

**TENDER NOTICE  
NO. 01/CECB/e-PROCUREMENT/2017-18**

**e-TENDER  
FOR  
SUPPLY OF SOUND LEVEL  
METER**



**CHHATTISGARH ENVIRONMENT  
CONSERVATION BOARD**

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# 1 Fact Sheet

Titles	Descriptions
Tender No.	No. 01/CECB/e-Procurement/2017-18
Tender Date	23/01/2018
Advt. No.	01/HO/CECB/Sci-eproc./2018
Item Description	Tender Document for supply of Sound Level Meter
Category	Instrument
Last Date for Sending Pre-bid Query	05/02/2018
Pre- Bid Meeting Date &Time	09/02/2018 at 01:00 PM
Pre-Bid Meeting Place	Paryavas Bhawan, North Block, Sector - 19, Naya Raipur (C.G.)
Pre-Bid Query Response Publication Date	13/02/2018
Last date &time of submission of Tender :	22/02/2018 at 03:00 PM
Place of Submission of Bids	Paryavas Bhawan, North Block, Sector – 19, Naya Raipur (C.G.)
Submission of Bids	Bid submission will be online through <a href="https://eproc.cgstate.gov.in">https://eproc.cgstate.gov.in</a> only.
Physical Submission of EMD	22/02/2018 at 03:00 PM
Opening Date &Time of tender	23/02/2018 at 03:00 PM
Tender Fees	Rs 5,000 (Rs. Five Thousand only) through online payment in e-Procurement portal.
Earnest Money Deposit	<p>Earnest Money Deposit (EMD) of Rs . 10,00,000/- (Rs. Ten Lakhs Only) in the form of Demand Draft in the favour of "Member Secretary, Chhattisgarh Environment Conservation Board, Naya Raipur 'payable at Raipur to be submitted in Technical Bid "Envelop A." Scan copy of DD (in Envelop A) should be uploaded in e-Procurement portal along with actual online bid submission. Original copy of the DD should be submitted in Envelop A to Chhattisgarh Environment Conservation Board before 03:00 PM on the last date of bid submission .</p> <p>OR</p> <p>EMD may be submitted in the form of Bank Guarantee (BG) as per format mentioned in <b>Annexure A2</b>- on stamp paper of value required under law duly signed by authorized representative of Bank:</p> <p>Scan Copy of the Original to be uploaded online as part of the techno-commercial proposal – in Envelop A</p>

Availability of Tender Document	Tender can be downloaded from <a href="https://eproc.cgstate.gov.in">https://eproc.cgstate.gov.in</a> or <a href="http://www.enviscecb.org">http://www.enviscecb.org</a>
Place of Opening Tender	Paryavas Bhawan, North Block, Sector - 19, Naya Raipur (C.G.)
Any Clarification	Name : Member Secretary Dept : Chhattisgarh Environment Conservation Board Email : <a href="mailto:hocceb@gmail.com">hocceb@gmail.com</a> Tel. No. : 0771-2512222

## 2 ELIGIBILITY CRITERIA

Following documents are required to be submit in Envelop A otherwise the officer shall be liable for rejection.

1. The bidder shall provide exclusive company profile including necessary certificates / license for manufacture the product from DGTD / SSI/SIA etc.
2. Enclose copy of **PAN CARD** of the firm.
3. Enclose copy of valid **GST Registration certificate**.
4. Enclose Bidder's Information as per **Annexure A-1**.
5. Enclose original copy of Earnest Money Deposit (EMD). Mentioned in [Annexure A-2](#).
6. The Bidder must not be blacklisted/ Suspended or having service related dispute with any Govt. Organisations or Bank in India or outside India or any litigation pending. Mentioned in [Annexure A3](#)
7. Enclose Power of Attorney mentioned in [Annexure A-4](#)
8. The bidder should accept Tender Terms & Conditions- [Annexure A-5](#).
9. The bidder's Annual Business Turnover for last three financial years ie. 2014-15, 2015-16 & 2016-17 should not be less than **Rs. 2 crores** p.a. (Enclose copy of Audited Annual Accounts)- [Annexure A-6](#).
10. The bidder should have submitted filed ITR for last three years i.e. A.Y. 2014-15, A.Y. 2015-16 & A.Y. 2016-17. (Enclose copy of Acknowledgments.) - [Annexure A-6](#).

- **Technical proposal**

The following document should be submitted as part of the technical bid in Envelop B

- a. Proposal letter (Mentioned in Appendix I)
- b. **Section 4** for Technical Qualification
- c. All other relevant document for Technical Evaluation

- **Commercial proposal**

- a. Commercial Quote online in e-Procurement Portal.
- b. To be filled online in e-Procurement portal only. If any bidder will upload the financial proposal in Envelope A or B then bid shall be rejected.
- c. This shall be opened only for Qualified Bidders and for Unqualified Bidders shall be RETURNED UNOPENED.

After acknowledgement of the Lol by the selected bidder, a Performance Bank Guarantee of 10% of contract value has to be deposited within 15 days in the form of FDR/TDR/DD/BG of any nationalized\Scheduled Bank in the name of The Member Secretary, Chhattisgarh Environment Conservation Board, in **Envelope C** as per format given in Annexure A-7 till the completion of the project and shall sign the Agreement within Twenty one days from the issue of Lol.

