

Tender Notice No. RO_NSK/KUMBH/01/2015

Cost of Doc.: Rs. 2000/-

INVITATION OF BID

For

SUPPLY, INSTALLATION, COMMISSIONING OF LABORATORY EQUIPMENT



Maharashtra Pollution Control Board

महाराष्ट्र प्रदूषण नियंत्रण मंडळ

July, 2015

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1 DISCLAIMER

1.0 Though adequate care has been taken in the preparation of this Tender Document, the Bidder should satisfy himself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the below mentioned office latest by the date mentioned in Sec.3. If this office receives no intimation by the date mentioned in Section 3, it shall be deemed that the Bidder is satisfied that the Tender Document is complete in all respects.

Regional Officer
(Attn: Scientific Officer)
Maharashtra Pollution Control Board
Udyog Bhavan, 1st Floor, Trimbak Road
Near ITI, Satpur, Nashik- 422 007.
Ph: 0253-2365150
Fax: 0253-2365150

1.1 Neither **MPCB**, nor their employees or consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this TENDER nor is it possible for **MPCB** to consider the financial situation and particular needs of each party who reads or uses this TENDER. **MPCB** recognizes the fact that certain prospective Bidders may have a better knowledge of the Domain than others and thus encourages all prospective Bidders to conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this TENDER and obtain independent advice from appropriate sources.

1.2 Neither **MPCB** nor their employees or consultants will have any liability to any prospective Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this TENDER, any matter deemed to form part of this TENDER, the award of the Project, the information and any other information supplied by or on behalf of **MPCB** or their employees, any consultants or otherwise arising in any way from the selection process for the Project.

1.3 **MPCB** reserves the right to reject any or all of the Tenders submitted in response to this *Tender* at any stage without assigning any reasons whatsoever.

MPCB reserves the right to change any or all of the provisions of this *Tender*. Such changes would be intimated to all parties procuring this *Tender*.

2 ABBREVIATIONS AND ACRONYMS

AMC	Annual Maintenance Contract
BG	Bank Guarantee
CPCB	Central Pollution Control Board
EMD	Earnest Money Deposit
IPO	Intellectual Property Owner
IPR	Intellectual Property Rights
IST	Indian Standard Time
LoA	Letter of Award
MoEF	Ministry of Environment and Forests, Govt. of India
MPCB	Maharashtra Pollution Control Board
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
RFP	Tenderin Context

3 TENDER SCHEDULE AND ADDRESS

Sr.	Description	Information
1	Name of Project	Supply, Installation and Commissioning of Laboratory Equipment
2	Tender Reference Number	RO_NSK/KUMBH /2015
3	Sale of TENDER Document (Document can be downloaded from MPCB website)	08.07.2015 10:30 Hrs to 15.07.2015 17:00 Hrs on working days of MPCB
4	Address for TENDER submission	Maharashtra Pollution Control Board Udyog Bhavan, 1st Floor, Trimbak Road, Near ITI, Satpur, Nashik- 422 007. Ph:0253-2365150 Fax: 0253-2365150 (Note: The TENDER should be deposited in the drop box provided)
5	Last date and time for TENDER Submission	22.07.2015 15:30 Hrs
6	Date and Time of Opening Envelope 1 & 2 i.e. Eligibility criteria & Technical Response	23.07.2015 16:00 Hrs
7	Place for Eligibility, Technical & Commercial Tender Opening.	Maharashtra Pollution Control Board Udyog Bhavan, 1st Floor, Trimbak Road, Near ITI, Satpur, Nashik- 422 007.
8	Name and Address for communication	Maharashtra Pollution Control Board Udyog Bhavan, 1st Floor, Trimbak Road, Near ITI, Satpur, Nashik- 422 007.
9	TENDER Related Queries to be addressed to	Shri. V.V.Shinde, RO, MPCB, Nashik Email: ronashik@mpcb.gov.in
10	Cost of TENDER Document	Rs.2000/-
11	EMD	4% of the Total Value quoted in the form of DD of Nationalized Bank.

4 PROJECT BACKGROUND AND OBJECTIVES

4.1 About MPCB

Maharashtra Pollution Control Board (MPCB) is implementing various environmental legislations in the state of Maharashtra, mainly including Water (Prevention and Control of Pollution) Act, 1974, Air (Prevention and Control of Pollution) Act, 1981, Water (Cess) Act, 1977 and some of the provisions under Environmental (Protection) Act, 1986 and the rules framed there under like, Biomedical Waste (M&H) Rules, 1998, Hazardous Waste (M&H) Rules, 2000, Municipal Solid Waste Rules, 2000 etc. MPCB is functioning under the administrative control of Environment Department of Government of Maharashtra.

Some of the important functions of MPCB are:

- a) To plan comprehensive program for the prevention, control or abatement of pollution and secure executions thereof,
- b) To collect and disseminate information relating to pollution and the prevention, control or abatement thereof,
- c) To inspect sewage or trade effluent treatment and disposal facilities, and air pollution control systems and to review plans, specification or any other data relating to the treatment plants, disposal systems and air pollution control systems in connection with the consent granted,
- d) Supporting and encouraging the developments in the fields of pollution control, waste recycle reuse, eco-friendly practices etc.
- e) To educate and guide the entrepreneurs in improving environment by suggesting appropriate pollution control technologies and techniques
- f) Creation of public awareness about the clean and healthy environment and attending the public complaints regarding pollution.

4.2 Objectives of this TENDER

MPCB has various testing parameters in various laboratories spread across the state of Maharashtra. MPCB has implemented various tests, analysis, procedures and applications that are supporting country's drive in preserving the environment, controlling, monitoring and managing pollution levels. MPCB intends to have state of the art equipment for its laboratories in keeping with the global trends and as required by Board's requirement.

The objective of this TENDER is to select an Agency, through a fair Tendering practice, which has the required experience and expertise to supply, install, configure and commission the equipment meeting the specific requirements of MPCB. The agency will also be required to support the equipment supplied during the warranty and post-warranty period as specified in this TENDER document.

5 GENERAL CONDITIONS OF TENDER

5.1 The TENDER Document

Subject to the order of precedence set forth in the TENDER, all documents forming the TENDER (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The TENDER shall be read as a whole. The work order document will include all the conditions of the TENDER and supersede any other communication till the date of work order.

5.2 Amalgamation / Acquisition etc.

In the event the Manufacturer/Supplier proposes for amalgamation, acquisition or sale its business to any firm during the contract period, the Buyer/Successor of the Principal Company are liable for execution of the contract and also fulfillment of contractual obligations i.e. supply, installation, commissioning, performance checking, warranty, maintenance / replacement of spares accessories etc. Bidders should take a note of this condition.

5.3 Scope of Supply

The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements mentioned in Section 12.

5.4 Suppliers' Responsibilities

The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with Scope of Supply in Section 6, mentioned in TENDER. Supply means: "Supply, Installation, Commissioning and satisfactory demonstration of the whole system and training". If any charges extra are payable for Installation, Commissioning and training, the same should be specified in the price Tender.

5.5 Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

5.6 Standards

The Goods supplied and services rendered under this TENDER shall conform to the standards mentioned in the Technical Specifications and Schedule of Requirements, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

5.7 Delivery

Delivery of the Goods and completion and related services shall be made by the Supplier in accordance with the terms specified by the MPCB in the work order.

5.8 Transportation

Supplier is required to transport the Goods from Origin to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, shall be arranged by the Supplier, and the related costs shall be included in the Price Tender.

5.9 Warranty

- a) The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent

improvements in design and materials, unless provided otherwise in the Work Order.

- b) The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.
- c) Unless otherwise specified, the equipment shall carry a comprehensive warranty for a period of Thirty Six (36) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination or for Forty Two (42) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- d) The defects, if any, during the guarantee/warranty period are to be rectified free of charge by arranging free replacement wherever necessary.
- e) The warranty on the associated software should cover providing of upgraded version/s, if any, released during the warranty period free of cost.
- f) The Bidder shall assure the supply of spare parts after warranty is over for maintenance of the equipment supplied if and when required for a period of 10 years from the date of supply of equipment on payment on approved price list basis.
- g) The equipment must be supported by a Service Centre manned by the OEM's technical support engineers. The support through this Centre must be available 24 hours in a day, seven days a week and 365 days a year. Also it should be possible to contact the OEM support Centre on a toll free number/web/mail.
- h) An undertaking from the manufacturer is required in this regard stating that they would facilitate the Bidder on regular basis with technology / product updates & extend support for the warranty as well.
- i) The vendor will have to arrange for all the testing equipment & tools required for installation, performance testing & maintenance etc.
- j) The OEM must have a local logistics support by maintaining a local spares depot in India. This is to ensure immediate delivery of spares parts from the OEM.
- k) MPCB shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. MPCB shall afford all reasonable opportunity for the Supplier to inspect such defects.
- l) Upon receipt of such notice, the Supplier shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the MPCB. This includes cost, insurance, freight, custom duty, octroi, local taxes if any should be borne by the beneficiary or his agent. A clear confirmation should be given for this item.

- m) If having been notified, the Supplier fails to remedy the defect within reasonable period of time, the MPCB may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the MPCB may have against the Supplier under the Work order.
- n) Goods requiring warranty replacements must be replaced on free of cost basis to MPCB.

5.10 Installation / Inspections, Tests and Training on O&M

- a) Bidder shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty and thereafter.
- b) Installation and demonstration to be arranged by the supplier free of cost and the same is to be done within 15 days of the arrival of the equipment at site.
- c) The Supplier shall at its own expense and at no cost to the MPCB carry out all such tests and/or inspections of the Goods and Related Services as discussed and agreed to during the course of finalization of contract.
- d) The Bidder has to state in detail the Electrical Power/UPS requirements, floor Space, head room, foundation needed and also to state whether Air-conditioned environment is needed to house the system and to run the tests. i.e. pre-installation facilities required for installation may please be intimated in the technical Tender. Subsequently, before the consignment lands in MPCB, the Bidder shall confirm that the pre installation requirements are sufficient for installation of the equipment. In other words the Bidder -should continuously monitor the pre-installation requirements and see that everything is ready before the consignment is taken to the site for installation. It may be noted that MPCB responsibility is only to provide space, clean power supply with earthing and water. Any additional requirements will have to be completed by the supplier at their own costs and such costs should be considered while Tendering.
- e) Should any inspected or tested Goods fail to conform to the specifications, the MPCB may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to MPCB.
- f) The supplier shall provide training on Operation and Maintenance of the instruments to Scientists at the site of installation for the period of ONE (1) Week.

