arising out of this contract will be settled in the court of Law of competent jurisdiction. The courts in Bhopal shall have exclusive jurisdiction to adjudicate the disputes arising under the contract. In the case of dispute, it can only be settled through and by invoking Arbitration clause.

SETTLEMENT OF DISPUTE AND ARBITRATION

1. All disputes and differences arising out of or in connection with the contract and works of any nature assigned under the same (whether during the progress of the works or after their completion), determination, abandonment or breach of the contract shall be referred to a Sole Arbitrator appointed by the Chairman, MPPCB. The decision of the Sole Arbitrator shall be final and binding. It will not be an objection to any such appointment that the arbitrator are the government servant and had any interest in the board or the contract entered into directly or indirectly. In all cases, the arbitrator shall state their decision in writing, if amount of claims in dispute is Rs. 50,000/- and above, the arbitrator shall give reasons for award. Subject as aforesaid the provisions of The Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. Any disputes arising out of this contract will be settled in the court of Law of competent jurisdiction. The courts in Bhopal shall have exclusive jurisdiction to adjudicate the disputes arising under the contract.
2. It is a term of the contract that the party involving the arbitration shall specify the dispute or dispute to be referred to the arbitrator under this clause together with

- the amount or amounts claimed in respect of each such dispute.
3. It is also a term of the contract that if the contractor's do not make any demand for arbitration in respect of any claims in writing after 90 days of receiving the intimation from the MPPCB that final bill is ready for payment, the claim of the contractor's will be deemed to have been waived and absolutely barred and the board will be discharged and released of all liabilities under the contract in respect of these claims.
 4. The decision of the employer regarding the quantum of reduction as well as justification thereof in respect of rates for sub-standard work which may be decided will be final and would not be open to arbitration. Provided always that no compensation shall be payable for any loss in consequence of hostilities or war-like operation (a) unless the contractor had taken all such precautions against Air raid as are deemed necessary by Administrative Officer. (B) for any materials etc., not on the site of work or for any tools and plant, machinery scaffolding temporary buildings and other things not intended for the work.
 5. In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the employer compliance within such time as the employer may prescribe in that behalf and in the event of the contractor failing to effect such compliance within the time prescribed by the employer then the employer shall without prejudice to his other rights be entitled to withhold from the amount payable to the contractor any amount payable to the workmen under any such laws, regulations or rules and to make payment thereof to the workmen. The employer shall also have in that event the right to terminate the contract with immediate effect and to exercise powers reserved to their employer under the contract as a result of termination.

XIII. DUTIES AND RESPONSIBILITY OF THE CONTRACTOR(S):

- (I) The manpower deployed by the service provider to the M.P. Pollution Control Board for rendering the services to be provided shall be paid by the Service Provider in regards to monthly payments of remuneration. All employees deployed by the contractor shall be liable for furnishing details such as Aadhar number, Bank Account number, EPF number. In case, if the firm fails to deposit the necessary deduction such as EPF, the Board will deposit the same into employee's account and the equivalent amount will be deducted from the payable amount of the contractor.
- (II) For the effective provision of the services to the client, the service provider, shall replace or engage another scientific or technical manpower if so required by, the

client.

- (III) The service provider shall bear all the tax liabilities as applicable, and is responsible for filling of return to any of the Government Departments as required under extant Rules, under intimation to the Client.
- (IV) The Service Provider shall ensure compliance of the provisions of the Minimum Wages Act, the EPF Act, the ESI Act, and Industrial Dispute Act, such other acts and rules in force as may be applicable with regard to provision of the services. The Contractor will be liable to comply the provisions notified in Gazette vide no. 900 dated 30.12.2016 towards the benefits of the employees under "Employee Nomination Program, 2017".
- (V) The Service provider shall submit proof of making of payment every month to the manpower deployed for the M.P. Pollution Control Board.
- (VI) The contractors shall advise the A.O. and officers authorized to act on his behalf the name of one or more responsible representative(s) authorized to act on their behalf in day to working of the conduct. It shall be duty of such representative (s) to call at the office of the Administrative Officer or an officer acting on his behalf, every day and generally to remain in touch with them to report the progress and generally to take instructions in the matter. The Contractors shall be strictly abide by Laws, rules & Regulations.
- (VIII) The contractor shall provide verifiable proof that EPF/ESI has been deposited in respect of particular workers, working under the Contractor who are working in MPPCB along with the EPF/ESI number issued by concerned authorities. A copy of ESI card also be deposited with MPPCB within one month period even in case of change of worker, failing which payment will not be released subsequently for the aforesaid period, without prejudice to the other actions.
- (IX) If the party fails to comply with the statutory/legal requirement, as stipulated in the terms & conditions of the tender within two months from the award of contract is liable to be terminated with one month's notice and security deposit be forfeited and in his place second lowest/third lowest will be kept as back up to immediately to replace the terminated agency.
- (X) The firm shall issue monthly salary slips to the engaged staff showing the details of payments, deductions (including all statutory deduction) & net amount with requisite challans in each case/person indicating PF number, ESI card detail etc.
- (XI) Bids offering without Service charges would summarily be rejected.
- (XII) All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for each category.

