



Central Pollution Control Board  
Regional Directorate (Central)  
Parivesh Bhawan, Paryavaran Parisar  
E-5, Arera colony, Bhopal (MP)-462 016  
Tel: 0755- 2775385 /86/ 84  
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## Notice Inviting Tender (NIT) Through Online: e-Portal

**e-tender for** Designing, Fabrication and Installation of Laboratory Benches

Sub: Invitation of online NIT for Designing, Fabrication and Installation of Laboratory Benches at Central Pollution Control Board Regional Directorate (Central) at Parivesh Bhawan, E-5, Arera Colony, Paryavaran Parisar, Bhopal (MP) -462 016.

Particulars	Date & Time
Date of uploading Tender on CPP Portal	<b>25.06.2021</b> <b>17:30 hours</b>
Last Date of Submission of Tender	<b>30.07.2021</b> <b>14:00 hours</b>
Date of Opening of Technical bid	<b>02.08.2021</b> <b>14:00 hours</b>
Submission of EMD	<b>Original Bid Security Declaration.</b>
Office Address	Regional Directorate Central Pollution Control Board E-5, Arera Colony, Paryavaran Parisar Bhopal-462016
Details of Form	1. Part-I for technical bid 2. Part-II for financial bid
Details of Annexure	<b>PART-I</b> <b>TECHNICAL BID</b> SECTION-A: Instructions to Bidders SECTION-B: Formats SECTION-C: Bill of Quantity (BOQ) SECTION-D: Integrity Pact <b>PART-II</b> <b>FINANCIAL BID</b>

## PART - I

### TECHNICAL BID

### SECTION - A

#### Instructions to Bidders

#### 1. Scope of Works

The Central Pollution Control Board, RD (C), Bhopal invites online NIT for execution of works as detailed in the table given below

<b>Brief Description of the Works</b>	<b>Time line work</b>
Designing, Fabrication and Installation of Laboratory Benches	06 Months from the date of work order

The successful bidder will be expected to complete the works by the intended date specified above.

#### 2. **Qualification of the bidder:** The bidder shall provide information on his competence which shall include:-

- (a) Total monetary value (i.e. final amount received for the work) of works executed by him in each year of the last 3 years: i.e. F.Y. 2017-18, 18-19, 19-20. Copy of the certificate for the final amount received to be enclosed.
- (b) Report on his financial standing; i.e. Balance Sheet etc.
- (c) Details of any litigation, during the last 3 years in which the bidder is involved, the parties concerned, and disputed amount in each case (Give details of both completed and pending cases) and non-performed contracts.

#### 3. To qualify for award of the contract the bidder:-

- (a) should have satisfactorily completed as a prime contractor at least one similar work i.e. Designing, Fabrication and Installation of Laboratory Benches of value not less than Rs. 50,00,000/- (Rupees Fifty Lakh) or 04 similar works of Rs. 12,50,000/- (Rupees Twelve Lakh Fifty Thousand) in the last three years;

- (b) should possess valid license for executing works and preferably membership of Scientific Equipment & Furniture Association (SEFA).
- (c) Should have valid registration in any Govt. department in appropriate category, valid copy of GST registration, PAN card. Documentary evidence in the form, of IT Returns for last Two Years to be enclosed.
- (d) **Conflict of Interest:** A Bidder (1) shall not submit more than one NIT; (2) shall not have conflict of interest as defined in the Bank's Procurement Regulations / Guidelines (3) shall not be blacklisted or Suspended by Central or any State Government Departments / institute of repute in India for that self-declaration certificate is to be submitted.
- (e) **Clarification and amendments:** If the RD, Bhopal receives any request for clarification of this document, it will upload its response together with any amendment to this document, on the e- procurement system, for any amendments to this document.

#### 4. Bid Price

- a) The NIT shall be for Execution of the whole works as described in the Bill of quantities, drawings and technical specifications. **All duties, taxes, freight, insurance and other levies payable by the contractor under the contract shall be included in the total price.**
- b) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account. The payment shall be made as per work done after actual measurement and verified by both parties at site.
- c) The rates should be quoted in Indian Rupees only.

#### 5. Submission of Bid.

The bidder is advised to visit the actual Site of works at his own expense and obtain all information that may be necessary for preparing the NIT i.e. location of work, electrical supply, nearest water supply line, drain pipe line etc.