### 3 INSTRUCTIONS TO BIDDERS

#### 3.1 SUBMISSION OF OFFER:

1. The Quotation **MUST BE ENCLOSED IN A SEALED COVER** superscribing Tender number / due date & should reach the undersigned on or before due date mentioned in the tender notice. If the quotation cover is not sealed, it will be rejected.
2. Tender should be submitted online as well as in the tender box in hard copy kept in the office of mentioned Department. No tender is to be handed over to our staff personally unless otherwise specified. All communications are to be addressed to the undersigned only. In case due date happens to be holiday the tender will be accepted and opened on the next working day.
3. The bid can be submitted in person or through post/ courier (CECB shall not be responsible for any postal delays or any other reason for not submitting the bid in the specified time and resulting in disqualification / rejection of any bid) so as to reach on or before the due date and time.
4. The leaflets catalogue, etc. should be sent invariably so that a proper evaluation of the equipment offered is possible.

#### 3.2 Price BID:

1. Price quoted should be in Indian Rupees, free pick up & delivery to CECB as per the list enclosed.
2. Prices should include all taxes like GST, sales tax, excise tax or any other taxes applicable.

### 3.2.1 Evaluation process

- a. Chhattisgarh Environment Conservation Board (CECB) will constitute a Tender Evaluation Committee to evaluate the responses of the bidders.
- b. The Proposal Evaluation Committee constituted by the Chhattisgarh Environment Conservation Board shall evaluate the responses to the TENDER and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c. The decision of the Tender Evaluation Committee in the evaluation of responses to the TENDER shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d. The Tender Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- e. Financial bids of only those bidders, whose bids are found technically qualified, by the Technical Evaluation Committee, will be opened in the presence of the vendor's representatives subsequently at a later date for further evaluation.
- f. The Tender Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- g. Each of the responses shall be evaluated as per the criteria and requirements specified in this TENDER.

### 3.2.2 Tender Opening

Received bids will be opened online. Participated bidders can be present online through portal (<https://eproc.cgstate.gov.in>). Physical presence may not be required however participating bidders' authorized representatives can mark attendance online during bid opening.

First, the envelope containing Earnest Money Deposit (EMD) will be opened online, and if found, that the bidder has furnished all the documents in the prescribed manner, then the second envelope containing Technical Proposal will be opened online. The commercial proposal would be opened in presence of technically short-listed bidders. The Evaluation Committee or its authorized representative will open the tenders. Sequence of online Bid is as follows:

- a. EMD
- b. Technical
- c. Commercial

### **3.3 CANCELLATION OF TENDER:**

1. Notwithstanding anything specified in this tender document, Purchaser / CECB in his sole discretion, unconditionally and without having to assigned any reasons, reserves the rights:
  - a) To accept OR reject lowest tender or any other tender or all the tenders.
  - b) To accept any tender in full or in part.
  - c) To reject the tender offer not confirming to the tenders terms.
  - d) To give purchase preference to Public Sector undertakings when applicable as per Govt.Policy/Guidelines.
2. Conditional Tenders and Unsigned Tenders will also be rejected.

### **LATE BIDS:**

CECB will not be responsible:

- i) For delayed / late quotations submitted / sent by post / courier etc.
- ii) For submission / delivery of quotations at wrong places other than the mentioned in the tender.
- iii) Fax / E-mail / Telegraphic / Telex tenders will not be considered.
- iv) Any bid inadvertently received by CECB after the deadline i.e. due date & time for submission of bids, will not be accepted and returned unopened to the BIDDER.

### **3.4 VALIDITY OF THE OFFER:**

180 Days from the date of opening of the Technical bid.

### **3.5 TRANSFER AND SUBLETTING:**

The seller shall not sublet, transfer, assign or otherwise part with the acceptance to the tender or any part thereof, either directly or indirectly, without the prior written permission of the Purchaser.

### **3.6 EVALUATION OF OFFER:**

1. CECB evaluate technical and commercial acceptable offers on landed net Price basis.
2. Offer which deviates from the vital conditions (as illustrates below) of the tender shall be rejected:
  - a) Non- submission of complete offers.
  - b) Receipt of offers after due date and time and or by email / fax (unless specified otherwise).
  - c) Receipt of offers in open conditions.
3. In case any BIDDER is silent on any clauses mentioned in this tender documents, CECB shall construe that the BIDDER had accepted the clauses as per the invitation to tender no further claim will be entertained.
4. No revision in the terms and conditions quoted in the offer will be entertained after the last date and time fixed for receipt of tenders.



5. In case of two bid system the date and time of Price Bid opening shall be intimated to technically qualifying bidders only.

### **3.7 DEADLINE FOR SUBMISSION OF BIDS:**

- Bids must be received by CECB before the due date and time at the address specified in the tender document. In the event of the specified date for the submission of bids being declared as a holiday for CECB the bid-closing deadline will stand extended to the next working day up to the same time.

### **3.8 COST OF BIDDING:**

- The Firm shall bear all costs associated with the preparation and submission of its Bid and the Purchaser shall not be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

### **3.9 AMENDMENT OF BIDDING DOCUMENTS:**

1. At any time prior to the deadline for submission of bids, CECB may, for any reason, whether on its own initiative or in response to the clarification request by a prospective BIDDER may modify the bid document.
2. All prospective BIDDER who have downloaded the bidding document may visit CECB, website for amendments / modifications which will be binding on them.