- (XIII) The persons supplied by the Agency should not have any Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. Before deployment, the character and antecedents of persons will be verified by the Service Provider through local police, collecting proofs of residence, driving license, bank account details, previous work experience and recent photograph and a certification to this effect shall be submitted to this office. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request. A certificate to this effect should be submitted in the form of an Affidavit.
- (XIV) The service provider shall engage necessary persons duly qualified, as required by this office from time to time. The deployment of personnel is to be on monthly basis. The deployment/arrangement of the personnel should be in such a manner that there shall be no violations of any Rules including and weekly off days, as per Labour Laws.
- (XV) There is no Master and Servant relationship between the employees of the service provider and this office.
- (XVI) The service provider's person shall not claim any benefit/ compensation/ absorption/ regularization of services from/in this office under the provision of Industrial Disputes Act, 1947 or Contract Labor (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the service provider to this Department.
- (XVII) That the persons engaged shall not be below the age of 18 years and they shall not interfere with the duties of the employees of this office.
- (XVIII) The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters as of confidential/ secret nature.
- (XIX) On the breach of any term of condition of this contract by the bidder, the said Chairman shall be entitled to forfeit the earnest money, security deposit and the balance thereof that may at that time be remaining and to realize and retain the same as damages and compensation for the said breach but without prejudice to the right of the said Board to recover any further sums as damages from any sums due or which may be come due to the contractor by M.P. Pollution Control Board, or otherwise howsoever.

XIV. RECORDS AND ACCOUNTS

The Service Provider shall keep accurate and systematic records and accounts in respect of the services clearly identifying all charges and expenses. The Client reserves the rights to audit or to nominate a reputable accounting firm to audit

the Service Provider's record relating to the amount claimed under this contract during its term or any extension, and for a period of three months thereafter.

TERMS OF REFERENCE

1. _____ (Here in after referred to as the "Service Provider") will be responsible to the M.P. Pollution Control Board for the task of outsourcing manpower on contractual basis on the entire duration w.e.f. _____ to _____ or any other period as may be subsequently agreed to by the parties in writing. The Service provider would outsource the contractual manpower for the Client for the services to be rendered and for effective discharge of the services and in consonance with various Laws/Acts/Rules etc. in force.
2. The Service Provider will enter into the contract directly with the manpower it proposes to engage for the Client and the client will not be a party directly or indirectly to the contract signed by the service provider with the manpower engaged by them. The Client will make monthly payments as decided to the Service Provider and remuneration will be paid to the engaged manpower by the Service Provider as decided in the Contract. The continuance of the manpower will however be subject to the satisfaction of the Client and the Service Provider will replace the manpower if so required by the Client.
3. The engagement will be purely on contractual basis by the Service Provider and the manpower deployed by the Service provider will have no claim what so ever for seeking regular appointments in the MPPCB as the engagement will be by the Service Provider and not by the Client. While engagement and termination of engaged manpower will be the responsibility of the Service Provider, the Service Provider will be bound to replace such manpower as found unsuitable for discharge of the services and the Client will not entertain any requests or enter into any negotiations in this regard or with regard to engagement or termination of the deployed manpower, with either the Service Provider or the manpower engaged.
4. For effective discharge of the services and to maintain a central control, the manpower deployed by the Service Provider will be working under the directions and control of AO who will report to Member Secretary, MPPCB or any other officers as may be decided by the Client. The manpower deployed will be at the disposal of and will report to A.O. for duty and it shall be the duty of the manpower to report their absence on any working day(s) to their concerned Incharges in MPPCB.
5. The Service Provider will be paid the contractual amount mentioned below. This amount will be inclusive of all **overheads** including mandatory subscriptions, service charge not exceeding Rs. ____ per person per month and taxes as applicable. The amount of service charge shall remain the same i.e. ____ per