5.11 Assignment

The Supplier shall not assign, in whole or in part, its obligations to perform under the work order, except with the MPCB's prior written consent.

5.12 Extension of time

- a) Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the MPCB.
- b) If at any time during execution of the work order, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the MPCB in

writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the MPCB shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the work order.

- c) Except as provided under the Force Majeure clause, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to Penalty Clause in the TENDER unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

5.13 Protection against Damage

The system shall not be prone to damage during power failures and trip outs. The normal voltage and frequency conditions available at site as under:

- a) Voltage 230 volts – Single phase/ 415 V 3 phase (+_ 10%)
- b) Frequency 50 Hz.

5.14 Annual Maintenance Contract

- a) The Bidders should also quote for Annual Maintenance Contract (comprehensive) after warranty for subsequent years.
- b) No sub-contracting will be allowed for installation or maintaining system/ equipment / instrument during or after warranty period.

6 SCOPE OF WORK

6.1 Supply of Equipment

- The supplier will supply the required equipment which is matching the technical and performance specifications as given by MPCB in this Tender.
- The equipment will be supplied by the supplier at its own cost to any / all of the delivery address mentioned in section 5.7.
- In case the equipment is being imported, the Supplier will do the necessary Custom Clearance before delivery. The necessary documents regarding Custom Duty benefits, if any, will be provided by MPCB.
- In case the equipment is found damaged on arrival at MPCB, the supplier at its own cost will replace the equipment.

6.2 Pre-installation site survey and ensuring site readiness

- Supplier at its own cost will conduct a pre-installation site survey and ensure all necessary conditions exist for proper installation and commissioning of the equipment.
- The prospective Bidders are advised to undertake a survey of the location before Tendering to assess the site readiness. Any specific and unique site requirement for the installation and commissioning of the equipment should be considered the overall costing of the equipment.
- MPCB's responsibility will be to solely provide required space, clean electricity with earthing and water supply, as may be needed for the equipment.

6.3 Installation, testing and commissioning of equipment

- The Supplier will do the physical installation of the equipment at the location and space provided by MPCB.
- The Supplier will do the pre-commission testing of the equipment as may be required.
- The supplier will configure and commission the equipment. The commissioning test results will be documented and submitted to MPCB for their approval.
- At all times during the entire process, the supplier will notify and pre-empt MPCB about the activities to be conducted and ensure their presence.

6.4 Documentation

All documentation relating to technical specifications, operating instructions, configuration details, etc. have to be neatly documented. The relevant printed literature and soft copies of literature should be handed over to MPCB. In case such literature is not sufficient, the Supplier at their own cost will create and give the necessary documentation.

The warranty details and equipment identification details will be provided to MPCB. In case of routine and periodic maintenance schedule during warranty, such schedule should be given to MPCB.

6.5 Training of equipment operation

A minimum training as specified in Section 5.10f of this Tender to be provided by the supplier. The training material should be given in hard copy format to each of the participants and ONE copy of the same should be submitted to the office Regional Officer, Nashik, MPCB.

6.6 Support during warranty and post warranty period

- Preventive Maintenance: The supplier is required to undertake periodic preventive maintenance of the equipment supplied as per the Manufacturer's recommendation. In absence of such recommendations, a preventive maintenance should be conducted at least on a six monthly basis
- Breakdown Maintenance: In case of break down, the Supplier, at its own cost, will ensure that the equipment is restored to working condition in ONE (1) business day. The Supplier will make the necessary replacements of the spares / parts with genuine spares / parts from the OEM. The maintenance will be completed at MPCB site. In case the equipment needs to be taken off the site / the repairs are likely to take more than ONE business day, the supplier will at its own cost, give a stand-by equipment.

6.7 Single Point of Contact

The service provider shall appoint a single point of contact with whom MPCB will interact for any activity pertaining to the requirements of this Tender.

6.8 Address of Location

Maharashtra Pollution Control Board is maintaining a well equipped Regional Laboratory at Nashik. The installation of the equipment will be at Regional Laboratory, Nashik, Maharashtra Pollution Control Board, Udyog Bhavan, Satpur MIDC, Near ITI, **Nashik- 422 107**.

6.9 Schedule

The selected agency will be required to complete the supply, installation, configuration and commissioning of the equipment within 15 days from the date of issue of Purchase Order.

The warranty support period will begin from the date of Certificate of Operation by MPCB and will be in force for 36 months.

The post-warranty support period will begin from date of end of warranty period and will be valid for 03 years.

7 ELIGIBILITY CRITERIA

7.1 Pre-requisite

The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the Tender document. The Bidder must also possess the technical know-how that would be required to successfully implement the replication solution and support services sought by MPCB for the entire period of the Work Order. The Tender must be complete in all respects and should cover the entire scope of work as stipulated in the document. Bidder not meeting the Eligibility Criteria stated below will not be considered for further invitation of financial Bids.

7.2 Eligibility Criteria

The TENDER is open to Bidders fulfilling the minimum eligibility criteria listed below

- a) All Indian manufacturers and Foreign manufacturers having their operations in India or their distributors in India, if any
- b) Firms or Corporate entities, public or private limited company registered under The Companies Act, 1956 and having a minimum of Five (5) years of experience as of 31st March 2015
- c) Bidder should have office in Maharashtra /India.
- d) The composition or the constitution of the joint venture, consortium, or association shall not be allowed for this Tender
- e) The Bids **NOT** meeting either of the above mentioned minimum criteria for eligibility will be rejected summarily.

8 INSTRUCTIONS TO BIDDERS

8.1 The Tender Document

8.1.1 Tender

- a) The Bidders are expected to examine all instructions, forms, Terms and Conditions and technical specifications of the Tender. Submission of a Bid not responsive to the Tender in every respect will be at the Bidder's risk and may result in the rejection of its Tender without any further reference to the Bidder/s.
- b) MPCB reserves the right to take any decision with regard to Tender process for addressing any situation which is not explicitly covered in the Tender document.

8.1.2 Cost of Tender document

The Tender Document would be made available to the prospective Bidders as per schedule mentioned in Section 3 of this document, on submission of a written request and a demand draft or pay order drawn on a Nationalized / Scheduled Bank, of **Rs.2000 (Rupees Two Thousand only)** payable at Nashik, favoring Maharashtra Pollution Control Board during the dates as mentioned in the Section 3. The Tender document is non-transferable and the fee paid is non refundable.

The Tender document can also be downloaded from MPCB's official website www.mpcb.gov.in. In such a case the prospective Bidder must purchase by paying the fees mentioned above during any working days of MPCB as per the schedule mentioned in Section 3. Prospective Bidder failing to pay the fee for the Tender then his Tender will not be accepted.

8.1.3 Amendment of TENDER Document

At any time prior to the deadline for submission of Tender, MPCB may, for any reason, whether at its own initiative or in response to a clarification requested by Bidders, amend the TENDER Document.

Amendments will be provided in the form of Addenda / corrigenda to the TENDER Document, which will be posted in MPCB's website. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda/corrigenda had been taken into account by the Bidder in its Tender.

In order to afford a reasonable time to the Bidders, in which to take the amendment into account in preparing their Tenders, MPCB may, at its discretion, extend the deadline for the submission of the Tenders and the same will be posted on MPCB's website.

From the date of issue, the Addenda to the TENDER document shall be deemed to form an integral part of the TENDER.

8.2 Preparation of Tender

8.2.1 Cost of Tendering

All costs and expenses incurred by prospective Bidders, in any way associated with the development, preparation, and submission of their Tenders, including but not limited to; the attendance at conferences/meetings, presentations, discussions, demonstrations, etc. and providing any additional information sought by MPCB, will be borne entirely and exclusively by the Bidders.

8.2.1 Due Diligence

The Tender shall be deemed to have been submitted after careful study and examination of this TENDER document. The Tender should be precise, complete and in the prescribed format as per the requirement of this TENDER document. Failure to furnish all information or submission of a Tender not responsive to this TENDER will be at the Bidder's risk and may result in rejection of the Tender. Also the grounds for rejection of Tender should not be questioned after the final declaration of the successful Bidder.

The Bidders are requested to carefully examine the TENDER documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the TENDER document, Bidders should seek necessary clarifications by e-mail as mentioned in Section 3.

8.2.2 Price Tender

Prices quoted in the Tender should include all costs towards execution and certification. The same should include all applicable taxes, duties levies, VAT/Sales Tax/Service Tax, fees etc. whatsoever.

The VAT/Sales Tax/Service Tax should be shown separately in the Price Schedule.

8.2.3 Earnest Money Deposit (EMD)

The Bidders shall submit Earnest Money Deposit @ 4 % of the Total Value quoted in the form of a Demand Draft / Pay order from a Nationalized or Scheduled bank in India in favor of "MAHARASHTRA POLLUTION CONTROL BOARD" payable at Nashik.

No interest will be paid on the EMD.

8.2.4 Return of EMD

- a) EMDs furnished by all unsuccessful Bidders will be returned on the expiration of the offer validity / finalization of successful Bidder, whichever is earlier, but not exceeding six months.
- b) The EMD of successful Bidder shall be returned / refunded after furnishing Performance Bank Guarantee as required in this TENDER.