**Each bidder shall submit only one NIT.** The NIT submitted by the bidder shall comprise the following: -

- (a) Signed Bill of Quantities (BOQ)
- (b) Competence information form given in Section B duly completed.

Bids shall be submitted online only at CPPP website:  
<https://eprocure.gov.in/eprocure/app>.

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing the size of the scanned document.

**6. Validity of NIT**

NIT shall remain valid for a period not less than 120 days after the deadline date specified for submission.

**7. Opening of NIT** – The NIT will be received in Two-Bid system only i.e. Technical Bid and Financial bid. The Technical evaluation shall be carried out after the last date of Bid Submission and Financial Bid of successful technical bidder will only be opened.

**8.** Information relating to evaluation of NIT and recommendations for the award of contract work shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful bidder is announced.

**9.** If required bidder may visit the site of work, at his own cost, and examine it and its surroundings to himself collect all information that he considers necessary for proper assessment of the prospective assignment.

**10. Evaluation of NIT**

The Central Pollution Control Board will evaluate and compare the NIT determined to be substantially responsive i.e. which

- (a) meet the qualification criteria specified in clause 2 & 3 above
- (b) are properly signed; by the authorized representative
- (c) confirm to all the terms and conditions, specifications and drawings without material deviations.

**11. Award of contract**

The department will award the contract to the bidder whose NIT has been determined to be substantially responsive and who has offered the lowest evaluated NIT price and who meets the specified qualification criteria.

Notwithstanding the above, the department reserves the right to accept or reject any NIT and to cancel the bidding process and reject all NIT at any time prior to the award of contract. The bidder whose NIT is accepted will be notified for the award of contract by the department prior to expiry of the Bid validity period.

**12. Performance Security**

The successful bidder shall submit the performance security either in the form of bank guarantee or bank draft in favour of Central Pollution Control Board, Bhopal for an amount equivalent to **3%** of the total contract price within 15 days from receiving letter of acceptance. The Performance Security shall be valid till the expiry of the period of Maintenance of the work plus 60 days, specified in clause 13. Failing to which the successful Bidder shall constitute sufficient grounds for annulment of award and debarring the bidder from participation in bidding by department for a period of one year, in this case the department may have liberty to award contract to the next lowest evaluated bidder.

**13. Period of Maintenance:**

The “Period of Maintenance” for the work is 14 Months from the date of taking over possession by the department or one full monsoon season whichever occurs later. During the period of maintenance, the contractor will be responsible for rectifying any defects in construction free of cost to the Employer.

**14.** Supply of any other material required in installation including Cement, Particle board, Electrical wire / Switch-Sockets and steel as per the specifications (ISI certification marked goods wherever available) shall be the responsibility of the contractor.

**15.** Earnest Money Deposit (EMD): In compliance to Government of India order No. F.9/4/2020-PPD dated 12.11.2020 the bidder is required to submit Bid Security Declaration in the prescribed form mentioned at Sl. No. 7 of Section-B. The form duly filled and signed by the Bidder shall be submitted along with Technical Bid in original. The technical bid will not be considered for evaluation if EMD declaration form is not attached with the bid in original.

## **Instructions for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published for the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the BOQ xls. sheet uploaded with E-Tender and no other format is acceptable. Uploaded BOQ format should be downloaded by the bidders and unprotected cells should be filled with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should protect it with a password and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority CPCB, Regional Directorate (Central), Bhopal on e-mail: rpmishra.cpcb@nic.in. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be contacted to CPP Portal Helpdesk nos.

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## **SECTION – B**

### **FORMATS :**

- 1. Format for Technical Bid (Qualification Information)**
- 2. Format for Submission of NIT.**
- 3. Format for Draft Contract Agreement form.**
- 4. Format for Letter of Acceptance.**
- 5. Format for Work Evaluation.**
- 6. Format for Performance Bank Guarantee**
- 7. Format for Bid Security Declaration**

**TECHNICAL BID**  
**QUALIFICATION INFORMATION**

**1 For Individual Bidders**

Principal place of business: \_\_\_\_\_

Power of attorney of signatory of NIT.