person if the term of contract extends beyond _____

6. The contractors shall quote his service charges inclusive of all taxes.
7. In case the minimum wages revised upward, the contractor is not entitled for any revision of his service charges.
8. The MPPCB shall have no right/obligation to employee directly or indirectly any personnel introduction by the contractor. \
9. The MPPCB will not be responsible in any respect with regard to service conditions, salaries and conduct of the personnel provided by (Name of Service Contractor). The Contractor will be the employer of personnel and the MPPCB will have to no concern/liability whatsoever in respect of their service.
10. The personnel provided by the contractor shall have no lien of claim in any manner on MPPCB after their services are no more required by the MPPCB or during their deployment. In case, the personnel resort to litigation in any court for any reason, service provider contractor will be solely responsible towards verdict of the court, at its own cost. The Service Provider contractor expenses is liable for losses and damages, if any, due to his employee, any an proceeding claim or suit or any such proceeding against MPPCB and MPPCB is entitled to deduct the sum from the pending or future bills of the service provider contractor.
11. The personnel of contractor will not take part in any activity of M. P. Pollution Control Board employee's union / association as well as visitors.
12. The Contractor is liable to provide his own personnel. Upon termination of the contract, the contractor is liable to remove all his personnel from the premises of the MPPCB failing which MPPCB will be entitled to stop all payments due to the contractor.
13. The firm shall be wholly responsible for any loss or damage to the properties of the MPPCB on account of any act or omissions by the firm or by any of his staff deployed for or engaged for the client.
14. The Service Provider shall ensure the integrity of the manpower to be engaged so that the secrecy and confidentiality of information/data of the MPPCB is maintained. The Service Provider shall be liable for the loss and damage, if any caused, to the data due to lack of care and caution exercised by the Service provider or the manpower engaged by them and also for unauthorized communication of information/data by the Service Provider or the manpower deployed by them. In the event of such loss(s), damage(s) or unauthorized communication of information, the contract will forthwith be treated as terminated by the MPPCB besides taking such punitive/penal action on the Service provider as it may deem fit.
15. As per the provision contained in Ministry of Finance Deptt. Of Expenditure Office Memorandum No. 29(1)/2014-PPD Dated 28.01.2014 Service Charge below Zero% (NIL) will be treated as unresponsive and summarily rejected. Service

charge will be applicable only on Gross wage payment excluding service tax.

16. Notwithstanding anything stated above the competent authority of the Board reserves the right to assess the capability and capacity of the bidder to perform the contract, should the circumstances warrant such an assessment in the overall interest of the Board.

NATURE OF JOB CONSOLIDATED AMOUNT TO BE PAID TO M/S

Break-up of the consolidated amount is as under:-

S.N.	Name of the Post	Description of Wages				
		Basic	ESI	EPF	Service Charge* (in %)	Total (Rs.)
1.	Office Assistant / Data Entry Officer (Skilled)					
2.	Stenographer (High Skilled)					
3.	Driver (Skilled)					
4.	Security Guards (with Arm) (Skilled)					
5.	Security Guards (without Arm) (Unskilled)					
6.	Peon (Unskilled)					
7.	Sweeper / Helper (Unskilled)					
8.	Technical Assistant (Legal) (High Skilled)					
9.	Software Developer and Tester (High Skilled)					

Note: As per the provision contained in Ministry of Finance Deptt. Of Expenditure Office Memorandum No. 29(1)/2014-PPD Dated 28.01.2014 Service Charge below Zero% (NIL) will be treated as unresponsive and summarily rejected.

Tenderer's

(1) Telegraphic Address:

.....

(2) Telephone No. (If available)

(Signature of the Tenderer)

APPENDIX –I

I. Name and address of the tenderer and telegraphic address:

II. COMPOSITION OF TENDERER:

It should be state whether the tenderer is Hindu Joint Family, business proprietorship Concern or registered partnership firm or a Limited Company. The name and date of birth of all partners/Director, Proprietors, Karta of Joint Family should be given. It should be certified that there are no undisclosed partners. In the case of Limited companies, the authorized and paid up capital should be stated.