8.2.5 Forfeiture of EMD

The EMD made by the Agency will be forfeited if:

- a) The Bidder withdraws his offer after opening of the offers but before Notification of Award.
- b) The selected Bidder withdraws his offer / proposal before furnishing Performance Bank Guarantee.
- c) The Bidder violates any of the provisions of the TENDER up to submission of Performance Bank Guarantee.
- d) If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading or information submitted by the Bidder turns out to be incorrect and / or conceals or suppresses material information.
- e) Failure to accept the order by the Selected Bidder within 7 days from the date of receipt of the Work Order makes the EMD liable for forfeiture at the discretion of MPCB. However MPCB reserves its right to consider at its sole discretion the late acceptance of the order by selected Agency.
- f) Failure to submit the Performance Bank Guarantee within the stipulated period makes the EMD liable for forfeiture. In such instance, MPCB at its discretion may cancel the order placed on the selected Bidder without giving any notice.

8.2.6 Period of Validity of Tenders

Tenders shall remain valid for a period of 180 days after the date of Tender opening or as may be extended from time to time. MPCB holds the right to reject a Tender not valid for a period of minimum 180 days as non-responsive, without any correspondence.

8.2.7 Extension of Period of Validity

In exceptional circumstances, prior to expiry of the Tender validity period, MPCB may request the Bidder's consent to an extension of the validity period. The request and response shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The EMD provided shall also be suitably extended. The Bidder may refuse the request without forfeiting the EMD.

8.2.8 Format of Tender

The Bidder shall prepare TWO (2) hard copy of the entire Tender (1 original + 1 copy) and one 'soft copy' of the Technical Tender marking it as "Technical Tender – Soft Copy".

8.2.9 Signing of Tender

The Tender shall be signed by a person or persons duly authorized to sign on behalf of the Bidder.

All pages of the Tender, except for printed instruction manuals and specification sheets shall be initialed by the person or persons signing the Tender.

The Tender shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case, such corrections shall be initialed by the person or persons signing the Tender.

The Tender shall be signed by a person or persons duly authorized to bind the Bidder to the contract. Such authority shall be either in the form of a written and duly stamped Power of Attorney as per Annexure-G or a Board Resolution duly certified by the company's competent authority, extract of which duly certified as true copy should accompany the Tender.

8.3 Submission of Tender

8.3.1 Content of Tenders

The Tender shall be in one envelope containing three (3) separate envelopes, i.e. Envelopes I, II and III. The contents of the envelopes are given in Sections 8.3.3.

8.3.2 3-Envelope Offer process

The Offer shall be prepared in 3 different envelopes, Envelope I, Envelope II & Envelope III.

Each of the three envelopes shall then be sealed and put into an outer envelope marked as *Response to TENDER No. RO_NSK/KUMBH/2015 dated DD/MM/YYYY for "Invitation of Bid for "Supply, Installation and Commissioning Laboratory Equipment to MPCB"*

The inner and outer envelopes shall

- a) be addressed to MPCB at the address mentioned in Section 3
- b) The inner envelopes shall indicate the name and address of the Agency.
- c) If the outer envelope is not sealed and marked as indicated and dropped in the Tender box assigned for the purpose at the address given, MPCB will assume no responsibility for the Tenders misplacement or premature opening.

8.3.3 Contents of the 3 Envelopes

Envelope 'I' should be super scribed as '**Eligibility Criteria**'. The following documents duly placed in a file shall be inserted inside Envelope I. Essentially the Bid should be bound with Indexing and page numbers:

- a) Proof of Purchase of Tender (self certified)
- b) Earnest Money (EMD) in the form of Demand Draft / Pay Order– Annexure A
- c) Tender Offer form (without price) – Annexure B.
- d) Bidder Information – Annexure C
- e) Eligibility Criteria Response Sheet – Annexure D
- f) Declaration of Acceptance of Terms and Conditions – Annexure E
- g) Declaration of Acceptance of the Scope of Work – Annexure F

- h) Power of Attorney or Board Resolution for Signing of Tender – Annexure G
- i) Letter of Undertaking – Annexure H
- j) Pre-Qualification Tender Letter – Annexure I
- k) Declaration Regarding Clean Track by Bidder – Annexure J
- l) Declaration by Manufacturer / Manufacturer's Authorization Form – Annexure L
- m) Income Tax PAN Details (Enclose self certified photocopy).
- n) Satisfactory performance certificates from minimum 05 customers where the Bidder has undertaken similar work

Envelope 'II' should be super scribed as '**Technical Offer**':

The following documents duly placed in a file, shall be inserted inside **Envelope II**. Essentially the Bid should be bound with Indexing and page numbers:

- a) Technical Evaluation- Annexure K
- b) Bidder Experience – Annexure T1
- c) Client details for reference– Annexure T2
- d) Line item wise masked price Tender.
- e) Bid document sealed and signed by authorized signatory.

The technical Bid envelope shall not include any financial information. If the technical Bid contains any financial information the entire Bid will be rejected.

Envelope 'III' should be super scribed as '**Price Bid**'. Essentially the Bid should be bound with Indexing and page numbers:

(Prices quoted in the Bid should include all costs towards execution and certification. The same should include all applicable taxes, duties, levies, VAT/Sales Tax/Service Tax, fees etc. whatsoever.)

8.3.4 Tender Submission

Tender sealed in accordance with the Instructions to Bidders should be delivered before the due date and time in Drop Box kept at the address as mentioned in Section 3.

The Bids should be made strictly as per the formats given in the Tender.

8.3.5 Bid Language and Currency

The Bid shall be in English Language.

All prices shall be expressed in Indian Rupees only.

8.3.6 Rejection of Bid

The Bid is liable to be rejected if:

- a) The document doesn't bear signature of authorized person.

- b) It is received through Fax/E-mail.
- c) It is received after expiry of the due date and time stipulated for Tender submission and not delivered in the drop box.
- d) Incomplete / incorrect Bids, including non-submission or non-furnishing of requisite documents / Conditional Tenders / Tenders not conforming to the terms and conditions stipulated in this Tender are liable for rejection by MPCB.

8.3.7 Deadline for Submission

The last date of submission of Tenders is given in Section 1, unless amended by MPCB through its website.

8.3.8 Extension of Deadline for submission of Tenders

MPCB may, at its discretion, extend this deadline for submission of Tenders by amending the Tender which will be intimated through MPCB website, in which case all rights and obligations of MPCB and Bidder will thereafter be subject to the deadline as extended.

8.3.9 Late Tenders

Tenders received after the scheduled time will not be accepted by MPCB under any circumstances. MPCB will not be responsible for any delay due to postal, courier service or any other means.

8.3.10 Modifications and Withdrawal of Tenders

Tender once submitted will be treated, as final and no further correspondence will be entertained on this. No Tenders will be modified after the deadline for submission of Tenders.

8.3.11 Right to Reject, Accept / Cancel the Tenders

MPCB reserves the right to accept or reject, in full or in part, any or all the Tenders without assigning any reason whatsoever.

MPCB does not bind itself to accept the lowest or any Bidder and reserves the right to reject all or any Bids or cancel the entire process, any time during the Tendering process, without assigning any reason whatsoever. MPCB also has the right to re-issue the Tender without the Bidder having the right to object to such re-issue.

8.3.12 Tender Abandonment

MPCB may at its discretion abandon this Tender process any time before Notification of Award or Purchase Order.

8.3.13 Tender Evaluation Process

The Tender Evaluation will be carried out in 2 stages:

Stage 1 – Envelopes I & II will be evaluated. Only those Bidders who have submitted all the required forms and papers and comply with the eligibility and technical criteria will be considered for further evaluation.

Stage 2 – Envelope III will be evaluated for those Bidders who qualify the Eligibility Criteria and Technical Criteria in Stage 1.

8.3.14 Contacting MPCB

From the time of Tender opening to the time of Contract award, if any Bidder wishes to contact MPCB for seeking any clarification in any matter related to the Tender, it should do so in writing by seeking such clarification/s from an authorized person. Any attempt to contact MPCB with a view to canvas for a Tender or put any pressure on any official of the MPCB may entail disqualification of the concerned Bidder and his Tender.

9 TENDER OPENING

9.1 Opening of Tenders

Tenders will be opened in 2 stages:

- a. Stage 1 – In stage 1 only Envelopes I & II will be opened
- b. Stage 2 – In stage 2 only Envelope III will be opened

9.2 Stage 1 - Opening of Envelopes I & II

MPCB will open Envelopes 'I' & 'II' in the presence of Bidders' representative(s) who choose to be present on the date, time and address mentioned in Section 3 or as amended by MPCB from time to time.

The representatives of the Bidder have to produce an authorization letter / identity card from the Bidder by way of letter or email to represent them at the time of opening of Tenders. Only one representative will be allowed to represent each Bidder. In case the Bidders' representatives are not present at the time of opening of Tenders, the Tenders will still be opened at the scheduled time at the sole discretion of MPCB.

The Bidders' representatives who are present shall sign the register evidencing their attendance. In the event of the specified date of Tender opening being declared a holiday for MPCB, the Tenders shall be opened at the appointed time and place on next working day.

Only those Tenders which meet eligibility and technical criteria will qualify for commercial evaluation.

9.3 Stage 2 - Opening of Envelope III

Bidders meeting the eligibility criteria and technical criteria will be intimated by email, the date, time and address for opening of the price Tenders.

The representatives of the Bidder have to produce an authorization letter / identity card from the Bidder by way of letter or email to represent them at the time of opening of Tenders. Only one representative will be allowed to represent each Bidder. In case the Bidders' representatives are not present at the time of opening of Tenders, the Tenders will still be opened at the scheduled time at the sole discretion of MPCB.

The Bidders' representatives who are present shall sign the register evidencing their attendance. In the event of the specified date of Tender opening being declared a holiday for MPCB, the Tenders shall be opened at the appointed time and place on next working day.

10 TENDER EVALUATION

10.1 Preliminary Examination of Tenders

The evaluation process would consider whether the Bidder has requisite prior experience and expertise to address MPCB's requirements and objectives. MPCB will examine the Tenders to determine whether they are complete, whether required information has been provided as underlined in the Tender document, whether the documents have been properly signed, and whether Tenders are generally in order.

Eligibility and compliance to all the forms and Annexure would be the next level of evaluation. Only those Tenders which comply with the eligibility criteria will be taken up for further technical evaluation.

MPCB may waive any minor informality, non-conformity or irregularity in the Tender that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Bidder.