## 4 TECHNICAL BID

### Specifications for Sound Level Meters

Sl.no	Tender Specification	
1	Display :	LCD ( Liquid Crystal colour Display),3 1/2 digits
2	Function:	dB(A & C Frequency weighting), Time weighting (Fast, slow) Max. hold AC & DC output & impulse
3	Measurement range	20-140 dBA
4	Resolution	0.1 dB
5	Accuracy	Frequency weighting meet IEC 651 type 2, calibrating input signal on 94dB (31.5Hz to 8 KHz). then the accuracy of A weighting is specified as following: 31.5 Hz- ± 3dB , 63Hz- ± 2dB , 125 Hz- ± 1.5dB , 250Hz - ± 1.5dB , 500Hz - ± 1.5 dB , 1KHz - ± 1.5 dB 2 KHz - ± 2dB , 4KHz - ± 3dB , 8KHz - ± 5 dB
6	Frequency : 31.5 Hz to 8KHz	31.5 Hz to 8,000 Hz
7	Calibration :	Automatic calibration.
8	Microphone:	Electric condenser microphone.
9	Size of Microphone :	1/2 inch standard size.
10	Time weighing	Switchable to different time intervals i.e. 1/8 Sec., 10 Sec, etc. & slow, fast, max. with impulsive mode.
11	Output Signal	AC output – AC 0.5 Vrms corresponding to each range step. DC output – DC 0.3 to 1.3 VDC, 10 mV per dB. Output impedance – 600 ohm.
12	Output terminal :	3.5 phone output terminal is provided for connection with analyzer, level recorder, tape recorder.
13	Operating Temp. :	0 degree Celsius to 50 degree Celsius (32 degree Fahrenheit to 122 degree Fahrenheit)
14	Operating humidity	Less than 80 % RH
15	Data logger with printer :	BIS marked Mini dot matrix rechargeable printer. Total kit to be provided with Sound level meter, Acoustic calibrator, BIS marked mini Dot matrix printer with inbuilt memory, rechargeable cells, chargers and carry case.
16	Power Supply	DC 9V battery (heavy duty type)
17	Standard	To meet NABL/NPL standards.

## 5 TERMS AND CONDITIONS

### 5.1 AWARD OF CONTRACT:

1. Only L1 supplier shall be selected for rate contract.
2. CECB reserves the right to reject or accept the highest discount offering Bid or any Bid and also reserves the right of accepting the whole or any part of the Bid and Bidder shall execute the scope of work.
3. The financial evaluation of the bidding shall be done on the basis of the cost of the instruments including 01 year maintenance charges.
4. The technical specifications of the equipment are given at SECTION 4. The technical specifications of the offered equipment should be furnished. The check list is shown as SECTION 8.
5. The equipment offered should necessarily contain a guarantee for its trouble free performance for a period of one year from the date of installation.
6. The offer should clearly mention make, name of the manufacturer, detailed specifications, detailed literature about the equipment/ circuit diagram/drawing of the mechanism and any other information relevant to the equipment. For any printing error/ mistake in final bid will be the responsibility of the bidder and no correspondence will be entertained by the Board in future.
7. The tendered should furnish details of supplies made by him to important institutions, along with performance certificate, during last one year [Users' list].
8. The equipment offered should necessarily contain a guarantee for its trouble free performance for a period of one year from the date of installation.
9. The firm / manufacturer submitting the offer shall only quote for one most suitable model of the offered equipment whose specification matches the Board's specifications. No alternate offers shall be considered and, if submitted, the offer shall be rejected.
10. The specifications are clearly mentioned in the document and the Bidder is requested to submit Bid only if their offer strictly comply to these specifications. Please note that no deviation in the required specification will be permitted. The bidding for the instruments having different specification will be on Bidder's risk as the Board will not entertain such Bids.

### 5.2 EARNEST MONEY DEPOSIT & SECURITY DEPOSIT:

While submitting bid, the BIDDER shall deposit an amount mentioned in tender document as Earnest Money, with the CECB through the following instruments:

1. Earnest Money Deposit (EMD) of Rs. 10,00,000/- (Rs. Ten lakhs Only) in the form of Demand Draft in the favour of 'Member Secretary, CECB' payable at Raipur to be submitted in Technical Bid. Failing which, submitted bid will be rejected.
2. EMD of unsuccessful bidders will be returned within 30 days after the award of the contract.
3. The successful bidder shall have to submit 10% amount of the total contract value as performance security in the form of Bank Guarantee for a period of 12 months which shall be retained with CECB till the expiry of guarantee period.
4. EMD of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or derogates from the tender in any respect within the period of validity of its tender. Further, if the successful tenderer fails to furnish the required performance security within the specified period, its EMD will be forfeited.

### **5.3 TERMS OF PAYMENT:**

75% of the cost of instrument shall be paid after receipt of the material by consignee and balance 25% payment shall be released only after satisfactory installation and demonstration of the instruments at the destinations given in Section-6.

### **5.4 PENALTY:**

In the event of any breach of any of the terms & conditions of the contract or bidder neglects, delays or fails to perform the contract, CECB reserves rights to forfeit the security deposit. The security deposit shall not bear any interest.