III. BUSINESS IN WHICH THE TENDERER IS EMPLOYED:

The nature of business in which the tenderer or partner of the tender's firm are engaged should stated together with particulars of where Head Office and branches if any, are located along with details of sister concern.

IV. EXPERIENCE OF WORKING:

Full particulars should be given if the tenderer has worked outsource contractor of the M.P. Govt. State govt. or Public/Private Companies. The period for which the work has been done should be clearly indicated. The tenderers should indicate clearly whether they are working as contractors on behalf of any departments of M.P. or State Governments or Railway etc. certificate of experience for preceding 3 years to be enclosed.

UNDERTAKING

- V.(A)** Whether entered into any contract with MPPCB earlier (if, yes give details)
- (B).** Whether EMD/Security deposit of the contractor has been forfeited by MPPCB/any PSU/ State govt.
- (C).** In case, the firm is black listed by any authority of Govt. of India / State Government the same may be intimated to the MPPCB.

Note: The tenderers who's EMD/SD has been forfeited or black listed by the Govt. of India, will not be qualified.

VI. TENDERERS BANKS:

The name of the Bank or the Banks and the branches with the tenderer has

dealings and who can certify the tenderer financial status should be given including duly audited P&L account of preceding three years, Details of credit limit charged, Income Tax Pan No, Details of immoveable properties (Type of properties, Identification No. with address, Owned in the name of, List of participants/ Director) along with necessary certificate to this effect.

Signature of Tenderer

Procedure for Submission of Tender:

The tender shall be submitted in two sealed envelopes, viz, Envelope "A" (Technical bid) and Envelope "B" (Financial Bid). All the pages of technical bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before submitting. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter. The last date for submission of tender is 16.05.2017 at 1.00 p.m.

Envelope "A" [Technical Bid]: The signed documents are to be submitted by the Contractor along with Technical Bid as mentioned in the Annexure-II in the tender document. The following documents are to be submitted by the Contractor along with Technical Bid:

- i) Demand Draft of Tender Cost and Earnest Money Deposit (EMD)
- ii) Tender Acceptance Letter (Annexure-"A") & Letter of authorization to submit bid.
- iii) No near relative certificate
- iv) Signed Copy of the Technical Bid duly contained all relevant documents (Annexure-"B").

All the above information and related documents shall be submitted with Technical Bid, otherwise the offer shall be liable for rejection. Envelope "A" shall be opened on dated 16.05.2017 at 3.00 p.m.

Envelope "B" [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 suitability of services with respect to performance deployed to other organizations and performance and other documents submitted in the technical bid etc., the financial offer shall be opened. The date of opening of financial bids will be informed later. The bidder shall submit copies of at least two recent supply orders of the similar nature indicating detailed price schedule along with "Envelop "B" (Financial bid) in order to examine reasonability of the quoted rates in the present bid. The bidder shall also submit necessary information such as Bank Name, Account Name, Account Number, Account Type, Branch IFSC Code for the safer & easier payment transaction through RTGS /NEFT. The Financial Bid shall comprise of:

- (a) Financial bid undertaking (Annexure-"C")
- (b) Schedule of Financial bid is provided as per Annexure (annexure-:"D")
In case if the same is found to be tempered / modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with MPPCB.

Annexure-"A"
(Tender No. MPPCB/Pur.-Estt./03/2017-18)
TECHNICAL BID (Envelop-A)

S. No.	Particulars	To be filled / provided / submitted by the bidder
1.	Name of the Agency	
2.	Name of Owner / Director	
3.	Date of establishment of the Agency	
4.	Detailed Office Address of the Agency with Office Telephone Number, Fax No. and Mobile No. and Name of Contact Person	
5.	Valid License for running of service agency provided The Private Security Agencies (Regulation) Act, 2005 of Manpower and requisite registration certificate under various statutory provisions of labour R&A Act 1970. Employee Provident Fund and Miscellaneous Provision Act, ESCI etc. (Copies of all certificates of registration to be enclosed).	
5.	Work Experience certificate and works presently in hand including details of establishment where the firm has provided the contractual employees during the past three years (Copies to be attached)	
6.	Audited Balance Sheet or Turn Over Certificate by Chartered Accountant of last three years	
7.	Income Tax / PAN No. of the Firm (Copy to be enclosed)	
8.	Attested copies of Partnership deed / copy of Memorandum and articles of association, as the case may be (Copy to be enclosed)	
9.	Property details of the partners / Firms / establishment. (Copy to be enclosed)	
10.	Name and Address of all the partners / Directors / Proprietors as the case may be (Copy to be enclosed)	
11.	ESIC and EPF registration Nos. (Copy to be enclosed)	
12.	Name of Bankers, Copies of the IT Returns for the last three years (copy to be enclosed)	
13.	Earnest Money Deposit as specified in the tender submitted	
14.	Service Tax Registration No. (Copy to be enclosed)	
15.	The firm should be ISO Certified (Copy to be enclosed)	
16.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner / partners anywhere in the State / India (if no, a undertaking/certificate is to be attached in this regard)	

