OFFICE OF THE EXCISE COMMISSIONER
CHHATTISGARH, RAIPUR



Tender For

Supply of Equipment for Chemical Laboratory of Excise Department.

Render No- AAB/Store/Tender/2018-19/-1 **Dated: 11.05.2018**

Chhattisgarh Excise Department
Labhandi, Chokra Nala
Raipur (Chhattisgarh)

GOVERNMENT OF CHHATTISGARH
OFFICE OF THE EXCISE COMMISSIONER, CHHATTISGARH
AABKARI BHAVAN, CHHOKARA NALA, LABHANDI, RAIPUR (C.G.)

NOTICE INVITING TENDER

TENDER FOR SUPPLY OF EQUIPMENT FOR CHEMICAL LABORATORY OF EXCISE DEPARTMENTS

Sealed Tenders under two bid (Technical and Price bid) system are invited from reputed supplier for supply of Chemical Laboratory Equipments for Chemical Laboratory of Excise department.

1.	Last date of receipt of tender	3.00 P.M. on 25th May, 2018
2.	**Opening of Tender bid Part - "A" (Technical)**	3.30 P.M. on 25th May, 2018
3.	**Opening of Tender bid Part - "B"**	4.00 P.M. on 25th May, 2018

4. The cost of tender document is Rs 1000/-. The tender document can be downloaded from the website of Excise Department: https://excise.cg.nic.in. The cost of tender document should be submitted in the form of a crossed Demand Draft or pay Order, drawn in favour of the Excise Commissioner, Chhattisgarh payable at Raipur along with tender.

5. The tenders received after the due date and stipulated time due to any reason whatsoever including postal delay will not be considered.

6. The Excise Commissioner Chhattisgarh, Raipur reserves the right to accept or reject any or all tenders without assigning any reason.

7. The tender document can be viewed at www. excise.cg.nic.in

Place : Raipur, Chhattisgarh
Date : 11/05/2018

Excise Commissioner
Chhattisgarh, Raipur

GOVERNMENT OF CHHATTISGARH
OFFICE OF THE EXCISE COMMISSIONER, CHHATTISGARH
AABKARI BHAVAN, CHHOKARA NALA, LABHANDI, RAIPUR (C.G.)

TERMS AND CONDITIONS OF TENDER FOR SUPPLY OF EQUIPMENT FOR CHEMICAL LABORATORY OF EXCISE DEPARTMENT

1. DUE DATE AND TIME

Sealed Tenders under two bid (Technical and Price bid) system are invited from reputed supplier for supply of Chemical Laboratory Equipment's for Chemical Laboratory of Excise department. as per specification in the Annexure-1.

The Tenders should reach the Office of the Excise Commissioner, Chhattisgarh, Raipur on or before (3.00P.M. on 25th May, 2018)

OPENING OF TENDER -

(i) Tender bid Part - "A" (Technical) 3:30P.M. on 25th May, 2018

(ii) Tender bid Part - "B" (Price bid) 4:00P.M. on 25th May, 2018

Tender received after the due date and time will be summarily rejected.

2. MODE OF DESPATCH

Tender (both Technical & Price bids) should be addressed to the Excise Commissioner, Chhattisgarh. Aabkari Bhawan, Chhokra Nala, Labhandi, Raipur by designation and should be in sealed covers only and sent by Registered Post with Acknowledgement due or handed over in person. Tender received in ordinary covers without seal or through Fax will not be considered.

TENDER HAS TO BE SUBMITTED IN TWO PARTS

(A) The first part i,e. ENVELOPE "A" should contain "TECHNICAL BID WITH TECHNICAL AND COMMERCIAL TERMS WITHOUT THE PRICE"

The Documents to be Submitted in ENVELOPE "A" will be as follows :-

1. Terms of Specification duly signed and stamped (as ANNEXURE - I)
2. Tender terms and conditions duly signed and stamped (as ANNEXURE - II)
3. Particulars of the tender duly signed and stamped (as ANNEXURE - III)
4. General Terms & Conditions duly signed and stamped (as ANNEXURE - IV)
5. Acceptable instrument towards EARNEST MONEY DEPOSIT.
6. Tender's Technical Literature, Catalogue, Pamphlets, etc. about the product.
7. Pre- Contract Integrity Pact duly signed and stamped (as ANNEXURE - V)
8. Declaration for not black listed as per proforma placed at Annexure-VII
9. Cost of tender document.