**FORCE MAJEURE:** Force Majeure will be accepted on adequate proof thereof.

**In the event of any dispute over this contract, it shall be referred to be Sole Arbitrator appointed by Chairman, CECB. The arbitration proceedings shall be conducted as per Arbitration and Conciliation Act, 1996.**

## 6 REQUIREMENT AND LOCATIONS OF DELIVERY

### Requirement and Locations of Delivery of Sound Level Meter Details of Address, Contact Person, E-Mail and Mobile No.

<b>Delivery Locations</b>	<b>Requirement</b>	<b>Contact Person</b>	<b>E-Mail ID</b>	<b>Tel. No.</b>
Regional Office, Chhattisgarh Environment Conservation Board, New HIG-9, 10, 11, Tatibandh, Raipur	95 nos. of 19 each for Raipur, Mahasamund, Dhamtari, Balodabazar & Gariyaband District	Regional Officer	rocecbraipur2014@gmail.com	09685095431
Regional Office, Chhattisgarh Environment Conservation Board, 5/32 Bangla, Bhilai, Durg	95 nos. of 19 each for Durg, Rajnandgaon, Kabirdham, Balod & Bemetara District	Regional Officer	ro_bhilai@rediffmail.com	09685095428
Regional Office, Chhattisgarh Environment Conservation Board, Vyapar Vihar, Pt. Deendayal Upadhyay Park, Bilaspur	57 nos. of 19 each for Bilaspur, Janjgir-Champa & Mungeli District	Regional Officer	cecb.robilaspur@gmail.com	09685095423
Regional Office, Chhattisgarh Environment Conservation Board, Near Tehsil Office, Rampur, Korba	19 nos. for Korba District	Regional Officer	rocecbkorba@gmail.com	09685095421
Regional Office, Chhattisgarh Environment Conservation Board, TV Tower Road, Raigarh	38 nos. of 19 each for Raigarh & Jashpur District	Regional Officer	roraigarh.cecb@gmail.com	09685095441
Regional Office,	76 nos. of 19 each	Regional Officer	rocecbamk@gmail.	09425507214

Chhattisgarh Environment Conservation Board, Bajrang Bhawan, Namnakala, Ring Road, Ambikapur	for Ambikapur, Koriya, Surajpur & Balrampur District		com	
Regional Office, Chhattisgarh Environment Conservation Board, HIG-5 &6, Aghanpur Housing Board Colony, Chhitrakot Road, Jagdalpur	133 nos. of 19 each for Jagdalpur, Kanker, Dantewada, Narayanpur, Bijapur, Kondagaon & Sukma District	Regional Officer	rojagdalpur@rediffmail.com	09685095437

7 PRICE BID (To be Submitted in Envelop “C”)

**Price Bid for Sound Level Meter**

Quantity: 513 Numbers.

S.No.		Specifications	Rate in Rs. (Figure) Rate should be Inclusive of all Taxes
1.	Display	LCD ( Liquid Crystal colour Display),3 1/2 digits	
2.	Function	dB(A & C Frequency weighting), Time weighting (Fast, slow) Max. hold AC & DC output & impulse	
3.	Measurement Range	20 – 140 dBA	
4.	Resolution	0.1 dB.	
5.	Accuracy	Frequency weighting meet IEC 651 type 2, calibrating input signal on 94dB (31.5Hz to 8 KHz). then the accuracy of A weighting is specified as following: 31.5 Hz- ± 3dB , 63Hz- ± 2dB , 125 Hz- ± 1.5dB , 250Hz - ± 1.5dB , 500Hz - ± 1.5 dB , 1KHz - ± 1.5 dB 2 KHz - ± 2dB , 4KHz - ± 3dB , 8KHz - ± 5 dB	
6.	Frequency	31.5 Hz to 8,000 Hz.	
7.	Calibration	Automatic Calibration.	
8.	Microphone	Electric condenser microphone.	
9.	Size of microphone	½ inch standard size.	
10.	Time weighting (Fast & Slow)	Switchable to different time intervals i.e. 1/8 Sec., 10 Sec. etc. and slow, fast, with impulsive mode.	
11.	Output Signal	AC output – AC 0.5 Vrms corresponding to each range step. DC output – DC 0.3 to 1.3 VDC, 10 mV per dB. Output impedance – 600 ohm.	
12.	Out terminal	3.5 phone output terminal is provided for connection with analyzer, level recorder, tape recorder.	
13.	Operating Temp.	0 <sup>0</sup> C to 50 <sup>0</sup> C (32 <sup>0</sup> F to 122 <sup>0</sup> F)	
14.	Operating Humidity	Less than 80% RH	
15.	Data logger with printer	BIS marked Mini dot matrix rechargeable printer. Total kit to be provided with Sound level meter, Acoustic calibrator, BIS marked mini Dot matrix printer with inbuilt memory, rechargeable cells, chargers and carry case.	
16.	Power Supply	DC 9V battery (heavy duty type).	
17.	Standards	To meet NABL/NPL standards.	

Rate in Words:

Place :

Date :

GST Registration No :

TIN Registration No :

Signature :

Name :

Office Address :

Affix Rubber Stamp:

## APPENDIX-I

### BID FORM

(Scanned copy of original to be uploaded online as part of the techno-commercial proposal Envelop-B Online)

To,  
Member Secretary,  
Chhattisgarh Environment Conservation Board  
Paryavas Bhavan, North Block Sector-19, Naya Raipur, Chhattisgarh

Sir,

Having examined the bidding documents, we undersigned, offer to supply and deliver (description of goods and services) in conformity with the said bidding documents as per the prices given in the price schedule. We undertake, if our bid is accepted, to commence the work within (number) days and to complete the work including delivery of all the items specified in the contract within (number) days calculated from the date of receipt of your Work Order.