Annexure-"B"
(Tender No. MPPCB/Pur.-Estt./03/2017-18)
TECHNICAL BID

(Envelop-A)
TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

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

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: MPPCB/PUR.-ESTT./03/2017-18

Name of Tender / Work: Service Contract for providing Office Assistant /Data Entry Operators, Security Guards (with arm and without arm), Peon, Sweepers, Drivers, Stenographer, Technical Assistant (Legal), Software Developer & Tester on out-source basis.

Dear Sir,

1. I/ We have obtained the tender document (s) for the above mentioned namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We certify that all information I/We hereby declare that Government of India, Government of Madhya Pradesh or any other Government body such as PSU, Corporation, Boards has not declared us ineligible or blacklisted us on charges of engaging in criminal, corrupt, fraudulent, collusive or coercive practices or any failure / lapses of serious nature.

6. I/We hereby certify that the above information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully

**Signature of the Bidder
with Official Seal**

Annexure-“C”

TENDER NOTICE NO. MPPCB/PUR.-ESTT./03/2017-18

FINANCIAL BID UNDERTAKING

From: (Full name and address of the Bidder):

.....
.....
.....

To,

**The Member Secretary,
M. P. Pollution Control Board,
Bhopal -462 016 (M.P.)**

1. I submit the Financial Bid for “Service Contract for providing Office Assistant /Data Entry Operators, Security Guards (with arm and without arm), Peon, Sweepers, Drivers, Stenographer, Technical Assistant (Legal), Software Developer & Tester on out-source basis” and related activities as envisaged in the Bid document.
2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer to work at the rates as indicated in the Financial Bid, inclusive of all applicable taxes.

Yours Faithfully,

**Signature of Bidder /
authorized Representative**

Annexure-“D”
(Tender No. MPPCB/Pur.-Estt./03/2017-18)
FINANCIAL BID
(To be given on Company Letter Head)

To,

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

Sir,

1. I/WE, hereby submit the financial bid for appointment as Service Provider Contractor at M. P. Pollution Control Board at its Head Quarter & Regional Offices situated in Madhya Pradesh.
2. I/We thoroughly examined and under stood instruction to tenders, terms & conditions of contract given in the invitation to tender and those contained in the general conditions of contract and its Annexure and agree to abide by them.
3. I/We hereby offer to provide personal at the following rates of service charge on the basic minimum wages notified by the Madhya Pradesh Government as the case may be, applicable at the time of award of the contract for the contract for the entire tenure of the contract.
4. I/WE undertake that I/WE are not entitled to claim any enhancement of rates on any account during the tenure of the contract except revision of minimum wages.

S.N.	Name of the Post	Description of Wages				
		Basic	ESI	EPF	Service Charge (in %)	Total (Rs.)
1.	Office Assistant / Data Entry Officer (Skilled)					
2.	Stenographer (High Skilled)					
3.	Driver (Skilled)					
4.	Security Guards (with Arm) (Skilled)					
5.	Security Guards (without Arm) (Unskilled)					
6.	Peon (Unskilled)					
7.	Sweeper / Helper (Unskilled)					
8.	Technical Assistant (Legal) (High Skilled)					
9.	Software Developer and Tester (High Skilled)					

Any rates quoted in any other manner than the above will summarily rejected. In case the minimum wages is revised upward, the contractor is not entitled for revision of his service charges.

