



## **REQUEST FOR PROPOSAL**

Selection of Agency for Design, Supply, Installation and Maintenance  
of Lab Furniture for Central Environmental Laboratory in Nava  
Raipur Atal Nagar, Raipur

Chhattisgarh Environment Conservation Board  
(CECB)

**Chhattisgarh Environment Conservation Board (CECB)**

Paryavas Bhavan, North Block Sector-19,  
Atal Nagar-Nava Raipur, Chhattisgarh 492002

E-mail:

Website:

## **IMPORTANT NOTE & TENDER NOTICE**

Chhattisgarh Environment Conservation Board (CECB) invites bids for Selection of Agency for Design, Supply, Installation and Maintenance of Lab Furniture for Central Environmental Laboratory in Nava Raipur Atal Nagar, Raipur. All bids should be addressed to:

Member Secretary,

**Chhattisgarh Environment Conservation Board (CECB),**

Paryavas Bhavan, North Block Sector-19,

Atal Nagar-Nava Raipur, Chhattisgarh 492002

Bids received after the due date will be rejected.

The document can be downloaded from the website <https://www.enviscecb.org> or <https://eproc.cgstate.gov.in> The parties are advised to study the document carefully. Submission of response to this Request for Proposal shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. Bidders must ensure that they submit all the required documents indicated in the tender document without fail. Bids received without supporting documents for the various requirements mentioned in the tender document are liable to be rejected at the initial stage itself.

Chhattisgarh Environment Conservation Board (CECB) reserves the right to accept or reject in part or full any or all the offers without assigning any reasons.

## **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, 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.

Chhattisgarh Environment Conservation Board (CECB), their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. Chhattisgarh Environment Conservation Board (CECB) may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

## **LIST OF ABBREVIATIONS**

RFP Request for Proposal

CECB Chhattisgarh Environment Conservation Board

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## 1. FACT SHEET

Sl	Title	Description
1	RFP No.	<b>01/HO/CECB/SCI/CS/E-Tender/2025-26</b>
2	Scope of Work	Selection of Agency for Design, Supply, Installation and Maintenance of Lab Furniture for Central Environmental Laboratory in Nava Raipur Atal Nagar, Raipur
3	Name of the tender Issuer	Chhattisgarh Environment Conservation Board (CECB)
4	Date of issue of tender document	15-05-2025
5	Last date for sending Pre-Bid Query	20-05-2025
6	Pre-Bid Meeting	A Pre-Bid meeting will be held on 21-05-2025 at 03:00 PM at Chhattisgarh Environment Conservation Board (CECB), Nava Raipur, Atal Nagar-492002, District-Raipur (C.G.)
7	Pre-bid query response would be published on	23-05-2025
8	Last Date for Submission of Bids	16-06-2025
9	Physical submission of EMD (in the form of DD/BG)	16-06-2025 by 03:00 P.M. along with Technical Bid as per instructions of the RFP.
10	Date of Opening of Technical Bids	16-06-2025
11	Date of Presentation	To be informed later through e-mail to eligible bidders (if any)
12	Date of Commercial Bid opening	To be informed later through e-mail (Bidder should furnish the e-mail of one authorized representative)
13	Place of Physical Submission of EMD	Chhattisgarh Environment Conservation Board (CECB), North Block, Sector-19, Nava Raipur Atal Nagar-492002, District-Raipur (C.G.)
14	Address for Communication	Member Secretary, CECB
15	Cost of Tender Document	Non-refundable Rs 2500/- (Rs. Two thousand Five Hundred only) payment done through <a href="https://eproc.cgstate.gov.in">https://eproc.cgstate.gov.in</a> .
16	Earnest Money Deposit (EMD)	Rs. 5,00,000/- (Rupees Five Lakh only). EMD should be submitted in Demand Draft only in the name of Member Secretary, Chhattisgarh Environment Conservation Board: <ul style="list-style-type: none"> <li>• Original copy of the DD should be submitted in Envelop A to Chhattisgarh Environment Conservation Board along with Technical Bid as per instructions in the RFP.</li> <li>• Scanned Copy of the Demand Draft should be uploaded in the e-procurement system through <a href="https://eproc.cgstate.gov.in">https://eproc.cgstate.gov.in</a></li> </ul>
17	Validity of Proposal	Proposals must remain valid for 180 days after the submission date.
18	Bid Submission	The Bidding will be in three parts through E-Tender system, Two envelopes (Envelop A & B) in Hard Copy as

		well as scanned copy to be uploaded online mode. However, Envelop C (Financial Bid) should be submitted in Online mode only. Refer Section II, Point no. 5 “Procedure for Submission of Tenders”
19	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> .
20	Method of Selection	Quality cum Cost based Selection (QCBS)

## **2. INTRODUCTION**

About this Request For Proposal (RFP)

Chhattisgarh Environment Conservation Board (CECB) invites technical and financial proposals from reputed agencies of Laboratory Furniture provider who are capable to “Design, Supply, Installation and Maintenance of Lab Furniture for Central Environmental Laboratory in Nava Raipur Atal Nagar, Raipur” through e-Procurement portal <https://eproc.cgstate.gov.in> as detailed in the Scope of Work in this RFP. The successful bidder will Design, Supply, Installation and Maintenance of Lab Furniture for Central Environmental Laboratory as per requirement mentioned in this RFP and Provide warranty support up to 3 years. The bidders are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. This section provides general information about the issuer, important dates and addresses and the overall eligibility criteria for the bidders.

### 3. ELIGIBILITY CRITERIA

#### 3.1. Pre-Qualification:

The bidders should meet the following Eligibility Criteria and must submit documentary evidence in support of their claim for fulfilling the criteria and they should submit an undertaking on their letterheads to the fairness of these documents while submitting the bid. The bids received without the documentary evidence will be rejected outright.

CECB seeks proposals from experienced organisations for participation in tender for Design, Supply, Installation and Maintenance of Lab Furniture for Central Environmental Laboratory in Atal Nagar Nava Raipur, Raipur, Chhattisgarh.

The pre-qualification criterion is as under:

Sl	Pre-Qualification Criteria	Documents required
1	<b>Legal Entity:</b> The Prime bidder (In case of Consortium not more than 1) should be a company registered in India under companies Act 1956 or partnership firm registered under companies Act 1932 or Indian LLP act 2008, registered with the Service Tax Authorities and operating for the last Five years in Laboratory Furniture supply and installation as of 31 <sup>st</sup> March 2024.	Bidder should submit the following: a. RoC b. Copy of Service Tax Registration Certificate.
2	<b>Turnover:</b> a. The Prime Bidder, a single legal entity registered in India, and must have a minimum average annual turnover of not less than Rs. 05 Crore (Five Crore) in Laboratory Furniture supply and installation for the last three financial years (2021-22, 2022-23, 2023-24). b. Bidder should have positive Net profit after tax during each of the last three financial years namely 2021-22, 2022-23 and 2023-24. Note: Turnover in areas other than mentioned above shall not be considered for evaluation.	Bidder should submit any of the following: a. Copies of Certified audited Balance sheet/ Profit & Loss statement. OR b. Certificate from the statutory auditor.
3	<b>Experience:</b> The Bidder must have a proven track record of successfully implementing at least one of the following for Design, Supply, Installation and Maintenance of Laboratory Furniture: At least one of the projects should be a turnkey project of a value not less than Rs. 2 Crores OR At least two (2) projects should be a turnkey project of a value not less than Rs. 1 Crores each OR At least three (3) projects should be a turnkey project of a value not less than Rs. 50 Lakh each	Bidder should submit the following: a. Bidder should submit the PO/ Work orders. b. Project Completion Certificate from the client in case of completed projects.