We agree to abide by this bid for a period of 180 days from the date fixed for bid opening in instructions to bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

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

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2018

Signature and Seal of the Bidder



## 8 ANNEXURES

### **ANNEXURE A-1**

#### BIDDER'S INFORMATION

(Scanned copy of original to be uploaded online as part of the techno-commercial proposal

**Envelop-A Online)**

(On Company / firm's Letterhead)

<b>Details of the bidders :</b>		
1	Name of the bidder	
2	Address of the bidder	
3	Status of the Bidder's firm- (Public/Pvt.)	
4	Details of the Incorporation of the Chemist/Pharmacy	Date:
		Ref. Document-
5	Valid Sales Tax Registration No. (if any)	
6	Valid Service Tax Registration No. (if any)	
7	Permanent Account No. (PAN)	
8	Name & Designation of the Contact person to whom all references shall be made regarding this tender.	
9	Telephone No. (with STD Code)	
10	Email Address of the Contact person	
11	Fax No. (with STD Code)	

## **ANNEXURE A-2**

### BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

(To be provided in original on stamp paper of value required under law duly signed by  
Authorized representative of Bank)

(Scanned Copy of the Original to be uploaded online as part of the techno-commercial proposal  
– Envelop A)

This Deed of Guarantee executed at \_\_\_\_\_ by \_\_\_\_\_ (Name of the Nationalised Bank) having its Head / Registered office at \_\_\_\_\_, and having one of its branches at \_\_\_\_\_ Raipur (hereinafter referred to as —the Guarantor) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of Member Secretary, Chhattisgarh Environment Conservation Board, having its office at Paryavas Bhavan, North Block Sector-19, Naya Raipur, Chhattisgarh (hereinafter referred to as —CECB) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

Whereas Name of the bidder \_\_\_\_\_ Ltd., a Company / partnership firm / proprietorship concern registered under the \_\_\_\_\_ (name of the relevant act/law under which incorporated) having its registered office at \_\_\_\_\_ (hereinafter called —Bidder which expression shall unless it be repugnant to the subject or context thereof include its executors, administrators, successors and assigns) has submitted its Proposal for award of “For Supply of Sound Level Meter” vide Invitation for Tender Document No \_\_\_\_\_ dated \_\_\_\_\_ issued by Chhattisgarh Environment Conservation Board Government of Chhattisgarh (hereinafter referred to as —the Project).

Whereas in terms of the Invitation for Tender Document No \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as Tender Document) issued by Chhattisgarh Environment Conservation Board, the Bidder is required to furnish to Chhattisgarh Environment Conservation Board an unconditional and irrevocable Bank Guarantee for an amount of INR 2,50,000 (INR Two Lakhs fifty thousands only)) as Earnest Money Deposit and the Guarantor has at the request of the Bidder agreed to provide such Guarantee being these  
Presents:

Now this Deed witnessed that in consideration of the premises, we, \_\_\_\_\_ Bank  
Hereby agree, declare, undertake and guarantee as follows:

1. We as primary obligor hereby irrevocably, unconditionally and without reservation Guarantee the due and faithful fulfilment and compliance of the terms and conditions of the tender by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to Chhattisgarh Environment Conservation Board an amount not exceeding INR 2,50,000 (INR Two Lakhs fifty thousands only)) without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder has failed to comply with and fulfil all or any of the terms and conditions contained in the tender. A letter from Chhattisgarh Environment Conservation Board stating that the Bidder is in default in the due and faithful fulfilment and compliance with the terms and conditions contained in the tender shall be final, conclusive

and binding on the Bank, in respect of the forfeiture of the Earnest Money Deposit and the amount due and payable under this Guarantee.

2. This Guarantee shall remain in full force and effect for a period of 180 (One eighty) days from the \_\_\_\_\_ (Proposal Due Date).
3. Subject to clause 1 above, any claim for payment under this Guarantee shall be in the form of a written declaration by Chhattisgarh Environment Conservation Board.
4. We.....Bank further agree that Chhattisgarh Environment Conservation Board shall be the sole judge as regards the determination as to whether the Bidder is in default of due and faithful fulfilment and compliance of the terms and conditions contained in the Tender and the decision of Chhattisgarh Environment Conservation Board in this regard shall be final and binding on us, notwithstanding any differences between Chhattisgarh Environment Conservation Board and the said Bidder and/or any dispute between Chhattisgarh Environment Conservation Board and the Bidder pending before any Court, Tribunal, Arbitrator or any other authority.
5. Chhattisgarh Environment Conservation Board shall have the full liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any other terms and conditions of the said Tender document or to extend the time frame for completion of bidding process or the period of fulfilment and compliance with the terms and conditions contained in the said Tender document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender document or the securities available to Chhattisgarh Environment Conservation Board and the bank shall not be released from its liability under these presents by any exercise by Chhattisgarh Environment Conservation Board of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of Chhattisgarh Environment Conservation Board or any indulgence by Chhattisgarh Environment Conservation Board to the said Bidder or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
6. Any notice by way of request, demand or otherwise hereunder shall be sent by courier or by registered mail to the Bank, addressed as aforesaid.
7. We undertake to make the payment on receipt of your notice of claim on us addressed to \_\_\_\_\_ (name of Bank along with branch address) and delivered at our above branch that shall be deemed to have been duly authorised to receive the said notice of claim.
8. It shall not be necessary for Chhattisgarh Environment Conservation Board to proceed against the said Bidder before proceeding against the bank and the Guarantee herein contained shall be enforceable against the bank, notwithstanding any other security which Chhattisgarh Environment Conservation Board may have obtained or obtained from the said Bidder, shall at the time when proceedings are taken against the bank hereunder, be outstanding or unrealised.
9. We \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with the previous express consent of Chhattisgarh Environment