To assist in the examination, evaluation and comparison of Tenders MPCB may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the Tender shall be sought, offered or permitted.

Written replies submitted in response to the clarifications sought by MPCB, if any, will be reviewed.

MPCB may interact with the customer references submitted by Bidder, if required.

If a Tender is not substantially responsive, it will be rejected by MPCB and may not subsequently be made responsive by the Bidder by correction of the nonconformity. MPCB's determination of Tender responsiveness will be based on the content of the Tender itself and will be considered as final and binding on the Bidder.

10.2 Evaluation of Technical Tenders

The Technical Evaluation will be based on the following broad parameters:

- a) Compliance to the technical specifications of the equipment as specified in the Tender
- b) Compliance to scope of work (requirements) as specified in the Tender.
- c) Written replies submitted in response to the clarifications sought by MPCB, if any, will be reviewed.
- d) MPCB may interact with the customer references submitted by Bidder, if required.

If in MPCB's opinion, the Technical Tender does not meet the minimum technical specifications & service requirements or is otherwise materially deficient / inconsistent in any other aspect; the Tender shall be declared Technically Evaluated & Non-Responsive and shall not be considered for further evaluation.

If in case, after technical evaluation, only one Bidder is found to be responsive & eligible, the Board will decide an acceptable price band and open Price Tender of the only eligible Bidder. If the price Tender of the Bidder

falls within the price band specified by the Board, the Bidder will be declared as the SUCCESSFUL BIDDER.

10.3 Evaluation of price Tenders

10.3.1 The price Tenders of only technically successful Bidders whose technical Tenders have been accepted as sufficiently responsive i.e. the Bidders who meet the eligibility criteria and technical specifications as mentioned in this Tender.

10.3.2 Arithmetic errors in the Tenders submitted shall be treated as follows:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
- b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of the MPCB, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.
- c) Where there is a discrepancy between the amount mentioned in the Tender and the line item total present in the price Tender, the amount obtained on totaling the line items in the price Tender will govern.

10.3.3 Evaluation Process

- a) The evaluation will be carried out if Price Tenders are complete and computationally correct. For the purpose of evaluation, only the Grand Total Price will be considered.
- b) In case the Bidder has not completely filled the Price Tender, the Price Tender will be considered Non-Responsive.
- c) To facilitate evaluation and comparison, MPCB will convert all Tender prices expressed in the amounts in foreign currency (USD) in which the Tender prices are payable to Indian Rupees at the selling exchange rate established by www.xe.com or www.rbi.org Valid on the date of Technical Tender Opening
- d) The Tenders shall be evaluated on the basis of final landing cost which shall be inclusive of all taxes, duties, levies and all costs towards transportation to MPCB, installation and commissioning of the equipment, training and any other on-site support services as mandated by the Scope defined in the Tender.
- e) For the Bidders Tendering in USD, the prices will be considered on CIF basis only. Tenders not specifying the necessary components such as Freight, Custom and / CVD duty, insurance will be termed as non-responsive and as such will not be considered for evaluation.

10.3.4 Award Criteria

Final choice of MPCB to award this project to a suitable Bidder to execute this project shall be made on the basis of GRAND TOTAL of the responsive Price Tenders and the contract will be awarded to the lowest evaluated Bidder.

10.3.5 Notification of award

MPCB will notify the successful Bidder in writing that his Tender has been accepted. Upon the successful Bidder's furnishing of performance security, MPCB will promptly notify each unsuccessful Bidder and will discharge their Tender security.

11 TERMS AND CONDITIONS

11.1 Definitions

- a) "Contract" means the Contract Agreement entered into between MPCB and the Agency / work Order issued by MPCB.
- b) "Contract Period" means the period mentioned in the Contract.
- c) "Contract Price" means the price or prices arrived at which will form the Contract Agreement.
- d) "Intellectual Property Rights (IPR)" means any and all copyright, moral rights, trademark, patent and other intellectual and proprietary rights, title and interests worldwide whether vested contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from extract or re-utilize data from, manufacture, introduce into circulation, publish, enter into computer memory, otherwise use any portion or copy in whole or in part, in any form, directly or indirectly, or authorize or assign others to do so.
- e) "Supplier" means the natural person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the MPCB and is named as such in the Contract Agreement.
- f) The "Purchaser" means Regional Officer, Maharashtra Pollution Control Board, Udyog Bhavan, 1st Floor, Trimbak Road, Near ITI, Satpur, Nashik - 422 007, India.
- g) "Day" means calendar day.
- h) "Completion" means the fulfillment of the Supply, Installation, Commissioning and Related Services by the Supplier in accordance with the terms and conditions set forth in the TENDER.
- i) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to MPCB under the Contract.
- j) "Related Services" means the services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- k) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

11.2 Letter of Award (LoA) or Work Order

After selection of the Successful Bidder and after obtaining internal approvals, MPCB will send Letter of Award (LoA) or Work Order to the Successful Bidder.

Upon the successful Bidder accepting the LoA / Work Order and submitting the required Performance Guarantee within stipulated time frame, MPCB will promptly notify each unsuccessful Bidder and will discharge all remaining EMDs, if any.

11.3 Performance Bank Guarantee

Performance Bank Guarantee shall be equal to 10 % of the Work Order (WO) value and valid for the contract period of the WO or 24 months from the date of issue, whichever is later. The service provider will submit Performance Bank Guarantee as per MPCB format attached vide Annexure-L hereto, within 10 days of receipt of the Letter of Award or WO. Upon the receipt of Performance Bank Guarantee, MPCB will discharge EMD of the Successful Bidder.

The Bank Guarantee will be from a Nationalized / Scheduled bank in India.

11.4 Taxes and Duties

All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per the prevailing rates while making any payment.

Price Tenders should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, VAT / Sales Tax / Service Tax, insurance, etc.

The benefits realized by the Bidder due to lower rates of taxes, duties, charges and levies shall be passed on by the Successful Bidder to MPCB.

11.5 Implementation Schedule:

The Supplier will be required to strictly adhere to the schedule mentioned below for implementation. All the timelines mentioned are in Calendar days and start from the date of issue of LOA / Work Order.

Supply of Equipment to MPCB Location	: 15 days
Installation of Equipment	: 05 days
Commissioning of Equipment	: 05 days
Certificate of Operation (CoO) from MPCB	: 365 days

The Supplier will work closely with the designated MPCB officials and keep them informed about the progress from time to time.

11.6 Penalty for Default in Delivery

In case the equipment is not commissioned as per the above mentioned benchmarked period or any extended period given by MPCB (in writing) then penalty would be imposed at the rate of 2% of the Order value for delay of

every week of delay or a part thereof subject to a .maximum of 10% of the contract value.

In case of the delay is beyond the maximum penalty period, MPCB may invoke the PBG and may consider termination of the contract.

11.7 Payment Terms

Payment for Goods and Services supplied from within India shall be made in Indian Rupees, as follows:

- (i) 90% percent payment shall be made against delivery, installation, commissioning and on acceptance as per Purchase Order at site.
- (ii) The remaining 10% percent of the Contract value shall be paid to the Supplier within Fifteen (15) days after the date of the acceptance certificate issued by the Purchaser subject to submission of performance security.

11.8 Price

Price shall remain fixed till the time of commissioning of the equipment. There shall be no increase in price for any reason whatsoever, except for changes in statutory taxes, duties and / or levies. Therefore no request for any escalation of the cost / price shall be entertained.

11.9 Right to vary the Quantities and Repeat orders

MPCB reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements to the extent of $\pm 30\%$ of the quantity /value without any change in unit price or other terms and conditions. Further, at the discretion of MPCB, the quantities in the contract may be enhanced by 30% within the delivery period.

MPCB has also right to place repeat order to the Supplier for any of the products mentioned in the work order within a period of ONE year from the date of Work Order.

11.10 Confidentiality

The service provider and subcontractors, if any, shall (whether or not he submits the Tender) treat the details of the documents as secret and confidential. The service provider shall execute separate NDA on the lines of the draft provided in Annexure M hereto.

11.11 Intellectual Property Rights:

All rights, title and interest of MPCB in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of MPCB and the service provider shall not be entitled to use the same without the express prior written consent

of MPCB. Nothing in contract including any discoveries, improvements or inventions made upon with/by the use of the service provider or its respectively employed resources pursuant to contract shall neither vest nor shall be construed so that to vest any proprietary rights to the service provider. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of the Work Order.

11.12 Facilities Provided by MPCB:

- MPCB will provide necessary documentation to Supplier regarding exemptions / subsidies in various taxes / duties / levies. Supplier will not misuse the same. It will be supplier's sole responsibility to ensure safe delivery of the equipment to the designated location and complying and completing all necessary statutory formalities involved.
- MPCB will provide space, basic electricity, water and basic ambient conditions for the equipment to be commissioned. However, in case of any specific needs of the Supplier / Equipment should be fulfilled by the supplier at its own cost and with permission of MPCB. In case any specific structural requirements are visualized by the Bidders, the same should be brought to notice of MPCB during the pre-bid conference.
- Bidders are advised to undertake a site survey at their own cost before Bidding and should include such special costs, if any, in the cost of equipment.

11.13 No Damage of MPCB Property

Service provider shall ensure that there is no loss or damage to the property of MPCB while installation and commissioning of the equipment. In case, it is found that there is any such loss/damage due to direct negligence/non-performance of duty by any personnel, the amount of loss/damage so fixed by MPCB shall be recovered from Supplier.

11.14 Indemnity

The Supplier shall indemnify, protect and save MPCB and hold MPCB harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

- a) An act of omission or commission of the Supplier, its employees, its agents, or employees of its sub-contractors in the performance of the services provided by this Work Order,
- b) Breach of any of the terms of this Work Order or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the service provider,
- c) Bonafide use of the deliverables and or services provided by the Supplier,
- d) misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project,
- e) Claims made by the employees, sub-contractor, sub-contractor's employees, who are deployed by the service provider, under this Work order,

- f) Breach of confidentiality obligations of the Supplier,
- g) Gross negligence or gross misconduct solely attributable to the Supplier or by any agency, contractor, subcontractor or any of their employees by the Supplier for the purpose of any or all of the obligations under this Work Order.

