



REQUEST FOR PROPOSAL (RFP)

for

Supply, Installation, Commissioning, Operation and Maintenance
of Continuous Ambient Noise Monitoring Stations

for

Chhattisgarh Environment Conservation Board
(CECB)

The Member Secretary
Chhattisgarh Environment Conservation Board
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RFP No: 01/HO/CECB/SCI/CANMS/E-Tender/2021-22
Issue Date: 11.10.2021

DISCLAIMER

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidders, by the Chhattisgarh Environment Conservation Board, Nava Raipur, hereinafter referred to as CECB, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This RFP document does not aim to hold all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the Chhattisgarh Environment Conservation Board (CECB), their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.

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LIST OF ABBREVIATIONS

CECB	Chhattisgarh Environment Conservation Board
EMD	Earnest Money Deposit
LD	Liquidated Damage
BG	Bank Guarantee
PBG	Performance Bank Guarantee
DD	Demand Draft
QCBS	Quality cum Cost Based Selection
AMC	Annual Maintenance Contract
CAMC	Comprehensive Annual Maintenance Contract
TEC	Tender Evaluation Committee
TM	Technical Marks
FM	Financial Marks
T1	Bidder who has obtained highest technical marks
L1	Bidder who has obtained highest financial marks
O&M	Operation and Maintenance

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1 INTRODUCTION

The Chhattisgarh Environment Conservation Board (CECB) in its quest for **continual environmental excellence**, invites e-tenders from eligible and qualified bidders for supply, installation, commissioning and operation & maintenance of Continuous Ambient Noise Monitoring Stations.

LET US JOIN HANDS FOR A QUIET HABITAT

2 FACT SHEET: TENTATIVE SCHEDULE OF EVENTS

Sl. No.	Title	Description
1	Tender No.	01/HO/CECB/SCI/CANMS/E-Tender/2021-22
2	Scope of Work	Supply, Installation, Commissioning, Operation and Maintenance of Continuous Ambient Noise Monitoring Stations in Raipur city for Chhattisgarh Environment Conservation Board.
3	Number and Locations of stations	Total Four in number, Vide Annexure XIII for locations
4	Name of the tender issuer	Chhattisgarh Environment Conservation Board
5	Price of Tender Document	Rs. 5,000/- (Five Thousand) only through Demand Draft only in favor of The "Member Secretary, Chhattisgarh Environment Conservation Board, Nava Raipur, Atal Nagar, District-Raipur"
6	Availability of Tender document	To be downloaded from https://eproc.cgstate.gov.in ; or http://www.enviscecb.org
7	Tender document issue date	11.10.2021
8	Pre - bid queries receiving last date	20.10.2021
9	Pre - bid meeting date, time, and mode	27.10.2021, 3.00 – 5.00 PM, Physical / Video conference
10	Pre - bid queries responses publishing last date	09.11.2021
11	EMD submission last date and time	15.11.2021 by 03:00 PM
12	Bid submission last date and time	15.11.2021 by 3:00 PM
13	Technical bid opening date and time	15.11.2021 by 4:00 PM
14	Presentation date and time	To be informed later through e-mail
15	Financial bid opening date and time	To be informed later through e-mail (Bidder should furnish e-mail of authorized representative)

Sl. No.	Title	Description
16	Address for Communication	The Member Secretary Chhattisgarh Environment Conservation Board (CECB) Paryavas Bhavan, North Block, Sector-19, Nava Raipur, Atal Nagar, District-Raipur (C.G.) PIN – 492002, Email: hocecb@gmail.com
17	Amount of Earnest Money Deposit (EMD)	Rupees 02 lakhs (Rs. Two lakhs) only through Demand Draft only in favor of The “Member Secretary, Chhattisgarh Environment Conservation Board, Nava Raipur, Atal Nagar, District-Raipur”
18	Depositing Earnest Money	1. E-submission: Upload scanned image of DD through https://eproc.cgstate.gov.in on or before the last date and time of bid submission. 2. Hard copy submission: Submit the DD at the Chhattisgarh Environment Conservation Board, Paryavas Bhavan, North Block, Sector-19, Nava Raipur, Atal Nagar, District-Raipur (C.G.) PIN-492002 on or before the last date and time of bid submission.
19	Validity of Proposal	Proposals must remain valid for 180 days after the last date of submission.
20	Submission of bid	1. E-submission: In three separate envelopes through https://eproc.cgstate.gov.in on or before the last date and time of bid submission. 2. Hard copy submission: In three separate envelopes at the Chhattisgarh Environment Conservation Board, Paryavas Bhavan, North Block, Sector-19, Nava Raipur, Atal Nagar, (C.G.) PIN 492002 on or before the last date and time of bid submission.
21	Method of Selection	Quality cum Cost Based Selection (QCBS)
22	Expected date of commencement of services	Within 15 days from the date of signing of contract.

NOTE:

1. If the office of CECB happens to be closed on any of the dates mentioned above, the respective event will be executed on the next working day at the same time.
2. In case of unavoidable circumstances, any/all of the events may be rescheduled and shall be intimated through the website/s.

3 ELIGIBILITY AND QUALIFICATION CRITERIA FOR BIDDERS

Only bidders who fulfil both eligibility and qualifications criteria can submit proposals.

3.1 ELIGIBILITY

An eligible bidder is one who has not been banned or suspended from Government transactions due to any reason including corrupt and fraudulent practices.

3.2 QUALIFICATION

- 3.2.1 A qualified bidder is one who is an authorized Indian agency/representative/System Integrator nominated by the OEM, who is in agreement with OEM. Relevant documents along-with Authorization Form specified in the tender document indicating that the Bidder is an authorised agency/representative of the OEM for bid submission shall be enclosed with tender bid. The OEM shall give an undertaking to supply components/parts/consumables during warranty period, post-warranty period and product support period. OEM shall also assure full technical back-up and support required for maintenance including software up-gradations. Copy of agreement between OEM and the agency/representative confirming the above requirements and nomination from the OEM shall be enclosed with the tender. Only one nomination from the OEM shall be accepted. The order will be issued in the name of successful bidder.
- 3.2.2 A qualified bidder is one whose average annual turnover during last three financial years i.e., April 2017 to March 2020 is at least 30% of the tender value. Certified and published annual audit reports of the last three financial years mentioned above are to be submitted along with the tender.
- 3.2.3 A qualified bidder is one who has successfully completed similar works in the past 7 years in either Government/Private sector i.e.
- Three similar works costing 40 % of this tender value, or
 - Two similar works costing 50 % of this tender value, or
 - One similar work costing 80 % of this tender value.

The CECB and/or its nominated representative(s), in order to satisfy itself, may enquire the performance of similarly supplied goods from other Government/Private users. The user may also inspect and/or test the quoted/ordered goods and the related services to confirm their conformity to the tender qualification criteria, specifications and other quality control details incorporated in the tender/contract at the cost of the CECB.

3.3 REJECTION AND DISQUALIFICATION

- 3.3.1 Only one bid will be accepted from authorized agency/representative nominated by OEM for any type of equipment/instrument. Bids more than one for any type of equipment/instrument received shall be summarily rejected.
- 3.3.2 Non-compliance of tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between bidder specification and supporting documents etc. may lead to rejection of the bid.
- 3.3.3 Furnishing of wrong/ambiguous information in the compliance statement may lead to rejection of bid and further black-listing of the bidder, if prima-facie it appears that the information in the compliance statement were given with a malafide/fraudulent intent.

4 CONDITIONS FOR BIDDING

4.1 General Conditions

- 4.1.1 The Tender Document is not transferable by the purchaser. The bid application form in the tender document from Annexure-I to XIV may be used for bidding. Documents/forms downloaded from the website can also be used. Bids made on photocopy etc. will not be considered. Every sheet of the application submitted by the bidder needs to be signed including annexure with this document. The price bid must be in the form provided herewith at Annexure- XI.
- 4.1.2 The tender document can be downloaded from the website of CECB and in that case; the tender fee should be attached along with the Bid. Downloaded tender document without tender fee will not be accepted and the bid will be rejected.
- 4.1.3 CECB will not be responsible for delay or non-receipt of Tender Document sent/received by post either way and also reserves the right to accept or reject any or all the tenders in part or full without assigning any reason thereof.
- 4.1.4 No bid document will be sold after the last date of sale or between the extended period of opening date, if any.
- 4.1.5 This invitation of tender does not bind CECB to place order. The Tenders submitted in response to this invitation may be rejected without assigning any reason.
- 4.1.6 The tender notice, tender forms, schedule of requirements, specifications etc. are also available on the website of CECB i.e. <http://www.enviscecb.org>.
- 4.1.7 The CECB at its discretion may extend all of the last dates mentioned in the Fact Sheet. The final authority for acceptance of a Tender will rest with the Chairman, CECB who does not bind himself/herself to accept the lowest tender and is vested with the authority to reject any or all of the tenders received without assigning any reason thereof.
- 4.1.8 All documents, literature, diagrams, leaflets, samples etc. submitted with the bid application form shall become the property of CECB without any payment.
- 4.1.9 The items have to be supplied in standard packaging.
- 4.1.10 The bid shall not contain interlineations, erasures or overwriting words except those bare minimum necessary to correct errors made by the bidder; and in that case such corrections shall be initiated by the person/s signing the bid.
- 4.1.11 Submissions after the last date will not be entertained and such bids shall be returned unopened to the Bidder.
- 4.1.12 Bidders shall not hand over their applications to any employee of CECB. They shall either drop it in the Tender Box kept at the office of CECB, Nava Raipur or send it through Registered post.
- 4.1.13 Canvassing in any form will disqualify the Bid.

- 4.1.14 Request for the Tender Document for bidding made through Fax, E-Mail and Tele fax shall not be entertained.
- 4.1.15 The bid applications must be duly filled in, signed by the Bidder and bear the seal of the Firm. The supplier should attach a copy of financial bid (without cost/price figures) along with the technical bid to assess the item/components quoted in the bid. If this requirement is not met by the bidder, their bid will be considered as incomplete and would not be considered for further evaluation.
- 4.1.16 The Bidders are requested to quote excise duty, import duty and total price of each instrument separately indicating the Government levies, freight, insurance, transportation charges and installation charges at the monitoring Locations. Obtaining necessary excise duty exemption certificate will be the responsibility of the successful bidder; CECB will only provide a letter stating the purpose of the procurement.
- 4.1.17 It may be noted that mere quoting lowest rates will not entitle any firm to get the order. The quality of the item being offered, past performance etc. will also be taken into consideration. Prior to award of purchase order the buyer can seek any details, explanation regarding technical & financial aspect.
- 4.1.18 The proposals are to be submitted through e-procurement portal only.
- 4.1.19 Firms located outside India have to make own arrangements to bring equipment to India for demonstration. No Custom duty exemption certificate will be issued by CECB for such demonstration purpose.
- 4.1.20 The rates should be quoted in both words and figures.
- 4.1.21 Arithmetical error will be rectified on the following basis: If there is discrepancy between the unit price and total price which is obtained by multiplying the **Unit Price and quantity, the unit price shall prevail and the total price shall be corrected**. If there is discrepancy between words and figures, the amount mentioned in **words will prevail**.
- 4.1.22 Conditional Tenders will be rejected without assigning any reason.
- 4.1.23 Alternate Bid and options will not be accepted.
- 4.1.24 The Bid shall be typewritten or handwritten in indelible ink and shall be signed by the Bidder or a person duly authorized to the Contract. The letter of authorization should bear the signature of only the authorized person of the firm. All pages of the Bid, except for un-amended printed literature shall be initiated by the person or persons signing the bid.
- 4.1.25 Eventual suggestions for modification or subsidiary tenders are principally not admissible.
- 4.1.26 The specifications are clearly mentioned in the document and the Bidders are requested to submit Bid only if their offers strictly comply with those specifications. Please note that no deviation in required specifications will be permitted. Bidding for instruments having different specification will be at bidder's risk as CECB will not entertain such Bids. Bids bearing statements like "**SPECIFICATION AS PER**