	For Labs under National/ State/ UT/ Government Depts./ PSUs / Government or Government aided Universities/ Institutions in last five years.	
4	<p>Blacklisting: The Bidder/Consortium partner should not be blacklisted by any Central/State Government, Ministry or Agency for breach of Contractual conditions. The Bidder should also not be entangled in any legal disputes with any Govt. / PSU body.</p>	<p>Bidder should submit Self declaration that the Bidder is not blacklisted and is not in any legal disputes as on the bid calling date. Self-Declaration Certificate to be enclosed in the bid duly signed by the authorized signatory on its company letter head.</p>
5	<p>The bidder should furnish, as part of its proposal, an Earnest Money Deposit (EMD) of the Rs. 5,00,000/- (Rs. Five Lakh only) The EMD should be in the form of DD/Bank Guarantee (As per format prescribed in this RFP) issued by a Nationalized / Scheduled Bank.</p>	<p>Rs. 5,00,000/- (Rupees Five lakhs only). EMD may be submitted in Demand Draft in the name of Member Secretary, CECB:</p> <ol style="list-style-type: none"> <li>1. Scan copy of DD should be uploaded in eProcurement portal along with actual online bid submission.</li> <li>2. Original copy of the DD should be submitted to CECB office between 1:00 PM to 03:00 PM on the last date of bid submission.</li> </ol> <p>OR</p> <p>EMD may be submitted in the form of Bank Guarantee (BG) as per format mentioned in the RFP on stamp paper of value required under law duly signed by authorized representative of Bank:</p> <ol style="list-style-type: none"> <li>1. Scan copy of BG should be uploaded in eProcurement portal along with actual online bid submission.</li> <li>2. Original copy of BG should be submitted to CECB office between 1:00 PM to 03:00 PM on the last date of bid submission.</li> </ol>

### 3.2. Technical Evaluation:

Tender Evaluation Committee will evaluate the Technical Proposals of the Pre-Qualified Bidders as per the following criteria:

Sl	Parameter	Max. Score	Required Eligible documents	
1	The Bidder should have Previous Laboratory Furniture (design and installation) turnkey project experience.	20	Bidder should submit the following: a. Bidder should submit the PO / Work orders. b. Project Completion Certificate from the client in case of completed projects.	
	<b>Project Value</b>			<b>Marks</b>
	Summing up value $\geq$ 5 Crore of Maximum 3 Project			20
	Summing up value $\geq$ 3 Crore of Maximum 3 Project			15
	Summing up value $\geq$ 2 Crore of Maximum 3 Project	10		
	The Prime Bidder, a single legal entity registered in India, and must have a minimum average annual turnover of not less than <b>₹05 Crore (Rupees Five Crore)</b> in Furniture Design and Installation for the last three financial years (2021-22, 2022-23, 2023-24). = Rs. 05 Crore - 5 Marks Each additional ₹1 Crores (Rupees One Crore) in turnover will be awarded 1 mark, subject to a maximum of 10 Marks.	10	Bidder should submit any of the following: a. Copies of Certified audited Balance sheet / Profit & Loss statement. OR b. Certificate from the statutory auditor.	
	The Prime bidder or Consortium partner whose solution is proposed in the proposal should possess valid ISO 45001:2018 and ISO 50001:2018 certifications, evidence to be submitted in the form of certificate copy submitted.	20	Valid ISO certificate needs to be attached	
	Presentation and Demonstration based on the site assessment done: 1. Design innovation of the proposed furniture- <b>10 Marks</b> 2. Functional Advancement of the Furniture Utility- <b>10 Marks</b> 3. Demonstration of material sample - <b>10 Marks</b> 4. Project Implementation planning- <b>5 Marks</b> 5. Maintenance and handling of the furniture – <b>5 Marks</b>	40	Bidder must visit the Central Environment Lab for assessment and provide the copy of the presentation and demonstrate the sample material of the furniture used/ to be used.	

	Similar Design and Installation of Lab Furniture in the Laboratory under National/ State/ UT/ Government Depts./ PSUs / Government or Government aided Universities/ Institutions in last five years. 1 Project- 03 Marks 2 Project- 05 Marks 3 Projects- 10 Marks	10	
Total		100	

**Note:** Minimum qualifying Marks in Technical Qualification is 70 out of 100 Marks. Only those bidders securing 70 marks or above shall qualify for commercial proposal opening.

## **4. INSTRUCTIONS TO BIDDER**

### **4.1. General**

- a. While every effort has been made to provide comprehensive and accurate background Information, requirements and specifications, Bidders must form their own Conclusions about the services required. Bidders and recipients of this TENDER may wish to consult their own legal advisers in relation to this TENDER.
- b. Site Assessment and Requirement Mapping: Bidder shall visit the Central Environment Laboratory site to assess the physical infrastructure layout and for tentative placement of equipment for the design proposal.
- c. 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 Chhattisgarh Environment Conservation Board (CECB) on the basis of this TENDER.
- d. 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 Chhattisgarh Environment Conservation Board (CECB). Any notification of preferred bidder status by the Chhattisgarh Environment Conservation Board (CECB) shall not give rise to any enforceable rights by the Bidder. The Chhattisgarh Environment Conservation Board (CECB) may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Chhattisgarh Environment Conservation Board (CECB).
- e. Please refer —Guidelines to Bidders document downloaded along with this tender for bidding process (Annexure - VIII).

### **4.2. Compliant Tenders/ Completeness of Response**

- a. Bidders are advised to study all instructions, forms, requirements, appendices and other information in the TENDER documents carefully. Online submission of the bid / proposal shall be deemed to have been done after careful study and examination of the TENDER document with full understanding of its implications.
- b. Bidders shall make their presentation and demonstration of the proposed furniture based on physical site assessment of the available infrastructure at Central Environment Laboratory.
- c. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
  - i. Comply with all requirements as set out within this TENDER.
  - ii. Include all supporting documentations specified in this TENDER.

### **4.3. Pre-Bid Meeting & Clarifications**

#### **4.3.1. Bidders Queries**

- a. Chhattisgarh Environment Conservation Board (CECB) shall hold a pre-bid meeting with the prospective bidders on Date, Time and Address mentioned in Fact Sheet of this document.
- b. Up to two (2) authorized representatives of interested organization may attend pre-bid meeting at their own cost after giving prior intimation to

through mail addressing to Member Secretary, Chhattisgarh Environment Conservation Board (CECB).

- c. Pre-bid queries of only those bidders will be responded, who have registered themselves on or before response of pre-bid queries is released.
- d. Bidders are requested to submit the e-mail address and mobile no. of one authorized person for all communications along with the registration.
- e. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to Chhattisgarh Environment Conservation Board (CECB) by email (Excel File only) at [hocecb@gmail.com](mailto:hocecb@gmail.com) on or before last date for sending pre-bid queries mentioned in Fact Sheet of this document through the e-mail of only authorized representative of the bidder mentioning subject line as “Pre Bid Query: CECB”
- f. The queries should necessarily be submitted in the following format:

Sl.	Section No.	Page No.	RFP Clause	Query	Remarks
1					
2					
3					

- g. Chhattisgarh Environment Conservation Board (CECB) shall not be responsible for ensuring that the bidder’s queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Chhattisgarh Environment Conservation Board (CECB).
- h. Bidders must confirm their participation in advance. The purpose of the meeting is to provide Bidders information regarding the TENDER, project requirements, and opportunity to seek clarification regarding any aspect of the TENDER and the project. However, the Chhattisgarh Environment Conservation Board (CECB) reserves the right to hold or reschedule the Pre-Bid meeting.

#### **4.3.2. Responses to Pre-Bid Queries and Issue of Corrigendum**

- a. The Officer notified by the Member Secretary, Chhattisgarh Environment Conservation Board (CECB) will endeavour to provide timely response to the queries. However, Chhattisgarh Environment Conservation Board (CECB) makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Chhattisgarh Environment Conservation Board (CECB) undertakes to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, Chhattisgarh Environment Conservation Board (CECB) may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the TENDER Document by a corrigendum.
- c. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the Chhattisgarh Environment Conservation Board (CECB) website <https://www.enviscecb.org/> and <https://eproc.cgstate.gov.in>.

- d. Any such corrigendum shall be deemed to be incorporated into this TENDER.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, Chhattisgarh Environment Conservation Board (CECB) may, at its discretion, extend the last date for the receipt of Proposals.

#### **4.4. Key Requirements of the Bid**

##### **4.4.1 Right to Terminate the Process**

- a. Chhattisgarh Environment Conservation Board (CECB) may terminate the TENDER process at any time and without assigning any reason. Chhattisgarh Environment Conservation Board (CECB) makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This TENDER does not constitute an offer by Chhattisgarh Environment Conservation Board (CECB). The bidder's participation in this process may result Chhattisgarh Environment Conservation Board (CECB) selecting the bidder to engage towards execution of the contract.