Conservation Board in writing and agree that any change in the constitution of the Bank or the said Bidder shall not discharge our liability hereunder.

10. The Bank declares that it has the power to issue this guarantee and the undersigned have full powers to do so on behalf of the Bank.

Date \_\_\_\_\_ day of \_\_\_\_\_ 2018

Signature of the Issuing / Authority with seal

CORPORATE SEAL

For \_\_\_\_\_ Bank

Note: A covering letter of confirmation is also to be given by the bank along with this bank guarantee.

## **ANNEXURE A-3**

### DECLARATION REGARDING CLEAN TRACK

Declaration of Clean Track Record (On Company / firm's Letterhead)

To,

Date:

Member Secretary  
Paryavas Bhawan,  
North Block, Sector - 19,  
Naya Raipur (C.G.).

Sir,

**Re: Tender No. 01/CECB/e-Procurement/2017-18 dated 23<sup>rd</sup> January, 2018 for supply of Sound Level Meter.**

I/we carefully gone through the Terms & Conditions contained in the above referred Tender. I/we hereby declare that my company / firm is not currently debarred / black listed/convicted by any Government / Semi Government Organizations / Institutions in India . I/we further certify that I'm competent officer in my company /firm to make this declaration.

Or

I/we declare the following

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

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

Yours faithfully

(Signature of the bidder)

Printed Name

Designation

Seal

Date :

Business Address :

## ANNEXURE A-4

### Format for Power of Attorney

(To be provided in original as part of online **Envelope-A:** Technical Bid to CECB office as per tender document and softcopy should be uploaded in e-procurement system on along with actual bid submission on stamp paper of value required under law duly signed by authorized representative of Bank)

Dated: \_\_\_\_\_

### 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 Vendor to establish Common Bio-Medical Waste Treatment facility in Bastar and Sarguja Division, Chhattisgarh, vide Invitation for Tender (Tender Document) Document dated \_\_\_\_ , issued by The Member Secretary, Chhattisgarh Environment Conservation Board, Paryavas Bhavan, North Block Sector-19, Naya Raipur, Chhattisgarh, 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, Naya Raipur or any governmental authority, representing us in all matters before Chhattisgarh Environment Conservation Board, Naya Raipur, 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).

## **ANNEXURE A-5**

### DECLARATION FOR ACCEPTANCE OF Tender TERMS AND CONDITIONS

(To be submitted in Envelope A)

(On Company / firm's Letterhead)

To,

Date:

Member Secretary  
Paryavas Bhawan,  
North Block, Sector - 19,  
Naya Raipur (C.G.).

Sir,

**Re: Tender No. 01/CECB/e-Procurement/2017-18 , dated 23<sup>rd</sup> January, 2018  
for supply of Sound Level Meter.**

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

Yours faithfully,

(Signature of the bidder)

Printed Name

Designation

Seal

Date :

Business Address :

## ANNEXURE A-6

### DECLARATION OF ANNUAL AND INCOME TAX RETURN

(On Company / firm's Letterhead)

To,

Date:

Member Secretary  
Paryavas Bhawan,  
North Block, Sector - 19,  
Naya Raipur (C.G.).

Sir,

**Re: Tender No. 01/CECB/e-Procurement/2017-18 dated, 23<sup>rd</sup> January, 2018  
for supply of Sound Level Meter.**

1) I/we hereby declare that, our firm's Annual Turnover as follows, and I/we have also supported an Audited Accounts for your references :

F. Y. 2014 – 15	F. Y. 2015 – 16

And,

2) I/we hereby declare that, our firm had filed Income Tax Returns for last two years i.e. 2014-15 & A.Y. 2015-16. Supported by copy of ITR.

Yours faithfully,

(Signature of the bidder)

Printed Name

Designation

Seal

Date :

Business Address :

Encl : As above



## ANNEXURE A-7

### PROFORMA OF PERFORMANCE BANK GUARANTEE

(Scanned Copy of the Original to be uploaded online within 15 days of issuance of letter of intent notifying the award of the contract– **Envelop C**)

(To be stamped in accordance with stamp Act) (To be issued by a Bank \_\_\_\_\_) This Deed of Guarantee executed at \_\_\_\_\_ by \_\_\_\_\_ (Name of the Bank) having its Head/Registered office at \_\_\_\_\_ (hereinafter referred to as –the Guarantor) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of The Member Secretary Chhattisgarh Environment Conservation Board, which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