(B) The second part of the tender namely ENVELOPE "B" should consist of the forms for the "price bid" as per Annexure-VI, duly filled, stamped and signed. The Tenderer would be required to give their best prices in this form and insert it in ENVELOPE "B".

(C) Both these envelopes viz. Envelope "A" and "B" duly sealed and super scribed with the word - "ENVELOPE "A" - TECHNICAL BID AND "ENVELOPE "B" PRICE BID respectively are to be inserted in a sealed envelope marked as ENVELOPE "C" As explained above, this tender is of "TWO BID" system. First the envelope "A" will be opened on the due date and time of opening of the tender and the technical capability of the Tenderer for successfully completing the job will be evaluated. The material (item) will be evaluated for its conformity of the required specifications ONLY SUCCESSFUL TENDERER WHO QUALIFIES IN THE TECHNICAL EVALUATION WILL BE CONSIDERED FOR PRICE BID OPENING. TENDERER WHO DO NOT QUALIFY IN THE TECHNICAL BID WILL NOT BE CONSIDERED FOR PRICE BID OPENING. Hence it is very essential that the Price Bid be given in the envelope "B" only.

(D) Technical evaluation will be done in a manner as deemed fit by the Excise Department, Government of Chhattisgarh (henceforth referred as Department only). **After opening the "Technical Bid" the Excise Commissioner, Chhattisgarh, Raipur would assess the technical capability of the company and other details furnished by them, verified in a manner as deemed fit by the Department.**

€ The decision of the tender accepting authority viz. **Excise Commissioner, Chhattisgarh, Raipur** in this regard shall be final.

Those who qualify in the "Technical Bid" shall be invited to attend the opening of the "price Bid". For those who do not qualify in "Technical Bid" the EMD shall be refunded.

LATE TENDERS, INCOMPLETE TENDERS AND THOSE NOT IN CONFORMITY WITH THE TENDER SPECIFICATIONS WILL NOT BE ENTERTAINED.

ANNEXURE-1
SPECIFICATIONS

Minimum Technical Specifications

1. UV-Visible Spectrophotometer

Unique full-spectrum Xenon flash lamp
Double beam monochromator

- UV-Vis limiting resolution (nm): ≤ 1.5 nm
- Wavelength range: 190–1100 nm
- Wavelength accuracy: ± 0.06 at 541.94 nm
- Wavelength reproducibility: ± 0.01 nm
- Photometric accuracy: at 1 Abs ± 0.0007 Abs
- Photometric range: ± 4.0 Abs
- Photometric display: ± 9.9999 Abs, ± 200.00 %T
- 500 nm, 10 s SAT, after 30 min warmup <0.0004 Abs/h
- 500 nm, 1 s SAT At 0 Abs < 0.00002 Abs
    - At 1 Abs < 0.00012 Abs
    - At 2 Abs < 0.0011 Abs

- 260 nm, 1 s SAT At 0 Abs < 0.00002 Abs
- Baseline flatness: 200 to 850 nm, baseline corrected 0.0004 Abs
- Signal averaging: 0.0125–999 s
- Maximum scan rate: 24,000 nm/min
- Slew rate: 24,000 nm/min
- Data interval: 0.15–5.0 nm
- number of cycles: 999,
- maximum cycle time (min): 9999

2. Distillation Flask with Condensor Assembly

- Capacity – 1 Litre & 2 Litre

3. Gas Chromatography System

	Gas Chromatography System	The Gas Chromatograph system should have capabilities required for laboratories performing large numbers of routine