##### **4.4.2 TENDER Fees**

Bidder needs to pay Rs. 2,500 (Rupees Two thousand five hundred) to for document processing through <https://eproc.cgstate.gov.in> during bid submission and the receipt shall be attached with the document required in Envelop A.

##### **4.4.3 Ernst Money Deposit (EMD)**

- a. EMD needs to be submitted in Demand Draft/ BG in the name of Member Secretary, Chhattisgarh Environment Conservation Board (CECB).
    - i. Scan copy of DD should be uploaded e-Procurement portal along with actual online bid submission.
    - ii. Original copy of the DD should be submitted to Chhattisgarh Environment Conservation Board (CECB) office between 12:00 PM to 03:00 PM on the last date of bid submission (please refer fact sheet in this RFP at page no. 8, Sr. no. 9).
- OR
- EMD may be submitted in the form of Bank Guarantee (BG) as per format mentioned in the RFP on stamp paper of value required under law duly signed by authorized representative of Bank.
- i. Scan copy of BG should be uploaded in e-Procurement portal along with actual online bid submission.
  - ii. Original copy of BG should be submitted to Chhattisgarh Environment Conservation Board (CECB) office between 12:00 PM to 03:00 PM on the last date of bid submission (please refer fact sheet in this RFP at page no. 8, Sr. no. 9)
- b. EMD of all unsuccessful bidders would be refunded by Chhattisgarh Environment Conservation Board (CECB) within 60 Days of the

bidder being notified as being unsuccessful against a request letter to refund the EMD to CECB.

- c. EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d. The EMD may be forfeited:
  - i. If a bidder withdraws its bid during the period of bid validity.
  - ii. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this TENDER.

#### **4.4.4 Submission of Responses**

- a. Please refer —Guidelines to bidders (Annexure VIII) document downloaded along with this tender for bidding submission process.

#### **4.4.5 Authentication of Bids**

- a. A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal as per Annexure-VII mentioned in this TENDER.

### **4.5. Preparation and Submission of Proposal**

#### **4.5.1 Proposal Preparation Costs**

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

#### **4.5.2 Language**

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

### **4.6. Evaluation Process**

- a. Chhattisgarh Environment Conservation Board (CECB) will constitute a Tender Evaluation Committee to evaluate the responses of the bidders.
- b. The Tender Evaluation Committee constituted by the Chhattisgarh Environment Conservation Board (CECB) 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. The Tender Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this TENDER.

#### **4.6.1. 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.

#### **4.6.2. Tender Validity**

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

#### **4.6.3. Tender Evaluation**

- i. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals
  - a. Are not submitted in as specified in the TENDER document.
  - b. Received without the Letter of Authorization (Power of Attorney).
  - c. Are found with suppression of details.
  - d. With incomplete information, subjective, conditional offers and partial offers submitted.
  - e. Submitted without the documents requested in the checklist.
  - f. Have non-compliance of any of the clauses stipulated in the TENDER.
  - g. With lesser validity period.
- ii. All responsive Bids will be considered for further processing as below. Tender evaluation Committee will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a committee according to the Evaluation process define in this TENDER document. The decision of the Committee will be final in this regard.
  - a. Tender Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
  - b. The Chhattisgarh Environment Conservation Board (CECB) may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.
  - c. Further, the scope of the tender evaluation committee also covers taking any decision with regard to the Tender Document, execution/ implementation of the project including management period.
  - d. Proposal shall be opened in the presence of bidder's representatives who intend to attend at their cost. The bidder's representatives who are present shall sign a register giving evidence of their attendance.

e. Proposal document shall be evaluated as per the following steps.

- **Preliminary Examination of Pre-qualification/Eligibility Criteria documents:** The Pre-qualification document will be examined to determine whether the bidder meets the eligibility criteria, whether the proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various section of this Tender Document will be rejected and will not be considered further.
- **Evaluation of document:** A detailed evaluation of the bids shall be carried out in order to determine whether the bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the Tender Document. Bids received would be assigned scores based on the parameters defined in the table below. All supporting document submitted in support of Eligibility and Technical Evaluation matrix should comply the following:
  - Soft copies of supporting documents to be submitted on online portal however Chhattisgarh Environment Control Board (CECB) may request for hard copies in quality print as and when required.
  - Supporting document should clearly indicate value of the completed project and scope of work/ services should be clearly highlighted.
  - Completion certificate should clearly indicate the value of the project.
  - In case of Bidder is having Non-Disclosure Agreement (NDA) with their client no such experience will be counted (if agreement copy not submitted).
  - Incomplete order copy submitted by the bidder will not be considered for evaluation.
  - In case of projects where order for recurring /Extension and subsequent order has been placed on the Bidder only the mentioned order value will be considered for evaluation.

Bidders failing to comply any of the above then the Bid will be summarily rejected.

#### **Evaluation of Bid:**

- a. The commercial bids of only technically successful Bidder(s) whose bids have been awarded 70 or more marks in aggregate by the Committee will be opened. The evaluation will be carried out if Commercial bids are complete and computationally correct. The lowest Commercial proposal will be allotted a Commercial score of 100 marks. The Commercial score of other Bidder(s) will be computed by measuring the respective Commercial bids against the lowest proposal.
- b. The bidder with the Highest Technical Marks will be awarded 100 marks and other bidders will be awarded on a percentile basis (e.g.) if the highest technical Marks is 90, the T1 bidder will get (Tm) 100 marks. A bidder awarded 80 marks will get  $(80/90) \times 100 = 88.88$  Marks.
- c. **Computing the final ("T1-L1") marks:**

The composite score is a weighted average of the Technical and Commercial Scores. The ratio of Technical and Commercial score is **70:30** respectively. The composite (T1 – L1) marks will be derived using the following formula:  
T1 & L1 evaluation

**Technical Marks (TM)** = Bidders actual Technical Score (ATS) /Highest Technical Score (HTS)

**Commercial Marks (CM)** = Lowest Commercial Score (LCS) / Bidders actual Commercial Score (ACS)

**Composite (T1 – L1) marks** = (TM \* 0.70 + CM \* 0.30) \* 100

Thus, the composite (T1 – L1) marks shall be out of a maximum of 100 marks. The responsive Bidder(s) will be ranked in descending order according to the composite (T1 – L1) marks, which is calculated based on the above formula. The highest-ranking Bidder as per the composite (T1 – L1) 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.

#### **4.7. Prequalification and Technical Proposal**

- **Prequalification/ Eligibility Criteria**

Pre-qualification document as per eligibility criteria specified under Section - 3 above along with the following documentations:

- a. The profile of the bidder along with required certifications that the period of validity of bids is 180 days from the last date of submission of proposal.
- b. Audited annual financial results (balance sheet and profit & loss statement showing business in India) of the bidder for the last three financial years.
- c. Reference list of major clients
- d. Power-of-attorney granting the person signing the proposal the right to bind the bidder as the Constituted attorney of the Directorate.
- e. A copy of the Tender Document, all pages duly signed by the authorized signatory towards acceptance of the terms and conditions of the Tender Document.

- **Technical proposal**

- a. Proposal particulars
- b. Proposal letter
- c. Proposed Project Plan and Implementation Schedule based on the site assessment done.
- d. Schedule of delivery.
- e. All relevant document for Technical Evaluation

- **Commercial proposal**

Commercial Quote online in e-Procurement Portal

#### **4.8. Modification and withdrawal of Bids**

- a. The Bidder is allowed to modify or withdraw its submitted proposal online any time prior to the last date and time prescribed for receipt of bids, by giving a written notice to the Chhattisgarh Environment Conservation Board (CECB).
- b. Subsequent to the last date for receipt of bids, no modification of bids shall be allowed online.

#### **4.9. Proposal Forms**

- a. Wherever a specific form is prescribed in the Proposal 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.
- b. For all other cases, the Bidder shall design a form to hold the required information.
- c. Chhattisgarh Environment Conservation Board (CECB) shall not be bound by any printed conditions or provisions in the Bidder's Proposal.