*[Attach copy]*

Total value of works completed in the last three FY (In Rs Lakh ) \_\_\_\_\_

FY 2017-2018 -----

FY 2018-2019 -----

FY 2019-2020 -----

Work performed as prime contractor (in the same name) on supply of a similar nature over the last three years.

<u>Project Name</u>	<u>Name of Employer</u>	<u>Description of supply</u>	<u>Contract No.</u>	<u>Value of contract (Rs.Lakhs)</u>	<u>Date of issue of work order</u>	<u>Stipulated period of completion</u>	<u>Actual date of completion*</u>	<u>Remarks explaining reasons for delay and work completed</u>

Existing commitments and on-going works:

<b>Descripti on of work</b>	<b>Place &amp; State</b>	<b>Contract No. &amp; Date</b>	<b>Value of Contra ct (Rs. Lakhs)</b>	<b>Stipulat ed period of completi on</b>	<b>Value of works* remaining to be completed (Rs. Lakhs)</b>	<b>Anticipate d date of completi on</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>	<b>(6)</b>	<b>(7)</b>

\* *Enclose a certificate from the concerned authority for completion as well as value of pending works.*

Proposed subcontracts and firms involved.

Sections of the supply	Value of Sub-contract	Sub-contractor (name & address)	Experience in similar work
*	*	*	*
*	*	*	*
*	*	*	*

Evidence of access to financial resources to meet the requirements of working capital: cash in hand, lines of credit, etc. List them below and attach copies of support documents.

Name, address, telephone and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

Information on litigation history in which the Bidder is involved.

Name of the work	Agreement number/date	Name & address of Employer	Contract Value in Rs	Cause of dispute	Amount Disputed	Remarks showing present status

**Enclosures required:**

1. Scientific Equipment & Furniture Association membership (SEFA) certificate.
2. Company should have OHSAS/NABL/ISO certificate.
3. Bid Security Declaration in original.
4. IT Returns for last two years.
5. Copy of PAN card and GST Registration Certificate.
6. Signed Bill of Quantity (BOQ).
7. Copy of successful work completion certificate for last two years.

## Format for Submission of NIT

**Description of the Works:** Designing, Fabrication and Installation of Laboratory Benches in Regional Directorate of Central Pollution Control Board, Parivesh Bhawan, E-5, Paryavaran Parisar, Arera Colony, Bhopal (MP) -462016.

To:

**Subject:** Designing, Fabrication and Installation of Laboratory Benches in Regional Directorate of Central Pollution Control Board, Bhopal Parivesh Bhawan, E-5 Paryavaran Parisar, Arera Colony, Bhopal (MP) - 462016.

Reference : Letter No.

Sir,

We offer to execute the Works described in your letter referred to above in accordance with the Conditions of Contract enclosed therewith

This NIT and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any NIT you receive.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery or collusive arrangements with the competitors. We will abide by the laws against fraud & corruption in force in India namely "Prevention of Corruption Act-1988 as amended on date.

We hereby confirm that this NIT is valid for 120 days as required in Clause 6 of the Instructions to Bidders.

We have not been debarred/removed from approved lists / (dealings suspended) for participation in bidding for tenders by the Central/State Governments.

Yours faithfully,

Authorized Signature :

Date: \_\_\_\_\_

Name & Title of Signatory : \_\_\_\_\_

Name of Bidder : \_\_\_\_\_

Address : \_\_\_\_\_

## Draft Contract Agreement form

### ARTICLES OF CONTRACT AGREEMENT

This deed of agreement is made in the form of agreement on \_\_\_ day \_\_\_\_\_ month 2021 between the department \_\_\_\_\_ or his authorized representative (hereinafter referred to as the first party) and \_\_\_\_\_ (Name of the Contractor/firm), S/O \_\_\_\_\_ resident of \_\_\_\_\_ (hereinafter referred to as the contractor/firm), to execute the work of construction of \_\_\_\_\_ (Hereinafter referred to as works) on the following terms and conditions.

#### 2. Cost of the Contract

The total cost of the works (hereinafter referred to as the “total cost”) is Rs. \_\_\_\_\_ as reflected in Annexure - 1.

#### 3. Payments under its contract:

Payments to the second party for the work will be released in three steps as under-

1. 50 % of the Contract Price at the time of supply of the materials
2. 25% of the contract price after installation & commissioning.
3. Balance amount as calculated after final measurement of work executed after deduction of TDS, GST as applicable.

Status of work execution / completion shall be adjudged by Infrastructure Division of CPCB Regional Directorate, Bhopal.

#### 4. Notice by Contractor to Engineer / Representative

The second party, on the works reaching each stage of execution will inform to the first party or Infrastructure Division (who is responsible for supervising the contractor, administering the contract, certifying the payments due to the contractor, issuing and valuing variations to the contract, awarding extensions of time etc.), to visit the site for evaluation of work(s) executed.

#### 5. Completion time

The works should be completed in **06 Months** from the date of final Agreement. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

#### 6. If any of the compensation events mentioned below would prevent the work being completed by the intended completion date, the first party will decide on the intended completion date being extended by a suitable period:

- a) The first party does not give access to the site or a part thereof by the agreed period.
- b) The first party orders a delay or does not issue completed drawings, specifications or instructions for execution of the work on time.

- c) Ground conditions are substantially more adverse than could reasonably have been assumed before the issue of letter of acceptance and from information provided to a second party or from visual inspection of the site.
- d) Payments due to the second party are delayed without reason.

7. Any willful delay on the part of the second party in completing the works within the stipulated period will render him liable to pay liquidated damages. @ Rs. 1000/- (Rupees One Thousand) per day which will be deducted from payments due to him. The first party may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds 3 % of the contract amount.

## 8. Duties and responsibilities of the first party

The first party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out the works as per specifications and Drawings. This will include written guidelines and regular site visit of the authorized personnel of the first party, for checking quality of material and construction to ensure that it is as per the norms.

The first party shall supply 3 sets of drawings, specifications and guidelines to the party for the proposed works.

Possession of the site will be handed over to the second party within 10 days of signing of the agreement.

The concerned officer or such other person as may be authorized by the first party shall hold meeting **once in a fortnight** where the second party or his representative at site will submit the latest information including progress report and difficulties if any, in the execution of the work. The whole team may jointly inspect the site on a particular day to take stock of activities.

The officer of IFD, Bhopal shall record his observations / instructions at the time of his site visit in a site register maintained by the second party. The second party will carry out the instructions and promptly rectify any deviations out by the engineer or concerned officer. If the deviations are not rectified, within the time specified by the IFD, Bhopal officer's notice, the first party as well as the officer nominated by IFD it, may instruct stoppage or suspension of the construction. It shall thereupon be open to the first party or the IFD, Bhopal officer to have the deviations rectified at the cost of the second party.

## 9. Duties and responsibilities of the second party

The second party shall:

- a) take up the works and arrange for its completion within the time period stipulated in clause 5;

- b) employ suitable **Skilled Persons** to carry out the works ;
- c) regularly supervise and monitor the progress of work ;
- d) abide by the technical suggestions/direction of personnel from Infrastructure Division regarding work execution;
- e) be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification :
- f) ensure that the work is carried out in accordance with specifications, drawings and within the total of the contract amount without any cost escalation ;
- g) keep the first party informed about the progress of work ;
- h) be responsible for all security and watch and ward arrangements at site till handing over of the work place to the first party ; and
- i) Make necessary insurance against loss of materials/cash, etc. or workman disability compensation claims of the personnel deployed on the works as well as third party claims.
- e) Pay all duties, taxes and other levies payable by executing agencies as per law under the contract (First party will affect deduction (TDS) from running bills in respect of such taxes as may be imposed under the law).
- f) The Second Party shall be bound to follow the Occupational Health and Safety Policy of CPCB RD, Bhopal, Laboratory.

#### **10. Variations / Extra Items**

The works shall be carried out by the second party in accordance with the approved drawings and specifications. However, if, on account of site conditions or any other factors, variations are considered necessary, the following procedure shall be followed:-

- a) The second party shall provide the name of concerned officer with the Bid for carrying out the Variation when requested to do so by the Infrastructure Division. The concerned officer shall assess the Bid, which shall be given within seven days of the request before the Variation is ordered.
- b) If the Bid given by the second party is unreasonable, the concerned officer may order the Variation and make a change to the Contract Price which shall be based on the Infrastructure Division own forecast of the effects of the Variation on the Contractor's costs.
- c) The second party shall not be entitled to additional payment for costs which could have been avoided by giving early warning.

## **11. Securities**

The Performance Security Deposit (Bank Guarantee from a Nationalized or Scheduled Bank in India in the format attached) shall be provided to the department not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the department.

## **12. Termination**

The department may terminate the Contract if the other party causes a fundamental breach of the Contract.

Fundamental breaches of Contract include, but shall not be limited to the following :

- (a) the contractor stops work for 28 days and the stoppage has not been authorized by the department
- (b) the Contractor has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) the RD, Bhopal gives Notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the RD, Bhopal.
- (d) the Contractor does not maintain a security which is required;
- (e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages (LD) can be paid, as defined in the clause 7 of this agreement

Notwithstanding the above, the department may terminate the Contract for convenience. If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

## **13. Payment upon Termination**

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the RD, Bhopal shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law.

If the Contract is terminated at the RD, Bhopal convenience, the RD, Bhopal shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the works, and the Contractor's costs of protecting and securing the Works and less



advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

**14. Dispute settlement**

If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.

In the event of agreement not being reached, the matter will be referred for arbitration by a Competent Authority of the first party. The Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Competent Authority shall be final and binding on both the parties.

Signed and delivered by Shri..... for and on behalf of the Contractor.

In the presence of the Witness:

i)

ii)

**SIGNATURE**

Competent Authority

In the presence of the Witness:

i)

ii)

**SIGNATURE**

### **Letter of Acceptance**

We agree to execute the works in accordance with the approved drawings and technical specifications at 10% above/below the estimated works.

**Signature and Seal of Bidder**

## **Format for Work Evaluation**

This is to inform that the works upto .....stage (as defined in work order) in respect of Designing, Fabrication and Installation of Laboratory Benches and construction of ----- at ----- have been executed satisfactorily in accordance with the terms and conditions of the agreement and as per approved drawings and technical specifications.

Signature

Name & Designation

(Official Seal & Address)

Place:

Date:

**PERFORMANCE BANK GUARANTEE**  
*(To be given from a nationalized or scheduled bank in India)*

To: \_\_\_\_\_ [name of Employer]  
\_\_\_\_\_ [address of Employer]

WHEREAS \_\_\_\_\_ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. dated \_\_\_\_\_ to execute \_\_\_\_\_ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_ [amount of guarantee]<sup>1</sup> \_\_\_\_\_ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of guarantee]<sup>1</sup> as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This guarantee shall be valid until 60 days from the date of expiry of the Defects Liability Period i.e. 14 months from the handing over the site

Signature and seal of the guarantor \_\_\_\_\_ Name of Bank \_\_\_\_\_  
\_\_\_\_\_ Address \_\_\_\_\_  
Date \_\_\_\_\_

**Form-5**

**BID SECURITY DECLARATION FORM**

To,

The Regional Director,  
Central Pollution Control Board  
E-5, Paryavaran Parisar,  
Arera Colony,  
Bhopal-462016

I/We, the undersigned declare that I/We understand that according to conditions of the above mentioned tender Bids must be supported by a Bid Securing Declaration. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of three years from the date of notification if I am/We are in a breach of any obligation under the bid conditions, because I/We

- a) Have withdrawn/modified/amended, impairs from the tender, my/our bid during the period of bid validity specified in the form of bid;

OR

- b) Having been notified of the acceptance of our bid by the purchaser during the period of bid validity  
(i) Fail or refuse to execute the contract, if required, or  
(ii) Fail of refuse to furnish the performance security, in accordance with the instructions to Bidders.

I/We understand this Bid Securing Declaration shall cause to be valid if I am / We are not the successful Bidder, upon the earlier of (i) the receipt of your modification of the name of the successful Bidder, (ii) 30 days after the expiration of the validity of my / our Bid.

Yours faithfully,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Signature with date, name and designation)

For and on behalf of M/s \_\_\_\_\_

(Name & address of the manufacturers)

## Section C

### Bill of Quantity (BOQ)

#### **Designing, Fabrication and Installation of Laboratory Benches at CPCB, RD (Central), Bhopal Laboratory**

##### Technical Specifications, Quantity

**(This is for reference only Bidders should fill-up the rates in the BOQ uploaded on CPPP along with e-tender)**

S. No.	Description	Qty.
<b>Wall Bench</b>		
01	Wall Bench Size: L 5100 mm x W 750 mm x H 900 mm with one sink	04
02	Wall Bench Size: L 3000 mm x W 750 mm x H 900 mm without sink	01
03	Wall Bench Size: L 2250 mm x W 750 mm x H 900 mm with one sink	04
04	Wall Bench Size: L 3750 mm x W 750 mm x H 900 mm with two sinks	01
05	Wall Bench Size: L 3750 mm x W 750 mm x H 900 mm without sink	01
06	Wall Bench Size: L 3750 mm x W 750 mm x H 900 mm with one sink	01
07	Wall Bench Size: L 4200 mm x W 750 mm x H 900 mm without sink	01
08	Wall Bench Size: L 3000 mm x W 750 mm x H 900 mm	01
09	Wall Bench Size: L 1600 mm x W 750 mm x H 900 mm	01
10	Wall Bench Size: L 2150 mm x W 750 mm x H 900 mm	01
<b>Island Bench</b>		
11	Island Bench Size: L 8500 mm x W 1500 mm x H 750 mm with 04 PP sink (L 600 mm x W 450 mm x D 315 mm), Phenolic peg board, double sided double tier reagent rack with electrical raceway and worktop mounted hand held type double outlet eye wash with SS braided flexible hose.	01
12	Island Bench Size: L 3600 mm x W 1500 mm x H 750 mm with 02 PP sink (L 600 mm x W 450 mm x D 315 mm), phenolic peg board, double sided double tier reagent rack with electrical raceway and worktop mounted hand held type double outlet eye wash with SS braided flexible hose.	01
<b>Chemical Storage Cabinet</b>		
13	Chemical Storage Cabinet Size: L 750 mm x D 450 mm x H 1830 mm	02
14	Chemical Storage Cabinet Size: L 1000 mm x D 450 mm x H 1830 mm	03
<b>Anti Vibration Table</b>		
15	Anti Vibration Table (AVT) Size: L 750 mm x W 600 mm x H 900 mm	02

16	Anti-Vibration Table (AVT) Size: L 900 mm x W 600 mm x H 900 mm	02
<b>Glassware storage Cabinet</b>		
17	Glassware storage Cabinet with glass doors Size: L 750 mm x D 450 mm x H 1830 mm	02
<b>Spot Extractor</b>		
18	Spot Extractor	04
<b>Exhaust Fan</b>		
19	Exhaust Fan (315 mm Dia) for Chemical Storage Cabinet	04
20	Exhaust Fan (315 mm Dia), for Spot Extractor	02
<b>Wall Mounted Storage Cabinet</b>		
21	Wall Mounted Storage Cabinet Size: L 750 mm x W 400 mm x H 600 mm	11
<b>Other Items</b>		
22	Laboratory Stools (Revolving with cushion seat & Back)	25
23	Supply and installation of exhaust ducting in PP/FRP-Round Shape	100 sqmt
24	Emergency shower station	02

## SPECIFICATIONS

1	<b>Wall Bench</b>
	<ul style="list-style-type: none"> <li>- Work top in 18 ± 1 mm thick black Granite construction</li> <li>- 750 mm wide storage module with two shutters</li> <li>- Single piece molded PP sink (L 600 mm x W 450 mm x D 315 mm)</li> <li>- Worktop mounted three way water tap with swan neck spout</li> <li>- Worktop mounted, hand held type, double outlet eye wash with SS braided flexible hose</li> <li>- Peg Board in Phenolic resin construction with 20 Nos. PP Pegs</li> <li>- Filter Panel in G.I. Construction</li> </ul>
2	<b>Wall Mounted Storage Cabinet</b>
	<ul style="list-style-type: none"> <li>- Wall mounted cabinets in G.I. construction with epoxy powder coated one no. adjustable self with double skin Glass doors and Locks.</li> </ul>
3	<b>Chemical Storage Cabinet</b>
	<ul style="list-style-type: none"> <li>- Outer frame in aluminum anodized construction</li> <li>- Outer body in G.I. epoxy powder coated construction</li> <li>- Inner Skin/Baffles in 5 mm Thick PP construction sheet on shelves</li> <li>- Special arrangement for ventilation from each shelf</li> <li>- Double skin metallic doors with Lock, Nylon Hinges, SS handles</li> <li>- 100 mm dia. Duct Damper in PP construction</li> </ul>
4	<b>Exhaust Fan (315 mm Dia)</b>
	<ul style="list-style-type: none"> <li>- Single piece molded UV treated chemical resistant SISW direct driven centrifugal fan in PP construction with suitable stand in MS powder coated construction, CFM 150-200</li> <li>- Corrosive resistant PP Impeller with extra strength, high efficiency, properties which produces lower noise and power consumption.</li> </ul>

	<ul style="list-style-type: none"> <li>- Drive – 0.75 HP, 1400 RPM, 415V, 50Hz. TEFC Class B insulation induction motor with IP55 enclosure, in Non-FLP const.</li> <li>- 16A, 3 Phase MCB for Fan – Legrand Make</li> <li>- DOL Starter for Motor</li> </ul>
5	<b>Island Bench</b>
	<ul style="list-style-type: none"> <li>- Work top in <math>18 \pm 1</math> mm thick Phenolic resin table top with white colour.</li> <li>- 750 mm wide storage module with one drawer two shutters.</li> <li>- 750 mm wide storage module with two shutters.</li> <li>- 350 mm wide storage module with one shutter.</li> <li>- Leg Space.</li> <li>- Double sided double tier reagent rack with electrical raceway (in G.I. Const.).</li> <li>- 6/16 Amp electrical sockets and 16 Amp one way switch of Legrand make.</li> <li>- Single piece molded PP sink (L 600 mm x W 450 mm x D 315 mm).</li> <li>- Worktop mounted three way water tap with swan neck spout.</li> <li>- Worktop mounted, hand hold type, double outlet eye wash with SS braided flexible hose.</li> <li>- Peg Board in Phenolic resin construction with 20 Nos. PP Pegs.</li> <li>- Worktop mounted two way valve for water.</li> <li>- Service Pendant.</li> <li>- MS 30 mm x 30 mm x 1.2 mm Sq. Pipe for Support.</li> <li>- Filler Panel in G.I. Construction.</li> </ul>
6	<b>Anti Vibration Table (AVT)</b>
	<p>Fabricated out of a 1.2 mm thick Galvanized Iron sheet.  Structure in 50 mm x 50 mm x 2 mm thick hollow pipe const. with epoxy powder coated.  Work top in <math>18 \pm 1</math> mm thick Phenolic resin table top.  Power point connection must be attached with each table.</p>
7	<b>Extractor</b>
	<p>Premier makes spot extractor in PP construction, three fold with 385 mm dia dome with ceiling bracket in CRC pipe construction with necessary provision to connect exhaust duct.</p>
8	<b>Glassware storage Cabinet (GSC)</b>
	<p>Storage Cabinet in GI Powder coated construction, cabinet will consist of 5 nos. adjustable shelves, comparting 6 compartments, double skin Glass doors with SS Handles and Locking arrangement.</p>



## **SECTION - D**

### **INTEGRITY PACT**

Prospective bidders have to sign a Integrity Pact as per the format given in Form and submit it alongwith the Technical Bid. Bidders are advised to read the Integrity Pact carefully, fill in the required details, sign and affix the seal and submit alongwith the technical bid. The bids which does not contain the Integrity Pact will be summarily rejected.

### **INTEGRITY PACT**

Between

**Central Pollution Control Board (CPCB)** hereinafter referred to as “**The Principal**”,

And

..... hereinafter referred to as “**The Bidder/Contractor**”

#### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract/sfor.....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### **Section 1 – Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential /

additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption (PC) Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2 – Commitments of the Bidder(s)/ Contractor(s)**

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the
  - e. Tender document, shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
  - f. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

- g. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take any other penal action against defaulting bidder.

### **Section 4 – Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 – Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or appropriate penal action can be taken.

### **Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors**

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

## **Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

## **Section 8 – Independent External Monitor**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission (Sh Jagdish Rai Garg, C/o Member Secretary, Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032, Phone-+91-120-4286713, Mobile No. 8008516763, email : jr.garg@yahoo.com). The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him /her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Chairman, CPCB.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, CPCB and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairman, CPCB within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman CPCB, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman CPCB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

## **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of CPCB.

## **Section 10 – Other provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place .....

Date .....

**Witness 1:**

(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Witness 2:**

(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_