- a). I/We undertake to take responsibility of statutory liabilities such as minimum wages.EPF & ESI, Bonus etc. and will charge as per actual contribution made to concerned authorities against documentary proof and no service charges/Admn., overhead will be payable on these contribution.
- b). I/WE agree to keep the offer open for acceptance up to 360 days from the date of opening of tender.
5. I/We shall be bound by the communication of acceptance of the offer dispatched within the time and I/We also agree that if the date up to which the offer would remain open be declared a holiday for the M.P. Pollution Control Board, the offer will remain open for acceptance till the next working day.
6. I/We hereby declare that Government of India, Government of MP or any other Government body such as PSU, Corporation, Boards etc. has not declared us ineligible or blacklisted us on charges of engaging in criminal, corrupt, fraudulent, collusive or coercive practices or any failure / lapses of serious nature.
7. In the event of my tender being accepted, I/We hereby agree to furnish a Performance Security Deposit as shown in the bid document.
8. I/We do hereby declare that the entries made in the tender and appendixes/schedules attached with Technical Bid are true and also that we shall be bound by the act of my/our duly constituted attorney, Shri ----- whose signature are appended here to in the space as specified for the purpose and of any other person who in future may be appointed by me/us his stead to carry on the business of the concern whether any intimation of such charge is given to the Member Secretary ,MPPCB or not.

Your's faithfully,

Signature of Tenderer

(Capacity in which signing)

CHECK LIST
(Tender No. MPPCB/Pur./01/2017-18
(Display of Data on LED Display Board)

- | | |
|------|---|
| i) | Copy of Firms PAN/VAT / TIN No/Service Tax [Registration Certificate] |
| ii) | Demand Draft of Tender fees in favour of Member Secretary, M. P. Pollution Control Board, Bhopal towards downloading from web site. |
| iii) | Price bid and other details in annexure-1. |
| iv) | Client list along with the previous purchase order copies of similar service [s] rendered to any Govt. / Semi-Government/ private organization including details of price & all charges must be attached. The bidder shall have at least five years experience in the field of Road Show, event management and such type of activities. Certified copies of work order will be submitted. |
| v) | Information regarding Bank Name, Account Name, Account Number, Account Type, Branch IFSC Code for safer & easier payment transaction through RTGS/NEFT. |
| vi) | An undertaking shall be submitted by the tenderer that they are not black listed in any Govt. organization / institutions along with offer. |
| vii) | Copies of at least two recent supply orders of the similar nature indicating detailed price schedule in order to examine reasonability of the quoted rates in the present bid. |

CHECK LIST

TENDER NOTICE NO. MPPCB/Pur./02/2017-18

Name of Work: Sampling and Analysis of different environmental parameters related to Water, Waste Water, Hazardous Wastes, Ambient Air, Soil, Noise, Vehicular, and Source emission on annual rate contract basis.

ENVELOP "A"	Cost of Tender Document towards downloading from web site.
ENVELOP "B"	<ul style="list-style-type: none">• Copy of Valid Registration under E (P) Act, 1986• Copy of valid Registration of NABL• Company Profile.• Leaf let / brochure (if any)• Copy of sales / service tax registration.• Copy of PAN No.• Undertaking regarding not being blacklisted.• Documents related with work experience.• Laboratory Infrastructure facility along with Instrumentation.• Details of Technical & Scientific Staffs along with CVs• Numbers of parameters having NABL Accreditation• Commercial Terms & conditions• Information regarding Bank Details for safer & easier bank transaction through RTGS/NEFT.• Other related documents (if any)
ENVELOP "C"	<ul style="list-style-type: none">• Price schedule in annexure "2"• Copies of at least two recent supply orders of the similar nature indicating detailed price schedule in order to examine reasonability of the quoted rates in the present bid.

CHECK LIST

TENDER NOTICE NO. MPPCB/Pur.-Estt./03/2017-18

Name of Work: Identification of Service Provider For Service Contract for providing Office Assistant /Data Entry Operators, Security Guards (with arm and without arm), Peon, Sweepers, Drivers, Stenographer, Technical Assistant (Legal), Software Developer and Tester on out-source basis.

ENVELOP "A"	<ul style="list-style-type: none">• Demand Draft of Tender Cost and Earnest Money Deposit (EMD)• Signed Copy of the Technical Bid (Annexure-A) along with all relevant documents.• Tender Acceptance Letter & Letter of authorization to submit bid. (Annexure-B)• No near relative certificate
ENVELOP "B"	<ul style="list-style-type: none">• Financial bid undertaking (Annexure-C)• Schedule of Financial bid is provided as per annexure (annexure-D)• Copies of at least two recent supply orders of the similar nature indicating detailed price schedule in order to examine reasonability of the quoted rates in the present bid