#### **4.10. Local Conditions**

- a. Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the contract and /or the cost.
- b. The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of letter of Award as described in the bidding document. The Chhattisgarh Environment Conservation Board (CECB) shall not entertain any request for clarification from the Bidder regarding such local conditions.
- c. It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the proposal. No claim, what-so-ever, including that for financial adjustment to the contract awarded under the bidding document will be entertained by the Chhattisgarh Environment Conservation Board (CECB). Neither any change in the time schedule of the contract nor any financial adjustments arising there- of shall be permitted by the Chhattisgarh Environment Conservation Board (CECB) on account of failure of the Bidder to know the local laws / conditions.

#### **4.11. Contacting the Chhattisgarh Environment Conservation Board (CECB)**

- a. Any effort by a Bidder to influence the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the proposal.
- b. Bidder shall not approach Chhattisgarh Environment Conservation Board (CECB) officers after office hours and/or outside Chhattisgarh Environment Conservation Board (CECB) office premises, from the time of the proposal opening till the time the Contract is awarded.

#### **4.12. Eligibility Criteria**

The bidder shall meet the criteria for eligibility mentioned in the Tender document. The bidder must have registration certificate, registration under

Labour Laws Contract Act, valid sales tax registration certificate and valid service tax registration certificate, whichever is applicable, for this Tender.

#### **4.13. Tentative Schedule of Events**

Tentative schedule of events regarding this tender shall be as per the dates and time given in the Section-2: Fact Sheet

#### **4.14. Opening of Proposal**

First, the envelope containing Tender Fees and 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

#### **4.15. Deciding Award of Contract**

- a. The Chhattisgarh Environment Conservation Board (CECB) reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening the Commercial Proposal. The Bidder shall furnish the required information to Chhattisgarh Environment Conservation Board (CECB) and its appointed representative on the date asked for, at no cost to the Chhattisgarh Environment Conservation Board (CECB). The Chhattisgarh Environment Conservation Board (CECB) may at its discretion, visit the office of the Bidder any-time before the signing of Agreement.
- b. Chhattisgarh Environment Conservation Board (CECB) shall inform those Bidders whose proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Commercial Proposals will be returned unopened after completing the selection process. Chhattisgarh Environment Conservation Board (CECB) shall simultaneously notify those Bidders who qualify for the Evaluation process as described in this Tender Document, informing the date and time set for opening of Commercial Proposals. The notification may be sent by e-mail or fax.
- c. The bidder's name, the Proposal Price, the total amount of each proposal and other such details as the Tendering Authority may consider appropriate, will be announced and recorded by the Chhattisgarh Environment Conservation Board (CECB) at the opening of bid. Chhattisgarh Environment Conservation Board (CECB) shall inform the Bidder whose proposal is accepted via issuance of Letter of Intent (LoI) in

duplicate copy. Bidder shall acknowledge the LoI and return the duplicate copy duly sealed and signed, within seven days from the issue of LoI by Chhattisgarh Environment Conservation Board (CECB)

- d. **Price Negotiation:** Chhattisgarh Environment Conservation Board (CECB) reserves the right to negotiate the price(s) in good faith to determine the price for the product/services. Such negotiations shall commence prior to the issuance of the Letter of Intent (LOI) and shall be concluded within next fifteen (15) days from the date of issuance of the request for negotiation. Any agreement based on the negotiation shall supersede the quoted price by the bidder in commercial proposal.
- e. After acceptance of LoI Performance Security shall be deposited as specified in this document for signing an Agreement with Chhattisgarh Environment Conservation Board (CECB).

**Special Condition for Awarding the Agreement:**

Chhattisgarh Environment Conservation Board (CECB) will sign the Agreement with Successful Bidder for a period of 4 months Implementation and 12 months warranty support without additional cost and 36 months of Maintenance support post warranty on the installed furniture and equipment.

**4.16. Confidentiality**

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.

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.

At all times 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 these tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

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.

The obligations of confidentiality under this section shall survive rejection of the contract.

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.

The bidder should not use the Project data for any purpose other than the scope of work specified in the document and added/ amended before signing the contract.

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.

Bidder shall not disclose to anyone, any information marked as confidential and communicated or made available or accessible by the firm during execution of the work.

#### **4.17. Execution of Agreement**

After acknowledgement of the LoI by the selected bidder, a performance security of 5% of contract value has to be deposit in the form of FDR/ TDR/ DD/ BG of any nationalized/ Scheduled Bank in the name of The Member Secretary, Chhattisgarh Environment Conservation Board (CECB), Raipur, till the completion of the project and shall sign the Agreement with in Twenty one days from the issue of LoI.

#### **4.18. Duration of the contract:**

The CONTRACT shall be valid for a period of 4 months Implementation and 12 months warranty support without additional cost and 36 months of Maintenance support post warranty on the installed furniture and equipment.

#### **4.19. Terms and Conditions: Applicable Post Award of Contract**

##### **4.19.1. Termination Clause**

###### **a. Right to Terminate the Process**

Chhattisgarh Environment Conservation Board (CECB) reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by Chhattisgarh Environment Conservation Board (CECB) under the following circumstances:

- The selected bidder commits a breach of any of the terms and conditions of the bid. The bidder goes into liquidation, voluntarily or otherwise.

- An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- If the selected bidder fails to complete the assignment as per the timelines prescribed in the TENDER and the extension if any allowed, it will be a breach of contract. The Chhattisgarh Environment Conservation Board (CECB) reserves its right to cancel the order in the event of delay and forfeit the bid security a liquidated damages for the delay.
- If deductions of account of liquidated damages /Penalty exceeds more than 10% of the total contract price.
- In case the selected bidder fails to deliver the services as stipulated in the delivery schedule, Chhattisgarh Environment Conservation Board (CECB) reserves the right to procure the same or similar services from alternate sources at the risk, cost and responsibility of the selected bidder. After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, Chhattisgarh Environment Conservation Board (CECB) reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which Chhattisgarh Environment Conservation Board (CECB) may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- Chhattisgarh Environment Conservation Board (CECB) reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.

**b. Consequences of Termination**

- In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], Chhattisgarh Environment Conservation Board (CECB) shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from the termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.
- Nothing herein shall restrict the right of Chhattisgarh Environment Conservation Board (CECB) to invoke the Chhattisgarh Environment Conservation Board (CECB) guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such

other rights and/or remedies that may be available Chhattisgarh Environment Conservation Board (CECB) under law or otherwise.

- The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

#### **4.20. Penalty**

The Bidder shall perform its obligations under the agreement entered into with the Chhattisgarh Environment Conservation Board (CECB), in a professional manner. In the event of failure to maintain the SLAs, penalty would be levied up to a maximum of 10% of the total cost.

Chhattisgarh Environment Conservation Board (CECB) may recover such amount of penalty from any payment being released to the Bidder, irrespective of the fact whether such payment is relating to this contract or otherwise.

If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Chhattisgarh Environment Conservation Board (CECB) has to take corrective actions to ensure functionality of its property, the Chhattisgarh Environment Conservation Board (CECB) reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures. Chhattisgarh Environment Conservation Board (CECB) may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of Bidder.

Chhattisgarh Environment Conservation Board (CECB) shall implement all penalty clauses after giving due notice to the bidder.

If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Chhattisgarh Environment Conservation Board (CECB) reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.

##### **4.20.1. Dispute Resolution Mechanism**

The Bidder and the Chhattisgarh Environment Conservation Board (CECB) shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b. Matter will be referred for negotiation between Officer nominated by Chhattisgarh Environment Conservation Board (CECB) and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

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

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

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

#### **4.20.2. Notices**

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing, e-mail or Facsimile. A notice shall be effective when delivered or tendered to other party whichever is earlier.

#### **4.20.3. Force Majeure**

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or Chhattisgarh Environment Conservation Board (CECB) as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in

writing of such causes. The bidder or Chhattisgarh Environment Conservation Board (CECB) shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

**4.20.4. Failure to agree with Terms and Conditions of the TENDER**

Failure of the successful bidder to agree with the Terms & Conditions of the TENDER shall constitute sufficient grounds for the annulment of the award, in which event Chhattisgarh Environment Conservation Board (CECB) may award the contract to the next best value bidder or call for new proposals from the interested bidders or invoke the PBG of the most responsive bidder.