Whereas M/s \_\_\_\_\_, a company formed under \_\_\_\_\_ (specify the applicable law) and having its registered office at \_\_\_\_\_ has been, consequent to conduct and completion of a competitive bidding process in accordance with the letter of requirements document No. \_\_\_\_\_ dated \_\_/\_\_/2018 issued by Member Secretary, Chhattisgarh Environment Conservation Board and selected M/s \_\_\_\_\_ (hereinafter referred to as the Bidder) for the Agreement by Member Secretary, as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the, Member Secretary, Chhattisgarh Environment Conservation Board. The Agreement requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

Whereas, the Bidder approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, \_\_\_\_\_ Bank hereby Guarantee as follows:

The Bidder shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfil its obligations there under

We, the Guarantor, shall, without demur, pay to, Member Secretary, Chhattisgarh Environment Conservation Board an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) within 7 (seven) days of receipt of a written demand therefore from Chhattisgarh Environment Conservation Board stating that the Bidder has failed to fulfil its obligations.

The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the Member Secretary, Chhattisgarh Environment Conservation Board disputed by the Bidder or not.

The Guarantee shall come into effect from \_\_\_\_\_ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on \_\_\_\_\_ (Expiry Date) (both dates inclusive) or till the receipt of a claim, from the Chhattisgarh Environment Conservation Board, Raipur, Government of Chhattisgarh under this

Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by Member Secretary, Chhattisgarh Environment Conservation Board prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to, Member Secretary, Chhattisgarh Environment Conservation Board.

In order to give effect to this Guarantee, Chhattisgarh Environment Conservation Board shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by Member Secretary, Chhattisgarh Environment Conservation Board or by the extension of time of performance granted to the Bidder or any postponement for any time of the power exercisable by, Member Secretary, Chhattisgarh Environment Conservation Board against the Bidder or forebear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of Member Secretary, Chhattisgarh Environment Conservation Board or any indulgence by Chhattisgarh Environment Conservation Board to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This Guarantee shall be irrevocable and shall remain in full force and effect until all our Obligations under this guarantee are duly discharged.

The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in-above written.

Signed and Delivered by \_\_\_\_\_ Bank by the hand of Shri \_\_\_\_\_ its \_\_\_\_\_ and authorised office. Authorised Signatory \_\_\_\_\_ Bank

## ANNEXURE A-8

### GUIDELINE FOR E-PROCUREMENT

#### **Guidelines for bidders on using integrated e-Procurement System Govt. of Chhattisgarh.**

<https://eproc.cgstate.gov.in>

**Note: These conditions will over-rule the conditions stated in the tender document(s), Wherever relevant and applicable.**

**1. Vendor / Bidder Registration on the e-Procurement System:** All the Users / Bidders (Manufacturers / Contractors / Suppliers / Vendors / Distributors etc.) registered with and intending to participate in the Tenders of various Govt. Departments / Agencies / Corporations / Boards / Undertakings under Govt. of Chhattisgarh processed using the Integrated e-Procurement System are required to get registered on the centralized portal <https://eproc.cgstate.gov.in> and get approval on specific class (e.g. A, B, C, D, UGE, UDE, Others/Open) from Public Works Department (in case to participate in tenders restricted to vendors / bidders in a particular class). The non – registered users / bidders who are also eligible to participate in the tenders floated using the e-Procurement system are also required to be registered online on the e- Procurement system. Vendors are advised to complete their online enrolment / registration process on the portal well in advance to avoid last minute hassle, it is suggested to complete enrolment at least four days before the last date of bid submission date, failing which may result in non-submission of bids on time for which vendor/end user shall be solely responsible.

For more details, please get in touch with e-Procurement system integrator, M/s. Mjunction Services Limited, Raipur – 492001 on Toll free 1800 258 2502 or email [helpdesk.eproc@cgswan.gov.in](mailto:helpdesk.eproc@cgswan.gov.in).

**2. Digital Certificates:** The bids submitted online must be signed digitally with a valid Class II / Class – III Digital Signature Certificate to establish the identity of the bidders submitting the bids online. The bidders may obtain pair of Encryption & Signing Class – II / Class – III Digital Certificate issued by an approved Certifying Authority (CA) authorized by the Controller of Certifying Authorities (CCA), Government of India. Note: It may take up to 7 to 10 working days for issuance of Class-II / Class-III Digital Certificate, Therefore the bidders are advised to obtain it at the earliest. It is compulsory to possess a valid Class-II / Class-III Digital Certificate while registering online on the above mentioned e-Procurement portal. A Digital Certificate once mapped to an account / registration cannot be remapped with any other account / registration however it may be inactivated / deactivated. Important Note: bid under preparation / creation for a particular tender may only be submitted using the same digital certificate that is used for encryption to encrypt the bid data during the bid preparation / creation / responding stage. However bidder may prepare / create and submit a fresh bid using his/her another / reissued / renewed Digital Certificate only within the stipulated date and time as specified in the tender. In case, during the process of a particular bid preparation / responding for a tender, the bidder loses his/her Digital Certificate because of any reason they may not be able to submit the same bid under preparation online, Hence the bidders are advised to keep their Digital Certificates secure to be used whenever required and comply with IT Act 2000 & its amendments and CVC guidelines. The digital certificate issued to the authorized user of an individual / partnership firm / private limited company / public limited company / joint venture and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to the user. Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization / firm for online tenders as per Information

Technology Act 2000. This authorized user will be required to obtain a valid Class-II / Class-III Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this authorized user will be binding on the organization / firm. It shall be the responsibility of management / partners of the concerned organization / firm to inform the Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate for the new authorized user.