TENDER DOCUMENT" shall not be entertained. THE PRODUCT SPECIFICATIONS SUPPORTED BY **TECHNICAL LITERATURE AND LIST OF USERS MUST BE ENCLOSED.**

- 4.1.27 The placement of work order/purchase order will be according to technical evaluation, successful demonstration and consideration of price worthiness.
- 4.1.28 The prices to be furnished in the Tender should be fixed prices, irrespective of changes in prices till delivery of items have been completed. No request for amendment of prices will be entertained after submission of the tender. Taxes shall be at prevailing rate at the time of supply of the material.
- 4.1.29 Items mentioned in Techno-commercial bid must be mentioned in financial bid along with corresponding cost in the same order and the total number of items mentioned in the two must match. If there is difference in nos. of items, **the bid will be rejected if either order or total number mismatches.**
- 4.1.30 The nomenclature of the instruments and spares will have to be invariably same in Performa Invoice, Invoice, Packing list and other relevant papers in case the Bidder is asked to supply the instruments against its offer.
- 4.1.31 With the submission of the Tender, the Bidder accepts the conditions of the Tender.
- 4.1.32 Bidder shall ensure that technical specifications comply with requirements and are supported by the technical brochure. Non-fulfilment of these requirements will lead to rejection of the bid.
- 4.1.33 Installation of the instruments at the respective sites is the sole responsibility of the supplier. It must be accomplished by either the principal supplier or the authorized agent strictly within duration specified in this document on receipt of the instruments by the board. The supplier or agent should be in touch with the Materials Section of the Board to know the exact day of receipt of stores supplied/dispatched by them.
- 4.1.34 Each and every folio of the Tender must be signed by the Bidder.
- 4.1.35 The bidder should provide a complete list of spares, sensors, and consumables required for trouble free operation and maintenance of the instruments for five years for trouble free operation and maintenance of the instruments.
- 4.1.36 After sales service is most important factor to be considered for comparison of bids. The Bidder should be able to attend the system immediately and ensure trouble free operation of the system. The Bidder should provide full information of its local contacts.
- 4.1.37 The list of Instruments/equipment, their approximate quantity and point of delivery is given at Annexure-XII & XIII respectively and the detailed specification of the instruments are given in the tender document. The quantity mentioned in the tender document may be increased or decreased at the discretion of the CECB without assigning any reason.
- 4.1.38 The seller/Indian representative should quote a price for delivery of items at the respective sites. In case of imported stores, the custom duty will be paid by bidder and it

should be mentioned in price bid. CECB will issue a letter to the successful bidder stating the purpose of procuring these instruments. However obtaining a “Concessional custom duty exemption certificate” will be responsibility of the successful bidder. The bidder will arrange the custom clearance of goods. Custom duty and all other charges as applicable at the time of clearance of consignment from Airport to be borne by the bidder. After custom clearance, the seller will have complete responsibility to pay local taxes and duties to transport the goods to all the designated sites mentioned in Annexure XIII. All of these charges should be included in the price bid.

- 4.1.39 The transportation charge for the goods should be quoted separately. Road permit & all other taxes as applicable will be paid by bidder and that will be reimbursed as per actual by the purchaser on production of original document which will be paid after successful installation. Insurance of the instrument should be arranged by the bidder up to CECB stores and further to respective sites.
- 4.1.40 Recurring charges to be incurred for all the stations per year should be quoted in the price proposal. The cost of recurring charges for the first year will be added to calculate the lowest bidder. Recurring charges will be paid on yearly basis at the end of every year after satisfactory performance of the stations.
- 4.1.41 The bidders must furnish the following information separately in both technical bid and price Bid for each instrument /equipment offered:
- Country of Origin, Port of Shipment,
 - Name & Address of beneficiary bank, Branch Name, Account No., IBAN & Swift code,
 - Minimum delivery period,
 - Whether transshipment/partner shipment is required or not.
- 4.1.42 Agency commission, if any payable to the Indian Agent, their complete address, telephone & Fax number. The amount of agency commission should be clearly mentioned and it will be paid to authorized local agent in Indian Rupees.
- 4.1.43 Bidder shall intimate the buyer regarding the date of shipment well in advance. A copy of the invoice documents, air way bill, packing list, certificate of country of origin may be forwarded to the purchaser by fax/E-mail immediately after shipment so that concessional custom duty exemption certificate can be issued in time to avoid demurrage charge.
- 4.1.44 The instruments are to be dispatched to the respective sites directly and to be installed there by the supplier under intimation to CECB. The related packing and forwarding charges must be quoted. The Supplier shall be liable for any damage, theft or loss during transit. Single Proforma Invoice needs to be submitted for all instrument/items.
- 4.1.45 In the case of proprietary items, the proprietary certificate issued by the principal/manufacturer should be attached along with the technical bid. In that case, the bid of the sole distributor will only be considered. A copy of the latest supply order (showing details of price) executed to any Central Government department/Semi

Government department/Undertaking/Autonomous body or any other organization of repute in India or abroad should be attached along with the price bid.

- 4.1.46 If the instrument supplied is found defective/unsatisfactory/short supply/other than specifications in the Purchase Order, the same will have to be replaced by the supplier at its own risk and cost. No charge for replacement will be paid by CECB.
- 4.1.47 The warranty and/or guarantee of the instrument/equipment should include 1 year onsite warranty. Additional charges for next 2 year onsite warranty should be mentioned in the price proposal. CAMC proposal for 5 years after expiry of 3 year warranty should be mentioned in the price proposal as AMC charges.
- 4.1.48 Total cost of additional warranty for 5 years and AMC charges for 4th - 8th year will be added to calculate lowest bidder.
- 4.1.49 The Firm whosoever receives the award of supply/work should execute a Pre-contract Integrity Pact with CECB. The format of Pre-contract Integrity Pact is furnished in Annexure- XVI.
- 4.1.50 **If the equipment is of foreign origin and the price is quoted in foreign currency, then for the purpose of comparison of the financial bids in equivalent Indian Rupee, the conversion rate prevailing on the date of opening of the financial bids will be used. Fluctuations, if any, during the period intervening between the financial bid opening date and the equipment procurement date, CECB shall not be held responsible for any financial impact on the bidder due to this fluctuation in conversion rate.**

4.2 Specific Conditions

The specific conditions related with the different topics have been spelled out under the respective topics discussed in this bidding document. **Bidders are requested to read and understand the conditions well, understand the requirements of documentary evidences, assess requirement of resources in totality before submission of bids. This is extremely important to minimize pre-bid queries, meeting, clarification and bid rejection.**

While every effort has been made to provide comprehensive and accurate Information, requirements and specifications, bidders must form their own conclusions about the complete services required. Bidders and recipients of this TENDER may wish to consult their own legal advisers in relation to this TENDER.

All information supplied by Bidders may be treated as contractually binding on the Bidders on successful award of the assignment by or on behalf of the CECB as an outcome of this TENDER.

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the CECB. Any notification of preferred bidder status by the CECB shall not give rise to any enforceable rights to the Bidder. The CECB may cancel this public procurement at any time prior to execution of a formal written contract.

4.3 Compliant Tenders / Completeness of Response

Bids submitted shall be complete with respect to the conditions, specifications, and requirements laid down in this guidance document. The bidder is expected to examine all conditions, forms, terms and conditions and specifications mentioned in this document. It will be deemed that the bidder has received, read and understood all requirements. It shall be the responsibility of the bidder to request for copies of any missing documents. Failure to do so will be at bidder's risk. Failure to furnish all information required as per the bidding documents and submission of a bid substantially irresponsive to the bidding document in any respect will be at the bidder's risk and may result in rejection of the bid.

Bids submitted, therefore, shall

- a. Comply with all requirements spelled in this document, and
- b. Include all supporting documentations mentioned in this document.

4.4 COMPLIANCE / NON-COMPLIANCE STATEMENT

The tenderer shall submit a detailed item-wise compliance / non-compliance statement referring point/para-wise to the requirements given in this bidding document (Annexure-IX), for precise evaluation of tender and for future reference. The compliance statement shall be supported by original brochure(s) of the equipment or sub component from the manufacturer. In case the original brochure is silent on any part of tender specification, it shall be supported by an undertaking by the manufacturer, if claims complied. The technical specifications and other requirements contained in this document are essentially required by the indenter. However, reasons for non-compliance, if any, for certain limited paras, or even sub-paras of the document may also be given by the tenderer. Silence on any part of the commercial or technical specification or failure / omission to provide any such details will be treated as non-compliance. All non-compliance of specifications, even of minor deviations should be clearly brought out.

5 KEY REQUIREMENTS OF THE BID

5.1 Right to Terminate the Process

- 5.1.1 The CECB may terminate the TENDER process at any time and without assigning any reason. Moreover, CECB makes no commitment, express or implied, that this process will result in a business transaction with anyone.
- 5.1.2 This TENDER does not constitute an offer by the CECB. The bidders' participation in this process may not cause CECB selecting the bidder to engage towards execution of the contract.

5.2 Tender fee

Bidder needs to pay Rupees 5,000 (Five thousand) only as tender fee. This fee is non-refundable. Tender submitted without tender fee in the prescribed form shall not be entertained.

5.2.1 Method of Tender fee payment

Pay offline by a DD in favour of 'The Member Secretary, Chhattisgarh Environment Conservation Board' payable at Nava Raipur, Atal Nagar, District-Raipur. Upload scanned image of the DD with other documents in Envelope A for e-submission of bid. Submit the DD with other documents in Envelope A at CECB, Nava Raipur, Atal Nagar for hardcopy submission of bid.

5.3 Earnest Money Deposit (EMD)

Bidder needs to deposit an Earnest Money of Rupees 2,00,000 (Two lakh) only. Tender submitted without tender fee in the prescribed form shall not be entertained.

5.3.1 Method of depositing Earnest Money

Offline payment only: Pay offline by a DD valid till 45 days above validity of the tender document in favour of 'The Member Secretary, Chhattisgarh Environment Conservation Board' payable at Nava Raipur, Atal Nagar, District-Raipur. Upload scanned image of the DD with other documents in Envelope A for e-submission of bid. Submit the DD with other documents in Envelope A for hardcopy submission of bid.

Additional requirement: In the case of a foreign principal supplier, the Indian agent/representative should furnish a letter of authorization issued by that foreign principal supplier to deposit EMD on its behalf. Upload scanned image of this authorisation with DD and other documents in Envelope A for e-submission of bid. Submit this authorisation with DD and other documents in Envelope A for hardcopy submission of bid.

5.3.2 Forfeiture of EMD

The EMD shall be forfeited, if:

- a. A bidder withdraws or amends its bid during the period of bid validity. Or
- b. A bidder fails to supply the instrument within specified period mentioned in the tender document. Or
- c. A successful bidder fails to sign the contract in accordance with this tender. Or
- d. Instrument supplied is found defective and not replaced/attended by the supplier/authorized agent.

5.3.3 Payback of EMD

The EMD shall be returned without any accrued interest on it to:

- a. The bidder who failed to qualify in technical evaluation.
- b. The bidder who qualified in technical evaluation but could not become the lowest bidder in composite evaluation. [EMD amount will be refunded without any accrued interest on it to all unsuccessful bidders within 60 days of the bidder being notified as being unsuccessful.]
- c. The successful bidder after successful installation and commissioning of the system.

5.4 Authentication of Bids

The Proposal should be accompanied by a Power-of-attorney in the name of the signatory of the Proposal as per Annexure XVII mentioned in this document.

5.5 Validity of bids

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of opening of Tender.