**4.21. 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.

**4.22. Service Level Agreement (SLA)**

Penalties shall not be levied on the successful bidder in the event of force Majeure affecting the SLA which is beyond the control of the successful bidder. The following is the table providing the indicative SLA for the project:

<b>Sl</b>	<b>SLA Description</b>	<b>Criteria</b>
1	<b>Design of the Lab Furniture in accordance with the installation of respective equipment</b>	Within 45 days from the date of placement of Work order/ Agreement by Chhattisgarh Environment Conservation Board (CECB)
2	<b>Installation of the Furniture and fixtures fulfilling the requirement of the Lab functions.</b>	Within 120 days from the date of placement of Work order/ Agreement by Chhattisgarh Environment Conservation Board (CECB)
3	<b>Maintenance</b>	Resolution within 48 hours from reporting the issue to the designated person by Chhattisgarh Environment Conservation Board (CECB) representative.

#### **4.23. Right of monitoring, inspection and periodic audit**

The Chhattisgarh Environment Conservation Board (CECB) reserves the right to inspect and monitor / assess the progress / performance at any time during the course of the installation. The Chhattisgarh Environment Conservation Board (CECB) may demand, and upon such demand being made, the selected bidder shall provide with any document, details, material or any other information required to assess the progress of the project.

The Chhattisgarh Environment Conservation Board (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 Chhattisgarh Environment Conservation Board (CECB) and the Selected Bidder undertakes to cooperate with and provide to the Chhattisgarh Environment Conservation Board (CECB) / any other Consultant/ Agency appointed by the Chhattisgarh Environment Conservation Board (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 Chhattisgarh Environment Conservation Board (CECB) may, without prejudice to any other rights that it may have, issue a notice of default.

#### **4.24. Chhattisgarh Environment Conservation Board (CECB)'s Obligations**

The Chhattisgarh Environment Conservation Board (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. Chhattisgarh Environment Conservation Board (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.

#### **4.25. 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 Chhattisgarh Environment Conservation Board (CECB), out of premises, without prior written permission from the Chhattisgarh Environment Conservation Board (CECB).

The Selected Bidder shall, upon termination of this agreement for any reason, or upon demand by Chhattisgarh Environment Conservation Board (CECB), whichever is earliest, return any and all information provided to the Selected Bidder by Chhattisgarh Environment Conservation Board (CECB), including any copies or reproductions, both hard copy and electronic.

#### **4.26. Indemnity**

The Selected Bidder shall execute and furnish to the CECB, a Deed of Indemnity in favour of the Chhattisgarh Environment Conservation Board (CECB), in a form and manner acceptable to CECB, indemnifying

Chhattisgarh Environment Conservation Board (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:

- Negligence or wrongful act or omission in connection with or incidental to this Contract; or
- 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 project cost in favour of the Chhattisgarh Environment Conservation Board (CECB).

#### 4.27. Milestone, Timeline and Payment Schedule

##### 4.27.1. Total Cost of Services

The total cost of the Services payable is set forth as per the successful bidder proposal to Chhattisgarh Environment Conservation Board (CECB) and as negotiated thereafter and issuance of work order/Agreement. Payments under this Contract shall not exceed the amount specified in Commercial proposal filled in e-Procurement portal.

##### 4.27.2. Payment Milestones and Timeline

SI	Milestone	Timeline (with reference to Project Award date)	% of Payment	Basis of Approval
1	Design of the Lab Furniture	Within 30 Days	10%	Approval of the final design by CECB
2	Supply of Material	Within 60 Days	40%	Quality and Quantity as per the design and approved by CECB
3	Commissioning of the installation of proposed Lab Furniture as per approved design	Within 90 Days	25%	Approved by CECB
4	Handover of the finished Lab Furniture	Within 120 Days	25%	Approved by CECB
<b>Annual Maintenance Contract</b>				
1	Annual Maintenance contract for 36 months post warranty period of 12 months	Yearly	33.33%	Completion of AMC per year

- a. All payments will be made in INR only.
- b. No advance will be paid, or no letter of credit will be issued.
- c. The payment will be subject to fulfilment of warranty obligations.
- d. The Duties and Taxes as applicable at the time of supply within the Delivery Schedule specified in the Tender will be paid.

- e. In case, the Duties and/or Taxes have been reduced retrospectively, the successful bidder is liable to return the same.
- f. The Successful Bidder will have full and exclusive liability for payment of all Duties, Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc. now or hereafter imposed.
- g. Payment shall be made within 30 days of the submission of invoices.

#### **4.28. Events of Default by the Selected Bidder**

The failure on the part of the Selected Bidder to perform any of its obligations or comply with any of the terms of this contract shall constitute an Event of Default on the part of the Selected Bidder. The events of default as mentioned above may include inter-alia the following:

- The Selected Bidder has failed to perform any instructions or directives issued by the Chhattisgarh Environment Conservation Board (CECB) which it deems proper and necessary to execute the scope of work under the Contract, or
- The Selected Bidder has failed to adhere to any of the key performance indicators as laid down in the Service Level Agreement / Contract, or if the Selected Bidder has fallen short of matching such standards/targets as Chhattisgarh Environment Conservation Board (CECB) may have designated with respect to any task necessary for the execution of the scope of work under this Contract. The above-mentioned failure on the part of the Selected Bidder may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by Chhattisgarh Environment Conservation Board (CECB);
- The Selected Bidder has failed to remedy a failure to perform its obligations in accordance with the specifications issued by the Chhattisgarh Environment Conservation Board (CECB), despite being served with a default notice which laid down the specific deviance on the part of the selected Bidder to comply with any stipulations or standards as laid down by the Chhattisgarh Environment Conservation Board (CECB); or
- The Selected Bidder / Bidder's Team has failed to conform to any of the Service/Facility Specifications/standards as set out in the scope of work of this Tender document or has failed to adhere to any amended direction, modification or clarification as issued by the Chhattisgarh Environment Conservation Board (CECB) during the term of this Contract and which the Chhattisgarh Environment Conservation Board (CECB) deems proper and necessary for the execution of the scope of work under this Contract;
- The Selected Bidder has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Proposal, the Tender and this Contract.
- There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Selected Bidder.
- The Selected Bidder / Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.

- Where there has been an occurrence of such defaults inter alia as stated above, the Chhattisgarh Environment Conservation Board (CECB) shall issue a notice of default to the Selected Bidder, setting out specific defaults/ deviances/ omissions and providing a notice of Sixty days to enable such defaulting party to remedy the default committed.
- Where despite the issuance of a default notice to the Selected Bidder by the Chhattisgarh Environment Conservation Board (CECB) and the Selected Bidder fails to remedy the default to the satisfaction of the Chhattisgarh Environment Conservation Board (CECB), the Chhattisgarh Environment Conservation Board (CECB) may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Chhattisgarh Environment Conservation Board (CECB).

#### **4.29. Liquidated Damages**

Subject to clause for Force Majeure, if the bidder fails to complete the services under Project scope of work before the scheduled completion date or the extended date or if the Selected Bidder repudiates the contract before completion of the work, the Chhattisgarh Environment Conservation Board (CECB), at its discretion, may without prejudice to any other right or remedy available to it under the contract, recover a maximum of 10 percent of the project cost from the Selected Bidder, as Liquidated Damages (LD).

In case it leads to termination, Chhattisgarh Environment Conservation Board (CECB) shall give thirty days' notice to the Selected Bidder of its intention to terminate the contract and shall so terminate the contract unless during the thirty days' notice period, the Selected Bidder initiates remedial action acceptable to the Chhattisgarh Environment Conservation Board (CECB).

The Chhattisgarh Environment Conservation Board (CECB) may without prejudice to its right to affect recovery by any other Method, deduct the amount of liquidated damages from any money belonging to the Selected Bidder in its hands (which includes the Chhattisgarh Environment Conservation Board (CECB) right to claim such amount against Selected Bidder's Bank Guarantee) or which may become due to the Selected Bidder. Any such recovery or liquidated damages shall not in any way relieve the Selected Bidder from any of its obligations to complete the work or from any other obligations and liabilities under the Contract.