The Supplier shall further indemnify MPCB against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, patents, and third-party claims on MPCB for malfunctioning of the equipment or software or deliverables at all points of time, provided however, MPCB notifies the Supplier in writing immediately on being aware of such claim, and the Supplier has sole control of defense and all related settlement negotiations.

Supplier shall be responsible for any loss of data, loss of life, etc, due to acts of Supplier's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk.

The Supplier shall indemnify MPCB (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- a) Non-compliance of the Supplier with Laws / Governmental Requirements.
- b) Intellectual Property infringement or misappropriation.
- c) Negligence and misconduct of the Supplier, its employees, sub-contractor and agents.
- d) Breach of any terms of Work Order, Representation or Warranty.
- e) Act of omission or commission in performance of service.
- f) Loss of data.

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities, compensation suffered by MPCB arising out of claims made by its customers and/or regulatory authorities.

The Supplier shall indemnify, protect and save MPCB against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc., or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of all the hardware, software and network equipment or other systems supplied by them to MPCB from whatsoever source, provided MPCB notifies the Supplier in writing as soon as practicable when MPCB becomes aware of the claim however,

- a) The Supplier has sole control of the defense and all related settlement negotiations
- b) MPCB provides the Supplier with the assistance, information and authority reasonably necessary to perform the above and
- c) MPCB does not make any statements or comments or representations about the claim without the prior written consent of the service provider, except where MPCB is required by any authority/ regulator to make a comment / statement/ representation. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensations. However indemnity would

cover damages, loss or liabilities suffered by MPCB arising out of claims made by its customers and/or regulatory authorities.

11.15 Supplier's Liability

The selected Supplier will be liable for all the deliverables.

The Supplier's aggregate liability in connection with obligations undertaken as part of the Work Order regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the work Order.

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities, compensation suffered by MPCB arising out of claims made by its customers and/or regulatory authorities.

11.16 Liquidated Damages

Due to negligent act of the service provider, if MPCB suffers losses, and incurs damages, the quantification of which may be difficult, the amount specified hereunder shall be construed as reasonable estimate of the damages and the service provider shall agree to pay such liquidated damages as defined hereunder:

The total amount of liquidated damages under this engagement shall not exceed 5% of the total value of the Work Order.

11.17 Fraudulent and Corrupt Practice

- a) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of the project and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the MPCB of the benefits of free and open competition.
- b) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressuring to influence the action of a public official in the process of project execution.
- c) MPCB will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for or in executing the project.

11.18 Force Majeure

Notwithstanding the provisions of the TENDER, the service provider or MPCB shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Work Order is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the supplier and not involving MPCB or Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.

If force majeure situation arises, the Supplier shall promptly notify MPCB in writing of such condition and cause thereof. Unless otherwise directed by MPCB in writing, the Supplier shall continue to perform its obligations under the Work Order as far as possible.

11.19 Work Order cancellation

MPCB reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to MPCB alone;

- a) Serious discrepancy observed during performance as per the scope of project
- a) If the Supplier makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the service provider turns out to be incorrect and/or conceals or suppresses material information.

In case of order cancellation, any payments made by MPCB to the Supplier would necessarily have to be returned to MPCB with interest @15% per annum from the date of each such payment. Further the Supplier would also be required to compensate MPCB for any direct loss incurred by MPCB due to the cancellation of the Work order and any additional expenditure to be incurred by MPCB to appoint any other Supplier. This is after repaying the original amount paid.

11.20 Termination of Contract

- a) **For Convenience:** MPCB by written notice sent to the Supplier may terminate the contract in whole or in part at any time for its convenience giving one months prior notice. The notice of termination shall specify that the termination is for convenience the extent to which Supplier's performance under the work Order is terminated and the date upon which such termination become effective
- b) **For Insolvency:** MPCB may at any time terminate the Work Order by giving written notice to the Supplier, if the Supplier becomes bankrupt or insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to MPCB.
- c) **For Non-Performance:** MPCB reserves its right to terminate the Work Order in the event of the Supplier fails to supply / install / Commission / provide support to the equipment supplied as per the provisions of TENDER.

11.21 Resolution of Disputes

All disputes or differences between MPCB and the service provider shall be settled amicably. If, however, the parties are not able to resolve them, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

MPCB and the Supplier shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

If, MPCB and the Supplier find themselves unable to resolve amicably a dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation, arbitration/ mediation by a third party and/or adjudication in an agreed national forum.

The dispute resolution mechanism to be applied shall be as follows:

- a) In case of Dispute or difference arising between MPCB and the Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act,1996. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by MPCB and the Supplier. The third Arbitrator shall be chosen by mutual discussion between MPCB and the Supplier
- b) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and
- c) Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties.

11.22 Governing and Applicable Law

This Work Order, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India. The same shall be interpreted in accordance with the laws of the Union of India and the Supplier shall agree to submit to the courts under whose exclusive jurisdiction the Registered Office of MPCB falls.

11.23 Addresses for Notices

Following shall be address of MPCB.MPCB address for notice purpose:

Member Secretary
Maharashtra Pollution Control Board,
Kalpataru Point, 3rd floor,
Opp. Cine Planet Cinema, Sion Circle, Mumbai-400 022

12 SCHEDULE OF REQUIREMENT

Equipment Name	BOD Incubator	CODE	01
Location/s	MPCB, Regional Laboratory, Nashik		
Quantity	01 No.		

Make		Model		Product Code	
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Sr. No.	Feature	Minimum Specifications	Compliance (Y/N)	Deviations
1	Construction	Doubled walled construction with thick high grade PUF insulation. Outer Body made of stainless Steel (S.S-304) with dull smooth buff finish. Inner Chamber made of Stainless Steel (S.S-316) with mirror polish.		
2	Size in cm (HxWxD) cm	90 x 60 x 60		
3	Capacity	325 Liters		
4	Shelves	4 Nos. (Stainless Steel rod / Perforated Adjustable Shelves)		
5	Door	Should be full view inner acrylic door & front door with gasket & locking arrangement.		
6	Temp. Range	5 °C to 60 °C		
7	Temp. Accuracy	±0.5 °C		
8	Temp. Controller	Temperature is controlled by LCD Display PID (Proportional Integral Derivative) based Digital Temperature Controller cum Indicator with PT-100 (Resistance Thermometer) sensor with Time/Date display with dual display of set value and process value		
9	Insulation	75 mm. gap between the walls is filled with high grade super fine mineral glass wool		

		for proper insulation and to avoid thermal loss		
10	Recorder	In built Temperature recorder with USB port for downloading the data on to computer. Data display in table and graph format		
11	Panel	Panel is located at the top of the Instruments		
12	Sensor	PT100		
13	Heaters	ISI Marked S.S. tubular Heating Elements		
14	Refrigeration System	Should be CFC free hermetically sealed Emerson Copeland make compressor or equivalent with R134A (Eco friendly) refrigerant with time delay .		
15	Validation Port	50mm Validation port hole with silicon rubber seal should be provided to insert sensor for validation		
16	Air Circulation	Motorized blower should be provided to maintain uniform temperature condition inside the chamber.		
17	Safety Features	Standby thermostat should be provided to cut off heater supply in case the overshoot of temperature.		
		In built over load protector should be provided for compressor with delay timer.		
18	Power	230 Volts (+/- 10 Volts), Single Phase, 50 Hz		
19	Features	Standby refrigeration		
		Data Logger		
		Door access security system with mobile alert.		
		Safety digital temperature controller		
		Timer		
		Illumination Lamp (15 W) to be provided		

Invitation of Tender for Supply, Installation and Commissioning of Laboratory Equipment to MPCB

		inside the Chamber		
20	Supplied complete with Voltage Stabilizer, Instruction manual etc. To operate on 220 V, single phase, 50 Hz, AC supply. Warranty required for compressor and Blower separately other than whole instrument			
21	To be provided with NABL Accredited Lab. Calibration Certificate for Temperature control of B.O.D.INCUBATOR			

Equipment Name	Semi Micro Balance	CODE	02
Location/s	MPCB, Regional Laboratory, Nashik		
Quantity	01 No.		

Make		Model		Product Code	
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Sr. No.	Feature	Minimum Specifications	Compliance (Y/N)	Deviations
1	Weighing Capacity	6.1 gm		
2	Readability	0.001 mg		
3	Response Time	5 seconds		
4	Linearity	≤ ± 0.004 mg		
5	Pan Size	90 mm dia (Filter weighing)		
6	Calibration	1. Built-in, motorized calibration weight 2. Fully automatic self calibration system (isoCAL) activated by changes in temperature or at regular time interval		
7	Other Features	Monolithic Block Weighing Technology (faster response & ruggedness)		
		Touch screen, high resolution colored TFT 5.7" graphic display. Tilttable Display Control Unit		
		Hands free operation & control for draft shield using IR sensor		
		Manual flat design stainless steel draft		

		shield for weighing filters		
		Leveling indicator on display		
		SD card reader built into display and control unit		
		Q-Pan for off-centre loading error compensation		
		Multiple user profile creation, storage & task management		
		2 level user password protection		
		Audit Trail function		
		Integrated elibi memory for traceable transfer of Data		
		Alpha – numeric IDs		
		Std USB, Ethernet & RS232 serial port		
		Both side Tare keys for convenient left/right handed operations		
		Built-in overload protection		
		Filters for adapting the balance to ambient conditions		
		Provision for weighing below the balance		
		The balance should be supply with Ionization blower to eliminate electrostatic charges on sample containers & samples		
8	Built-in application programs like	Mass unit conversion by toggling, SQmin function for minimum sample weight according to the USP, isoCAL automatic calibration adjustment function, customized identification, density determination, statistics, calculation, averaging (weigh averaging), formulation, weighing in percent, time-controlled functions, totalizing, DKD measurement uncertainty, second tare memory, counting, over/under checkweighing		
9	Other	The instrument should be supplied with		

Invitation of Tender for Supply, Installation and Commissioning of Laboratory Equipment to MPCB

	Requirement	instruction / operation / maintenance manual and dust cover.		
10	Warranty	Comprehensive warranty for at least 3 years		

Equipment Name	UV-VIS Spectrophotometer	CODE	03
Location/s	MPCB, Regional Laboratory, Nashik		
Quantity	01 No.		