6 PRE-BID ACTIVITIES

6.1 Pre-bid queries

- 6.1.1 Bidders are requested to submit e-mail address and mobile no. of one authorized person for all communications at the time of registration.
- 6.1.2 Pre-bid queries shall be prepared in Excel files only. It shall indicate numbers of page, clause, sub-clause, article, paragraph, line and so on of the document for quick detection.
- 6.1.3 The Excel files should necessarily be made in the following format:

Sl. No.	Bidding document reference(s) (Page, Clause, Sub-clause, Article, para, line Number(s))	Content of document requiring Clarification(s)	Specific doubt requiring clarification
1			
2			
3			
4			
5			

- 6.1.4 The Excel Files of queries should reach CECB only from the authorised email address submitted by them on or before last date for receiving queries mentioned in Fact Sheet.
- 6.1.5 CECB shall not remain responsible for not receiving queries due to error/malfunction during the communication process.
- 6.1.6 Queries received after the last date for receiving Pre- Bid Queries may not be entertained

6.2 **Pre-bid meeting**

- 6.2.1 The CECB shall conduct a pre-bid meeting with the prospective bidders on dd/mm/yyyy, Time, Address and Mode mentioned in the Fact Sheet to discuss the queries made by bidders.
- 6.2.2 All doubts and ambiguities shall be cleared in this meeting. Amendment, if any, in tender document, may be seen on e-portal/CECB website.
- 6.2.3 Bidders must confirm their participation in the meeting in advance. The purpose of the meeting is to provide Bidders with information regarding the TENDER, project requirements, and opportunity to seek clarification regarding any aspect of the TENDER and the project. However, the CECB reserves the right to reschedule or not to hold the Pre-Bid meeting.
- 6.2.4 Maximum two (2) authorized representatives of one prospective bidder may attend the pre-bid meeting at their own cost after giving prior intimation to the Member Secretary, CECB.

6.3 **Responses to Pre-Bid Queries and Issuance of Corrigendum**

- 6.3.1 The Officer notified by the Member Secretary, CECB will endeavour to provide timely response to the queries. However, CECB makes no representation or warranty as to the completeness or accuracy of any response made in good faith. CECB is also not bound to undertake to answer all the queries that have been raised by the bidders.
- 6.3.2 At any time prior to the last date for receipt of bids, CECB may, for any reason, whether at its own initiative or in response to clarification/s requested by prospective Bidder/s, modify the TENDER Document by a corrigendum.
- 6.3.3 The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the website/s mentioned.
- 6.3.4 Any such corrigendum shall be deemed to be incorporated into this TENDER.
- 6.3.5 In order to provide prospective Bidders reasonable time for taking the corrigendum into account, CECB may, at its discretion, extend the last date for receipt of Proposals.

7 PREPARATION OF PROPOSAL

7.1 Cost

The bidder shall be responsible for all costs incurred in connection with preparation of proposal and participation in the TENDER process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, providing additional information sought by CECB to facilitate the evaluation process, and in negotiating a definitive contract and all such activities related to the bid process. CECB will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

7.2 Language

The bid prepared by the bidder, all correspondences and documents related to the bid exchanged by the bidder and the purchaser, shall be written in English language. Any printed literature furnished by the Bidder may be in another language if it is accompanied by English translation of its pertinent passages. In such case, for the purpose of interpretation of the bid, English translation shall govern.

8 SUBMISSION OF PROPOSAL

Method of submission - Proposals are to be submitted in three separate sealed envelopes

Each tenderer shall submit the bid in three separately sealed envelopes marked A, B, and C

8.1 Submission of Technical Proposal [Mode: Online and Hard Copy]

8.1.1 Envelope A: Should contain -

1. DD for Tender fee payment,
2. DD for EMD,
3. Annexures I to IX,
4. Certificate of authorization from manufacturer for submission of proposal if offer is submitted by authorized representative.

The names and amounts of the instrument [e.g. "DD worth Rs. 2 lakhs as EMD" and "DD worth Rs. 5000 as Tender fee"] should be inscribed on top of Envelope.

8.1.2 Envelope B: Should contain -

1. The technical proposal. The technical proposal should be enclosed in an envelope superscribing the words "Technical Proposal for Real Time Ambient Noise Monitoring Stations". This envelope should be placed within envelope B. Other documents to be placed within Envelope B are:
2. Commercial proposal (Annexures X to XII without cost/price figures),
3. Copies of Annexures XIII to XVI bearing signature and seal,

4. Company profile,
5. Copy of Certificate of registration with RoC,
6. Copy of Certificate of registration under Labour Laws Contract Act,
7. Copy of Certificate for sales tax registration,
8. Copy of Certificate for Service tax/GST registration,
9. Copy of PAN card,
10. Original of Power of Attorney (Annexure XVII).

8.2 Submission of Financial Proposal [Mode: Online Only]

8.2.1 Envelope C: Should contain –

Financial bid or Price bid i.e. Annexures X to XII with cost/price figures. This envelope shall be submitted online only through <https://eproc.cgstate.gov.in>.

9 EVALUATION OF PROPOSAL

9.1 Tender Evaluation Committee [TEC]

CECB will constitute a Tender Evaluation Committee to evaluate proposals of the bidders. The decision of the committee shall be final and no correspondence will be entertained regarding evaluation. The committee may ask for meetings with the bidders for clarifications on proposals. The committee reserves the right to reject any or all of the proposals on the basis of deviations. Each of the proposals shall be evaluated as per the criteria and requirements specified in this document.

9.2 Opening of E-proposals

The CECB will open the on-line proposals on prescribed date and time. Physical presence of the bidder at the time of opening of tender will not be essential in this e-tendering process. At the appointed time, the bid openers would open the bids online and the details of bids offered by the bidders would be known to all on the e-procurement portal of CECB. The sequence of opening of e-proposals will be:

Step 1: Opening of Technical proposals for evaluation.

Step 2: Opening of Financial proposals of only the technically qualified bidders.

9.3 Tender Evaluation

Evaluation of proposals shall be carried out in the sequences as follows:

9.4 Stage 1 Evaluation of Technical proposals

The technical bids will be opened first and evaluated by the TEC. Evaluation of technical proposals will be carried out in the following steps:

Step 1 Evaluation of contents of Envelope A

Step 2 Evaluation of contents of Envelope B

Bids will be assigned marks on the basis of parameters.

The bidder with the Highest Technical Marks will be awarded 100 and other bidders will be awarded marks on percentile basis (e.g. if the highest technical Marks is 90, the T1 bidder will get 100 marks. A bidder awarded 80 marks will get $(80/90) \times 100 = 88.88$ Marks.)

The TEC will prepare a list of responsive bidders who have complied with all the requirements of this stage. All of these eligible bidders will be considered for evaluation of financial bids submitted by them.

9.5 Stage 2 Evaluation of Financial proposals

Contents of Envelope C will be evaluated. The financial bids of bidders whose technical bids have been awarded 70 percentile or more marks only will be subject to evaluation. The lowest financial proposal will be allotted a Financial Marks of 100. The financial marks of other bidders will be computed by measuring the respective bids against the lowest financial proposal.

9.6 Stage 3 Determination of Composite Marks

The Composite Marks (TL) is a weighted average of Technical Marks (TM) and Financial Marks (FM). A ratio of Technical Marks : Financial Marks = 70 : 30 will be used to determine the Composite Marks. The composite marks will be derived using the formula $[(TM \times 70) + (FM \times 30)] / 100$

9.7 Stage 4 Evaluation of T1L1 or Determination of Most Preferred Bidder

The bidders will be ranked in descending order according to the composite (TL) marks obtained by them. The bidder obtaining the highest composite marks will be selected. These evaluation criteria will be weighted by CECB management and applied to Bidder responses to determine which Bidder is the Most Preferred Bidder for CECB.

10 TRAINING TO CECB OFFICIALS

Training will be conducted in two phases:

10.1 Overall familiarization programme

In this programme, CECB officers will be given in depth training for 5 working days at OEM works. Air travel, board and lodging, and per diem will be borne by successful supplier at OEM works. The bidder should submit the day wise training schedule and subjects to be covered under this training programme.

10.2 In-depth training for sites

The manufacturer / supplier should provide in-depth training to CECB officers for 3 working days for all the sites. This includes:

1. 1-day in-house training on handling of software, and
2. 2-day in-field training on hardware and software.

3. The training should cover installations details, operation and maintenance of the system, and all aspects of software in respect of Remote & Central Receiving stations. This training will be conducted in Delhi for CECB.

11 WARRANTY, MAINTENANCE, PAYMENT, AND PENALTY FOR DELAY

11.1 Warranty

The manufacturer should provide a comprehensive warranty for at least three years (Free warranty for first year + Extended warranty for following two years) after commissioning of the system in the field.

11.2 Maintenance

The manufacturer should take on the work of servicing and routine maintenance of field equipment once a month. Response time for rectification of faults in the field Remote station equipment should not be more than 48 hours.

11.3 Payment

Payments for 2 years extended warranty will be released on yearly basis (at the end of each financial year) only after completion of free warranty for first year.

11.4 Penalty

Penalty for delay in O&M and capturing of data

11.4.1 If the down time is more than 48 hours, the warranty period will be presumed to be extended by a period twice the down time.

11.4.2 If data transmission rate for a station is found to be less than 95% in a year inclusive of extended warranty days, there will be a proportionate deduction from the balance 20% amount/bank guarantee (equivalent to each station) which is to be released after warranty period.

12 COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) AND PAYMENT CONDITIONS

12.1 CAMC

Vendor must quote for the CAMC separately. Vendor will be responsible for communication of data generated from remote stations to central receiving station and other nodes during warranty and CAMC period. Bidder will be responsible for O&M of the instrument. Bidder, therefore, must quote for CAMC for 5 years along with their offer which will start after expiry of 3 year warranty.

12.2 Payment condition for CAMC

Payment for CAMC will be released against Performance Bank Guarantee on yearly basis (at the end of each financial year).

13 RESIDENT ENGINEERS AND THEIR SERVICES – OPTIONAL

Bidder should quote for the two Resident Engineers and their services which will be responsible for all technical & other support services like maintenance of instrument, data communication and report generation at Head Office of CECB.

14 INSTALLATION, SYSTEM INTEGRATION AND COMMISSIONING

- 14.1 All the equipment shall be installed and brought into suitable conditions for operation by the supplier at the sites mentioned in Annexure XIII. The supplier shall make necessary and proper adjustments and arrangements, including utility supplies, connections, foundation, erection, fencing against possible damages by animals/creatures, etc. in order to install and maintain the equipment in conditions adequate for trouble free operation.
- 14.2 Only the best installation practices are to be applied, and all the installation works must be done to the satisfaction of the CECB. The supplier shall carry out the works in a perfect and quality workman aptitude. The installation activity shall be planned in order to carry it out in a systematic manner so as to prevent damage of the equipment and installation materials.
- 14.3 All the equipment, tools, materials, labour, logistics and allied requirements for installation shall be provided by the Supplier.
- 14.4 Bidder shall depute engineer/supervisor for onsite assembly, installation, commissioning and start-up of the supplied equipment. Bidder should offer the complete system with complete turnkey implementation including installation, testing and commissioning to the satisfaction of CECB officers. The civil works required will depend on the site conditions. The mast should be triangular lattice mast as per the field layout drawing and its height should be 4 (four) meters. The mast and the installation accessories should be of **stainless steel** for external installations.

15 INSPECTION AND TEST

- 15.1 The Board shall have the right to inspect and to test the Equipment to confirm their conformity to the Specifications without any extra charge to the Board by the Supplier. The Supplier shall notify the Board in writing, in a timely manner, of the schedule of inspection and test.
- 15.2 The supplier shall carry out the performance test to inspect and witness the function of each of the equipment supplied under the awarded package at site. In case the equipment for performance test requires the supplemental and/or supporting equipment, the supplier shall carry out the performance test including such equipment. The supplier shall submit the performance test report to the Board.