#### **4.30. Dispute Resolution**

The Chhattisgarh Environment Conservation Board (CECB) and the Selected Bidder shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.

If even after thirty (30) days from the commencement of such direct informal negotiations, the Chhattisgarh Environment Conservation Board (CECB) and the Selected Bidder are unable to resolve amicably a contract dispute,

either party may require that the dispute be referred for resolution to the formal mechanism specified in clauses below.

- In the case of a dispute or difference arising between the Chhattisgarh Environment Conservation Board (CECB) and the Selected Bidder relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of Arbitrator as indicated in this TENDER. The award of the Arbitrator shall be final and binding on the parties.
- The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings.
- The venue of arbitration shall be the Raipur, India.
- The Chhattisgarh Environment Conservation Board (CECB) may terminate this contract, by giving a written notice of termination of minimum thirty days, to the Selected Bidder, if the Selected Bidder fails to comply with any decision reached consequent upon arbitration proceedings pursuant to above Clause.

**4.31. Continuance of the Contract:**

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

**4.32. Conflict of interest**

The Bidder shall disclose to Chhattisgarh Environment Conservation Board (CECB) in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor the Bidders team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

**4.33. 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.

**4.34. Governing Language**

The Agreement shall be written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

**4.35. “No Claim” Certificate**

The Selected Bidder shall not be entitled to make any claim, whatsoever against Chhattisgarh Environment Conservation Board (CECB), under or by virtue of or arising out of, the contract, nor shall Chhattisgarh Environment Conservation Board (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 it after the work is finally accepted.

**4.36. 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.

**4.37. GENERAL**

**4.37.1. Relationship between the Parties**

- a. Nothing in the Contract constitutes any fiduciary relationship between the Chhattisgarh Environment Conservation Board (CECB) and Selected Bidder/ Bidder's Team or any relationship of employer employee, principal and agent, or partnership, between the Chhattisgarh Environment Conservation Board (CECB) and Selected Bidder.
- b. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.
- c. Chhattisgarh Environment Conservation Board (CECB) will not be under any obligation to the Implementation Agency's Team except as agreed under the terms of the Contract.

**4.37.2. No Assignment**

The Selected Bidder shall not transfer any interest, right, benefit or obligation under the contract without the prior written consent of Chhattisgarh Environment Conservation Board (CECB).

**4.37.3. Survival**

The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless Chhattisgarh Environment Conservation Board (CECB) notifies the Selected Bidder of its release from those obligations.

**4.37.4. Entire Contract**

- a. The terms and conditions laid down in the Tender and all annexures thereto as also the Proposal and any attachments/ annexes thereto shall be read inconsonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

**4.37.5. Governing Law**

This contract shall be governed in accordance with the laws of India.

**4.37.6. Jurisdiction of Courts**

The High Court bench at Bilaspur, Chhattisgarh has exclusive jurisdiction to determine any proceeding in relation to the Contract.

**4.37.7. Compliance with Laws**

The Selected Bidder shall comply with the laws in force in India in the course of performing the Contract.

**4.37.8. Notice**

A —notice means:

a notice; or

A consent, approval or other communication required to be in writing under the Contract. All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To,  
The MEMBER SECRETARY,  
Chhattisgarh Environment Conservation Board (CECB),  
Paryavas Bhavan, North Block Sector-19,  
Atal Nagar-Nava Raipur, Chhattisgarh 492002  
E-mail:  
Website:

To Selected Bidder at:

Attn:

Address:

[Phone:]

[Fax:]

Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative's Party.

#### **4.37.9. Waiver**

- a. Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.
- b. A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.
- c. The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

#### **4.37.10. Modification**

Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.

#### **4.37.11. Taxes**

- a. Bidders are required to quote the charges inclusive of all Taxes. The same would be shown as a separate line item in the commercial form in e-procurement portal.
- b. Any upward/downward revision of taxes shall be applicable at the time of invoicing. However, to arrive at the bid value of the respective bidder, bidder has to quote the charges inclusive of all taxes mentioning the prevailing tax rates.

#### **4.37.12. Application**

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

#### 4.38. Fraud and Corrupt Practices

- 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 Chhattisgarh Environment Conservation Board (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 Chhattisgarh Environment Conservation Board (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 Chhattisgarh Environment Conservation Board (CECB) under Clause above and the rights and remedies which the Chhattisgarh Environment Conservation Board (CECB) may have under the LoI 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 LoI 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 Chhattisgarh Environment Conservation Board (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.
- For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them.

**“Corrupt practice” means**

- a. 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 LoI or has dealt with matters concerning the Agreement or arising there from, 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
- b. save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoI 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 LoI or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Chhattisgarh Environment Conservation Board (CECB) in relation to any matter concerning the Project;

**“Fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.

**“Coercive practice”** mean 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;

**“undesirable practice” means**

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

**“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.

#### **Arbitration**

Chhattisgarh Environment Conservation Board (CECB) and the selected bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations, Chhattisgarh Environment Conservation Board (CECB) and the selected Bidder have been unable to amicably resolve the dispute, either party may require that the dispute be referred for resolution to Secretary, Government of Chhattisgarh, Department of Housing and Environment, as single party Arbitrator in accordance with the Arbitration and Conciliation Act, 1996. Decision of arbitrator shall be final and binding to all parties. All Arbitration proceedings shall be held at Raipur, Chhattisgarh, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

#### **4.39. Terms of Payment**

The Successful Bidder shall bear their own costs of any Site Survey, Conveyance, audits and inspections etc. The terms of payment are inclusive of any costs of the solution.

#### **4.40. Obligations**

The Successful Bidder shall be obliged to implement any proposed changes once approval in accordance with Article above has been given, with effect from the date agreed for implementation.

**4.41. Award of Contract**

The proposals will be ranked in terms of the Overall Scores obtained from Highest to Lowest. The bidder with the highest overall score will be considered for award of contract.

**4.42. Notification of Award**

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

**4.43. Contract Period**

The Successful bidder shall sign contract with the Chhattisgarh Environment Conservation Board (CECB) for a period of 4 months Implementation and 12 months warranty support without additional cost and 36 months of Maintenance support post warranty on the installed furniture and equipment.

## **5. SCOPE OF WORK**

### **5.1. Objective**

- a. Design laboratory furniture that is ergonomically sound, aesthetically appropriate, and aligned with the infrastructure layout and equipment to be installed.
- b. Ensure timely and quality-controlled supply and installation of all furniture and related accessories in line with approved designs and technical specifications.
- c. Enhance the functionality and operational efficiency of the Central Environment Laboratory through modular, adaptable, and technology-compatible laboratory infrastructure
- d. Facilitate long-term usage and upkeep through a structured maintenance program and Annual Maintenance Contract (AMC) post the warranty period.
- e. Maintain adherence to applicable national and international standards (e.g., ISO, BIS, NABL requirements) for laboratory safety, quality, and performance.

### **5.2. Scope of work**

The scope of work necessarily, but not exclusively includes the following activities:

#### **5.2.1. Furniture Design and Planning**

- a. Design modular, chemical-resistant laboratory furniture suited for environmental testing and sampling.
- b. Conduct measurements of space, utility points (electrical, water, gas lines, etc.), ventilation, and safety provisions to ensure seamless furniture integration
- c. Ensure compatibility with all planned machines and equipment (to be provided by CECB).
- d. Submit detailed AutoCAD/3D layout drawings for approval before execution.
- e. Incorporate ergonomics, safety standards (IS/BIS/ISO/NABL norms), and material durability into the design.
- f. Include provisions for future scalability and modular expansion.

#### **5.2.2. Bill of Materials (BoM) Preparation**

- a. Provide a detailed BoM including all furniture components, fittings, fixtures, accessories, and consumables.
- b. Include make, specifications, and warranty details of materials offered.

#### **5.2.3. Supply of Laboratory Furniture and Accessories**

- a. Supply all designed laboratory furniture as per the approved BoM and drawing.
- b. Use high-quality, corrosion-resistant, non-reactive, and fire-retardant materials suited for lab environments (e.g., GI powder-coated structures, granite tops, polypropylene sinks, etc.).
- c. Include accessories such as storage cabinets, reagent racks, fume hood tables (if required), pedestal drawers, sink units, etc.