**3. Online Payment:** As the bid is to be submitted only online, bidders are required to make online payment(s) of the Registration fee / Transaction or Service fees / EMD using the online payments gateway services integrated into the e-Procurement system using various payment modes like Credit Card / Debit Card / Internet Banking / Cash Card / NEFT / RTGS etc. For the list of available online modes of electronic payments that are presently accepted on the online payments gateway services, please refer the link Payments accepted online \_on the e-Procurement portal <https://eproc.cgstate.gov.in>.

**4. Setup of User's Computer System:** In order to operate on the e-Procurement system for a bidder / user, the computer system / desktop / laptop of the bidder is required to have Java ver. 765 , Internet explorer 9 / 11 , latest Mozilla Firefox with IE Tab V2 (Enhanced IE Tab) or any other latest browser. A detailed step by step document on the same is available on the home page. Also internet connectivity should be minimum one MBPS.

**5. Publishing of N.I.T.:** For the tenders processed using the e-Procurement system, only a brief advertisement notice related to the tender shall be published in the newspapers and the detailed notice shall be published only on the e-Procurement system. Bidders can view the detailed notice, tender document and the activity time schedule for all the tenders processed using the e-Procurement system on the portal <https://eproc.cgstate.gov.in>.

**6. Tender Time Schedule:** The bidders are strictly advised to follow the tender time for their side for tasks / activities and responsibilities to participate in the tender, as all the activities / tasks of each tender are locked before the start time & date and after the end time & date for the relevant activity of the tender as set by the concerned department official.

**7. Download Tender Document(s):** The tender document and supporting document(s) if any can be downloaded only online. The tender document(s) will be available for download to concerned bidders after online publishing of the tender and up to the stipulated date & time as set in the tender.

**8. Submit Online Bids:** bidders have to submit their bid online after successful filling of forms within the specified date and time as set in the tender. The encrypted bid data of only those bidders who have submitted their bids within the stipulated date & time will be accepted by the e-Procurement system. It is expected that the bidder complete his bid and submit within timeline, a bidder who has not submitted his bid within the stipulated date & time will not be available during opening. Bid documents uploading during bid preparation should be less than five MB (for individual document) and over all bid documents should be less than fifty MB.

**9. Submission of Earnest Money Deposit:** The bidders shall submit their Earnest Money Deposit Either as usual in a physically sealed Earnest Money Deposit envelope and the same should reach the concerned office OR Online using payment gateway as stated in the Notice Inviting Tender. Bidders also have to upload scanned copy of Earnest Money Deposit instrument.

**10. Opening of Tenders:** The concerned department official receiving the tenders or his duly authorized officer shall first open the online Earnest Money Deposit envelope of all the bidders and verify the same uploaded by the bidders. He / She shall check for the validity of Earnest

Money Deposit as required. He / She shall also verify the scanned documents uploaded by the bidders, if any, as required. In case, the requirements are incomplete, the next i.e. technical and commercial envelopes of the concerned bidders received online shall not be opened. The concerned official shall then open the other subsequent envelopes submitted online by the bidders in the presence of the bidders or their authorized representatives who choose to be present in the bid opening process or may view opened details online.

11. **Briefcase:** Bidders are privileged to have an online briefcase to keep their documents online and the same can be attached to multiple tenders while responding, this will facilitate bidders to upload their documents once in the briefcase and attach the same document to multiple bids submitting.

For any further queries / assistance, bidders may contact:

1. The Service Integrator of e-Procurement system, M/s. Mjunction Service Ltd. on HelpDesk Toll free No. 1800 258 2502 or email [helpdesk.eproc@cgswan.gov.in](mailto:helpdesk.eproc@cgswan.gov.in).

2. Mr. R.P. Tiwari, Chief Engineer; Chhattisgarh Environment Conservation Board Tel. No. 077125 12220 or email: [hocecb@gmail.com](mailto:hocecb@gmail.com)

## 9 CHECKLIST

**The following items must be checked before the Bid is submitted:**

1. Envelope “A” – Pre-qualification Criteria

- a) Demand Draft for Rs. 10,00,000/- (Rs. Ten Lakhs only) towards Earnest Money Deposit.
- c) Eligibility Criteria Responses (each pages duly sealed and signed by the authorized signatory)
- d) Copy of this Tender document duly sealed and signed by the authorized signatory on every pages.

e) Annexure A1 : Bidder's Information

Annexure A2 : Declaration Regarding Clean Track by Bidder

Annexure A3 : Declaration for Acceptance of Tender Terms and Conditions

Annexure A4 : Declaration Of Annual Turnover And Income Tax Return

2. Envelope “B”

- a) Technical qualification :

3. Envelop “C”

- a) PRICE BID

Your quotation must be submitted in three envelopes **Pre-qualification Criteria (Envelope A) and Technical Bid (Envelope B) to be uploaded online as well as submit the hard copy to Chhattisgarh Environment Conservation Board by superscribing** on both the envelopes the Tender no. and the due date and both these sealed covers are to be put in a bigger cover which should also be sealed **whereas Financial Bid (Envelope C) should be submitted online only on or before the last date of submission.**