16 SPARES AND CONSUMABLES

To assure the maximum uptime during warranty and CAMC, the vendor should keep inventory of the spares to the tune of minimum 10% of the equipment supplied. **CECB would have the right to audit the inventory of spares at any given time during the tenure of the contract in the good condition and performance of the system.**

17 CALIBRATIONS

- 17.1 **Authorised, Independent and Accredited Lab Calibration:** Class I Type international certification with Horizontal and Vertical reference direction either from LNE, PTB, METAS, CEM or BEV
- 17.2 **Internal Self calibration:** The system should perform calibration checks for the entire noise measurement system by generating remotely a well-known signal at microphone and proper operation of each unit. For this purpose, the outdoor microphone should be equipped with a built-in electrostatic actuator which should stimulate a pre-defined noise level on the diaphragm of the microphone. This should be automatically used for calibration checks of the sensor and the result should be displayed for each site. This check should be repeated on daily basis to ensure the quality of data.
- 17.3 **External acoustic calibrator:** The vendor should also carry out calibration with an external acoustic calibrator of dual range on quarterly basis.

18 MANUALS AND CATALOGUES

The manufacturer should provide detailed manuals for operation, trouble shooting, preventive maintenance and servicing of each sub-system including all block diagrams and detailed circuit diagrams. The catalogues of all the vital components used in the system should also be provided. All manuals should be given in printed form also.

19 RELIABILITY

In general, it is desired that sensors should be capable of operating for 08 years without physical technical intervention. Sensors and Data logger system should have built-in performance checks and indicators which should be utilized whenever possible.

20 TAX AND DUTIES

The bidders should indicate clearly the duties and taxes applicable to central govt. department on goods and services. In case of imported stores, the custom duty will be paid by bidder and it should be mentioned in price bid. CECB will issue a letter to the successful bidder stating the purpose of procuring these instruments. However obtaining a "Concessional custom duty exemption certificate" will be responsibility of the successful bidder. The bidder will arrange the custom clearance of goods. Custom duty and all other charges as applicable at the time of clearance of consignment from Airport to be borne by the bidder. To compare the bids, all the currencies will be converted to INR as per the RBI currency conversion rate applicable on the date of price bid opening. The concessional import duty applicable will be added to the prices to compare with the bid quoted in INR. As per Government of India rules, GST will not be added in the price to calculate the lowest bidder.

21 PAYMENT TERMS

- 21.1 90% of contract value (**excluding extended warranty and CAMC**) on successful installation and commissioning subject to submission of Performance Bank Guarantee in favour of CECB (Vide Clause 24).
- 21.2 10% of contract value (**excluding extended warranty and CAMC**) after successful completion of the free warranty period (Vide Clause 11.1).

22 IDENTIFICATION OF SYSTEM AND SUB SYSTEM

The supplier shall affix name plate with following description in English on all the Equipment:

1. Name of the Equipment
2. Manufacturing date
3. Production serial number
4. Equipment model no.
5. Name of the manufacturer

23 PACKING AND SHIPMENT

23.1 Packing

Transportation by air cargo

The supplier shall pack and transport the equipment in double carton, approved by airline and deliver separately to the designated Sites in completely packed condition.

23.2 Shipment

The supplier shall be responsible for delivery of the equipment to each site and for coverage of air cargo charges, freight, and insurance premiums for transportation up to the sites, inland transportation and temporary storage etc.

23.3 Notification and Submission of Documents

Upon shipment, the supplier shall notify the Board:

1. Contract Number
2. Description and quantity of the Equipment
3. Name of the air cargo
4. Number and date of bill of lading and airway bill
5. Date of shipment, port of discharge, expected date of departure, expected date of arrival
6. Invoice amount of shipment

23.4 Unloading and Custom Clearance

As per clause numbers 4.4.39 and 4.4.40.

23.5 Inland Transportation

The Supplier shall be fully responsible for the delivery of all the equipment to the Sites. The Supplier shall arrange at his option and cost of transportation from the port of entry to each site for the equipment of foreign origin.

23.6 Handling and Storage

The supplier shall protect the Equipment from any damage and avoid overloading. Particular attention shall be given to the perishable Equipment and those which must be kept dry, cool, away from exposure to direct sunshine and moisture. In case a part of the facilities of CECB is necessary to be occupied by the supplier for temporary storage or installation use, the supplier shall obtain written approval from the board for temporary occupation and protect facilities against damages. Charges Payable for this facility to the Board shall be fixed by the Board.

23.7 Equipment of Foreign Origin:

The supplier shall mail the following documents to CECB

- 23.7.1 Copies of the supplier's invoice showing the Equipment's description, quantity, unit price and total amount.
- 23.7.2 Six (6) copies of airway bill and bill of landing marked "freight prepaid".
- 23.7.3 A second copy of the airway bill with bill of landing marked "freight prepaid" originally signed by the shipper should be provided by the supplier directly to CECB immediately after shipment.
- 23.7.4 Copies of the packing list identifying contents of each package.
- 23.7.5 Insurance certificate.
- 23.7.6 Supplier's and/or Manufacturer's warranty certificate
- 23.7.7 Certificate of country-of origin.

The documents mentioned above shall be received by CECB at least one week before arrival of the Equipment at the port or place of arrival for issuance of concessional exemption certificate and if not received, the Supplier will remain responsible for consequent expenses.

24 CONTRACT PERFORMANCE SECURITY

24.1 Payment of Contract performance security

The supplier within thirty (30) days from the date of notification of award shall furnish a refundable Performance Bank Guarantee from a reputed Indian or Foreign Commercial bank having license to do business in India to the Board as a guarantee of performance for an amount equal to ten (10) percent of the total Price under the contract for faithful and due fulfilment of all obligations under the terms and conditions of the Contract.

24.2 Validity of Contract Performance Security

The Performance Bank Guarantee shall remain valid till the end of the CAMC period (Vide Clause no. 12.1).

25 TIMELINE FOR DELIVERY AND INSTALLATION

Delivery and installation must be completed within 2 months from date of placement of order/acceptance of order.

26 DELAYS IN THE SUPPLIER'S PERFORMANCE

26.1 Delays in the Supplier's Performance

Delivery of the equipment and performance of the works shall be made by the supplier in accordance with the time schedule.

26.2 Notification of Delay

If at any time during performance of the Contract, the supplier and/or the manufactures should encounter conditions impeding timely delivery of the Equipment and performance of the works, the supplier shall promptly notify the Board in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Board shall evaluate the situation and may at its discretion extend the supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Board and the supplier by amendment of the contract.

26.3 Liability of Liquidated Damages

Except Force Majeure, delay by the Supplier in performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to 'Liquidated Damages', clause 27 hereunder, unless an extension of time is agreed upon pursuant to '**Notification of Delay**' sub-clause 26.2 above without the application of liquidated damages.

27 LIQUIDATED DAMAGES

27.1 Subject to clause 32 of this document, if the Supplier fails to perform the works within the period, the Board shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage as mentioned in point no. 27.2 and 27.3. Once the maximum is reached, the Board may consider termination of the Contract pursuant to clause 29 of this document.

27.2 The supplier shall pay to the Board as liquidated damage a sum equivalent to one (1) percent of the unit price in the Contract Price for each of the equipment undelivered per week delayed.

27.3 Maximum deduction for the total liquidated damages payable to the Board shall not in any case exceed ten (10) percent of the contract value.

28 SUSPENSION OF WORK

The Supplier shall not suspend whole or part of Work without serving notice to CECB in writing. The Supplier thereupon shall do all possible endeavours to reduce expenses or costs resulting from the suspension. Such suspension shall not nullify the contract.

29 TERMINATION FOR DEFAULT

29.1 Termination for Default

29.1.1 The Board, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

29.1.2 If the Supplier fails to perform any or all of the Works within the period or extension thereof granted by the Board pursuant to Clause 26 of the document,
Or

29.1.3 If the supplier fails to perform any other obligations under the contract.

29.2 Liability for Excess Cost for Unperformed Work

29.3 In the event the Board terminates the Contract in whole or in part pursuant to Sub-clause 25.1 here above the Board may procure at the risk and cost of the supplier, upon such terms and in such manner as it deems appropriate, the equipment/works similar to those undelivered / unperformed and the supplier shall be liable to the Board for any excess costs for such similar equipment / works. However, the Supplier shall continue performance of the Contract till not terminated.

30 SETTLEMENT OF DISPUTE, ARBITRATION

30.1 All disputes or differences arising out of or in connection with the contract and supply of any item/equipment assigned under the same (whether during the progress of the works or after their completion, determination, abandonment or breach of the contract) shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal shall consist of two (2) arbitrators appointed by the Chairman, CECB. It will not be an objection to any such appointment that the arbitrators are the Government Servants and had any interest in the Board or the contract entered into directly or indirectly. In all cases, the arbitrator shall state reason in their decision, in writing the amount of claim in dispute is Rs. One lakh/- and above, subject as aforesaid the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. Arbitration proceeding shall be held at Raipur, Chhattisgarh, India and the language of arbitration proceedings and

that of all documents and communications between the parties shall be in English equally by both the parties.

30.2 It is a term of the contract that the party invoking the arbitration shall specify the dispute(s) to be referred to the arbitration under this clause together with the amount or amount claimed in respect of each such dispute.

30.3 It is also a term of the contract that if the supplier(s) do not make any demand for arbitration in respect of any claim (s) or dispute in writing after 90 days of receipt of the final bill of payment, the claim of the supplier will be deemed to have been waived and absolutely barred and the Board will be discharged and released of all liabilities under the contract in respect of these claims.

31 LAWS AND REGULATIONS

The formation, validity and performance of this Contract shall be governed as to all matters by and under the laws and regulations of India and courts of Raipur shall have exclusive jurisdiction in all matters arising under this contract. The Supplier shall respect and abide by all laws and regulations of India and shall make its best effort to ensure that the personnel of the Supplier and their dependents, while staying in India, shall respect and abide by all laws and regulations of India. The Supplier shall protect, absolve and indemnify the Board, and their representatives from any claim, loss or damage arising from any non-compliance alleged or proved, without claiming them for payment.

32 FORCE MAJEURE

Vendor shall not be considered in default if delay in delivery occurs due to causes beyond his control such as Acts of God, natural calamities, civil wars, strikes, fire, frost, flood, riots and acts of usurped power. A notification to this shall be given by the Vendor to the buyer. In the event of delay due to such cases a length of time equal to the same period will be given to vendor.

33 INJURY AND DAMAGE

33.1 Injury or Death of persons

The Supplier shall be liable for and shall indemnify the Board against any liability, loss claim or proceedings whatsoever arising under any statute or law in respect of personal injury, death or any disability caused while carrying out the works unless due to any act or neglect of the Board, or of any person for whom the Board is responsible.

33.2 Damage to Property

The Supplier shall be liable for and indemnify the Board against and insure and cause any Manufacture and subcontractor to insure against any expense, liability, loss claim or proceedings in respect of any damage whatsoever to any real or personal property for any occurrence in so far as such damage arises out of or in the course of or by reason of the carrying out of the works and is due

to any negligence, omission or default of the Supplier or any person for whom the supplier is responsible or any Manufacturer and subcontractor or person for whom the Manufacturers and subcontractors are responsible.

34 ROYALTY AND PATENTS

- 34.1 The Supplier shall pay all royalties and license fees for the use of any patented item, whether it may be an invention, method, arrangement, article, process or appliance used in connection with the performance of the Contract. The supplier shall indemnify and save harmless the Board against any and all costs, damages and expenses of any nature or kind whatsoever which may arise out of or result from claim by any person, firm or corporation that the manufacture, purchase, use or sale of any of the inventions, methods, arrangements, articles, processes or appliances used in connection with the performance of this Contract infringes any patent of such other rights. The Supplier shall, at the request of the Board, defend the Board against any suit brought to enforce any such claim at the Supplier's expense.
- 34.2 In case any such patented item used on or in conjunction with the works is in suit held to constitute and infringement of its use enjoined, the supplier shall either secure for the Board the right to continue using the said item by suspension of the enjoinder, by procuring for the Board a license or otherwise, or will replace such items with a non-infringing item or modify it so that it becomes non-infringing or with the Board's approval remove the said enjoined item and refund to the Board the sums paid thereof.

35 EFFECTIVENESS

This Contract shall come into force and effect on the date of the Letter of Award and shall be in force until the works have been completed and all the payments have been made to the Supplier, except the obligation of the warranty period by the Supplier.

36 RESERVATION

CECB reserves the right to increase the number of items within a period of 12 months of placement of the original order with same commercial and technical terms.

37 FORMS

Wherever a specific form is prescribed in this bidding document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information.

For all other cases, the Bidder shall design a suitable form to furnish the required information. CECB shall not be bound to supply or to make provision for any form/format except those contained in the application form required for submission of bids.

38 INFLUENCING THE CHHATTISGARH ENVIRONMENT CONSERVATION BOARD

Any effort by a Bidder to influence the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of his proposal. Bidder shall not approach CECB officers after office hours and/or outside CECB office premises, from the time the proposals opened till the time the contract awarded.

39 TECHNICAL CLARIFICATION

The CECB reserves the right to ask for technical elaboration/clarification in the form of technical presentation from the Bidder on Technical Proposals already submitted at any point of time before opening the Commercial Proposal. The Bidder shall furnish the required information to CECB officers and its appointed representative on the date asked for, at no cost to CECB. The CECB may at its discretion, visit the office of the Bidder any-time before the signing of Agreement.

40 CONFIDENTIALITY OF INFORMATION

- 40.1 As used herein, the term —Confidential Information means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.
- 40.2 The Bidder shall keep confidential, any information related to this tender, with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason what-so-ever.
- 40.3 At all time of the performance of the services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such

employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

- 40.4 The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.
- 40.5 The obligations of confidentiality under this section shall survive rejection of the contract.
- 40.6 The successful bidder must maintain absolute confidentiality of the documents/maps/tools/data collected in any form including electronic media and any other data/information provided to him or collected during the execution of the work.
- 40.7 The bidder should not use the Project data for any purpose other than this work.
- 40.8 The Bidder must remove/ destroy the entire data from his custody after completion of the contract period. If at any stage it is found that the bidder is using the data provided by the client any time during the contract execution or after completion of the contract for any other purposes, stringent legal action will be initiated as per applicable law of land and the contract will be terminated without assigning any reasons.
- 40.9 Bidder shall not disclose to any one, any information marked as confidential and communicated or made available or accessible by the firm during execution of the work.

41 LIMITATION OF LIABILITY

Limitation of liability shall be as per applicable law. The aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract.

42 RIGHT OF MONITORING, INSPECTION AND PERIODIC AUDIT

The CECB reserves the right to inspect and monitor / assess the progress / performance at any time during the course of the Contract, with or without providing due notice to the Selected Bidder. The CECB may demand, and upon such demand being made, the selected bidder shall provide with any document, data, material or any other information required to assess the progress of the project. The CECB shall also have the right to conduct, either itself or through any another agency as it may deem fit, an audit to monitor the performance by the Selected Bidder of its obligations/functions in accordance with the standards committed to or required by the CECB and the Selected Bidder undertakes to cooperate with and provide to the CECB / any other Consultant/ Agency appointed by the CECB, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Selected Bidder failing which the CECB may, without prejudice to any other rights that it may have, issue a notice of default.

43 OBLIGATIONS OF THE CHHATTISGARH ENVIRONMENT CONSERVATION BOARD

The CECB representative shall interface with the selected bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. CECB shall ensure that timely approval is provided to the selected bidder, where deemed necessary, which should include diagram / plans and all specifications related to services required to be provided as part of the Scope of Work. Any deliverable submitted to CECB for review and comments would be responded to within 15 working days.

44 INFORMATION SECURITY

The selected bidder shall not carry and/or transmit any material, information, layouts, diagrams, data, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by the CECB, out of premises, without prior written permission from the CECB. The selected bidder shall, upon termination of this agreement for any reason, or upon demand by CECB, whichever is earliest, return any and all information provided to the selected bidder by CECB, including copies or reproductions, both hard and electronic.

45 INDEMNITY

The selected bidder shall execute and furnish to the CECB, a Deed of Indemnity in favour of the CECB, in a form and manner acceptable to CECB, indemnifying CECB from and against any costs, losses, damages, expenses, claims including those from third parties owing infringement or misappropriation of a patent, copyright, trademark and trade secret, arising or incurred inter- alia during and after the Contract period arising out of:

1. Negligence or wrongful act or omission in connection with or incidental to this Contract; or
2. Any breach of any of the terms the Selected Bidder's Proposal as agreed, the Tender and this Contract by the Selected Bidder or its team.

The indemnity shall be to the extent of 100% of tender value in favour of the Chhattisgarh Environment Conservation Board (CECB).

46 CONFLICT OF INTEREST

The bidder shall disclose to CECB in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the service(s) as soon as practicable after it becomes aware of that conflict.

47 SEVERANCE

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

48 "NO CLAIM" CERTIFICATE

The Selected Bidder shall not be entitled to make any claim, whatsoever against CECB, under or by virtue of or arising out of, the contract, nor shall CECB entertain or consider any such claim, if made by the Selected Bidder after it has signed a 'No claim' certificate in favour of Chhattisgarh

Environment Conservation Board (CECB) in such form as shall be required by CECB after the work is finally accepted.

49 PUBLICITY

The Selected Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Chhattisgarh Environment Conservation Board (CECB) first gives its written consent to the selected bidder.

50 FRAUD AND CORRUPT PRACTICES

For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

50.1 “Corrupt practice” means

50.1.1 the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Chhattisgarh Environment Conservation Board (CECB) who is or has been associated in any manner, directly or indirectly with the Selection Process or the Lol or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Chhattisgarh Environment Conservation Board (CECB), shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or

50.1.2 save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Lol or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Lol or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the CECB in relation to any matter concerning the Project;

50.2 ‘**Fraudulent practice**’ means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

50.3 ‘**Coercive practice**’ means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process;

50.4 ‘Undesirable practice’ means

1. establishing contact with any person connected with or employed or engaged by Chhattisgarh Environment Conservation Board (CECB) with the objective of canvassing, or
2. lobbying or in any manner influencing or attempting to influence the Selection Process; or
3. having a Conflict of Interest.

50.5 “**Restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this TENDER, the CECB shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the —Prohibited Practices) in the Selection Process. In such an event, the CECB shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the TENDER, including consideration and evaluation of such Bidder’s Proposal.

Without prejudice to the rights of the CECB under Clause above and the rights and remedies which the CECB may have under the Lol or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the Lol or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or TENDER issued by the Chhattisgarh Environment Conservation Board (CECB) during a period of 2(two) years from the date such Bidder, as the case may be, is found by the CECB to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

51 NOTIFICATION OF AWARD

Prior to expiration of the period of bid validity, The Chhattisgarh Environment Conservation Board (CECB) will notify the successful bidder(s) in writing, that his/their bid has been accepted.

52 TECHNICAL SPECIFICATION

52.1 SCOPE OF WORK

CECB has planned to establish the Real Time Ambient Noise Monitoring Network with 4 stations with 4G/5G modem for transmission of data to the central receiving station. The Noise Monitoring Stations shall provide real time data through 4G/5G network at scheduled interval and as and when requested by the users. Each Noise Monitoring Station should be connected and capable of transmitting data to Empaneled Cloud Server of MEITY and also provide data sharing to the Chhattisgarh Environment Conservation Board / Central Pollution Control Board through Cloud Server. Basic Network Architecture and Layout is shown in Annexure XIV. The Noise monitoring stations shall provide SMS alarms notification to the Central receiving station to warn about overpassed alarm user predefined thresholds as well as for internal system self-diagnosis report.

52.2 TECHNICAL SPECIFICATIONS OF REMOTE STATION

The Remote Station for Ambient Noise Monitoring Network should have a standalone operating terminal, appropriate for outdoor installation for continuous measurement of ambient noise. Microphone connected to an advanced acoustic signal processing unit, complete with an electronic measurement and processed-data storage, provided as well with an integrated 4G/5G Noise Monitoring Terminal.

The remote station should allow connections of other meteorological sensors whose measurements can contain interesting correlations with Noise Levels (e.g. pollution, car counters, wind sensors, etc.).

52.3 General Specifications of Noise Monitoring Terminal (NMT)

NMT consists of a weatherproof cabinet containing a noise level analyser, a communication device for transmitting data to receiving station, a back plate and an outdoor microphone, all of which can be mounted on a mast.

- (i) Standards : IEC 61672-1 (2013) Class 1 type for Omni directional
- (ii) Power Supply : 230 V AC \pm 10%Power back up should provide complete power autonomy to the field stations with telemetry enabled for minimum 10 days without charging the internal battery or either by Solar panel or by power supply. Complete power budget calculation to be provided with the technical bid to support the uninterrupted power supply.
- (iii) Time weighting : Fast, Slow, Impulse and Peak IEC 61672-1 (2013)

Real Time Ambient Noise Monitoring Stations

- (iv) Frequency / weighting : A and C
- (v) Dynamic Span : 120 dB or more (20-140 dB)
- (vi) Noise floor : < 20 dB (A)
- (vii) Memory : Storage of all the above measured and stored data for at least 1 month at 1-second acquisition rate
- (viii) Calibration : Automatic Calibration
- (ix) Resolution : 0.1 dB (A)
- (x) Display : Auto brightness, alpha numeric, display High viewing angle, high brightness display.
- (xi) Operating Temperature Range : -10 °C to +50°C
- (xii) Humidity Range for external devices : 100% RH (Condensing)
- (xiii) Humidity range for internal devices : 95 % RH (Non-condensing)
- (xiv) Communication ports : RS232, USB, Ethernet/TCP/IP or better
- (xv) Sampling Rate : Short Leq time history user selectable from 125ms, 1 second or 2 second etc. Leq, Lmax, Lmin and Ln periods adjustable between 1 minute and 1 hour.
- (xvi) Measured and Stored data : (1) Leq, Lmax, Lmin, Lpeak, L10, L50 & L90.
(2) Short time Leq with Measured time and date.
(3) 1/1, 1/3 Octaves
- (xvii) Number of Input Channels : 02
- (xviii) Communication mode with central receiving station/ server : 4G/5G, internet connectivity, mobile connectivity or better.
- (xix) Programmability : Fully Programmable. All functions must be programmable from remote access or direct from the instrument.
- (xx) Diagnostic : Self-diagnostic feature should be available.
- (xxi) Essential functions : Time Synchronization with central receiving station/ server.
- (xxii) Remote Access : Web interface with Web monitoring feature

(xxiii) Remote Calibration : Remote calibration from Central Station

* Class I Type international certification with Horizontal and Vertical reference direction either from LNE, PTB, METAS, CEM or BEV

52.4 Specifications for Enclosure for Remote Stations:

A. Remote Stations:

Weatherproof cabinet: Weatherproof enclosure with IP-66 protection suitable for mounting on mast.

Security: Should be supported/equipped with standard sensors to check the unauthorized intrusion and have ability to produce telecommunication alarm if the enclosure has been opened.

Mast: Length of Lattice mast should be 4 meter and to be mounted on a concrete base. The material of the mast should be of Stainless Steel.

Cabling: All cables are armoured and protected by conduits

Flexible: There should be provision of adopting/ installing standard interfaces.

B. UPS Enclosure: Weatherproof enclosure protection suitable for housing of Electric connection, UPS and batteries (Power backup for 6 hours)

Note: All the installation and mounting accessories including nuts and bolts should be of stainless steel to avoid corrosion.

52.4.1 Specification for Outdoor Microphone

Standards	IEC 61672-1: 2013 Class1 type for Omni directional
Microphone Type	Permanent Outdoor Microphone based on External polarized capsule (for better Temperature and Humidity performance)
Operating Temp	-10°C to + 50°C
Humidity Range of external components	100% RH (Condensing)

Humidity Range of internal components	95% RH (Non-condensing)
Range	20 - 140 dB (SPL)
Frequency response	IEC 61672 Class 1 (2013)
Output connector	Compatible with NMT
Pole adapter	Suitable for instrument monitoring
Accessories Required	Bird spike, wind screen, Protected Extension cable

52.5 TECHNICAL SPECIFICATIONS OF HARDWARE AND SOFTWARE FOR CENTRAL RECEIVING STATION

52.5.1 Data processing Workstation PC - 01 in number

Work station will be used for data abstraction, visualization from Cloud. Specification for works station is mentioned below:

Make/Company	:	HP/Dell/Lenovo Desktop PC
Operating System	:	Windows 10 professional or better at the time of delivery.
Hard disk capacity	:	2 X 1 TB or more
RAM	:	8 GB or more
Processor	:	5th Generation Intel® core I7- 2600s processor (2.8 Hz) or better Processor (4M cache, up to 3.0 GHz , TPM) or better
Display	:	25.0"
Accessories	:	Mouse, Bag etc.

Workstation shall be equipped with all accessories like mouse, keyboard, 25" screen, DVD reader/writer, internal audio, External O/P ports, graphic card and any other accessories required.

52.5.2 Specification of Software for Central Receiving Station

The software and monitoring system should be on cloud based system enlisted / empanelled by Ministry of Electronic and Information Technology. It can be operated using a standard web browser on local and remote PC. The user interface should be intuitive and easy to use.

Provision of Disaster Recovery (DR) site also to be considered. Data sharing of mobile stations to CECB should be using either web serviced or FTP.

The software should support an Internet browser application and support the following:

- Easy to learn and efficient to use
- Map display of NMTs and noise data
- Simple method to select, sort and analyse data
- Easy, ad-hoc and complex query support and flexible reporting
- Microsoft Excel and Word templates
- Easy export in a variety of formats
- Screen capture to clipboards and simple incorporation in to reports and templates.
- Workflow interaction to improve work efficiency
- Integration of other environmental sensors such as air quality, water, weather and odour

The system shall be capable of keeping data on the system and accessible for up to five years. A Data backup service should be available.

The software shall be capable of automatically preparing the reports for the previous day, week, month, quarter and year, and make them available for download and presentation in an Excel spreadsheet.

The software must be able to integrate the old noise monitoring system and support the new noise monitoring terminals.

Software Management:

- Software capable for requesting, downloading, editing, processing and representation and management of data.
- The software integrates the entire data request commands made to the stations in real time data or data saved in the memory.
- Software allows the user to change and/or modify the configuration of the stations, enable to perform tasks such as date and time synchronization with the computer and adds new measuring channels specifying the different sampling and storage periods, as well as the statistical calculations to be stored.

Hand on Operations

The following parameters of stations must be configurable for each station.

- Allow the Setting of Date/Time of the station.
- Real time data request from each channel (in table and graphs).

- Downloading of data stored in the station
- Downloading the station's configuration of PC
- Downloading of PC's configuration to the stations
- Channel calibration settings
- Alarm trigger user settings for each station

Data Analysis

- Data enquiry over several days
- Comparison of readings between stations
- Daily statistics enquiry
- Strip charts of the daily statistics.
- Comparison between the daily statistics of various stations
- Comparison between parameters from the same station or from different stations

Visualization of Data

- Enquiry of data in Table Form
- Enquiry of data in graph form
- Temporary graphs composition window

Additional Features

- Printing of various reports and graphs.
- Zoom in and Zoom out facility with automatic graph scale Resizing
- Stakeholder engagement portal
- Stakeholder App for mobile
- Registers all the events like Information messages, error messages.
- Information of the communications resources used by the PC at that moment
Exportation of readings to MS-Access or to text files (.txt), MS-EXCEL and XML.
- Creating monitoring environments with "gauges" displaying real time values.
- Configuring maximum and minimum thresholds and sending alarms by e-mail or SMS if data exceeds them or in case of failure or delay of data from any station.
- Customizing maps with icons representing the selected stations. Icons should change their color if there is an alert in a station.
- Creating, enquiring and displaying on graphs new variables using configured parameters and operators (+, -, *, /, AND, OR, sqr, sin, cos, max, pow, etc.).

Regular updates of software shall be provided on half yearly basis. Software shall be modified as per requirement of CECB and it must include basic and advanced statistical tools for data analysis and report generation for managing the huge database.

Web Enabled Software for Data Distribution

The Web Software Platform must be able for web posting of the data available on the Cloud system, in such a way that all authorized persons with an internet connection would have the possibility to access to the information of all the noise monitoring terminals. The user can customize the way to display the noise parameters. The user can play the role of administrator and define other users' access rights.

The Web Enabled Software must have following features:

- 1) Only authorized users can access the web enabled data.
- 2) The format for administrator for issue of user id and password should be provided.
- 3) The authorized user should have access to current data and historical data.
- 4) User should have provision for full graphical plotting of the time series of the data and comparison of data from historical data of the station.
- 5) Graphical and GIS based visualization of all the Noise monitoring terminal. The GIS services to show the maps should be on open source like QGIS etc.
- 6) Graphical representation should have full attributes, which should be displayed by positioning cursor on the map.
- 7) The station selected by clicking on the map must show the geographical information and status of the stations, for example Name of station, Station ID, Latitude, Longitude, Height above MSL etc.
- 8) On selecting a station, the complete menu of the data should be displayed.
- 9) Data can be selected in both tabular and graphical format.
- 10) The graphical display for all noise parameters should be available.
- 11) The graphical plot of noise data analysis like Peak Noise, average noise etc. are available for the user.
- 12) The authorized users can download noise data in PDF and Excel format.
- 13) User should have provision for full graphical plotting of the time series of the data and comparison of data from historical data of the station.
- 14) Image superimposition on a map or on an imported noise map.
- 15) Automated reports of user-selected periods (day, week, month, year, etc.) shall be available in word, pdf and jpg format.
- 16) Limited display of data in CECB website for public domain as per format.
- 17) The new monitoring system must be able to integrate data from Phase 1 & 2 legacy system and display in real time.

- 18) The software should have provision for integrating third party sensors, such as weather, air quality and other environmental data into the system.
- 19) The new system must be compatible and seamlessly integrated with the existing Web server, central and remote stations without any modification of existing system.

52.6 BACK END FACILITY

The vendor is responsible for all back end support and backup during the contractual period.

52.7 CALIBRATOR

52.7.1 Specifications for External Acoustic Calibrator

Standard	: EN/IEC 60942 (2003), Class 1
Sound pressure level	: Nominal - Dual range 94 dB and 114 dB/single range
Frequency	: 1000 Hz
Power	: Battery operated
Adaptor	: suitable adaptor for microphone (as quoted by vendor)
Case to carry and store	has to be provided

ANNEXURES

Annexure I: Application Form

Application Form
(To be filled by the bidder)

Sl. No.	Information required	Response
1	Name and full address of the bidder including telephone/telex No., fax No, e-mail id	
2	Name and designation of the Head of the firm/supplier and his telephone No.	
3	In case the supplier is located out of India; specify the address of the authorized distributor or agent in India.	
4	Name, designation, address, telephone & fax numbers of the authorised person who may be contacted during the process of the purchase concerned under this document (Applicable to all the suppliers)	
5	Earnest Money Deposited - Amount (₹)	
6	Earnest Money Deposited - DD/BG No, date and Name of issuing Bank	
7	Validity of tender	
8	Whether tender documents have been accepted in full (Yes or No)	
9	Whether latest Income Tax clearance certificate has been attached (Yes or No)	
10	Permanent Account Number	

Place:

Date:

Legally Binding Signature

Seal

Undertaking

Date :

Tender Notice No. :

To,
The Member Secretary
Chhattisgarh Environment Conservation Board
Paryavas Bhavan,
North Block, Sector-19,
Nava Raipur, Atal Nagar, District-Raipur (C.G.)
PIN-492002

Sir,

Having examined and understood all of the conditions stated in the Tender document and specifications of all of the instruments, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply, install, commission, and operate & maintain for the duration specified the following

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.

(Please add additional pages, if required)

We undertake that if our bid is accepted, we shall execute and complete all of the works within the period indicated by us in our offer. We agree to abide by this bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before expiration of that period. We are depositing a Demand Draft for Rs. 2 (Two) lakh in favour of The Member Secretary, Chhattisgarh Environment Conservation Board towards the Earnest Money. This Bid, together with your written acceptance thereof in your notification of award shall constitute a bidding contract between us.

We understood that you are not bound to accept the lowest bid or any bid you may receive.

Dated this day of 2021

Signature of the authorized person

Name of the authorized person

Full address of the authorized person

.....

Seal ...

Annexure III: Form of Certificate of Country of Origin

<To be printed on the Letterhead of the Manufacturer>

FORM OF CERTIFICATE OF COUNTRY OF ORIGIN

Date:

To

The Member Secretary
Chhattisgarh Environment Conservation Board
Paryavas Bhavan,
North Block, Sector-19,
Nava Raipur, Atal Nagar, District-Raipur (C.G.)
PIN - 492002

Subject: Certificate of country of Origin

We, (Name of Manufacturer), hereby certify that our equipment for procurement and installation of equipment for the Chhattisgarh Environment Conservation Board, Chhattisgarh, India is to be manufactured in the country mentioned below:

Equipment number	Name of the equipment	Country of origin

Signature

Name of the Person

Title

Name of the Manufacturer

Legal Address

.....

Countersignature of competent authority of the country of origin

Annexure IV: Form of Certificate of After Sales Service by Manufacturer

< To be printed on the Letterhead of the Manufacturer >

FORM OF CERTIFICATE OF AFTER SALES SERVICE BY MANUFACTURER

Date:

To

The Member Secretary

Chhattisgarh Environment Conservation Board

Paryavas Bhavan,

North Block, Sector-19,

Nava Raipur, Atal Nagar, District-Raipur (C.G.)

PIN - 492002

Sub: Certificate of supply of Consumables and Spare parts and Maintenance service and Repair Work after sales by Manufacturer including Warranty support.

This is to certify that we (Name of the manufacturer) shall supply the consumables and spare parts of the equipment mentioned below during warranty period and to provide the on-site maintenance services and repair works for the equipment after sales (hereinafter referred to as "After Sales Services") through our duly certified agent (Name of authorized representative for after sales service) in India, existing under the law of India with its principal office of business at (Address). We hereby appoint (Name of authorized representative for after sales service) to cooperate with (Name of Bidder), in undertaking After Sales Service during comprehensive warranty period of three years and CAMC period for at least five (5) years after expiry of the warranty period of three years. It is hereby guaranteed that we shall maintain inventory of consumables and spare parts for the following equipment for the total period including Warranty and CAMC periods and supply the said consumables and spare parts and provide on-site maintenance services and repair works through our authorized representative for after sales service in India.

Item No.	Name of the equipment	Name of the manufacturer	Name and address of the authorized representative for After Sales Services

Signature :

Name of Person :

Position :

Name of Manufacturer :

Legal address of Manufacturer :

Annexure V: Form of Equipment Details

Form of Equipment Details

Item number	Name of the equipment	Proposed model	Manufacturer	Country of origin	Technical catalogue attached(Yes/No)

Signature of the authorized person

Name of the authorized person

Full address of the authorized person
.....

Seal ...

Annexure VI: Proforma for Financial Capability of Bidder

Proforma for Financial Capability of Bidder

(For a period of last three years)

Bid number :

Date of opening of bid :

Name of the bidder :

Period	Currency	Turnover
FY 2017-2018		
FY 2018-2019		
FY 2019-2020		
Total		

Note: The annual turnover amounts have to be supported by annual reports.

Signature of the authorized person

Name of the authorized person

Full address of the authorized person

Seal ...