#### **5.2.4. Erection and Commissioning**

- a. Execute the installation of furniture at site as per the approved drawings.
- b. Ensure coordination with electrical/plumbing/civil contractors to avoid clashes in utility alignment.
- c. Install all components securely, levelled, and finished for use.
- d. Conduct final quality checks and joint inspection with CECB officials.

#### **5.2.5. Testing and Certification**

- a. Perform stability, load-bearing, and chemical-resistance tests of installed furniture.
- b. Provide certificates of conformity and warranty documents post commissioning.

#### **5.2.6. User Training and Handover**

- a. Provide operational guidance and maintenance instructions to lab staff and CECB engineers.
- b. Submit user manuals, drawings, and warranty cards.

#### **5.2.7. Warranty and Post-Warranty Support**

- a. Offer a minimum 1-year warranty from the date of successful commissioning.
- b. Provide Comprehensive Annual Maintenance Contract (AMC) support for 3 years post-warranty, including:
  - c. Preventive maintenance visits (minimum 2 per year)
  - d. Unlimited breakdown maintenance calls
  - e. Replacement of defective hardware (excluding consumables)

#### **5.2.8. Documentation**

- a. Submit detailed installation report with photographs and checklist.
- b. Provide project closure report, BoQ reconciliation, and handover certificate.

#### **5.2.9. Compliance and Safety**

- a. All furniture must comply with BIS/ISO/NABL standards applicable for environmental laboratories.
- b. Fire safety, chemical resistance, and electrical safety considerations must be adhered to.
- c. Ensure environmentally friendly practices in packaging and disposal of installation waste.

## **6. Penalty**

The penalty will be imposed as below:

- i. On delivery and Installation of furniture or material: All the items as per approved design of furniture should be delivered & installed within 120 days at specified location from the date of placement of Work order/Agreement by Chhattisgarh Environment Conservation Board (CECB), any delay will attract penalty of 0.5% of the undelivered item value per week up to a maximum of 5% and the penalty shall be deducted from final amount payable by Chhattisgarh Environment Conservation Board (CECB) against the Work Order.
- ii. During warranty & support Period:
  - a. During the warranty phase, the installed furniture shall be functioning well and any issue with the installed furniture/ component shall be replaced/ repaired without any addition cost to CECB. Any delay in repair beyond 72 hours shall be liable for penalty of Rs. 1,000/- per day.
  - b. The successful bidder should replace/ repair the faulty component/ part/ furniture shall be replaced and resolve issues within 72 hours from placing the call by Chhattisgarh Environment Conservation Board (CECB) representative. If bidders fail to repair/replace the faulty component/ part/ furniture issues will attract penalty Rs. 500 per day per issues raised and Maximum of 25% of AMC amount.
- iii. Maximum Penalty: The maximum penalty under this agreement shall not exceed 10% of the total order value. In such a case, the client reserves the right to terminate the contract at its discretion without any liability and forfeit the Performance Bank Guarantee (PBG) submitted.

## **7. Project Timelines**

The identified bidder should supply, erect and install the required solution within 4 months from the date of signing of agreement, followed by 3 years of support. Refer to Sec. 4.26.2 for Project Milestone timeline.

## **8. Contract Agreement:**

The Contract Agreement shall be signed by the Chhattisgarh Environment Conservation Board (CECB) with the Successful Bidder upon submission of Performance Bank Guarantee by the bidder to the User Department.

## **ANNEXURE- 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 (CECB)  
Paryavas Bhavan, North Block Sector-19,  
Atal Nagar-Nava Raipur, Chhattisgarh 492002  
E-mail:

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 \_\_\_\_\_ 2024.

Signature and Seal of the Bidder

## ANNEXURE- II

### PRICE SCHEDULE

(To be filled online in e-Procurement portal only. If any bidder will upload the financial proposal in Envelope A or B than bid shall be rejected)

To,  
Member Secretary  
Chhattisgarh Environment Conservation Board (CECB)  
Paryavas Bhavan, North Block Sector-19,  
Atal Nagar-Nava Raipur, Chhattisgarh 492002  
E-mail:

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

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

Sl	Item	Qty (Q)	Price per Unit (P)	Taxes per Unit (T)	Unit Price inclusive of Taxes (U=P+T)	Total Amount in INR (TA=U*Q)
1	Material for Furniture with Installation Charges	Lumpsum				
2	Annual Maintenance Contract	Lumpsum				

2. All quoted prices should be inclusive of all taxes and duties prevailing on the date of proposal submission.
3. The bidder should quote above items inclusive of installation and commissioning at site location.
4. The Chhattisgarh Environment Conservation Board (CECB) may increase/decrease the any of the above quantity at the time of issuance of LoI/Agreement.
5. Since the price proposal is in INR, Chhattisgarh Environment Conservation Board (CECB) shall not consider any upward variation/fluctuation on account of any foreign exchange at any time during the currency of the contract.
6. Prices are valid for a period of 180 Days from date of submission of Bid.
7. Other than what is given above, the bidder is expected to account for any other deliverable to make the services successful and will be considered for commercial evaluation.

Note:

- a. The Bidders may prepare their bid form as per this Performa mentioned in e-Procurement Portal.
- b. No change in the Performa is permissible.

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

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2024

(Signature and seal of manufacturer/ bidder)

## ANNEXURE-III

### PROFORMA OF PERFORMANCE BANK GUARANTEE

(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;

To,  
Member Secretary  
Chhattisgarh Environment Conservation Board (CECB)  
Paryavas Bhavan, North Block Sector-19,  
Atal Nagar-Nava Raipur, Chhattisgarh 492002  
E-mail:

In favour of The Member Secretary of Chhattisgarh Environment Conservation Board (CECB), Raipur, having its office at Paryavas Bhavan, North Block Sector-19, Atal Nagar-Nava Raipur, Chhattisgarh 492002 (hereinafter called —Member Secretary, Chhattisgarh Environment Conservation Board (CECB), Raipur 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 \_\_/\_\_/2024 issued by Member Secretary, Chhattisgarh Environment Conservation Board (CECB), Raipur, and selected M/s \_\_\_\_\_ (hereinafter referred to as the Bidder) for the Agreement by Member Secretary, Chhattisgarh Environment Conservation Board (CECB), Raipur as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the Member Secretary, Chhattisgarh Environment Conservation Board (CECB), Raipur and Bidder. 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 (CECB), Raipur an amount not exceeding ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) within 7 (seven) days of receipt of a written demand therefore from Member Secretary, Chhattisgarh Environment Conservation Board (CECB) Raipur stating that the Bidder has failed to fulfil its obligations as stated in Clause 1 above.

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 (CECB) Raipur is 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 Member Secretary, Chhattisgarh Environment Conservation Board (CECB), Raipur, Government of Chhattisgarh under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from Member Secretary, Chhattisgarh Environment Conservation Board (CECB) Raipur 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 (CECB) Raipur.