		analyses as well as those involved in research and development.
		All instrument functions Should set up and monitored through a touch screen. The intuitive graphical user interface includes a real-time chromatogram display and eight-language support.
		Advanced programmable pneumatic/electronic flow control modules with pressure set points adjustable in increments of Pressure range: 0–100 psi or better
		Cool-down time for the oven from 250 ˚C to 50 ˚C should be 4.8 min or better.
		The system should be so that the user should have the options to select pressure units as psi, kPa or bar.
		High performance GC oven temperature should have the control from 10 °C above ambient to 450 °C with increment 1 °C
		GC oven should support three (3) oven ramps with four (4) plateaus or better.
		System should have gas saver mode to reduce gas consumption without compromising performance
		Minimum temperature ramp rate should be 0.1 to 45 °C/min with 0.1 °C increment.
		Atmospheric pressure and temperature compensation should be standard so that there is no change in the results, even with any variation of the laboratory environment.
		Reproducibility: < 0.5% RSD
	INJECTOR	The system should be provided with Capillary Column injector Inlet having a heating rate of 1 °C/min to 200 °C/min temperature range 50 ˚C to 500 ˚C in 1 ˚C increments. Pressure Range: 0-60 psi or more. Qty -1.
	GC DETECTOR:	FID Flame Ionization Detector with Electronics Gas Controller – Qty 1
		Capillary column optimized compatible with packed column
		Oven temperature: 100 °C to 450 °C in 1 °C increments
		Flameout detection and automatic re-ignition
		MDL: < 3 • 10^{-12} g C/sec octane or better
		Linear Dynamic Range: >10^7 or better
		All gases flow should be adjustable/controlled by software with no manual control
	COLUMN	Capillary Column , Elite 1 or equivalent, 30m (long) x 0.25 mm (i.d.) x 0.25um- 1 No
	DATA SYSTEM	Complete computer control of parameters for GC,
		Fully automated data processing programs
		The software must operate with Windows 7 operating system or suitable for true 32/64 -bit multi-tasking that allows the simultaneous generation and printing of reports as an acquisition proceeds without interruption. Real time data analysis
	INDISPENSABLE ACCESSORIES	UPS system – 6 KVA with 30m back up - 1 set

		Suitable Computer with installed software for running the GC -1 set
		Hydrogen cylinder (47 liters capacity) High Pure Grade with Double Stage regulator –1 set
		Nitrogen cylinder (47 liters capacity) High Pure Grade with Double Stage regulator –1 set
		Zero Air cylinders (47litres capacity) High Pure Grade with Double Stage regulator –1 set
	SPECIAL NOTE	All specifications offered Needs to be supported with original literature as well as the same literature needs to be available in the website of the manufacturing company.
		The vendor should be ISO 9001 @ India operation
		The offer to be made in details with all technical specification, item details with part Nos. (only line items will not be accepted)
		All supporting technical literatures complying the technical specification need to be attached along with the order
		Detailed Pre-Installation requisite documentation to be attached.
		Extensive Training to be provided at installation site with a qualified application specialist
		Wide Installation base in reputed institutes e.g IIT, Reputed Universities/Institutes, CSIR laboratories, etc.
		Labs in India with strong support team for smoother functioning of the instrument
		Warranty: Not less than one (1) year for the entire system from date of Installation

4. **Millipore Water Purifier (MilliQ)**
   - Should Produce analytical-grade water quality with bacterial counts reduced to 1 cfu/ mL from tap-feed
   - Product water: TOC, ppb: < 30
   - Product Water Resistivity, MΩ•cm (@ 25 °C):> 5–15; > Pure Water > 5
   - Nominal Permeate Flow: 3L/h
   - Feed water nature: Tap water
   - Conductivity, µS/cm: < 0.2
   - Product water volume:>5-25 L/day; >25-100 L/day
   - Silica removal (%):>99.9
   - Microorganisms, cfu/ml: <1
   - System recovery (%): 15
   - Cartridge used: Progard and RO membrance cartridge
   - Water quality: Type 2

5. **Triple Distillation Unit**

- Dist. Water Output Cap.(Approx) : 1.5 lt/hr.
- Electrical requirements : 230-250 Volts Single phase 1.5kw Quartz heater
- Cooling Water consumption : 50 lt/hr
- Biological Activity : Pyrogen Free
- pH : 6-7
- Distillate Temp: 65-75^{0}C

6. **Thermostatic Water Bath**

- Minimum 6 Holes.

7. **Rotary Evaporator**

- Height adjustment : 155 mm
- Rotation Speed Setting : 3.5" LCD Display
- Rotation Speed : 20 – 280 rpm
- Heating bath accommodates 50ml to 5 liter flask
- Heating bath Temperature : 20 - 210° C
- Bath Temperature Setting : 3.5" LCD Display
- Temp. accuracy bath : ± 1°C
- Timer : yes, available
- Heating Capacity : 1300 watt
- Secondary cut of protection: 250° C
- Suction capacity **of 2.0m3/h** for fastest evacuation
- Temperature Range, 0 to 100 deg C
- Precise Temperature Control +/- 0.2 deg C
- Cooling Capacity 200 watt at +20 deg C,
- 140W at 0 deg 0C .

8. **Hot air oven**

Construction Details:

- **Material of Construction:**
  Should be double walled with inner chamber of Stainless steel sheet of grade SS 304 and outer wall of heavy gauge PCRC steel sheet duly degreased and pre treated with primers for rust proofing duly painted with attractive stove enamel or powder coated.
- **Temperature Range:**
  50 Degree C to 250 degree C
- **Temperature Control:**

The temperature inside the chamber should be controlled by intelligent programmable temperature controller and indicator.

- **Insulation:** The gap of 75 mm between the outer and the inner wall should be filled with special grade glass wool to prevent thermal losses.
- **Air circulation:** Air circulation fan for maintaining temperature uniformly throughout the chamber
- **Features of Coaxial Circulation Fan:**
  Vacuum impregnated starter.
  non-hygroscopic.
  Best IR value
  Bright bar (EN - 8 class) shaft.
  Bush bearing of branded companies.
  Surge comparison testing in fans and pumps eliminates into turn short circulating of the stator.
  Pressure die-casted-rotor manufactured with zero error.
  Boats of high accuracy
- **Front Panel:** The front panel should be provided with separate indicator lamps for main heating and incoming voltage. Digital Temperature controller cum Indicator and voltmeter.
- **Shelves:** The unit is supplied with two shelves of stainless steel sheet.

- **TECHNICAL MATRIX**

Temperature Control		
Temperature variation (time)	+/- °C	0.5
Temperature deviation (spatial)	+/- °C	0.5
Readability/ Set ability	°C	0.5
Temperature range ***	°C	50°C to 250°C
Sensor thermocouple		PT 100
Controller		Nano technology based ergonomic controller
Display		LCD
Safety thermostats		
Temperature variation (time)	+/-°C	3
Sensor thermocouple		PT 100
Automatic setting		Yes
Adjustable limits		Yes
Accessories		
Serial Data Port	RS232	Yes
Shelves		
Standard/ max		2
Dimensions	mm	355x355x355 mm
Power consumption		
Nominal voltage	V	230, 1~
Frequency	Hz	50/60

9. Digital Balance

- Single Pan, Capacity upto 1 Kg.
- Readibility upto 1 miligram
- Display: LCD

10. Analytical Balances

- Fully automatic self calibration & adjustment function with temperature
- cotrolled
- Dual Range readability
- Capacity : 42g / 120 g
- Readability: 0.0001g
- Repeatability: 0.03 mg / 0.08 mg
- Linearity: 0.15mg (0.02mg)
- Stabilization Time(s) : 4.0 seconds
- Display: Large high-contrast LCD display for maximum ease of reading

11. Incubator

Minimum Specification

- Precise Temperature Control
- Superior Uniformity
- Independent Over Temperature Thermostat
- Over Temperature Alarm
- Temperature Uniformity +/-0.35°C at 37°C
- Temperature Range Ambient +8oC to 70oC
- Capacity- 300 litres (Double Litres)

12. High Temperature Muffle Furnace

Minimum Specifications

Inside Chamber Size	**6" x 6" x 6", 3.6L □pprox. with swing aside door at the front**
Furnace construction	**(i) Double shell steel case with cooling fan to keep outside case cool (ii) High purity alumina fiber insulation for max. energy saving**
Heating element	**The chamber section should be heated by six to eight Super Kanthal Molybdenum disilicide heating elements (Super 1800 grade MoSi2) suspended in a chamber made of high temperature refractory fiber lined with a combination of ceramic fibre blankets.**
Standard Working Temperature	**1600° C (continuous)**
Maximum Working Temperature	**1700° C (< 3 hours)**
Temperature Control	**The temperature controller should be a PID automatic control power control and programmable with necessary safety features.**
Heating Rate	**The furnace should be of fast heating type with the maximum attainable temperature should reach as a ramp function in less than one hour.**
Temperature Accuracy	**+1- 1.0 ^{2}C**
Thermocouple	**Pt. Pt. Rh. Thyristor controller will be provided along with the furnace to measure the temperature with Recrystalized alumina sheath & connecting holder complete set.**