Annexure VII: Proforma for Performance Statement for Bidder

Proforma for Performance Statement for Bidder

(For a period of last three years)

Bid number :

Date of opening of bid :

Name of the bidder :

Order placed by (full address of the purchaser)	Order No. & Date	Description of ordered equipment	Quantity supplied	Value of the order	Date of commissioning and handing over	Has the equipment been found satisfactorily functioning?

Note: Please furnish details of each equipment of the quoted package on separate sheet.

Signature of the authorized person

Name of the authorized person

Full address of the authorized person

Seal ...

Annexure VIII: Capability & Experience of After Sales Services

Capability & Experience of After Sales Services

Item no.	Name of the Equipment	List of Consumables available for offered equipment	List of spare parts available for equipment offered	Name of authorized representative in India for After Sales Services	Address, Telephone , Fax nos., Email-id	No. of Engineers with their training details	Response time for After sales services including warranty support	Past experience of After sales service

Note: List of applicable spares should be indicated for all the items in quoted package.

Signature of the authorized person

Name of the authorized person

Full address of the authorized person

Seal ...

Annexure IX: Checklist (General)

Checklist (General)

Name of Bidder :

Name of Manufacturer :

Sl. No.	Activity	Compliance Yes/No/NA	Remarks
1.	Have you enclosed EMD of required amount?		
2.	Have you enclosed duly filled and signed tender Form?		
3.	Have you enclosed clause by clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?		
4.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?		
5.	Have you submitted the past supply details?		
6.	(a) Are you original manufacturer of Equipment? (b) Have you submitted manufacturer's authorization from OEM?		
7.	Have you submitted prices of goods, turnkey (if any), AMC etc. in the Price schedule as per proforma?		
8.	Have you kept validity of tender for acceptance by the purchaser as per requirement?		
9.	In case of Indian Tenderer, have you furnished Permanent Account Number allotted by the Income Tax department of Government of India?		
10.	Have you intimated the name and full address of your Banker(s) along with your account number?		
11.	Have you fully accepted payment terms as stated?		
12.	Have you accepted the warranty as stated?		
13.	Have you furnished documents establishing your eligibility & qualification criteria as stated?		

Signature of the authorized person

Name of the authorized person

Full address of the authorized person

Seal ...

Annexure X: Bid Form

< To be printed on the Letterhead of the bidder >

Date :

Bid No. :

BID FORM*

To

The Member Secretary

Chhattisgarh Environment Conservation Board

Paryavas Bhavan, North Block, Sector-19,

Nava Raipur Atal Nagar, District-Raipur (C.G.), PIN – 492002

1. Having examined the bidding documents for supply, installation, commissioning, and operation & maintenance for the duration specified of real time ambient noise monitoring system, we, the undersigned, offer to execute and complete the whole of the works and remedy any defects therein, in conformity with the said Bidding Documents for the sum of :
a) International trading currency.....(in figures.....) i.e. Equivalent**Indian National Rupees (in figures.....) for the equipment including all other charges as mentioned in the document, supplied from Foreign Origin and Indian Rupees.....(INR.....) for the incidental costs incurred in India (if any); OR
b) Indian Rupees(INR.....) for the equipment including all other charges as mentioned in the document for equipment of Indian Origin and incidental costs (if any), as may be ascertained in accordance with the summary of Bid Price and Bid Price breakup attached herewith and made part of this bid.
2. We undertake, if our Bid is accepted, to complete and deliver the whole of the works comprised in the contract within the time specified in the contract, subject to the said conditions.
3. If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to ten (10) percent of the contract price for the due performance of the contract.
4. Unless and until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
5. We understand that you are not bound to accept the lowest of any bid you may receive, and that you will not defray any expenses incurred by us in bidding.

Date:

Signature :

Duly authorized to sign Bid for and on behalf of..... (In Block Capital)

Address :

Facsimile number :

Telephone number :

Email id :

*Submit this annexure:

a) without cost/price figures along with Technical Bid in Envelop B (Refer 4.1.15) in both hard copy and e-copy (e-copy means e-submission through <https://eproc.cgstate.gov.in>); and

b) with cost/ price figures along with Financial Bid in Envelop C through <https://eproc.cgstate.gov.in> only

** 1 International Trading Currency = Indian National Rupees on date dd/mm/yyyy

Annexure XI: Bid Price Breakup for Equipment Price
Bid Price Breakup for Equipment Price*

Details showing quantity, specification and other details of the instruments offered
 (To be filled by the bidder **in the excel sheet downloaded from the e-tender portal only** and must be kept in "Price Bid" part of the Tender)

S. No.	Name of Instrument (Number of instrument as per Annexure-XII)	Model offered by the Bidder	Quantity	Unit Price (in foreign currency)	Unit Price (in Indian Currency)	GST as applicable	Freight and concessional custom duty if applicable	Total Amount
1	Noise Monitoring Terminal (NMT)							
1.1	IEC 61672-1(2002-05) Class1 : Outdoor Microphone							
1.2	NMT system with alphanumeric display							
1.3	High gain GSM /GPRS Antenna (8 DB dual band antenna)							
1.4	IP-65 compliant Enclosure for Remote Stations							
1.5	Transmission unit- GSM/GPRS Modem							
1.6	Intrusion alarm to be transmitted at Central Station							
2	Power backup							
2.1	External battery (minimum 65AH) sealed maintenance free							
2.2	Solar Panel for Power Back up (minimum 75 watts)							
2.3	Solar charge controller (minimum 20 Amp)							
2.4	External NEMA 4 Enclosure							

Real Time Ambient Noise Monitoring Stations

S. No.	Name of Instrument (Number of instrument as per Annexure-XII)	Model offered by the Bidder	Quantity	Unit Price (in foreign currency)	Unit Price (in Indian Currency)	GST as applicabl e	Freight and concessional custom duty if applicable	Total Amount
3	Recurring Charges							
3.1	Remote station recurring charges on yearly basis including SIM cost, ...number of stations recurring cost and any other cost.							
3.2	Recurring Charges on yearly basis for Central Server with 4Mbps fixed IP Connection							
3.3	Remote display, GPRS receiving charges on yearly basis (35 Nos.)							
4	Central Receiving station							
4.1	Charges for Empaneled Cloud Based Server							
4.2	Analysis Software with full graphics display, communication 1 management and database generation for Cloud Based Server							
4.3	Web Enabled Software for data distribution							
5	Installation and Civil Work							
5.1	4 meters triangular lattice mast and mounting accessories							
5.2	Installation of the remote stations with Civil work							
6.	Calibrators							
6.1	Hand held stand noise system with transportation kit							
6.2	External acoustic calibrator with microphone adaptor							

Real Time Ambient Noise Monitoring Stations

S. No.	Name of Instrument (Number of instrument as per Annexure-XII)	Model offered by the Bidder	Quantity	Unit Price (in foreign currency)	Unit Price (in Indian Currency)	GST as applicable	Freight and concessional custom duty if applicable	Total Amount
7	Transportation and insurance							
7.1	Transportation and insurance of material to respective sites							
8	Two Year Extended Warranty							
9	CAMC							
9.1	Comprehensive Annual Maintenance Cost for 4 th year							
9.2	Comprehensive Annual Maintenance Cost for 5 th year							
9.3	Comprehensive Annual Maintenance Cost for 6 th year							
9.4	Comprehensive Annual Maintenance Cost for 7 th year							
9.5	Comprehensive Annual Maintenance Cost for 8 th year							

Signature of the authorized person

Name of the authorized person

Full address of the authorized person

Seal ...

*Submit this annexure:

a) without cost/price figures along with Technical Bid in Envelop B (Refer 4.1.15) in both hard copy and e-copy (e-copy means e-submission through <https://eproc.cgstate.gov.in>); and

b) with cost/ price figures along with Financial Bid in Envelop C through <https://eproc.cgstate.gov.in> only

Annexure XII: List of Deliverable Items

List of Deliverable Items*

Sl. No.	LIST OF DELIVERABLE ITEMS	Quantity
1	Noise Monitoring Terminal (NMT)	
1.1	IEC 61672-1(2002-05) Class1 : Outdoor Microphone	
1.2	NMT system with alphanumeric display	
1.3	High gain GSM /GPRS Antenna (8 DB dual band antenna)	
1.4	IP-65 compliant Enclosure for Remote Stations	
1.5	Transmission unit- GSM/GPRS Modem	
1.6	Intrusion alarm to be transmitted at Central Station	
2	Power backup	
2.1	External battery (minimum 65AH) sealed maintenance free	
2.2	Solar Panel for Power Back up (minimum 75 watts)	
2.3	Solar charge controller (minimum 20 Amp)	
2.4	External NEMA 4 Enclosure	
3	Recurring Charges	
3.1	Remote station recurring charges on yearly basis including SIM cost, 52 recurring cost and any other cost.	Lump sum per year
3.2	Recurring Charges on yearly basis for Empaneled Cloud Based Server	Lump sum per year
3.3	Remote display, 3G/ 4G receiving charges on yearly basis (52 Nos.)	Lump sum per year
4	Central Receiving station	
4.1	Analysis Software with full graphics display, communication management and database generation for Central Receiving Station	1
4.2	Web Enabled Software for data distribution	1
5	Installation and Civil Work	
5.1	4 meters triangular lattice mast and mounting accessories	
5.2	Installation of the remote stations with Civil work	

Real Time Ambient Noise Monitoring Stations

Sl. No.	LIST OF DELIVERABLE ITEMS	Quantity
6.	Automatic backup	
6.1	4 TB NAS Drive for incremental backup of existing and new system.	1
7.	Calibrators	
7.1	Hand held stand noise system with transportation kit	1
7.2	External acoustic calibrator with microphone adaptor	1
8	Transportation and insurance	
8.1	Transportation and insurance of material to respective sites	1
9	Two Year Extended Warranty	Lump sum
10	CAMC	
10.1	Comprehensive Annual Maintenance Cost for 4 th year	Per year
10.2	Comprehensive Annual Maintenance Cost for 5 th year	Per year

	Optional Items (Not to be added in price comparison)	
1	Residential Manager cost per month	2

*Submit this annexure:

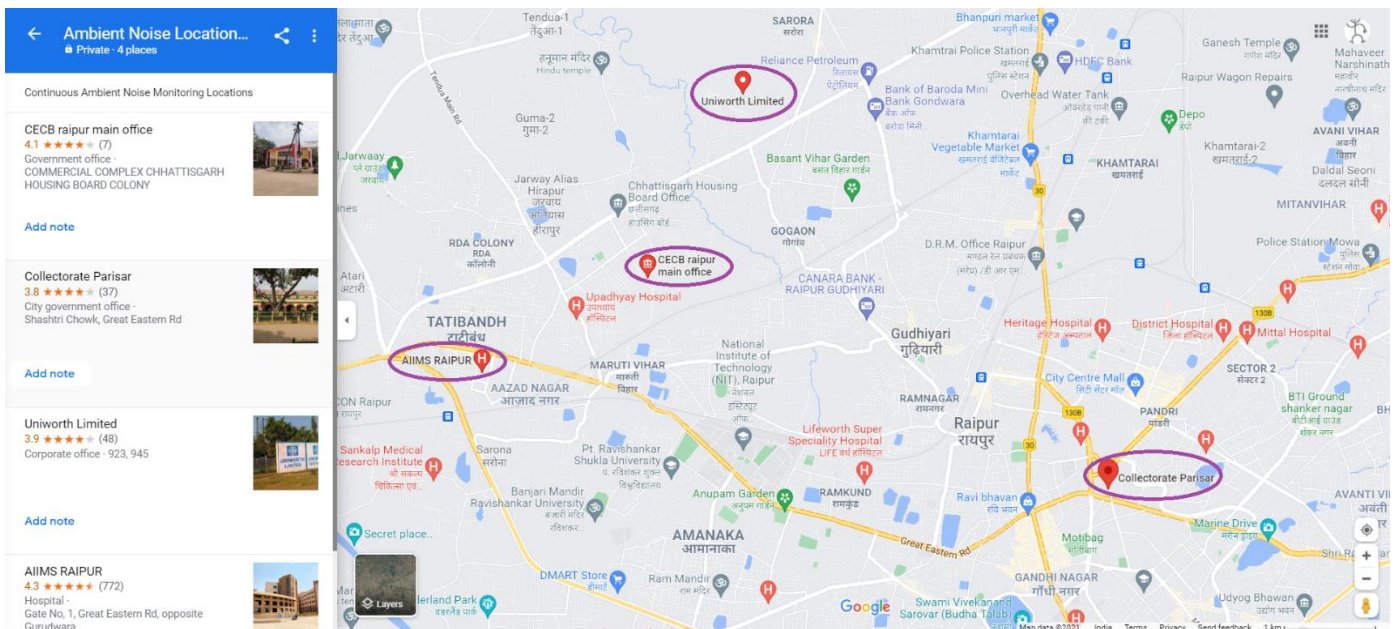
a) without cost/ price figures along with Technical Bid in Envelop B (Refer 4.1.15) in hard copy as well as upload with e-tender; and

b) with cost/ price figures along with Financial Bid in Envelop C through <https://eproc.cgstate.gov.in>

Annexure XIII: List of Monitoring Stations

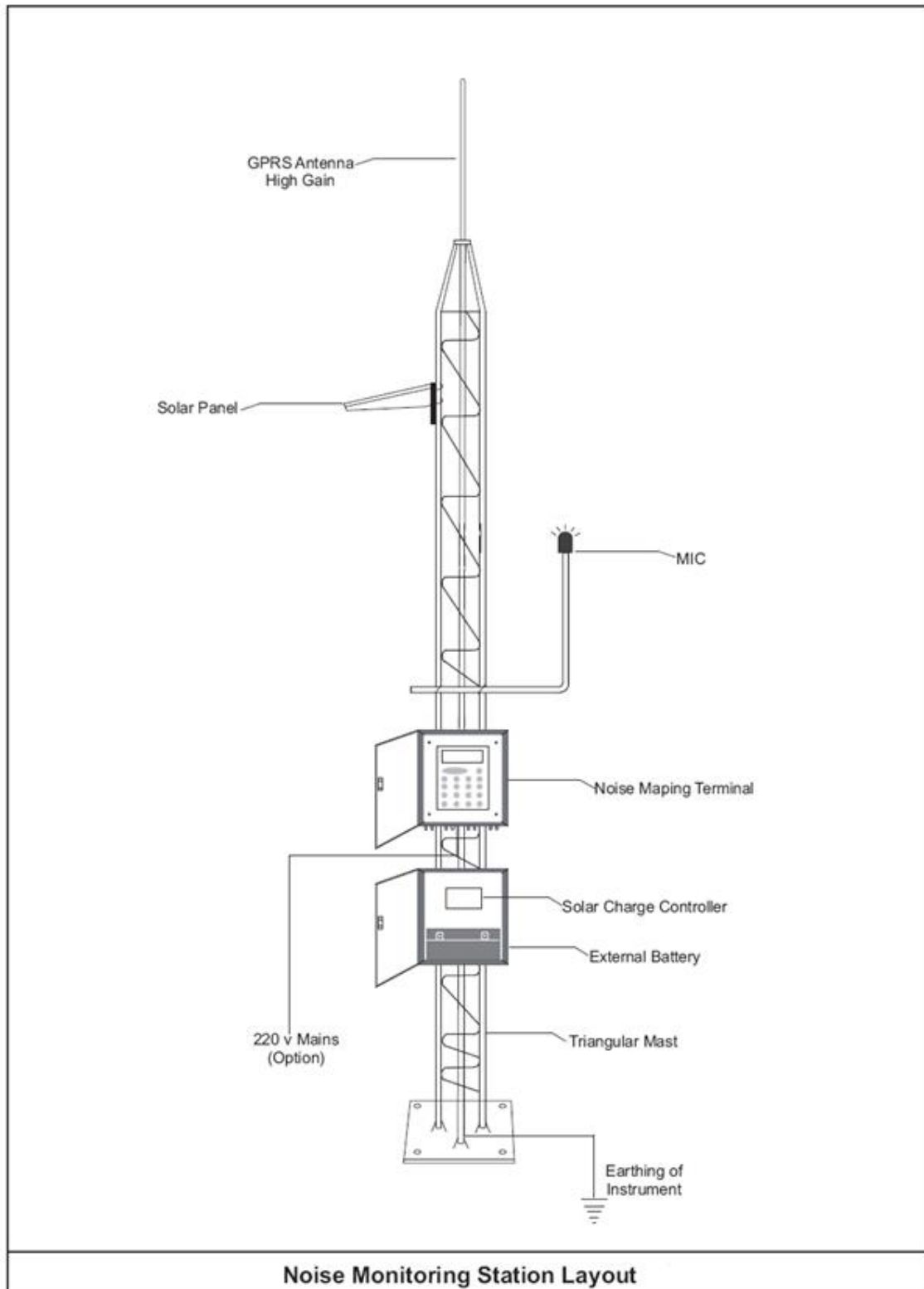
List of Monitoring Stations

Sl. No	CITY	STATE	ZONE	LOCATION	LATITUDES	LONGITUDES
1.	Raipur	Chhattisgarh	Residential	Regional Office Building, Chhattisgarh Environment Conservation Board, Kabir Nagar	21.268	81.595
			Commercial	Office of the Collector, Raipur	21.248	81.644
			Industrial	M/s Woolworth India Limited (Presently named as Uniworth), Industrial area, Urla	21.287	81.605
			Silence	All India Institute of Medical Sciences (AIIMS)	21.259	81.577



Annexure XIV: Noise Monitoring Station Layout

Noise Monitoring Station Layout



Annexure-XV: Report Format

Report Format

1. MONTHLY DATA REPORT (Sample)

S. No.	Station Name/No.	Stations Name with zone		Limit in dB(A) Leq		Day Leq. dB(A)	Day Max dB(A)	Day Mini dB(A)	Night Leq. dB(A)	Night Max dB(A)	Night Mini dB(A)
		City	Location	Day 06 AM to 10 PM	Night 10 PM to 06 AM						
1	Xxxx, RO	New Raipur	RO Office, Kabir Nagar (R)	55	45						
2	Xxxx, CO		Office of the Collector (C)	65	55						
3	Xxxx, IA		M/s Woolworth India Limited, Industrial area, Urla (I)	75	70						
4	Xxxx, MS		All India Institute of Medical Sciences (AIIMS) (S)	50	40						

R = Residential, C = Commercial, I = Industrial, S = Silence Zone

2. Daily inspection report (Sample)

S. No.	Stations Name/No	Leq. dB(A) 24 hourly	Min. Value dB(A)	Max. Value dB(A)	Avg. Battery Level 24 hrs. (Volts)	Gap/Remarks, if any
1	xxxx					

3. Yearly report (Sample)

S. No.	Station Name/No.	Stations Name with zone		Limit in dB(A) Leq		Day Leq. dB(A)	Day Max dB(A)	Day Mini dB(A)	Night Leq. dB(A)	Night Max dB(A)	Night Mini dB(A)
		City	Location	Day 06 AM to 10 PM	Night 10 PM to 06 AM						
1	Xxxx, RO	New Raipur	RO Office, Kabir Nagar (R)	55	45						
2	Xxxx, CO		Office of the Collector (C)	65	55						
3	Xxxx, IA		M/s Woolworth India Limited, Industrial area, Urla (I)	75	70						
4	Xxxx, MS		All India Institute of Medical Sciences (AIIMS) (S)	50	40						

I = Industrial, C = Commercial, R = Residential, S = Silence Zone

4. Month wise report (Sample)

Station Name/ No	Limit in Leq dB (A)		January			December	
	Day	Night	Day	Night	Day	Night	Day	Night	Day	Night	Day	Night	Day	Night
Xxxx, RO	55	45												
Xxxx, CO	65	55												
Xxxx, IA	75	70												
Xxxx, MS	50	40												

Annexure-XVI: Pre-Contract Integrity Pact

Pre-Contract Integrity Pact

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made onday of the month of2021, between, The Chhattisgarh Environment Conservation Board , an autonomous body acting through The Member Secretary, Chhattisgarh Environment Conservation Board, Department of Housing and Environment, Government of Chhattisgarh, hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the First Part and M/s..... represented by Shri....., Chief Executive Officer (hereinafter called the “BIDDER / SELLER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure **‘Supply, Installation, Commissioning, and providing Operation and Maintenance Services of Continuous Ambient Noise Monitoring Stations (CANMS) in Raipur City’** and the BIDDER/Seller is willing to offer/has offered the entire service for the same, and

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 CECB works under the aegis of The Ministry of Environment, Forests and Climate Change, performing its functions as per provisions of The Water Act 1974, The Air Act ,1981 and The E[P] Act, 1986.

NOW, THEREFORE,

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 currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment 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

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

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1 Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a 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.

- 1.2 The BUYER will, during the pre-contract stage, treat all 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 other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie 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 inquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

2 Commitments of BIDDER

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

- 2.1 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 bidding 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.
- 2.2 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 or 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 disfavour to any person in relation to the contract or any other contract with the Government.

- 2.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence 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.
- 2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments 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.
- 2.7 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.
- 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals 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.
- 2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 If the BIDDER or any employee of the BIDDER or any person action on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any 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.
- 2.13 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.

3 Previous Transgression

- 3.1 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.
- 3.2 The BIDDER agrees that if it 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.

4 Sanctions for Violations

- 4.1 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) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, 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 an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, 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 for any other stores, 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. 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 India 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 middleman or agent or broker 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) 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.

4.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

4.3 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 Independent Monitor (s) appointed for the purposes of this Pact.

5. **Fall Clause**

5.1 The BIDDER undertakes that it 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 Ministry/Department of the Government of India 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 Ministry/Department of the Government of India 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.

6. Independent Monitors

- 6.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 6.2 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.
- 6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.5 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.
- 6.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 6.7 The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8 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.

7. 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 and documents in English and shall extend all possible help for the purpose of such examination.

8. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is that of the place of the BUYER.

9. 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 extant law in force relating to any civil or criminal proceedings.

10. Validity

10.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, 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.

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

11. The parties hereby sign the Integrity Pact aton.....

BUYER

BIDDER

Member Secretary

Chief Executive

Chhattisgarh Environment Conservation Board
Nava Raipur, Atal Nagar, District-Raipur (C.G.)

Witness

Witness

1.....

1.....

2.....

2.....

Annexure XVII: Format for Power of Attorney

(To be provided in original as part of **Envelope B**: Technical Bid to CECB office as per tender document along with actual bid submission on stamp paper of value required under law duly signed by authorized representative of Bank)

Date:

POWER OF ATTORNEY To Whomsoever It May Concern

Know all men by these presents, we _____ (name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr. _____ (Name of the Person(s)), domiciled at _____ (Address), acting as _____ (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for '**Selection of Supply, Installation, Commissioning, and providing Operation and Maintenance Services of Continuous Ambient Noise Monitoring Stations (CANMS) in Raipur City**', vide Invitation for Tender (Tender Document) Document dated _____, issued by Member Secretary, Chhattisgarh Environment Conservation Board (CECB), Paryavas Bhavan, North Block Sector-19, Nava Raipur, Atal Nagar, District-Raipur (C.G.) 492002, including signing and submission of all documents and providing information and responses to clarifications / enquiries etc. as may be required by Chhattisgarh Environment Conservation Board or any governmental authority, representing us in all matters before Chhattisgarh Environment Conservation Board (CECB), Paryavas Bhavan, North Block Sector-19, Nava Raipur Atal Nagar, District-Raipur (C.G.) 492002, and generally dealing with CECB in all matters in connection with our Proposal for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr. _____) (Name, Title and Address of the Attorney)

Notes:

- To be executed by the Bidder

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

- Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).