Make		Model		Product Code	
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Sr. No.	Feature	Minimum Specifications	Compliance (Y/N)	Deviations
1	Description	True Double beam spectrophotometer should have its own LCD display with keyboard facility for the operation in standalone mode as well as PC compatibility with capabilities like multi wavelength photometric, spectrum, time scan, kinetics, multi component quantitation		
2	Range	190nm to 1100nm		
3	Monochromator	Blazed holographic grating with Crenzy Turner Mountings along with silicon photo diode detector.		
4	Spectral Bandwidth	1/ 1.5 nm		
5	Wavelength accuracy	+/-0.3nm over entire range		
6	Wavelength repeatability	+/- 0.1nm		
7	Wavelength scanning rate	from 2nm/min to 3000nm/min		
8	Lamp Changeover	Automatic and user selectable lamp changeover between UV to visible Range		

9	Light source	Separate Deuterium and tungsten lamp for UV and VIS range		
10	Stray Light	<0.02 %T @ 220 nm		
11	Slew speed	6,000 nm/min		
12	Hardware	<ul style="list-style-type: none"> Instrument should be provided with at least 4 USB port for data storage on thumb drive, connectivity to computer and printer directly to instrument. Data stored in thumb drive should be at least in text format and transferable to MS Excel. Instrument should have facility to take print outs from instrument on printers directly WINDOWS 7 professional 32 bit with service pack of higher version and higher version of internet Explorer should be provided while installing the S/w in PC. 		
13	Software	<ul style="list-style-type: none"> Software should able to perform spectrum, kinetics and quantitation with normalization, peak pick, point peak, area calculation, derivatives, smoothing, reciprocal, square root, log, Abs to %T, averaging, interpolation, data set and constant arithmetic, multiple factors and user design equation, display of standard and sample table simultaneously with calibration and sample curve. Software should be GLM and GMP compliant with multilevel security and history. Software should have user design report formatting with various type of pre defined formatting included including multi page layout. 		
14	Additional item	Operation and maintenance manual – Two sets		
15	Warranty	Comprehensive warranty for three years		

Equipment Name	TKN Analyzer	CODE	04
Location/s	MPCB, Regional Laboratory, Nashik		
Quantity	01 No.		

Make		Model		Product Code	
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Sr. No.	Feature	Minimum Specifications	Compliance (Y/N)	Deviations
1	Description	The system should comprise of Digestion, Distillation unit with Inbuilt Titration Unit.		
2	Digestion System	<p>High temperature digestion system with radiant heating element – infrared for rapid digestion for 12 samples (250 ml) at a time with temperature up to 650°C.</p> <p>Heating technology – Radiation, Programmable heating & time control (Minimum 9 Programs each with 9 ramps of heating & time control).</p> <p>RS 485 interface for communication.</p> <p>Safety feature of excess temperature cutoff.</p> <p>Up gradation should be possible for doing both Micro, Macro & Jumbo digestions using tubes of 100ml, 250ml, 400ml & 800ml .</p> <p>The system should be provided with inbuilt two tier console, set of 250ml digestion tubes, drip tray, Isoversinic tubing for fume suction, Insert rack & Exhaust manifold & jet pump.</p> <p>Power 1500 watts, Voltage – 230 VAC.</p> <p>System to be supplied with 2 stage Scrubber unit for removal of fumes.</p>		
3	Distillation System with Inbuilt Titration unit (PC Controlled)	<p>Automatic sample Dilution, Automatic addition of NaOH, Programmable Reaction time, Programmable Distillation time, Programmable Steam Power (40 –100%), Automatic Suction of sample waste, Automatic addition of boric acid.</p> <p>Inbuilt / Integrated Titration system by Micro dosing pump, In built Receiver vessel with level sensor & stirrer.</p> <p>Automatic addition of titrant in inbuilt receiver vessel, Automatic suction of receiver at the end of sample analysis,</p> <p>Detection of Titration by pH method, Control via PC with software Manager, Desktop / Laptop to be supplied along with Laser Printer,</p> <p>Data Logging Functions,</p>		

		<p>Optical & Acoustical error message,</p> <p>Protection door with safety switch,</p> <p>Automatic Titration by Micro Dosing pump,</p> <p>Minimum 1000 data storage, Minimum 2000 calibration data storage,</p> <p>Recovery > 99.5%,</p> <p>System accept Kjeldhal Flask 250ml to 750ml, Digestion tube 100- 800 ml,</p> <p>Interface RS 485 x 2, Chemical Check Reservoir, Calibration of reagent Pumps & Electrode,</p> <p>Software - Which meets all requirements of modern laboratory management.</p> <p>The Software should control and monitor the entire distillation process and offer versatile possibility of documentation & log book function. Connection to balance, Export & Import of sample data.</p> <p>Adjustment of Titration parameters, Service Module for calibration, Analysis result using various formula, Creation of Programme, Library, Operators name etc.</p>		
--	--	--	--	--

Equipment Name	PM 2.5 Sampler	CODE	05
Location/s	MPCB, Regional Laboratory, Nashik		
Quantity	04 Nos.		

Make		Model		Product Code	
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Sr. No.	Feature	Minimum Specifications	Compliance (Y/N)	Deviations
1	Sampler	Manual filter based sampler, confirming to USEPA Manual Reference / Equivalent Method		
2	Flow rate	Fixed, 1m ³ /hour (16.7 lpm) controlled by Mass Flow Controller. The performance criteria shall be		

		restricted to the requirement at par with FRM		
3	Elapsed time indicator	Up to 99.99 hours		
4	Vacuum pump	Diaphragm type, brush less motor, Pulse dampeners has to be in-built if any pulsating pump is provided		
5	Flow recorder	Memory based recording downloadable to computer and/or manually displayed on screen		
6	Dry gas meter (Volume totalizer)	Calibrated volume totalizer capable to display instantaneous volume passed with an averaging of 30 seconds or better frequency		
7	Volumetric Flow rate compensation	Ambient temperature and pressure sensors to control volumetric flow rate		
8	Power requirement	230 ± 10 VAC, ± 10, 50 Hz 0.5 Amp. max.		
9	Size Selective inlets	Opposed jet impaction for PM ₁₀ cut and Very Sharp Cut Cyclone / WINS impactor for PM _{2.5} Cut off		
10	Special Features	The system should have an option to be used for PM ₁₀ sampling and necessary attachments should be supplied		
11	Calibration Unit (Optional)	Calibration unit to calibrate the flow rate of the instrument		
12	Additional supply	Manufacturer's standard operation kit including all required items, fittings for start up / regular operation of instrument. Operation and maintenance manual for each unit. Spares and consumables for three year operation		
13	Following filter papers should be supplied along with each instruments			
14	PTFE membrane filter with PMP (poly methyl pentene) support ring (2 µm, 47 mm) = 10 packets (pack of 100 Nos.).			

13 DOCUMENTS & FORMS TO BE PUT IN ENVELOPE – “I”

Annexure A - Bidder's Letter for EMD / Tender Security

To
Regional Officer
Maharashtra Pollution Control Board
Udyog Bhavan, 1st Floor, Trimbak Road
Near ITI, Satpur, Nashik- 422 007.
Ph: 0253-2365150
Fax: 0253-2365150

Subject: TENDER No.RO_NSK/KUMBH/2015 dated DD/MM/YYYY for “Invitation of Bid for “Supply, Installation and Commissioning of Laboratory Equipment”

We have enclosed an EMD in the form of a Demand Draft/Pay Order No. _____ issued by the _____ branch of the _____ Bank, for the sum of Rs.XXXXXX (Rupees _____ only). This EMD is as required by clause 8.2.4 of the above referred Tender.

Thanking you,

Yours faithfully,

(Signature of the Authorized representative)

Printed Name:

Designation:

Seal:

Date:

Business Address:

Annexure B - Tender Offer Form (without Price)
(Bidder's Letter Head)

OFFER LETTER

Date:

To

Regional Officer
Maharashtra Pollution Control Board
Udyog Bhavan, 1st Floor, Trimbak Road
Near ITI, Satpur, Nashik- 422 007.
Ph: 0253-2365150
Fax: 0253-2365150

Dear Sir,

Subject: TENDER No.RO_NSK/ _ / 2015 dated DD/MM/YYYY for "Invitation of Bid for "Supply, Installation and Commissioning of Laboratory Equipment"

We have examined the above referred Tender document. As per the terms and conditions specified in the Tender document, and in accordance with the schedule of prices indicated in the price Tender and made part of this Tender.

We acknowledge having received the following addenda / corrigenda to the Tender document.

Addendum No. / Corrigendum No.	Dated

While submitting this Offer, we certify that:

1. Prices have been quoted in INR .
2. The prices in the Tender have not been disclosed and will not be disclosed to any other Bidder.
3. We have not induced nor attempted to induce any other Bidder to submit or not submit a Tender for restricting competition.
4. We agree that the rates / quotes, terms and conditions furnished in this Tender are for MPCB.

If our Tender is accepted, we undertake, to start the assignment under the scope immediately after receipt of your LoA / WO. We have taken note of penalty clauses in the Tender and agree to the same. We also note that MPCB reserves the right to cancel the order and order cancellation clause as per terms and condition would be applicable. We understand that for delays not attributable to us or on account of uncontrollable circumstances, penalties will not be levied and that the decision of MPCB will be final and binding on us.

We agree to tender by this offer till 180 days from the last date stipulated by MPCB for submission of Tender, and our offer shall remain binding upon us and may be accepted by MPCB any time before the expiry of that period.

Until a formal Work Order is prepared and executed with the selected Bidder, this offer will be binding on us. We also certify that the information / data / particulars furnished in our Tender are factually correct. We also accept that in the event of any information / data / particulars are found to be incorrect, MPCB will have the right to disqualify /blacklist us and forfeit Tender security.

We undertake to comply with the terms and conditions of the TENDER document. We understand that MPCB may reject any or all of the offers without assigning any reason whatsoever.

As security for the due performance and observance of the undertaking and obligation of the TENDER we submit herewith Demand Draft / Pay order bearing no. _____ dated _____ drawn in favor of "**MAHARASHTRA POLLUTION CONTROL BOARD**" for an amount of Rs. **XXXXXX** (Rs. _____ Only) payable at Mumbai.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Bidder:

Address

Annexure C - Bidder's Information

Details of the Bidder				
1	Name of the Bidder			
2	Address of the Bidder			
3	Status of the Company (Private Limited / Public Limited)			
4	Details of Incorporation of the Company in India.	Date:		
		Ref#		
5	Valid VAT registration no.			
6	Valid Service tax registration no.			
7	Permanent Account Number (PAN)			
8	Name & Designation of the contact person to whom all references shall be made regarding this TENDER			
9	Telephone No. (with STD Code)			
10	E-Mail of the contact person:			
11	Fax No. (with STD Code)			
12	Website			
13. Financial Details (as per audited Balance Sheets) (in Lakhs (Rs.))				
	Financial Year	2012-13	2015-14	2014-15
	Net worth			
	Turn Over			

Signature: _____.

Name: _____

Designation: _____

Date: _____, Place _____

Seal: _____

Annexure D - Eligibility Criteria Response

Sr. No.	Eligibility Criteria	Response Document
1	Firms or Corporate entities, public or private limited company registered under The Companies Act, 1956 and having a minimum of Five (05) years of experience in the same field.	Certificate
2	Bidder should have office in Mumbai and minimum at TWO (2) other locations in Maharashtra /India to cover the locations of MPCB laboratories.	Self Attested List of offices with Location wise details of Address, Contact Person and Telephone Number
3	Minimum Average Annual Turnover of Rs. XX Crores (Rs. XX Crores only) for three consecutive years ending 31 st March 2015	CA's certificate
4		Self attested List of references in the format provided
5	The status about being blacklisted by institution in India.	Declaration as per the format provided

Signature: _____.

Name: _____ -

Designation: _____

Date: _____, Place _____

Annexure E – Declaration for Acceptance of Tender Terms and Conditions

To

**Regional Officer
Maharashtra Pollution Control Board
Udyog Bhavan, 1st Floor, Trimbak Road
Near ITI, Satpur, Nashik- 422 007.
Ph: 0253-2365150
Fax: 0253-2365150**

Sir,

**Subject: TENDER No.RO_NSK/KUMBH/2015 dated DD/MM/YYYY for
“Invitation of Bid for “Supply, Installation and Commissioning of Laboratory
Equipment”**

I have carefully gone through the Terms & Conditions contained in the above referred Tender document. I declare that all the provisions of this Tender are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Authorized representative)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure F – Declaration for Acceptance of Scope of Work

To

**Regional Officer
Maharashtra Pollution Control Board
Udyog Bhavan, 1st Floor, Trimbak Road
Near ITI, Satpur, Nashik- 422 007.
Ph: 0253-2365150
Fax: 0253-2365150**

Sir,

**Subject: TENDER No.RO_NSK/KUMBH/2015 dated DD/MM/YYYY for
“Invitation of Bid for “Supply, Installation and Commissioning of Laboratory
Equipment”**

I have carefully gone through the Scope of Work contained in the above referred Tender document and the same is acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Authorised representative)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure G – Format Power of Attorney
(On a stamp paper of relevant value)

Know all men by the present, we _____ (name of the company and address of the registered office) do hereby appoint and authorize Mr _____ (full name and residential address) who is presently employed with us holding the position of _____ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for “_____” in response to the TENDER No. _____ by MPCB, including signing and submission of all the documents and providing information / responses to MPCB in all the matter in connection with our Offer.

We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of _____ 2015

For _____.
(Signature)
(Name Designation and Address)

Accepted
(Signature)
(Name Designation)
Date:
Business Address:

Annexure H - Letter of Undertaking
(On Bidder's Letter Head)

To

**Regional Officer
Maharashtra Pollution Control Board
Udyog Bhavan, 1st Floor, Trimbak Road
Near ITI, Satpur, Nashik- 422 007.
Ph: 0253-2365150
Fax: 0253-2365150**

Sir,

Subject: TENDER No.RO_NSK/_/201_ dated DD/MM/YYYY for "Invitation of Bid for "Supply, Installation and Commissioning of Laboratory Equipment"

We submit our Tender herewith.

We understand that

- You are not bound to accept the lowest or any Offer received by you, and you may reject all or any Offer.
- If our Tender for the above job is accepted, we undertake to furnish the required Performance Bank Guarantee in the format acceptable to MPCB at our cost, within 10 days of receipt of your LoA. Till such time the Performance Bank Guarantee is furnished, this Offer together with your written acceptance thereof shall constitute a binding contract between us.
- If our Tender is accepted, we will be responsible for the due performance of the contract.

Dated at _____ this _____ day of _____ 2015.

Yours faithfully

For _____

Signature: _____

Name: _____

Annexure I - Pre-Qualification Offer Letter
(On Bidder's Letter Head)

To

**Regional Officer
Maharashtra Pollution Control Board
Udyog Bhavan, 1st Floor, Trimbak Road
Near ITI, Satpur, Nashik- 422 007.
Ph: 0253-2365150
Fax: 0253-2365150**

Subject: TENDER No.RO_NSK/KUMBH/2015 dated DD/MM/YYYY for "Invitation of Bid for "Supply, Installation and Commissioning of Laboratory Equipment"

We, the undersigned, having read and examined in detail all the TENDER documents do hereby propose to provide the services as specified in the TENDER document dated DD/MM/YYYY along with the following:

a. EARNEST MONEY DEPOSIT (EMD)

We have enclosed an EMD in the form of a Demand Draft / Pay Order for the sum of Rs. _____/- (Rupees _____only). This EMD is liable to be forfeited in accordance with the provisions of the *Terms and Conditions* of the Contract.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief. We understand that our Tender is binding on us and that you are not bound to accept a lowest Tender you receive. Thanking you,

Yours faithfully,

(Signature of the Authorised Representative)

Printed Name:

Designation:

Seal:

Date:

Business Address:

Annexure J - Declaration regarding Clean Track by Bidder
(On Bidder's Letterhead)

To

**Regional Officer
Maharashtra Pollution Control Board
Udyog Bhavan, 1st Floor, Trimbak Road
Near ITI, Satpur, Nashik- 422 007.
Ph: 0253-2365150
Fax: 0253-2365150**

Sir,

Subject: TENDER No.RO_NSK/_/201_ dated DD/MM/YYYY for "Invitation of Bid for "Supply, Installation and Commissioning of Laboratory Equipment"

I have carefully gone through the Terms and Conditions contained in the above referred TENDER. I hereby declare that my company/firm is not currently debarred/black listed by any Government / Semi Government organizations/ Institutions in India. I further certify that I am competent officer in my company/firm to make this declaration.

Or

I declare the following

No.	State in which the company is debarred/blacklisted/case is pending	Black listed/debarred by Government / Semi Government organizations/ Institutions	Reason	Since when and for how long

(NOTE: In case the company/firm was blacklisted previously, please provide the details regarding Period for which the company/firm was blacklisted and the reason/s for the same)

Yours faithfully,

(Signature of the Authorised Representative)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure K – Technical Evaluation

Sr. No.	Technical Evaluation	Actionable	Bidder's Response
1	Establishing Minimum Eligibility	Supporting Documentation	Yes/No
2	Establishing Financial Capability	CA Certificate / Audited balance sheets	Yes/No
3	Acceptance of Scope of Work (requirements) as specified in the Tender along with schedule.	<ul style="list-style-type: none">•Proposal Document highlighting methodology and schedule•Acceptance of scope.•List of certified resources to be deployed with their experience	Yes/No
4	Establishing Organization Capability	Supporting documentation	Yes/No
5	Establishing Past Experience	Supporting documentation	Yes/No

Annexure L – Declaration by Manufacturer / Manufacturer’s Authorization Form

DECLARATION BY MANUFACTURER

(To be submitted ONLY if the Manufacturer is the Bidder)

(This letter of authority must be on the letterhead of the Manufacturer, must be signed by a person competent and having the power of attorney to bind the Producer, and must be included by the Quotation in its Quotation)

To,

**Regional Officer
Maharashtra Pollution Control Board
Udyog Bhavan, 1st Floor, Trimbak Road
Near ITI, Satpur, Nashik- 422 007.
Ph: 0253-2365150
Fax: 0253-2365150**

Subject: TENDER No.RO_NSK/_/201_ dated DD/MM/YYYY for “Invitation of Bid for “Supply, Installation and Commissioning of Laboratory Equipment”

Dear Sir,

WHEREAS, we <Name and address of the Manufacturer (Bidder)> who are official manufacturers of <description of the respective equipment> do hereby would like to submit a Quotation of the following Products <Name of product/s> manufactured by us, for the Supply Requirements associated with the above Invitation for Quotation <Ref No. _____>. These products are subject to standard end- user warranty terms for the period of warranty as required by MPCB.

We assure you that we will fulfil our service obligation in respect of the Warranty Terms and Support required as and for the period mentioned in the Invitation for Quotation.

Yours faithfully,

Name

In the capacity of

Signed

Duly authorized to sign the authorization for and on behalf of :

Dated :.

Place :

MANUFACTURER'S AUTHORISATION FORM

(To be submitted by Authorized Dealers of Manufacturer)

(This letter of authority must be on the letterhead of the Manufacturer, must be signed by a person competent and having the power of attorney to bind the Producer, and must be included by the Bidder in its Quotation)

To,

**Regional Officer
Maharashtra Pollution Control Board
Udyog Bhavan, 1st Floor, Trimbak Road
Near ITI, Satpur, Nashik- 422 007.
Ph: 0253-2365150
Fax: 0253-2365150**

Subject: TENDER No.RO_NSK/ /201_ dated DD/MM/YYYY for "Invitation of Bid for "Supply, Installation and Commissioning of Laboratory Equipment"

Dear Sir,

WHEREAS <Name and address of the Manufacturer> who is official manufacturer of <description of the respective equipment> do hereby authorize <name of the Bidder> located at <Address of the Bidder> (hereinafter, the "Bidder") to submit a Quotation of the following Products <Name of product/s> manufactured by us, for the Supply Requirements associated with the above Invitation for Quotations <Ref No. _____>. When supplied by <Name of the Bidder>, these products are subject to standard end- user warranty terms.

We assure you that in the event of <Name of the Bidder>, not being able to fulfil its obligation as our Authorised dealer in respect of Warranty Terms and as required by MPCB for the period of the support requirement as mentioned in the Invitation for Quotations, we would continue to meet our Warranty Terms through alternate arrangements at no extra cost to MPCB.

We also confirm that <Name of the Bidder> is our Authorised Dealer and can hence provide maintenance and upgrade support for our products.

Yours faithfully,

Name

In the capacity of

Signed

Duly authorized to sign the authorization for and on behalf of :

Dated

..

Place :

14 DOCUMENTS AND FORMS TO BE PUT IN ENVELOPE – “II”

Annexure T1 - Bidder's Experience

A - Bidder's Organization

[Provide here a brief description of the background and organization of your company. The brief description should include ownership details, date and place of incorporation of the company/firm, objectives of the company/firm etc.]

B - Bidder's Experience

Provide details your past experience:

Sr. No.	Name of Client with Contact Person details (telephone, email, preferred time to contact)	Approximate value of Purchase Order	Purchase Order No. with Date

Note: Please provide documentary evidence from the client wherever applicable.

Signature: _____

Name: _____

Designation: _____

Date: _____ Place _____

Annexure T2 – Resources to be deployed

Provide details of the resources to be deployed for MPCB project. The resources should be permanent employees of the Bidder

Sr. No.	Name of Resource	Certification Details	Total relevant experience in number of years	Total No. of years in the present employment

Signature: _____.

Name: _____ -

Designation: _____

Date: _____, Place _____

Date: _____, Place _____

15 DOCUMENTS AND FORMS TO BE PUT IN ENVELOPE – “III”

Annexure C1 - Price Tender Form

(Bidder's Letter Head)

(To be included in Commercial Tender Envelope only)

To

Date:

**Regional Officer
Maharashtra Pollution Control Board
Udyog Bhavan, 1st Floor, Trimbak Road
Near ITI, Satpur, Nashik- 422 007.
Ph: 0253-2365150
Fax: 0253-2365150**

Dear Sirs,

**Subject: TENDER No.RO_NSK/KUMBH/2015 dated DD/MM/YYYY for
“Invitation of Bid for “Supply, Installation and Commissioning of Laboratory
Equipment”**

Having examined the TENDER Documents placed along with the above referred TENDER, we, the undersigned, offer to Supply, Install, Commission the equipment and provide the required services in conformity with the said TENDER documents for the sum of **Rs. _____ (Rupees _____)** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender. We confirm that price Tender covers all expenses towards execution of the assignment till completion and is inclusive of all prevailing taxes and duties.

We agree to a rates quoted therein for the orders awarded by MPCB up to the period prescribed in the TENDER which shall remain binding upon us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We have complied with all the terms and conditions of the TENDER. We understand that you are not bound to accept the lowest Tender that you may receive.

Dated this..... Day of.....2015

(Signature) –

(Name)

(In the capacity of)

Duly authorized to sign Offer for and on behalf of

Annexure C2 – Price Tender Format

(Enclosed Separately)

Amount in words: Rs. _____

Signature:

Name of authorized signatory:

(On behalf of)

Seal of the Company

Date:

Annexure M – Proforma for Performance of Bank Guarantee

Date

Beneficiary: MAHARASHTRA POLLUTION CONTROL BOARD

(Please insert complete address)

Performance Bank Guarantee No:

We have been informed that----- (hereinafter called “the service provider ”) has received the work order no. “-----” **dated** ----- issued by Maharashtra Pollution Control Board (**MPCB**), for ----- - (hereinafter called “the Work Order”).

Furthermore, we understand that, according to the conditions of the work order, a Performance Bank Guarantee is required.

At the request of the service provider, We ----- (name of the Bank), the issuing Bank to furnish the details of its incorporation, and having its registered office at ----- and, for the purposes of this Guarantee and where claims are payable, acting through its --- branch presently situated at ----- (hereinafter referred to as "**Bank**" which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns), hereby irrevocably undertake to pay you without any demur or objection any sum(s) not exceeding in total an amount of **Rs.----- (in figures) (Rupees----- (in words)----- only)** upon receipt by us of your first demand in writing on or before ----- (Date) declaring the service provider to be in default under the work order, without caveat or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Please note that you may, if you so require, independently seek confirmation with – (Bank Name & Issuing branch address)-----, that this Bank Guarantee has been duly and validly issued.

Notwithstanding anything contained in the foregoing:

(i) The liability of ----- (Bank), under this Bank Guarantee is restricted to a maximum total amount of Rs. ----- <Amount in figures and words>.

(ii) The liability of ----- (Bank), under this Bank Guarantee is finally discharged if no claim is made on behalf of MPCB within three months of the expiry of the validity period of this Bank Guarantee viz. from ----

(iii) Our liability pursuant to this Bank Guarantee is conditional upon the receipt of a valid and duly executed written claim or demand, by ----- (Bank)-----
----- (Address), delivered by hand, courier or registered post, or by fax prior to close of banking business hours on ----- (Date) failing which all rights under this Bank Guarantee shall be forfeited and ----- (Bank), shall stand absolutely and unequivocally discharged of all of its obligations hereunder. This Bank Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of Mumbai shall have exclusive jurisdiction.

Kindly return the original of this Bank Guarantee to -----
----- (Bank & Its Address), upon the earlier of (a) its discharge by payment of claims aggregating to Rs. ----- <Amount in figures & words>. (b) Fulfillment of the purpose for which this Bank Guarantee was issued; or (c) <Claim Expiry Date>

All claims under this Bank Guarantee will be made payable at -----
----- (Bank & Its Address).

{Signature of the Authorized representatives of the Bank}

Annexure N - Non-Disclosure Agreement

This Agreement is made and entered on this ----- day of -----, 20__ (“Effective Date”) between MAHARASHTRA POLLUTION CONTROL BOARD, a State Govt. Statutory Board and having its registered office at MPCB, Kalpataru Point, 2nd, 3rd and 4th floor, Opp. Cine Planet Cinema, Sion Circle, Sion, Mumbai-400 022 (Hereinafter referred to as “MPCB”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns);

AND

_____, a company registered in _____ and having its registered office at _____ (Hereinafter referred to as “-----”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns).

The term “Disclosing Party” refers to the party disclosing the confidential information to the other party of this Agreement and the term “Receiving Party” means the party to this Agreement which is receiving the confidential information from the Disclosing Party.

MPCB and ----- shall hereinafter be jointly referred to as the “Parties” and individually as a “Party”.

NOW THEREFORE

In consideration of the mutual protection of information herein by the parties hereto and such additional promises and understandings as are hereinafter set forth, the parties agree as follows:

Article 1: Purpose

The purpose of this Agreement is to maintain in confidence the various Confidential Information, which is provided between MPCB and ----- to perform the considerations (hereinafter called “Purpose”) set forth in below:
(STATE THE PURPOSE)

Article 2: DEFINITION

For purposes of this Agreement, "Confidential Information" means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/ consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or is independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice,

where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs. Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

Article 3: NO LICENSES

This Agreement does not obligate either party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter into any other form of business, contract or arrangement. Furthermore, nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring by one party on the other party any rights, license or authority in or to the Confidential Information disclosed under this Agreement.

Article 4: DISCLOSURE

1. Receiving Party agrees and undertakes that it shall not, without first obtaining the written consent of the Disclosing Party, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their Affiliates, directors, officers, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.

2. The Receiving Party shall use the same degree of care and protection to protect the Confidential Information received by it from the Disclosing Party as it uses to protect its own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.

3. The Disclosing Party shall not be in any way responsible for any decisions or commitments made by Receiving Party in relying on the Disclosing Party's Confidential Information.

Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

The parties agree that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Disclosing Party, the Receiving Party shall promptly deliver to the Disclosing Party the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Receiving Party or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS

Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the Receiving Party from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

Article 7: INJUNCTIVE RELIEF

The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

Article 8: NON-WAIVER

No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

Article 9: JURISDICTION

If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with or arising out of this Agreement, the dispute shall be referred to arbitration under the Indian Arbitration and Conciliation Act, 1996 by a sole arbitrator mutually agreed upon. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators, one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. Arbitration shall be held in Mumbai, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the parties.

Article 10: GOVERNING LAW

This Agreement shall be governed exclusively by the laws of India and jurisdiction shall be vested exclusively in the courts at Mumbai in India.

Article 11: NON-ASSIGNMENT

This Agreement shall not be amended, modified, assigned or transferred by either party without the prior written consent of the other party.

Article 12: TERM

This Agreement shall remain valid from the date last written below until the termination or expiry of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination / expiry of the Agreement for a period of three years after the termination / expiry of this Agreement.

Article 13: INTELLECTUAL PROPERTY RIGHTS

Neither Party will use or permit the use of the other Party's names, logos, trademarks or other identifying data, or otherwise discuss or make reference to such other Party or infringe Patent, Copyrights, in any notices to third Parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without such other Party's prior written consent.

Article 14: GENERAL

1. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.
2. This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in
3. whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.
4. Any breach of any provision of this Agreement by a party hereto shall not affect the other party's non-disclosure and non-use obligations under this Agreement.

IN WITNESS THEREOF, the parties hereto have duly executed this agreement by their duly authorized representatives as of the effective date written above.

Maharashtra Pollution Control Board
Mumbai

Supplier Name
Place

By:

By:

Name:
Designation:

Name:
Designation