Cooling Fan/ Air Circulation	**Attached with Furnace, Provided inside the control unit to protect Costly component**
Max. Power	**Upto 8 KW**

Along with the furnace one set of the following accessories should be provided

Description	Quantity
Al203 Sample Plate	1 pcs
Al203 Furnace Door Block	1 pcs
Protection Glove	2 pairs
Crucible Clip	1 pair
Crucibles (Silica)	6 pcs

ANNEXURE-II

TENDER TERMS AND CONDITION

1. This Invitation for Bids is open to all suppliers.

2. Certificate of Sole Manufacturers/authorized dealers of manufacturers/authorized supplier/dealers of overseas.

3. The rate is valid for the full period of the currency of the tender.

4. The successful Tenderer, who's Tender is accepted, shall hereinafter be called the Supplier which shall include his heirs, executors, administrators, and assignees.

5. **COST OF TENDER DOCUMENT**: The cost of tender document is Rs 1000/-. The tender document can be downloaded from the website of Excise Department: https://excise.cg.nic.in. The cost of tender document should be submitted in the form of a crossed Demand Draft or pay Order, drawn in favour of the Excise Commissioner, Chhattisgarh payable at Raipur along with tender.

6. **EARNEST MONEY DEPOSITS Rs. 50,000/-** should accompany the tender in the form of a crossed Demand Draft or pay Order, drawn in favour of the Excise Commissioner, Chhattisgarh payable at Raipur. Any tender which is not accompanied by Earnest Money, will be rejected at the time of opening of the tender. Payment of Earnest Money by Cheque or any other form except by Demand Draft/pay order will not be acceptable. No interest will be paid on the Earnest Money Deposit.

7. **SECURITY DEPOSIT** will be 10% of the cost of total equipment being supplied by supplier and will be in the form of Bank Guarantee for a period of not less than 12 months to be renewed for two consecutive years on year-to-year basis within fifteen days (15 days) from the date of acceptance of the tender. The security deposit will be refunded after satisfactory completion of supplies of Laboratory equipment at the end of the tender period as the case may be and after deducting the dues from the supplier if any. No interest to be paid by the purchaser on the security deposit.

8. The Earnest money Deposit of the successful Tenderer will be adjusted in the Security Deposit.

9. The said security shall stand forfeited, appropriately adjusted in full in the event of:

10. The supplies in part or in full are not affected in accordance with the delivery schedule.

    ii) In the event of rejection of consignment on account of sub-standard product and infringement of security requirements, not in conformity with the specifications.
    iii) Any act of breach of trust.

11. In case the Tenderer, whose tender is accepted, fails to deposit the Bank Guarantee towards Security Deposit and execute the agreement as required by the Department of Excise Chhattisgarh within 15 days of the acceptance of the tender, his tender will be rejected outright and the Earnest Money Deposit will be forfeited to Government of Chhattisgarh. The Earnest Money Deposit of the unsuccessful Tenderers will returned to them. No interest will be paid on the Earnest Money Deposit remitted by the unsuccessful Tenderers.

12. **SIGNING OF THE TENDER.**

(a) The tender is liable to be rejected if complete information is not given therein or if particulars and date asked for in the tender are not fully filled in. Specific attention must be paid to delivery dates and also to the general conditions of the contract.

(b) An individual signing the tender or any other documents connected with a contract must specify whether he signs as:

i. A "Sole Proprietor" of the firm or constituted attorney of such " Sole Proprietor"

ii. A partner of the firm if it be a partnership, in which case he must have the authority to refer to arbitration, dispute concerning the business of the partnership either by virtue of the agreement or of a power of attorney, or

iii. A constituted attorney of the " Firm " if it be a company.

iv. In case of partnership firm, copy of the partnership agreement or general power of attorney in either case, attested by Notary Public, should be furnished to the Department of the Excise or an affidavit on stamped paper of all the partners admitted execution of the partnership agreements or the general power of attorney should be furnished.

v. In case of partnership firm, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, every partner of the firm must sign the tender and all other related documents.

vi. A person signing the tender form or any other documents forming part of the contract on behalf or another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the person so, signing had no authority to do so, the Department may, without prejudice to other civil or criminal remedies cancel the contract and hold the signatory liable for all costs and damages.

13. **OPENING OF TENDER**

The Tenderers are liable to be present at or authorize representative to be present at the opening of both the tenders, Technical as well as Price bid, at the date and times as specified. The name and address of the representative who would be attending the opening of the tender on behalf of the Tenderers should indicated in the tender and should be authorized to take financial as well as final decisions. The Tenderers shall also state the name and address of their permanent representative, if any, at Raipur.

14. **TENURE OF TENDER**

This Tender is valid for a period of 1 (One) years subject to the condition that if considered necessary, the Commissioner of Excise reserves the right to restrict the contract period to a period less than 3 (three) years but in any case not less than one year. Any Technological advancement in Laboratory Equipment shall be adopted by Tenderer at any time during the currency of the tender if so desired by the department. With the consent of both the parties and after approval of the competent authority the tender can be extended further, under the same terms and conditions and for a period not exceeding one year.

15. **PRICE**

The price once accepted by the Department of Excise, Government of Chhattisgarh shall remain valid till the successful execution of the order and till the supplies are fully effected and accepted.

The total price should be inclusive of all taxes and levies applicable as on date as per Applicable Law (Basic price, tax and levies are to be indicated separately). GST, if any, shall be borne by the successful bidder.
L1 Selection will be item wise.

16. COMMUNICATION OF ACCEPTANCE

a. The acceptance of the tender by the Department will be communicated by a letter of acceptance by post or Fax or by hand.

b. The Department reserves the right to place order on successful Tenderer for additional quantities at the rates quoted by the successful Tenderers from the date of acceptance of the tender.

17. FAILURE AND TERMINATION

If the supplier fails to deliver the equipments within a period fixed for such delivery in the tender, the Department may, without prejudice to the right of the Department, recover damages for breach of the contract as under :-

i) Purchase or authorize the purchase elsewhere without notice to the Supplier on risk and cost of the Supplier of Equipments.

ii) Cancel the contract or a portion thereof and if so desired purchase or authorize the purchase of the Equipments.

iii) Where action is taken under sub-clause (i) or sub-clause (ii) above, the supplier shall be liable for any; loss, which the Department may sustain on that account. It will not be necessary for the Department to serve any kind of notice of such purchase to the supplier.

iv) In case the contractor fails to supply the required goods in the specified period, the Security Deposit will be forfeited.

18. **PAYMENT UNDER THE CONTRACT**

i) Payment for the delivery of the equipments will be made within sixty days of successful supply.

ii) No advance payment will be made towards the supply of Equipments.

19. The Security Deposit made by the Tenderer shall be refundable to him after completion of the contract and after adjustment of amount if may due to this office.

20. If during the currency of contract, the Supplier or/and his representatives, workers and agents are found indulging in any activity which directly or indirectly is prejudicial to the interest of this office or found guilty of - Indulging in any malpractice such as forgery, falsification or

fabrication of any documents, bills, vouchers, delivery challans etc. or introduction of any liability in connection with the supply of Equipments which amount to an offence punishable under Indian Penal Code or any other enactment, the Excise Commissioner Chhattisgarh without prejudice to other legal rights shall have the right to terminate the contract, forfeit the Security Deposit. All losses that may be incurred by this office shall recoverable from the Supplier.

21. The Tenderers shall furnish valid Income Tax clearance certificate along with their tender.

22. Furnishing incorrect information will entail forfeiture of Earnest Money Deposit in full or part.

23. The Excise Commissioner Chhattisgarh, reserves -

i. The right to reject all or any of the tenders without assigning any reason.

ii. To split up the tender as deemed necessary.

24. At any time prior to the deadline for submission of bids, the Excise Commissioner Chhattisgarh, for any reason, may modify the bidding documents by amendment.

25. Non performance of the tender/contract conditions will disqualify a Tenderer to participate in the tender for the next three years.

26. **LAW GOVERNING THE CONTRACT**

i) The law of India shall govern this contract.

ii) Irrespective of the place of performance or place of payment under the contract, the contract shall be deemed to have been made the place from which the acceptance of tender has been issued.

iii) In respect of all the tender conditions, the decision of the Excise Commissioner CHHATTISGARH shall be find and binding.

27. Dispute Resolution Mechanism

The Bidder and the CG EXCISE shall □ndeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

b. Matter will be referred for negotiation between Officer nominated by CG EXCISE and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Raipur and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

In the event of any dispute arising out of the tender, such dispute would be subject to the jurisdiction of the Civil Courts within the city of Raipur.

28. INTEGRITY PACT.

All the tenderers has to Sign Integrity Pact as per format enclosed in Annexure-V

29. **TENDER.**

Proper index table should be made of all the Papers/Annexures, mentioning page numbers.

Each page of the tender including terms and conditions should be duly filled stamped and signed by the Tenderers and must be submitted latest by 3.00 P.M. on 25th May, 2018. **NO INTERIM ENQUIRY WILL BE ENTERTAINED AND NO TENDER SHALL BE ACCEPTED AFTER THE DUE DATE AND TIME.**

EXCISE COMMISSIONER
CHHATTISGARH RAIPUR.

ANNEXURE-III

Office of the Excise Commissioner Chhattisgarh, Raipur.

PARTICULARS OF THE TENDERER.

1. Name and address of the Tenderer :

   (a) Registered office :

   (b) Factory :

2. Nature of construction of Tender (whether Individual, Partnership Firm or Company Registered under the Companies Act (Enclose Certificates) :

3. Name of the Chief Executive Officer and his phone number.

4. Name and Address of Proprietor/ Partner/Directors. :

5. List of Annexures :

ANNEXURE-IV

OFFICE OF THE EXCISE COMMISSIONER, CHHATTISGARH, RAIPUR

GENERAL TERMS AND CONDITIONS

1. Tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates. No alterations in the Tender will be allowed after the opening of the Tender.

2. Every tender must be strictly in accordance with the terms and conditions and specifications as lay down in this tender.

3. All entries in the Tender must be written with permanent ink or typewritten and there should be no erasures or overwriting. Correction, if any, should be attested under the full signature of the Tenderer.

4. All rates given in the Tender must be expressed both in words and figures and where there is a difference between the two, whichever is lesser will be taken into account.

5. A Photostat copy of Tenderer's current Income-Tax Clearance Certificate and Trade/Sales Tax Registration Certificate duly authenticated must accompany the Tender.

6. Tenderer should submit along with this Tender, his Banker's Certificate regarding the financial standing and Bank Limits.

7. Tenderer should furnish particulars of their factory or workshop including location and machinery installed therein with the capacity of fabrication of those materials. They should also furnish list of parties to whom those have supplied during last one year with quantity proof.

9. The copy of the Board's resolution authorizing the person to sign the tender should be enclosed.

.

10. During the opening of the Technical Bid, the Bidder must come along with all the original documents/invoice copies and other papers to prove the authenticity of the document submitted. The tenderer also must come technically prepared with proper instruments to show or prove all the features with specific specifications as asked in the tender for technical evaluation. Also, If required, the tenderer should come prepare to stay back for another day.

11. Liquidated Damages

a. Notwithstanding CG EXCISE's right to cancel the order, liquidated damages for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value. For eg. If Server is delivered but delivery of power cord, to be supplied along with Server, is delayed then LD would be calculated on the total cost of the Server and not on the cost of the power cord alone.

b. Liquidated damages for late commissioning at 1% (One percent) of the order value per week will be charged for every week s delay in commissioning to a maximum of 10% of the value of the order value.

c. Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.

d. CG EXCISE reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by CG EXCISE to the bidder. Liquidated damages will be calculated on per week basis.

12. Acceptance Tests

The selected bidder in presence of the CG EXCISE authorized officials will conduct acceptance test at the site in accordance with list of delievarbles against each milestone. The test will involve installation and commissioning and successful operation of the hardware, software, communication equipment etc. No additional charges shall be payable by the CG EXCISE for carrying out these acceptance tests.

13. **Guarantee**: The Product quoted should be covered for Three year comprehensive onsite replacement guarantee from date of final delivery and acceptance by end user.

14. Non performance of the tender / contract conditions / wrong information will disqualify a company to participate in the tender for the next ten years.

15. All the Bidders should do Indexing of the Tender Document clearly with page numbers and annexure wise in the first page.

ANNEXURE- V

PRE-CONTRACT INTEGRITY PACT

16. GENERAL

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on ……..... day of the month ……..... 20…… between, the Government of Chhattisgarh acting through Shri. ……..... (Designation of the officer, Department) Government of Chhattisgarh (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure (name of the Stores/Equipment/Work/Service) and M/s ……..... represented by Shri ……..... Chief Executive Officer (hereinafter called the "BIDDER/SeIIer", which expression shall mean and include, unless the context otherwise requires, his successors an permitted assigns) and the Second Party, is willing to offer/ has offered.

1.2. WHEREAS the BIDDER is a Private Company/Public Company/ Government Undertaking/ Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government, performing its function on behalf of the Government of Chhattisgarh.

2. OBJECTIVES

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

2.1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

22. Enabling BIDDERs to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in ay form, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

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

3.2. The BUYER will, during the pre-contract stage, treat BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERs.

3.3. All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same prima fade found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed, fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further

dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

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

4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the biding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or dis-favour to any person in relation to the contract or any other contract with the Government.

4.3. The BIDDER further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

4.7. The BIDDER shall not use improperly, for purpose of competition or personal gain, orpass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

4.8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

5.2. If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6.EARNEST MONEY (SECURITY DEPOSIT)

6.1. Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of…….....

(ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the ……. . …….. ……..... (BUYER) ……..... on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii)Any other mode or through any other instrument (to be specified in the RFP).

6.2. The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.

6.3. In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

7.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii)To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv)To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi)To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broken with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) If the BIDDER or any employee of the BIDDER or any person acting on behalf ofthe BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

(xi)The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYERshall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

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

8. FALL CLAUSE

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

9. INDEPENDENT MONITORS

9.1. The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

9.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

17. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations

18. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

19. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

13. OTHER LEGAL ACTIONS

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

13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at…….....on…….....

BUYER	**BIDDER**
Name of the Officer	**CHIEF EXECUTTIVE OFFICER**
Designation	
Department/ PSU	
Witness	**Witness**
1)…….....	1)…….....
…….....	…….....
2)…….....	2)…….....
…….....	…….....

ANNEXURE- VI

PRICE BID

TENDER FOR SUPPLY OF EQUIPMENT FOR CHEMICAL LABORATORY OF EXCISE DEPARTMENT

To,
Excise Commissioner
Aabkari Bhawan
Labhandi Chokranala,
Raipur, Chhattisgarh–492001

Bid form for bid no. ---------- date of opening ----------

1. We---------- hereby offer to supply the following items at the prices and within the period indicated below

Item	Description	Unit	Price per Unit	Total Price Exclusive of GST
(1)	(2)	(3)	(4)	(5)
1	UV-Visible Spectrophotometer	2		
2	Distillation Flask with Condenser Assembly (1 & 2 Ltr Capacity each)	2		
3	Gas Chromatography	1		
4	Millipore Water Purifier	1		
5	Triple Distillation Unit.	1		
6	Thermostatic Water Bath.	2		
7	Rotary Evaporator	1		
8	Hot Air Oven	1		
9	Digital Balance	2		
10	Analytical Balance	2		
11	Incubator	1		
12	High Temperature Muffle Furnace	1		
Grand Total (Sum of all Prices quoted in Column 5)				

2. L1 selection will be based on itemwise.

3. It is herewith certified that we have understood the instruction to bidders and also the general and special conditions of the bid and have thoroughly examined specifications and thoroughly aware of the nature of goods required and our offer is to supply goods strictly in accordance with the requirements and according to the terms mentioned in the bid.

4. Above rates are inclusive of all taxes and Rates are valid for a period of 1 years from signing date of Contract.

5. We will deliver the equipment as per required schedule given on the purchase order (requirement) received from Excise Department.

6. The contract can be extended for further I year on mutually agreed terms and conditions on quoted rates.

Note:- a) The Bidders may prepare their bid form as per this Performa.

b) No change in the Performa is permissible.

c) No erasures or alterations in the text of the Bid are permitted. Any correction made in the Bid shall bear initial by the bidder.

Dated 2018

(Signature and seal of manufacturer/ bidder)

ANNEXURE VII

DECLARATION FOR NOT BLACK LISTED

Date.....

To,
Excise Commissioner
Aabkari Bhawan
Labhandi Chokranala,
Raipur, Chhattisgarh–492001

Dear Sir,

Ref.: Tender No.

I / We ..... hereby confirm that our firm has not been banned or blacklisted by
any government organization/Financial institution/Court /Public
sector Unit /Central Government.

Signature of Bidder..... Place : Name

..... Date : Designation

.....