In order to give effect to this Guarantee, Member Secretary, Chhattisgarh Environment Conservation Board (CECB), Raipur 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 (CECB), Raipur 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 (CECB), Raipur 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 (CECB), Raipur or any indulgence by Member Secretary, Chhattisgarh Environment Conservation Board (CECB), Raipur 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-IV

### PRE-CONTRACT INTEGRITY PACT

Scanned copy of original (duly signed by bidder) as part of Technical Proposal to uploaded Online - (Envelope B –Online)

#### 1. GENERAL

- 1.1. This pre-bid contract Agreement (hereinafter called the Integrity Pact) is made on ..... day of the month ..... 20..... between, the Government of Chhattisgarh acting through Shri. .... (Designation of the officer, Department) Government of Chhattisgarh (hereinafter called the "TENDERING AUTHORITY", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure (name of the Stores/Equipment/Work/Service) and M/s ..... represented by Shri..... (hereinafter called the "BIDDER/Seller", which expression shall mean and include, unless the context otherwise requires, his successors an permitted assigns) and the Second Party, is willing to offer/ has offered.
- 1.2. WHEREAS the BIDDER is a Private Company/Public Company/ Government Undertaking/ Partnership firm, constituted in accordance with the relevant law in the matter and the TENDERING AUTHORITY is a Ministry/ Department of the Government, performing its function on behalf of the Government of Chhattisgarh.
2. NOW, THEREFORE, the TENDERING AUTHORITY and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:
  - 2.1. Enabling the TENDERING AUTHORITY to obtain the desired Stores/ Equipment/ Work/ Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
  - 2.2. Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the TENDERING AUTHORITY will commit to prevent corruption, in any form, by its official by following transparent procedures.
3. COMMITMENTS OF THE TENDERING AUTHORITY The TENDERING AUTHORITY commits itself to the following:
  - 3.1. The TENDERING AUTHORITY undertakes that no official of the TENDERING AUTHORITY, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 3.2. The TENDERING AUTHORITY will, during the pre-contract stage, treat Bidders alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.
- 3.3. All the officials of the TENDERING AUTHORITY will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the TENDERING AUTHORITY with the full and verifiable facts and the same prima fade found to be correct by the TENDERING AUTHORITY, necessary disciplinary proceedings, or any other action as deemed, fit, including criminal proceedings may be initiated by the TENDERING AUTHORITY and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the TENDERING AUTHORITY the proceedings under the contract would not be stalled.

#### **4. COMMITMENTS OF BIDDERS**

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

- 4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the TENDERING AUTHORITY, 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.
- 4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the TENDERING AUTHORITY 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 dis-favour to any person in relation to the contract or any other contract with the Government.
- 4.3. The BIDDER further confirms and declares to the TENDERING AUTHORITY that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the TENDERIN AUTHORITY or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to

or intends to make to officials of the TENDERING AUTHORITY or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the TENDERING AUTHORITY as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9. The BIDDER shall not instigate or cause to instigate any third person to commit another acts mentioned above.

## **5. PREVIOUS TRANSGRESSION**

- 5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 5.2. If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **6. EARNEST MONEY (SECURITY DEPOSIT)**

- 6.1. Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the TENDERING AUTHORITY through any of the following instruments:
  - a. Bank Draft or a Pay Order in favour of.....
  - b. A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the..... (TENDERING AUTHORITY) ..... on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the TENDERING AUTHORITY shall be treated as conclusive proof of payment.
  - c. Any other mode or through any other instrument (to be specified in the RFP).
- 6.2. The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and TENDERING AUTHORITY, including warranty period, whichever is later.
- 6.3. In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of

Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the TENDERING AUTHORITY to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

## **7. SANCTIONS FOR VIOLATIONS**

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

- a. 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.
- b. To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the TENDERING AUTHORITY and the TENDERING AUTHORITY shall not be required to assign any reason therefore.
- c. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- d. To recover all sums already paid by the TENDERING AUTHORITY, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the TENDERING AUTHORITY in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- e. 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 TENDERING AUTHORITY, along with interest.
- f. To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the TENDERING AUTHORITY resulting from such cancellation/rescission and the TENDERING AUTHORITY shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- g. To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the TENDERING AUTHORITY.
- h. To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broken with a view to securing the contract.
- i. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the TENDERING AUTHORITY with the BIDDER, the same shall not be opened.
- j. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of

the TENDERING AUTHORITY, or alternatively, if any close relative of an officer of the TENDERING AUTHORITY has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the TENDERING AUTHORITY to rescind the contract without payment of any compensation to the BIDDER. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

k. 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 TENDERING AUTHORITY, and if he does so, the TENDERING AUTHORITY shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the TENDERING AUTHORITY resulting from such rescission and the TENDERING AUTHORITY shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

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

## **8. FALL CLAUSE**

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

## **9. INDEPENDENT MONITORS**

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

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

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

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall

be under contractual obligation to treat the information and documents of the BIDDER/Sub Selected Bidder(s) with confidentiality.

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

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

**10. FACILITATION OF INVESTIGATION**

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

**11. LAW AND PLACE OF JURISDICTION**

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

**12. OTHER LEGAL ACTIONS**

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

**13. VALIDITY**

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 3 years or the complete execution of the contract to the satisfaction of both the TENDERING AUTHORITY and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

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

TENDERING AUTHORITY BIDDER

Name of the Officer:

Designation:

Witness

1)..... 1).....

2)..... 2).....

Witness

## **ANNEXURE-V**

### **DECLARATION FOR NOT BLACKLISTED**

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

Date .....

To,  
Member Secretary  
Chhattisgarh Environment Conservation Board (CECB)  
Paryavas Bhavan, North Block Sector-19,  
Atal Nagar-Nava Raipur, Chhattisgarh 492002  
E-mail:

Dear Sir,

Ref.: Tender No.

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

Signature of Bidder:

Designation:

Seal:

Name:

Place:

Date:

## ANNEXURE-VI

### 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)

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 (CECB), having its office at Paryavas Bhavan, North Block Sector-19, Atal Nagar-Nava 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 —“ Selection of Agency for Design, Supply, Installation and Maintenance of Lab Furniture for Central Environmental Laboratory in Nava Raipur Atal Nagar, Raipur, Invitation for Tender Document No \_\_\_\_\_ dated \_\_\_\_\_ issued by Chhattisgarh Environment Conservation Board (CECB) 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 (CECB), the Bidder is required to furnish to Chhattisgarh Environment Conservation Board (CECB) an unconditional and irrevocable Bank Guarantee for an amount of ₹25,00,000 (INR Twenty Five Lakh 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 (CECB) an amount not exceeding INR 25,00,000 (INR Twenty Five Lakh 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 (CECB) 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 hundred and 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 (CECB).
4. We..... Bank further agree that Chhattisgarh Environment Conservation Board (CECB) 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 (CECB) in this regard shall be final and binding on us, notwithstanding any differences between Chhattisgarh Environment Conservation Board (CECB) and the said Bidder and/or any dispute between Chhattisgarh Environment Conservation Board (CECB) and the Bidder pending before any Court, Tribunal, Arbitrator or any other authority.
5. Chhattisgarh Environment Conservation Board (CECB) 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 (CECB) and the bank shall not be released from its liability under these presents by any exercise by Chhattisgarh Environment Conservation Board (CECB) 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 (CECB) or any indulgence by Chhattisgarh Environment Conservation Board (CECB) 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 (CECB) 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 (CECB) 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 (CECB) 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 \_\_\_\_\_ 2024

## ANNEXURE-VII

### Format for Power of Attorney

(To be provided in original as part of online Envelope-B: 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 Agency for Design, Supply, Installation and Maintenance of Lab Furniture for Central Environmental Laboratory in Nava Raipur Atal Nagar, Raipur”, vide Invitation for Tender (Tender Document) Document dated \_\_\_\_\_, issued by The Member Secretary, Chhattisgarh Environment Conservation Board (CECB), Paryavas Bhavan, North Block Sector-19, Atal Nagar-Nava, Raipur, 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 (CECB), Raipur or any governmental authority, representing us in all matters before Chhattisgarh Environment Conservation Board (CECB), Paryavas Bhavan, North Block Sector-19, Atal Nagar-Nava 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-VIII

### 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.

#### 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 eProcurement 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.

## **ANNEXURE-IX**

### **Format for Certifying that Online & Offline Documents are identical**

(To be provided in original as part of online Envelope-B: Technical Proposal by all consortium partners)

Date.....

To,  
Member Secretary  
Chhattisgarh Environment Conservation Board (CECB)  
Paryavas Bhavan, North Block Sector-19,  
Atal Nagar-Nava Raipur, Chhattisgarh 492002  
E-mail:

Dear Sir,

Ref.: E-Tender No.

We ..... <Name of the bidder> hereby submit one set of original documents of our proposal (except the financial proposal) in response to notice inviting tender date ..... and tender document no. .... and confirm that :

1. Online and Offline documents are identical.
2. In case of discrepancies in online & offline documents, Online Documents would be considered valid.
3. Offline Documents does not include Financial Proposal. In case, it contains the Financial Proposal, our bid will be summarily rejected.

Signature of Bidder:

Place:

Name:

Date:

Designation:

Seal: