

**OPEN COMPETITIVE BIDDING FOR
SUPPLY, INSTALLATION AND COMMISSIONING OF EDXRF
SPECTROMETER AND MERCURY ANALYZER FOR THE
LABORATORIES OF THE
CENTRAL POLLUTION CONTROL BOARD, DELHI**

Tender No.:C-47011/OCB/EPC/2021-22/Mat.



**Central Pollution Control Board
(Ministry of Environment Forests & Climate Change)
Parivesh Bhawan, East Arjun Nagar.
Delhi – 110032. India
Tel. Nos. 22308202, 43102030 – Extn.242, 243**

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Section-I

NOTICE INVITING TENDER (NIT) THROUGH E-PROCUREMENT

TenderNo.C-47011/OCB/EPC/2021-22/Mat.

Dated: 11.03.2022

- 1.1 Central Pollution Control Board (CPCB), Parivesh Bhawan, East Arjun Nagar, Delhi-110032 invites open e-tenders for Supply, Installation and Commissioning of EDXRF Spectrometer And Mercury Analyzer for use in analytical works of various Laboratories of Central Pollution Control Board, Govt of India. The Tender Documents will be available on official website www.cpcb.gov.in and on www.eprocure.gov.in
- 1.2 Details of the goods required, specifications, eligibility and pre-qualifications to bid and instructions on how to bid and other details are available in the Tender Document which can be downloaded from www.eprocure.gov.in, or www.cpcb.gov.in.
- 1.3 Interested Bidders may download the Tender Documents and submit their tenders online, only at Central Public Procurement Portal website: <https://eprocure.gov.in/eprocure/app>.
- 1.4 In lieu of the EMD, the bidders will have to submit a Bid Security Declaration as per Form-4 given in this tender.

CRITICAL DATE SHEET

Description	Date	Time
Date of Publishing	11.03.2022	1500 hrs
Bid Document Download/Sale Start Date	11.03.2022	1500 hrs
Clarification Start Date	11.03.2022	1500 hrs
Clarification End Date	17.03.2022	1500 hrs
Pre-Bid Meeting	22.03.2022	1500 hrs
Uploading of Minutes/ Clarifications/ Corrigendum on CPP Portal	25.03.2022	1500 hrs
Bid Submission Start Date	25.03.2022	1500 hrs
Bid Submission End Date	18.04.2022	1500 hrs
Technical Bid Opening Date	20.04.2022	1500 hrs
Financial Bid Opening Date	Will be intimated after Technical Evaluation	

- 1.5 Make in India purchase preference will be given to the Class-I Local Tender as per the Department for Promotion of Industry and Internal Trade (DIPPIT), Ministry of Commerce & Industry, Govt of India order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020
- 1.6 The undersigned reserves the right to withdraw, modify and/or cancel the tender without assigning any reasons whatsoever.

-sd-
Member Secretary
CPCB, Delhi

TABLE - 1

Srl No.	Type of Equipment/Instrument	Total Number of Units required	Delivery Locations	Earnest Money Deposit (EMD)
1.	EDXRF Spectrometer	2	CPCB Delhi	Nil. The bidder must submit Bid Security Declaration Form.
2.	Mercury Analyzer	1	CPCB Delhi	Nil. The bidder must submit Bid Security Declaration Form.

SECTION - II
INSTRUCTIONS TO BIDDERS

2.1 Introduction

2.1.1 Central Pollution Control Board (CPCB) invites e -tenders from eligible and qualified Bidders for Supply, Installation and Commissioning of EDXRF Spectrometer And Mercury Analyzer, as per Table-I, to carry out day-to-day analytical works in the Laboratories of Central Pollution Control Board as detailed in Section IV “Schedule of Requirements” and which meet the pre-qualification criteria, specifications, technical details, quality assurance, etc. as indicated in Section IV & Annexure-II.

2.1.2 This section gives instructions to Bidders regarding preparation and submission of tenders and explains the mode and procedure to be adopted for receipt and opening, scrutiny and evaluation of tenders and subsequent placement of contract.

2.1.3 Failure to provide the required information and/or failure to comply with the instructions in these tender documents or give false/incorrect information may result in rejection of its tender.

2.2 Definitions

2.2.1 The following terms used in these documents shall have the meaning as indicated below:

2.2.2 Definitions:

- i. “Bidder” means Bidder who has submitted valid bid in this tender.
- ii. “Contract” means the written agreement entered into between the Purchaser and the Supplier together with all the documents mentioned therein and including all attachments, annexures, etc.
- iii. “Consignee” means the person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that “another” person is the consignee, also known as ultimate consignee.
- iv. “Contract price” means the price provided in Section II of the tender document.
- v. “Day” means calendar day.
- vi. “Delivery” means supply of systems or stores in finished and completely ready-for-use condition. The delivery shall be deemed to take place on delivery of the systems or stores at the places of installation in accordance with the terms of the Contract after taking over the systems and issuance of delivery & acceptance certificate to the Supplier of the same at the sites and approval of the same by the jurisdictional Commissioners of the Department or the Inspecting Authority.
- vii. “Goods” means the goods indicated in the Schedule of Requirements (Section IV).
- viii. “Earnest Money Deposit” (EMD) means monetary guarantee to be furnished by a Bidder.
- ix. “Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- x. "Inspecting Authority" means the authorized representative of the Department to act as Inspecting Authority for the purpose of this contract and for the purpose of ascertaining the progress of the deliveries under the contract.
- xi. “L1” means the Bidder whose tender is the lowest;
- xii. "Material" means anything used in the manufacture or assembly of Equipment/ Instruments or its parts.
- xiii. “Maintenance Contractor” means the contractor entrusted with the responsibility of maintaining the goods in warranty and post warranty period.
- xiv. “Original Equipment Manufacturer” means the firm which manufactures, assembles/ integrates and supplies the offered Equipment/Instruments.

- xv. “Performance Security / Security Deposit” means monetary guarantee to be furnished by the Supplier for due performance of the terms of contract.
- xvi. “Purchaser” means the Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032 and includes his successors in office, nominees, authorized representatives.
- xvii. “Services” means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service, product support and other such obligations of the Supplier covered under the contract.
- xviii. “Specification” means the document / standard that prescribes the requirement with which the goods or service have to conform and include;
 - a. Specifications /Requirements
 - b. Drawings / Data and other relevant information for the turn key execution of contract
 - c. Proprietary mark or brand means the mark or brand of a product, which is registered by an industrial Bidder.
 - d. Any other details governing the construction, manufacture or supply of goods as may be prescribed in the Contract.
- xix. “Supplier” means the individual, company or the firm supplying the goods and services, to which the award has been issued under this tender.
- xx. “E-Tender/Tender” means quotation/bid submitted online.
- xxi. “Bidder” means individual, company, firm offering the tender.
- xxii. “Technical specification” includes-
 - a. Specifications, Drawings, Documents and certificates as referred in Annexure-II.
 - b. Any other details governing the construction, manufacture or supply of stores as may be prescribed in the contract.
- xxiii. "Test / Trial" means such tests as are prescribed in specifications to be made by the Purchaser or his nominee.
- xxiv. “Delivery Location” means those Offices of Central Pollution Control Board where Instruments are to be installed and accepted as detailed in Section IV.
- xxv. “Central Board” means Central Pollution Control Board, Ministry of Environment, Forest & Climate Change, Govt of India.

2.3 Abbreviations:

“AERB”	-	Atomic Energy Regulatory Board of India
“AMC”	-	Annual Maintenance Contract
“BG”	-	Bank Guarantee
“CD”	-	Custom Duty
“CIF”	-	Cost, Insurance & Freight
“CIP”	-	Carriage and Insurance Paid
“CPCB”	-	Central Pollution Control Board
“CPPP”	-	Central Public Procurement Portal
“DD”	-	Demand draft
“DDP”	-	Delivery Duty Paid
“EMD”	-	Earnest Money Deposit
“FOR”	-	Free on Road
“NIST”	-	National Institute of Standards &Technology
“NIT”	-	Notice Inviting Tender
“OEM”	-	Original Equipment Manufacturer
“USEPA”	-	United States Environmental Protection Agency

2.4 Language of tender

2.4.1 The tender and all subsequent correspondence shall be in English. If any literature submitted by the Bidder is any other language, an authenticated English translation thereof should also be submitted and in such a case, the English translation shall be considered for interpretation of the tender.

2.5 Eligible Bidders

2.5.1 Only Bidders who fulfil the pre-qualification criteria specified in Section V are eligible to apply.

2.6 Tendering Expense

2.6.1 The Bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The Purchaser will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

2.7 Amendments to Tender Documents

2.7.1 Purchaser may, at any time prior to the deadline for submission of tenders, for any reason, whether at his own initiative or in response to a clarification requested by a potential Bidder, modify the Tender Documents by issuance of Addenda or Corrigenda. They can be downloaded from the website www.cpcb.gov.in or www.eprocure.gov.in.

2.7.2 All such amendments shall be binding on the Bidder. The tender Documents shall be deemed to be amended only by way of the amendments mentioned above. Any other communication issued to the Bidders shall not be construed as an amendment to the Tender Documents.

2.7.3 In order to give the potential Bidder reasonable time to prepare their tenders as per the amendment, the Purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

2.8 Clarifications on Tender

2.8.1 Prospective Bidders seeking clarifications on the tender document should submit their queries through email at msharma.cpcb@gov.in on or before the clarification end date prescribed in NIT. No queries and requests for clarifications, either written or oral, will be entertained after clarification seeking end date.

2.8.2 A pre-bid meeting will be held as per the critical date sheet given on the NIT. Clarifications on the queries of the bidders will be given in the pre-bid meeting.

2.9 Documents Comprising the Tender

2.9.1 The Tender shall be submitted online in two covers, First cover will contain Technical Bid and second cover will contain Price Bid.

2.9.2 Technical Bid i.e. first cover, shall, *inter alia*, contain the following:

- a) Duly filled Checklist given in this Tender Document.
- b) Bid Security Declaration Form as per Form-4.
- c) Tender Form as per Form-2 of Section-VI.
- d) Documentary evidence, establishing that the Bidder is eligible to submit the tender and, also, qualified to perform the contract if it's tender is accepted. The documentary evidence needed to establish the Bidders qualifications shall be:
 - (i) In this tender either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. The supplier/ authorized Indian agent/Authorised Representative should have minimum two years' continuous agency /partnership/joint venture/participation or collaboration with their principal foreign supplier/OEM. The documentary proof of such agency ship /authorization/MOU should be submitted alongwith the technical part as per Form - 3 of Section VII in this document. The bid of the firm does not contain the proof of such nomination/authorization as Indian agent/authorized representative will be rejected.

- e) Documents and relevant details to establish that the goods and the allied services to be supplied by the Bidder conform to the requirement of the tender documents. These include documents such as technical data, literature, drawings, etc.
- f) Power of Attorney of firm / resolution of Board of Directors of company for person or persons authorized to sign the Tender;
- g) Power of Attorney / Authorization letter by the Manufacturer to Indian company/ firm/ representative to represent the Manufacturer in India;
- h) Copies of documents defining constitution and legal status of the Bidder;
- i) Documents indicating arrangements with the OEM (if the Bidder is not an OEM itself);
- j) Certified published profit and loss statement for the last three continuous years showing the turnover and financial results of the Bidder;
- k) Documentary proof (Purchase Orders and Performance Certificate) to show that the Bidder has supplied the quoted instruments during the past three years to any Govt Ministries/Department/Public Sector Undertaking/ National or International Scientific Institute / or NABL accredited laboratory.
- l) Certificate for quoting 03 years Comprehensive On-site warranty and 04 years CAMC post warranty.
- m) List of Spares and Consumables required for 10 years of trouble-free operation and maintenance.
- n) Certificate for minimum local content as per the Make in India Purchase Preference Policy, if claiming purchase preference under the MII PPP.

2.9.3 Price bid shall be submitted on the BOQ Template on CPP Portal. It shall be ensured that Price bid is only submitted online, on the specified format and no prices should be given in the Technical Bid.

2.9.4 Indication of the bid price in the Technical bid directly or indirectly will render the entire bid invalid.

2.9.5 A tender, which does not fulfil any of the above requirements and/or gives evasive information / reply against any such requirement, shall be liable to be ignored and rejected.

2.10 Tender currencies

2.10.1 Equipment / Instrument price may be quoted in Indian rupees or in any freely convertible currency (USD/JPY/Euro/GBP etc). However, the installation and commissioning charges should be quoted in Indian rupees only. Also, price for maintenance services should be quoted in Indian Rupees only. The prices should be quoted both in figures and in words, in such a way that interpolation is not possible.

2.10.2 Commission for Indian Agent, if any payable by the Bidder, should be indicated in the price schedule in Indian Rupees only.

2.11 Contract Price

2.11.1 The Contract Price of the equipment/ instrument shall be the total price of equipment/ instrument chargeable for delivery at the place of installation and post warranty CAMC. This price shall be firm and fixed and not subject to any variations. The contract price shall also include the cost of installation & commissioning, insurance, inspection & survey charges, test and trials, delivery, training, services of manufacturer's during Comprehensive Warranty period.

2.11.2 If Purchaser is required by Indian Law to deduct or withhold any other taxes or other amounts, the gross amount payable by Purchaser shall be paid after making such deductions or other withholdings. Necessary certificate for the deductions so made will be issued by the Purchaser.

2.11.3 The Contract Price shall not be subjected to any adjustment in respect of rise or fall in the cost of labour, materials, currency rate variation, devaluation or any other matter having implication on the cost of the execution of the Contract and adjustments for subsequent legislation, statute, ordinance, decree, law, regulation that may occur in the country in which the equipment/ instrument is being manufactured.

2.11.4 Further, during the period of delivery systems, in case the supplier delivers equipment/ instrument having same quoted model at less price to any other party (price being the sole consideration in the supply), the contract price will be deemed to have been reduced by the difference between the price offered to the Purchaser and the other party. Any difference in the terms of supply shall be duly accounted in the process.

2.12 Duties and Taxes

2.12.1 The Bidder shall pay all outside-India taxes, duties, and levies, lawfully assessed against the Purchaser or the Bidder in pursuance of the contract.

2.12.2 All the duties and taxes paid by the Supplier in India or at the place of delivery will be reimbursed as per actual. No claim, on account of increase in cost of the raw materials due to increase of taxes or duties, will be entertained.

2.12.3 The Bidder should indicate tentative duties and taxes in the proforma as applicable. However, payment of duties and taxes shall be made as per actual and the statutory variations in taxes and duties shall be allowed during the delivery period as agreed in terms of the Contract. The Purchaser shall get the benefit if duties and taxes get reduced and pay extra to the supplier if the same increase. However, the variations shall not apply to any duties or taxes on the raw material/components/inputs.

2.12.4 The Supplier shall intimate to the Purchaser the anticipated delivery date of the equipment/ instrument, 30 (Thirty) days in advance of the anticipated date of delivery.

2.12.5 Central Pollution Control Board is registered with DSIR, Govt. of India and is exempted from Custom Duty / Concessional GST (as a research institute). Exemption Certificate to this effect will be issued by Central Pollution Control Board. The bidder will take care this while quoting the prices.

2.13 Terms and Mode of Payment

2.13.1 Terms of Payment: Payment will be made only after delivery and satisfactory installation, testing, commissioning etc depending upon the availability/release of funds by the Govt. and the agencies/contractors shall have no claim in case of delayed payment and no interest will be paid for the delayed payment.

- (i) In case of imported supplies, payment (excluding Indian agency commission, if any) will be made through irrecoverable Letter of Credit in two installments. 80 % of the money will be released on submission of shipping of documents. Remaining 20 % will be released after successful installation and commissioning of the instrument and submission of a performance bank guarantee for 3% of the Purchase Order value from a nationalized/scheduled bank, valid for 2 months beyond the period of expiry of the warranty. All the bank charges within India will be borne by the Board and outside India will be borne by the Supplier. The bidders may note this and quote the price of the instrument/ equipment accordingly. In the case of Foreign Suppliers, they will have to ensure shipment of the consignment as per the validity of the letter of credit established in this regard. In case of extension of supply date/ any amendment is sought, the bank charges should be borne by the Supplier/their authorized Indian representatives.
- (ii) In case of required item quoted in INR, 100% payment will be released on satisfactory supply, installation and commissioning of the item and submission of performance guarantee. The payment against CAMC shall be made on yearly basis after completion of each year of CAMC period.
- (iii) For imported equipment, the Letter of Credit will be opened for the amount excluding agency commission in Indian Rupees. The firm should clearly mention all the details of foreign bank in the bid.

Important - Bank charges: Three months' time for shipment and further 21 days for negotiation will be given. All Bank charges inside the country (in India) will be buyers account and all Bank charges outside the country should be borne by the supplier / beneficiary.

2.13.2 No advance payment shall be made.

2.13.3 The payment shall be made in the currency / currencies authorised in the contract.

2.13.4. The payment in foreign currency shall be made through Direct Bank Transfer (DBT) through irrevocable Letter of Credit (LC) in the quoted currency. The rate of exchange shall be the rate on the day of release of payment. Documents, which the supplier is to furnish while claiming payment, are specified in the Letter of Credit, but usually are:

- i) Supplier's original invoice giving full details of the goods including quantity, value, and soon;
- ii) Packing list;
- iii) Certificate of country of origin of the goods to be given by the bidder;
- vi) Certificate of insurance;
- vii) Bill of lading/airway bill/rail receipt or any other dispatch document, issued by a Government agency (like the Department of Posts) or an agency duly authorised by the concerned Ministry/Department, indicating:
 - a) Name of the vessel/carrier;
 - b) Bill of lading/airway bill;
 - c) Port of loading;
 - d) Date of shipment;
 - e) Port of discharge and expected date of arrival of goods; and
- viii) Any other document(s) as and if required in terms of the Notification of award/Purchase Order.

2.13.5 The Supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, as specified

2.14 Indian Agent

2.14.1 If a foreign Bidder has engaged an Indian agent in connection with its tender, the foreign Bidder, in addition to indicating Indian agent's commission payable by him, if any, shall also furnish the following information:

- a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
- b) The details of the services to be rendered by the agent for the subject requirement.

2.15 Earnest Money Deposit (EMD)

2.15.1 In lieu of EMD a Bid Security Declaration (Form-4) will be submitted by the bidders alongwith the Technical Bids. The bids not containing the Bid Security Declaration will be summarily rejected.

2.15.2 In case of breach of any obligation under the bid conditions, the defaulting bidder shall be disqualified from bidding with CPCB for a period of three years from the date of notification. The breach of obligation under bid security, among others, shall be as under :

- a) withdrawal/modification/amendment, impairment or derogation from the tender, during the period of bid validity specified tender; or
- b) failure or refusal to execute the contract, if required, or
- c) failure or refusal to furnish the Performance Security, in accordance with the tender document/Purchase Order.

2.16 Tender Validity

2.16.1 The tender shall remain valid for acceptance for a period of 180 days (one hundred eighty days) from the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as non-responsive and rejected.

2.16.2 In exceptional cases, the Bidder may be requested by the Purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by e-mail or fax followed by signed hard copy delivered by hand/post/courier. The Bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender.

2.16.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the Purchaser, the tender validity shall automatically be extended up to the next working day.

2.17 Instructions on e-tendering

2.17.1 The Bidders shall submit their tenders in accordance with Annexure-I of this Tender Documents.

2.18 Alteration and Withdrawal of Tender

2.18.1 The Bidder, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are done within the deadline for online submission of tenders. Any alteration/ modification in the tender thereafter is not permitted.

2.18.2 No tender can be withdrawn after the deadline for online submission of tender and before expiry of the tender validity period. If a Bidder withdraws the tender during this period, it will result in action against the bidder as per Bid Security Declaration Form.

2.19 Opening of e-Tenders and Scrutiny

2.19.1 The Purchaser will open on-line the Technical bids on prescribed date and time. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the Purchaser, the tenders will be opened at the appointed time and place on the next working day.

2.19.2 Physical presence of the bidder at the time of opening of tender will not be essential in the e- tendering process. At the appointed time, the bid openers would open the bids online and the details of technical bids offered by the bidders would be known to all on the CPP Portal.

2.19.3 The first cover, i.e. technical bids will be opened online, first and evaluated by the TEC to assess that the goods and services offered are as per the Pre-qualification Criteria, Schedule of Requirements and as per the Technical Specifications.

2.19.4 The second cover, i.e. price bids of only technically qualified offers shall be opened online and evaluated..

2.20 Preliminary Scrutiny of Tenders

2.20.1 The tenders will first be scrutinized to determine whether they are complete and meet the essential and important requirements viz, pre-qualification criteria, conditions, etc. as prescribed in the Tender Document. The bids, which do not meet the basic requirements, are liable to be treated as non- responsive and will be rejected.

2.21 Discrepancy in Prices

2.21.1 If, in the price structure quoted by a Bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the Purchaser feels that the Bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

2.21.2 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.

2.22 Purchaser's Right to accept any Tender and to reject any or All Tenders

2.22.1 The Purchaser reserves the right to accept in part or in full any tender or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected Bidder or Bidders.

2.23 Evaluation and Award Criteria

2.23.1 Separate evaluation of Bids received for each type of tendered equipment/ instrument will be carried out.

2.23.2 Technical bids will be evaluated on the basis of information and data provided in the bids as well as the actual performance of the equipment/ instruments being offered. Technical bids of the Bidders, who fulfill qualification criteria laid down in Section V, shall be evaluated first in terms of requirements/specifications given in Section IV & Annexure-II of the tender document. Clarification may be sought from the bidders against any shortfall information/document in the bid submitted by them.

2.23.3 If the details/data given in the technical bids are found in conformity with the technical specification prescribed in Annexure- II, testing of the models offered by the Bidders may be carried out by the Tender Evaluation Committee, if required to ascertain the actual performance of the equipment/ instrument. Bidder, will arrange, at his cost, the demonstration of the equipment/instruments.

2.23.4 Price bids of the Bidders, whose technical bids are qualified, shall only be opened.

2.23.5 The lowest Bidder (L1) shall be determined on the basis of Price quoted by the bidder altogether for Supply, Installation, & Commissioning which will be inclusive of the Warranty (3 years), Training, Demonstration, Testing etc and the cost of CAMC (post warranty) for 4 years.

2.24 Price Bid

2.24.1 After determining at the technical evaluation stage that the equipment/ instruments offered are in conformity with the requirement and the offer of the Tenderer is found technically suitable; price bids of the Tenderers, whose technical bids are accepted, shall only be opened.

2.24.2 A separate BoQ sheet has been provided for quoting of prices. The bidders should carefully fill required cells before uploading the same on the CPP Portal.

2.24.3 The lowest tenderer (L1) shall be determined on the basis of total cash outflow from the purchaser consisting of cost of equipment (including basis cost, 3 years's warranty, installation, delivery, training etc) and the cost of CAMC for four years (year wise) after warranty period.

2.24.4 The cost of CAMC quoted by the bidders for each year should not be more than 10% of the cost of the equipment.

2.24.5 Notwithstanding inclusion of CAMC charges for the evaluation, the Purchaser reserves the right to get the maintenance done from any other service provider. The CAMC charges quoted by the bidder shall be inclusive of the taxes.

2.25 Notification of Award

2.25.1 Before expiry of the tender validity period, the Purchaser will notify the successful Bidder(s) online as well as in writing, by registered / speed post or by fax/ telex/cable. The successful Bidder(s) must furnish to the Purchaser the acknowledgement and acceptance of the Purchase Order within twenty one (21) days from the date of receipt.

2.26 Issue of Contract

2.26.1 Within twenty one days from the date of the award, the successful Bidder and Purchaser shall sign contract on a mutually convenience date.

2.27 Non-Receipt of Performance Security and Contract by the Purchaser

2.27.1 If the successful Bidder fails to provide performance security within the specified time or fails to sign the contract, action as per Bid Security Declaration form will be taken.

2.28 Publication of Tender Result

2.28.1 The name and address of the successful Bidder(s) receiving the contract(s) will be displayed on the www.eprocure.gov.in.

2.29 Integrity Pact

2.29.1 Prospective bidders have to sign a Integrity Pact as per the format given in Form-8 and submit it alongwith the Technical Bid. Bidders are advised to read the Integrity Pact carefully, fill in the required details, sign and affix the seal and submit alongwith the technical bid. The bids which does not contain the Integrity Pact will be summarily rejected.

2.30 Purchase Preference to Micro and Small Enterprises (MSEs)

2.28.1 Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 20% of total value.

2.31 Make in India Purchase Preference

2.31.1 Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier denoted in the bid document is 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid (as per Form-8 of Section VI of this tender), failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2.32 How to prepare Bid documents - After carefully examining this tender document, the bidder shall arrange the prescribed documents and information. Every page should be numbered and the page number of the document must be mentioned on the checklist provided in this tender document. Instructions to submit the online bids have been given at Annexure-I to this tender document. The bidder shall submit the bids according to the instructions.

SECTION - III
GENERAL CONDITIONS OF CONTRACT

3.1 Application

3.1.1 The following General Conditions of Contract shall be applicable for this purchase.

3.2 Use of contract documents and information

3.2.1 The Bidder shall not, without the Purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the Purchaser in connection therewith, to any person other than the person(s) employed by the Bidder in the performance of the contract emanating from this Tender Document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

3.2.2 The Bidder shall not, without the Purchaser's prior written consent, make use of any document or information mentioned in sub-clause 3.2.1 above except for the sole purpose of performing this contract.

3.2.3 Except the contract issued to the Bidder, each and every other document mentioned in sub-clause 3.2.1 above shall remain the property of the Purchaser and, if advised by the Purchaser, all copies of all such documents shall be returned to the Purchaser on completion of the Supplier's performance and obligations under the contract.

3.3 Patent Rights

3.3.1 The Supplier shall, at all times, indemnify and keep indemnified the Purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the Supplier under the contract for infringement of any right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the Purchaser, the Purchaser shall notify the Supplier of the same and the Supplier shall, at his own expenses take care of the same for settlement without any liability to the Purchaser.

3.4 Country of Origin

3.4.1 All goods and services to be supplied and provided under the contract shall have the origin in India or in the countries with which the Government of India has trade relations.

3.4.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

3.5 Performance Security

3.5.1 Within twenty one days after the issue of notification of award by the Purchaser, the Bidder, shall furnish performance security to the Purchaser for an amount equal to three percent (3%) of the total value of the contract. This Security shall remain valid up to 90 days after the date of completion of all contractual obligations by the Supplier, including the expiry of warranty obligations and signing of CAMC. Separate Performance Security for an amount of 3% of total cost of CAMC quoted (4 years) will be submitted by the bidder for CAMC after expiry of the warranty period .

3.5.2 The Performance security shall be in the form of Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in this document.

3.5.3 If Bidder fails to fulfil its obligations in terms of the contract, the amount of the performance security shall be payable to the Purchaser as compensation and the Purchaser can invoke the said Performance Bank Guarantee.

3.5.4 The Purchaser will release the performance security without any interest to the Supplier on completion of the Supplier's all contractual obligations including the warranty obligations and signing of the CAMC. The performance security for the warranty period will be returned after submission of performance security for CAMC by the bidder for an amount of 3% of total cost of CAMC quoted (4 years).

3.6 Technical Specifications and Standards

3.6.1 The Scientific Instruments/Equipments to be provided by the Supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification' under Annexure-II of this document.

3.7 Packing and Marking

3.7.1 The Bidder should pack the goods in strong and durable packing which can withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also taken into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

3.8 Enquiry, Inspection and Quality Control

3.8.1 The Purchaser and/ or its nominated representative(s), in order to satisfy itself, may enquire, inspect and/or test the ordered goods and the related services to confirm their conformity to the tender qualification criteria, specifications and other quality control details incorporated in the tender/contract at the cost of the purchaser.

3.8.2 The incidental expenses towards sending the instruments to the designated locations mentioned in Table-I such as arranging transport, insurance, labour, including charges to the custom clearing agent etc. to be borne by the supplier/their authorized Indian representative. The Indian agent/ their representatives should be responsible for the safety of the instruments during the transit from airports to the designated locations.

3.8.3 The agency commission, if any, will be paid in Indian Rupees. The charges on account of agency commission should be mentioned clearly in the bid.

3.9 Insurance

3.9.1 The Supplier shall, in his own interest, insure the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The Supplier shall be responsible till the entire stores contracted for arrive in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier in its own name and not in the name of the Purchaser or its Consignee.

3.10 Clearance / Receipt of Goods

3.10.1 The Supplier shall make his own arrangements for clearance of goods through customs and their receipt and onward dispatch for the site of installation after obtaining the necessary custom exemption certificate from the purchaser.

3.11 Warranty

3.11.1 Bidders must give the comprehensive on-site warranty of at least three years (36 months) from the date of successful installation of Equipment and also give the warranty declaration that "everything to be supplied by us hereunder shall be free from all defects and faults in material, workmanship and shall be of the highest quality and material of the type ordered, shall be in full conformity with the specification and shall be complete enough to carry out the experiments, as specified in the tender document".

3.11.2 In case of any claim arising out of this warranty, the Purchaser shall promptly notify the same in writing to the Supplier. Upon receipt of such notice, the Supplier shall, with all reasonable speed and within the time period prescribed, repair / replace the defective goods or parts thereof, free of cost, at the ultimate destination. The Supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Purchaser for such replaced parts/goods thereafter.

3.11.3 If the Supplier, having been notified, fails to rectify/replace the defect(s) within a reasonable period the Purchaser may proceed to take such remedial action(s) as deemed fit by the Purchaser, at the risk and expense of the Supplier and without prejudice to other contractual rights and remedies, which the Purchaser may have against the Supplier.

3.12 Assignment

3.12.1 The Supplier shall not assign to anyone, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

3.13 Sub-contracts

3.13.1 The Supplier shall notify the Purchaser in writing of all sub-contracts awarded under the contract. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

3.13.2 Sub-contract shall be only for bought out items, sub-assemblies & maintenance of goods and not for the goods as a whole.

3.13.3 Sub-contracts shall also comply with the provisions of Clause 3.4 ("Country of Origin").

3.14 Delay in the Supplier's performance

3.14.1 The Supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser in the Schedule of Requirements and as incorporated in the contract.

3.14.2 Subject to the Force Majeure provision under clause 3.18 of this section, any unexcused delay by the Supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the Supplier liable to any or all of the following sanctions:

- i) imposition of liquidated damages,
- ii) forfeiture of its performance security and
- iii) termination of the contract for default.

3.14.3 If at any time during the currency of the contract, the Supplier encounters conditions hindering timely delivery of the goods and performance of services, the Supplier shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the Supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of Supplier's contractual obligations by issuing an amendment to the contract.

3.15 Liquidated damages

3.15.1 Subject to Clause 3.17 of this Section (Force Majeure), if the Supplier fails to complete the installation and commissioning of the equipment within the time fixed under the contract, or fails the warranty or CAMC obligations, the Purchaser shall without prejudice to any other rights and / or remedy as may be available to the Purchaser under the Contract, shall deduct from the Contract price as an agreed Liquidated damages amount @ 1% of value of undelivered goods per week or part thereof until actual delivery or performance, subject to a maximum of 10% of the contract price.

3.15.2 If the delay exceeds two months from the scheduled date of supply, the Purchaser shall have the right to terminate the contract at the risk and cost of the Supplier.

3.15.3 The amount of Liquidated damages may be adjusted or set-off against any sum payable to the Supplier under this or any other contract with the Purchaser.

3.16 Termination for default and insolvency

3.16.1 The Purchaser may, without prejudice to any other contractual rights and remedies available to it (the Purchaser), by written notice of default sent to the Supplier, terminate the contract in whole or in part, if the Supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser.

3.16.2 If the Supplier becomes bankrupt or otherwise insolvent, the Purchaser reserves the right to terminate the contract at any time, by serving written notice to the Supplier without any compensation, whatsoever, to the Supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser.

3.17 Force Majeure

3.17.1 Vendor shall not be considered in default if delay in delivery occurs due to causes beyond his control such as acts of God, natural calamities, civil, wars, strikes, fire frost, floods, riots and acts of usurped power. Only those causes which have a duration of more than 7 calendar days shall be considered cause of force majeure. A notification to this effect duly certified by the Local Chamber of Commerce/Statutory Authorities shall be given by the Vendor to the buyer by registered letter. In the event of delay due to such cases a length of time equal to the period of force majeure or at the option of the buyer, the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of buyer. In the event of such cancellation the vendor shall refund any amount advanced by the Purchaser and deliver back any material issued to him by the Purchaser and release facilities, if any, provided by the Purchaser.

3.18 Resolution of disputes

3.18.1 In the event of any dispute or difference(s) between the parties hereto, such disputes or differences should be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or differences shall be replaced to arbitration of sole arbitrator, to be appointed by Chairman, Central Pollution Control Board. The provisions of Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall be applicable to arbitration. The venue of such arbitration shall be at Delhi. The Language of arbitration proceedings shall be in English. The arbitrator shall make a written & reasoned award (the "Award") which shall be final & binding on the parties. The cost of arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation presentation shall be borne by the party itself. It will not be an objection to any such appointment that the arbitrator are the government servant and had any interest in the board or the contract entered into directly or indirectly.

3.19 Applicable Law and Jurisdiction

3.19.1 The contract shall be governed by the Indian Contract Act, 1872, The Arbitration & Conciliation Act, 1996, and other relevant laws of India for the time being in force as amended from time to time.

3.19.2 The court of Delhi, India shall be exclusive jurisdiction in all matters or disputes arising under or in respect of this Contract.

3.20 Injury and Damage

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

3.20.2 Damage to Property - The Supplier shall be liable for and indemnify the Board against and insure and cause any Manufacturers and subcontractors to insure against any expense, liability, loss claim or proceedings in respect of any damage whatsoever to any real or personal property for any one occurrence in so far as such damage arises out of or in the course of or by reason of the carrying out of the Works and is due to any negligence, omission or default of the Supplier or any person for whom the supplier is responsible or any Manufacturers and subcontractors or person whom the Manufacturers and subcontractors are responsible.

3.21 Terms of Delivery

3.21.1 The foreign bidder/his authorized representative in India to quote the prices on DDP/FOR Destination basis. The Indian agent/authorized representative will arrange the custom clearance from the customs and arrange delivery to the respective locations of CPCB. The Board will provide the concessional custom duty exemption certificate and other required documents.

3.21.2 The Indian bidder to quote the prices on FOR Destination Basis. Central Pollution Control Board is registered with DST/DSIR for concessional GST. The Board will provide the concessional exemption certificate/essentiality certificate and other required documents.

SECTION - IV
SCHEDULE OF REQUIREMENTS

4.1 Scope of Work

- i) Supply of Equipment/ Instrument (with essential accessories, spares, consumables, etc.), including site works (related to installation, as required), upto the installation site and installation & commissioning;
- ii) Obtaining regulatory/statutory clearances, as necessary, and Training of staff of CPCB.
- iii) Maintenance during Comprehensive warranty period of 3 (three) years including supply of spare parts and consumables;
- iv) Maintenance during Comprehensive Annual Maintenance Contract (CAMC) for 4 (four) years after expiry of normal warranty period.
- v) Product Support for ten years after expiry of warranty period, and provide upgrades from time to time.

4.2 Delivery Schedule

4.2.1 Equipment/ Instrument should be supplied, installed and commissioned within 6 (six) months from the date of award of order.

4.3 Terms of Delivery

4.3.1 Any loss or damage to the equipment due to mishandling, transportation, till such time the equipment is delivered at the site shall be to Bidder's account. The Bidder shall be responsible for preferring of all claims and make good for the damage of loss by way of repairs and/or replacement of the portion of equipment damaged or lost.

4.3.2 Upkeep of the Equipment/ Instrument till the time of their commissioning and delivery shall be the responsibility of the Bidder. No extra cost for upkeep of machine shall be payable to the supplier if the installation & commissioning of the machine at particular destination(s) is delayed for reasons not attributable to the Govt.

4.3.3 The successful Bidder shall be responsible to ensure the following:-

- i) Sound packing of the items.
- ii) Shipment of the items
- iii) Insurance
- iv) Custom clearance and handling of items at port of entry in India or in the place of Installation, if any.
- v) Forwarding and transshipment of items up to the destination.
- vi) Insurance for inland transportation and payment of duties.
- vii) Receipt of equipment at the site.
- viii) Installation & commissioning of equipment at the site. (This includes all requisite site works.)
- ix) Comprehensive Maintenance of the equipment during the warranty period.
- x) Software up-gradation

4.4 Locations for Commissioning

4.4.1 Locations for installation of Equipment/ Instrument shall be as per the Table-1 at page 4 of this tender document.

4.5 Facilities by the Purchaser

4.5.1 Purchaser will provide air-conditioned room with instrument platform/ table. Electrical and water connections may also be available, wherever, required. All other provisions for the installation, commissioning and operation of the equipment/ instruments shall be made by the Supplier.

4.6 Site Restrictions

4.6.1 Supplier and his employees shall not trespass beyond the boundary limits of the site on to any adjoining area and the Supplier shall take necessary action to prevent trespassing and shall follow all security regulations and access control as enforced at site by the concern Laboratory, concerned government authorities or their representatives in regard to men & material movement.

4.6.2 It is likely that equipment / instruments being supplied by the Supplier need to be installed in a room / area where already other equipment / instruments are under operation. The Supplier and his employees shall ensure that the operation of existing equipment / instruments is not affected during the installation and commissioning of equipment / instruments under supply. Instructions and guidelines provided by the Laboratory-in-charge/Purchaser's representative shall be adhered to at the site of installation.

4.7 Product Support / Long Term availability of Spares

4.7.1 The Bidder must submit an undertaking to give product support for at least 10 years before release of performance security.

4.7.2 The Bidder shall provide a part catalogue covering complete range of spares/components / consumables for the Equipment / Instruments and support structure.

4.7.3 Comprehensive list of spares shall be indicated in the Technical bid. Bidder shall also provide recommended list of critical spares and test equipment for at least 10 years of trouble free operation and maintenance.

4.8 Software and Software Upgrades

4.8.1 The Supplier shall agree to provide copies of as -built software in executable code that are installed in the system at all levels. It shall also state the Hardware that needs to be in place for implementation ensuring that the Equipment/ Instrument un-availability is minimal. The Supplier shall also comply and guarantee software upgrades for the service life of the Equipment/Instrument.

4.8.2 Taking into account the operational requirements of the Purchaser, there may be a need to customize some portion of the software. Supplier should agree for such customization, which is expected to be limited, at no extra cost.

4.8.3 Any software upgrades developed by the Supplier during the warranty and the post warranty period should be made available to the Purchaser at no extra cost and should be delivered and installed in a prompt and efficient manner. The Supplier should install and train the operator with software upgrades.

4.9 Warranty Maintenance

4.9.1 Warranty maintenance should include complete equipment/ instrument and accessories.

4.9.2 During warranty period, the Supplier shall set right the machine immediately on receipt of complaint within maximum time limit of 48 hours in India.

4.9.3 Preventive Maintenance shall be carried out at least once in six months during warranty period.

4.10 Training of Staff

4.10.1 Training is to be provided in the operation & general upkeep of the equipment/ instrument after installation & commissioning at the Manufacturer's Application Laboratory abroad. Training should also be imparted on sample analysis. Standard operating procedure (SOP) for the equipment/ instrument should be prepared and provided to the Purchaser's staff at site.

4.10.2 Bidder shall train 2 to 4 persons during warranty. The cost for providing such training shall be deemed to have been included within the cost quoted.

4.11 Post Warranty Maintenance

4.11.1 The bidder to quote post warranty CAMC for four years. The scope of CAMC shall include (a) supply of all accessories, spare parts, consumables & peripherals, (b) periodical preventive visits, (c) unlimited 'on-call' visits to attend to the repairs and breakdowns.

4.11.2 During CAMC all parts/components shall be repaired / replaced by the contractor. No extra payment for any of the above as in 4.11.1 shall be made.

- 4.11.3 Full particulars of maintenance service centres and qualified engineering staff should be enclosed to the tender bid.
- 4.11.4 Maximum time limit for attending to the complaint and making the Equipment/ Instruments operational is 48 hours. Sunday and any other Govt. Holidays will not be included in the maximum time limit prescribed therein for attending and making the equipment operational.
- 4.11.5 The contractor shall carry out preventive maintenance visits at least once in quarter. However a gap of 10 to 12 weeks shall be maintained between two preventive visits. If the equipment remains non-operational continuously beyond the maximum time limit prescribed in para 4.11.4 of this Section, a deduction @ 0.5% of CAMC charges per day for seven days and thereafter @1% of CAMC charges per day will be made from the maintenance charges for the period (no. of days) during which the equipment remains non-operational. The amount shall be deducted from the annual maintenance charges, at the time of making the final / balance payment.
- 4.11.6 If the Maintenance Contractor fails to undertake the preventive maintenance visits within the time prescribed in para 4.11.5 above, a sum of 5 % of CAMC charges shall be deducted at the time of making balance payment. If the Contractor fails to carry out preventive maintenance altogether during a preventive maintenance cycle, 10% of CCAMC charges shall be deducted.
- 4.11.7 Any dispute or difference in connection with the CAMC contracts conditions shall also be resolved as per clause 3.18 of GCC.
- 4.11.8 The price charged by the tenderer shall not exceed the prevailing rates charged by him from others for similar services. While claiming payments the tenderer shall give a certificate to this effect in its each bill.
- 4.11.9 Performance security equivalent to 3% of the value of the contract shall be submitted by the tenderer at the time of signing CAMC contract in the form of Bank Guarantee/Account payee Demand Draft / Fixed Deposit Receipts in favour of CPCB, Delhi issued from any Commercial Bank. The Guarantee will remain valid during the currency of the contract.
- 4.11.10 The Purchaser reserves its right to terminate the maintenance contract at any time without assigning any reason. The tenderer will not be entitled to claim any compensation against such termination. However while terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, the same shall be paid to him as per the contract terms.
- 4.11.11 The payment of CAMC will be released on yearly basis as per the prices quoted by the bidders, after satisfactory completion of each year of CAMC.
- 4.11.12 The cost of CAMC quoted by the bidders for each year should not be more than 10% of the cost of the equipment.**

SECTION – V
Pre-Qualification Criteria

Bidders who can Bid

5.0 Only those bidders who fulfill the following eligibility as well as the qualifications criteria can submit tenders.

ELIGIBILITY

5.1 To be eligible, the Bidder should have not been banned or suspended from Government transactions due to any reason including corrupt and fraudulent practices.

5.2 Any bidder from a country that shares a land border with India, excluding countries as listed on the website of the Ministry of External Affairs, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (hereinafter called ‘Restricted Countries’) shall be eligible to bid in this tender only if Bidder is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Bidders shall enclose the certificate in this regard.

QUALIFICATION

5.3 Original Equipment Manufacturers (OEM) may bid directly. OEM should be international/national manufacturer. The foreign OEM should have Indian Agent to provide after sales services.

OR

5.4 An authorised agency/representative nominated by the OEM, who have minimum two years continuous agreement with OEM, may also bid. Relevant documents along-with tender specified Authorization Form indicating the Bidder is an authorised agency/representative of the OEM for bid submission shall be enclosed with tender bid. The OEM shall give an undertaking to supply components / parts/ consumables during warranty & post-warranty periods as well as continued supply of components/ spare parts for the period of product support. OEM shall also assure full technical back-up and support in the matter of providing maintenance including software up-gradations. Copy of agreement between OEM and the agency/representative confirming the above requirements and nomination from the OEM for supplying stores shall be enclosed with the tender. Only one nomination from the OEM shall be accepted. *[NB: In the event of the bid submitted by authorised agency/representative nominated by the OEM becoming successful, the contract shall be placed on the OEM, on whose behalf the bid has been made].*

5.5 Average annual turnover of the Bidder should be at least 3 times the cost of item quoted, during last three financial years i.e. April 2018 to March 2021 and should have made profit (profit after tax) in each of these years. Certified and published annual audit reports of the past three years are to be submitted along with the tender.

5.6 The Bidder should have supplied :-

- For EDXRF – Atleast 02 Numbers of EDXRF in the last three years to Govt Ministries/Department/Public Sector Undertaking/National or International Scientific Institute /NABL accredited lab.
- For Mercury Analyzer - Atleast two (02) numbers of the quoted/similar Equipment/Instrument in the last three years to Govt Ministries/Department/Public Sector Undertaking/ National or International Scientific Institute /NABL accredited lab.

The details of such institutions and the cost with name of equipment may also be supplied with the bids. Purchase Orders and Performance Certificates from the users of such supplies must be given in the Technical Bid by the bidder. The Purchaser and/ or its nominated representative(s), in order to satisfy itself, may enquire the performance of similarly supplied goods from other Govt or Private users. The user may also inspect and/or test the quoted/ordered goods and the related services to confirm their conformity to the tender qualification criteria, specifications and other quality control details incorporated in the tender/contract at the cost of the purchaser.

5.7 Only one bid will be accepted from OEM or through authorised agency/representative nominated by OEM for any type of equipment/ instrument. In case if more than one bid for any type of equipment/ instrument is received from OEM or through authorised agency/representative nominated by OEM, all such bids shall be summarily rejected.

5.8 Non-compliance of tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between bidder specification and supporting documents etc. may lead to rejection of the bid.

5.9 Furnishing of wrong/ambiguous information in the compliance statement may lead to rejection of bid and further black-listing of the bidder, if prima-facie it appears that the information in the compliance statement was given with a malafide/fraudulent intent.

SECTION – VI

Form-1

Checklist for Submission of Bids

Name of the Firm : M/s

Ser No.	Document / Information	Attached (Yes / No)	Page Number of Bid	
			From	To
1.	Bid Security Declaration Form as per Form-4 of Section-VI of this tender.			
2.	Tender Form as per Form-3 of Section-VI			
3.	OEM Authorization Certificate as per Form-4 of Section-VI			
4.	Documents and relevant details to establish that the goods and the allied services to be supplied by the Bidder conform to the requirement of the tender documents. These include documents such as compliance sheet, technical data, literature, drawings,etc.			
5.	Power of Attorney of firm / resolution of Board of Directors of company for person or persons authorized to sign the Tender			
6.	Power of Attorney / Authorization letter by the Manufacturer to Indian company/ firm/ representative to represent the Manufacturer in India			
7.	Copies of documents defining constitution and legal status of the Bidder			
8.	Documents indicating arrangements with the OEM (if the Bidder is not an OEM itself)			
9	Certified published profit & loss statement for the last three continuous years showing the turnover and financial results of the Bidder			
10.	Documentary proof (Purchase Orders) to show that the Bidder has supplied the quoted instruments during the past three years to any Govt Ministries/Department/Public Sector Undertaking/ National or International Scientific Institute / NABL accredited lab			
11.	Performance Certificate from Govt Ministries/Department/Public Sector Undertaking/ National or International Scientific Institute /NABL accredited lab.			
12.	Certificate for quoting 03 years Comprehensive On-site warranty and 04 years CAMC post warranty.			
13.	List of Spares and Consumables required for 10 years of trouble-free operation and maintenance.			
14.	GST Registration Certificate and latest GST Deposit receipt (in case of Indian Bidder)			
15.	An undertaking to the effect that the Price bid does not contain any conditions/options whatsoever of the price demanded for sale.			
16.	Certificate for non-blacklisting of firm and non-registration of criminal case			
17.	Duly Signed and stamped Integrity Pact			
18.	Any other documents that you consider necessary to strengthen your bid. (Yes/No/None required)			
19.	Certificate for minimum local content as per the Make in India Purchase Preference Policy, if claiming purchase preference under the MII PPP			

Note : The bidder shall give number to each page of the Technical Bid, fill this checklist and submit alongwith the bid. Non-compliance to this provision will lead to the rejection of the bid.

Form -2
TENDER ACCEPTANCE FORM

(To be submitted on Letter Head)

(e-Tender No. C-47011/OCB/EPC/2021-22/Mat.)

Having carefully gone through the whole Tender Document, we, M/s. _____, the Bidder, agree to all the terms and conditions mentioned in them and hereby, make the following offer to supply the Instruments/Equipments as per the Schedule requirements, delivery schedule and in conformity with all other conditions in the Tender Documents and amendments. We will arrange for demonstration of models of the Equipment/ Instrument being offered, within India as per the convenience of the Purchaser.

Bidder

1. Name of the Bidder _____
2. Address _____
3. Email _____
4. Phone _____ Fax _____
5. Income Tax Permanent Account Number(PAN): _____
6. Name and complete address of the Bidder's bankers _____
 - a) _____
 - b) _____
7. Name and designation of the person digitally signing and submitting the tender _____
8. Is the person digitally signing and submitting the tender authorised by the Bidder? (Yes/No) *(Please enclose scanned copy of the Board's resolution authorising the person to submit the bids without which the tender will be rejected)*
9. Whether business dealings with the Bidder currently stand suspended/ banned by any Ministry/ Department of Govt. of India or any State Govt.(Yes/No)

Qualification

10. Is the Bidder an OEM of the goods being offered? Yes/No
11. Is the Bidder an authorized agency / representative duly nominated by the OEM?(Yes/No)
(If yes, please enclose required documents as mentioned in qualification criteria)
12. Turnover of the Bidder during the past three years (in Rs. Crores)

2018-2019	_____
2019-2020	_____
2020-2021	_____
Average	_____

(Please enclose certified published annual reports. If the accounts are maintained in some other currency, please give the figures in that currency as well as its conversion at the exchange rate on the date of filling up this form. If the accounts are managed calendar year wise, please provide figures for 2018, 2019 and 2020.)

13. How many Equipment/ Instrument, being offered, has the Bidder supplied during the past three years in India or abroad? _____ *(Please enclose documentary proof –Purchase orders and minimum three performance reports)*

Offer

14. Make & Model Number of the Equipment/ Instrument offered _____

Technical documents to be enclosed

15. Technical Literature/brochure of the item quoted and Clause-wise response/compliance to requirements specified in *Annexure-II* of Tender Document. You may furnish additional information/ clarifications, documents, etc., in support of your offer.

Warranty maintenance

16. Do you have your own set up in India to provide the maintenance during warranty period?
(Yes/No)
17. If yes, please provide details (**in 100 words**) including experienced manpower & resources details and enclose relevant documents
-
-
-
18. If answer to question at 16 above is no, do you have any agreement with any other manufacturer or reputed agency to act as Maintenance contractor to provide maintenance during warranty and post warranty period?(Yes/No)
19. If answer to question 18 above is yes, please provide details (in 100 words) and enclose a copy of the agreement, including previous experience and manpower details of the proposed agency in maintenance of similar type of equipment/instruments.

Availability of Spares and Consumables for 10 years of trouble-free operation and maintenance

20. Does the OEM/Its Authorised representative agree to provide Spares and Consumable for 10 years of trouble-free operation and maintenance?(Yes/No)

After Sales Services/Post Contractual Support

21. Does the OEM/Its Authorized representative agree to provide After Sales Services/ post contractual support i.e. repair, maintenance, supply of spares parts etc and will take up the post warranty AMC when asked to do so?(Yes/No)

Documents to be enclosed

22. Have you enclosed the following documents?(Yes/No)
- Scanned copy of Bid Security Declaration Form? (Yes/No)
 - Tender Acceptance Form as specified in the Tender ?(Yes/No)
 - Documents and relevant details to establish that the goods offered conform to the requirement of the tender documents and Technical Literature/Brochure etc.(Yes/No)
 - Power of Attorney of firm / resolution of Board of Directors of company for person or persons authorized to sign the Tender;(Yes/No)
 - Authorization letter by the OEM (Manufacturer) or self declaration letter by OEM (if OEM is bidding) ; (Yes/No)
 - Copies of documents defining constitution and legal status of the Bidder;(Yes/No)
 - GST Registration Certificate and latest GST Deposit receipt (in case of Indian Bidder) (Yes/No)?
 - An undertaking to the effect that the Price bid does not contain any conditions/options whatsoever of the price demanded for sale.(Yes/No)
 - Certificate for non-blacklisting of firm and non-registration of criminal case?(Yes/No)
 - Certified published profit & loss statement showing the turnover and financial results.(Yes/No)
 - Purchase Order and Performance certificates (as per Section V) for the offered equipment/ instruments from Govt Ministries/Department/Public Sector Undertaking/ National or International Scientific Institute /NABL accredited laboratories.(Yes/No)
 - Certificate for quoting 03 years Comprehensive On-site warranty and 04 years CAMC post warranty.(Yes/No)
 - List of Spare and Consumables required for 10 years trouble free operation and maintenance alongwith a certificate that Spares & Consumables will be provided for at least 10 years.(Yes/No)
 - Duly Signed and stamped Integrity Pact(Yes/No)
 - Certificate for minimum local content as per the Make in India Purchase Preference Policy, if claiming purchase preference under the MII PPP. (Yes/No)

- o. Any other documents that you consider necessary to strengthen your bid. (Yes/No/None required)
-

.....

(Signature with date)

.....

(Name and designation)

Duly authorised to sign tender for and on behalf of

Form -3

MANUFACTURER'S AUTHORISATION FORM

To

.....
.....

(Name and address of the Purchaser)

Dear Sirs,

Ref. Your Tender Document No....., dated

We, who are proven and reputable manufacturers of (name and description of the goods offered in the tender) having factories at, hereby authorize Messrs..... (name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred Tender Documents for the above goods manufactured by us. Messrs (name and address of the agent) is having years' agreement/association with us since

We further confirm that no Supplier or firm or individual other than Messrs (name and address of the above agent) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred Tender Documents for the above goods manufactured by us.

We also hereby extend our full comprehensive warranty and service and support during warranty and CAMC, as applicable as per the Terms and Conditions of the Contract, for the item offered for supply by the above firm against this Tender Document.

Yours faithfully,

.....
.....

[Signature with date, name and designation]

for and on behalf of Messrs

[Name & address of the manufacturers]

Note : This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

Form-4

Bid Security Declaration Form

Tender No. C-47011/EC/OCB/2020-21/Mat

To

.....

.....

(Name and address of the purchaser)

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

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid;

or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
(i) fail or reuse to execute the contract, if required, or
(ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

Yours faithfully,

.....

.....

[Signature with date, name and designation]

for and on behalf of Messrs

[Name & address of the manufacturers]

Form -5

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

The Member Secretary
Central Pollution Control Board
Parivesh Bhawan, East Arjun Nagar, Delhi-110032

WHEREAS (name and address of the Supplier) (hereinafter called "the Supplier") has undertaken, in pursuance of contract no.....dated.....to supply (description of goods and services) (hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with and due performance of the contract;

AND WHEREAS we have agreed to give the Supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Supplier, up to a total of.....(amount of the guarantee in words and figures), and we hereby irrevocably and absolutely undertake to pay you immediately, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

The Bank guarantee shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this Bank Guarantee has been established in such form and with such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

The Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank or the Supplier.

The Bank further undertakes not to revoke this Guarantee during its currency except with the previous express consent of the Purchaser in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for an on behalf of the Bank.

This guarantee shall be valid upto and including the day of, 20.....

.....
(Signature with date of the authorised officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

Form-6

CERTIFICATE OF SUPPLY, INSTALLATION & COMMISSIONING

F.No. _____

Dated _____

1. Reference P.O.No. _____ date

2. It is certified that

(a) M/s _____ have completed the Supply, Installation and Commissioning of the EQUIPMENT /INSTRUMENTS Model _____ Serial No. _____ on _____ (date) at designated site _____ (name of the site).

b) The process of handing / taking over of the aforesaid system, accessories and services specified in the Contract to the satisfaction of the Purchaser, has been completed on _____ (date).

c) The aforementioned EQUIPMENT / INSTRUMENTS worked satisfactorily during the trial period of 15 days starting w.e.f. _____ (date) to _____ (date).

For Contractor

For Purchaser

Witness:

Witness:

Signature
Name
Designation
Address
Date

Signature
Name
Designation
Address
Date

Form -7

**CERTIFICATE FOR MINIMUM LOCAL CONTENT AS PER
THE MAKE IN INDIA PURCHASE PREFERENCE POLICY**

To

.....
.....

(Name and address of the Purchaser)

Dear Sirs,

Ref. Your Tender Document No....., dated

We.....,who are proven and reputable manufacturers of..... (name and description of the goods offered in the tender) hereby declare the goods offered by us / by our authorized agent has minimum local content of _____ % .

We confirm that the item offered meet the local content requirement for Class-I Local Supplier / Class-II Local Supplier as defined this tender under Make in India purchase preference policy.

We hereby confirm that the value addition under the above declared minimum content has been made in **India** at the following address:-

(give address where minimum local content has been added)

We further confirm that the above declarations are true and best to our knowledge. We know that false declarations will be a breach of the Code of Integrity, for which we or our successors can be debarred for up to two years alongwith such other actions as may be permissible under law.

Yours faithfully,

.....
.....

[Signature with date, name and designation]

for and on behalf of Messrs

[Name & address of the manufacturers]

Note : 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

FORM-8

INTEGRITY PACT

Between

Central Pollution Control Board (CPCB) hereinafter referred to as **“The Principal”**, and
..... hereinafter referred to as **“The Bidder/ Contractor”**

Preamble

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

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

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

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

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

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

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

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

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

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

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

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

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

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

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

Section 8 – Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission (Sh Jagdish Rai Garg, C/o Member Secretary, Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032, Phone-+91-120-4286713, Mobile No. 8008516763, email : jr.garg@yahoo.com). The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Chairman, CPCB.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, CPCB and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairman, CPCB within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman CPCB, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman CPCB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

INSTRUCTIONS FOR ONLINE BID SUBMISSION

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid. **Each page of the bid must be serially numbered.** Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.

- 3) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders.

Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD if applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD if applicable as per the instructions specified in the tender document. The original EMD should be submitted at Central Pollution Control Board, Pariveh Bhawan, East Arjun Nagar, Delhi-110032 on or before the due date prescribed on the NIT. The details of the EMD physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) A standard price bid schedule format has been provided with the tender document to be filled by all the bidders. If the price bid file is found to be modified by the bidder, the bid will be rejected.
- 6) The serve time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings..

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 2337315.

TECHNICAL SPECIFICATIONS**1 General**

1.1 These specifications shall be read in conjunction with the General Conditions of Contract. If these are at variance with general conditions of contract, these will prevail. The technical specifications in this Section are indicative and not exhaustive. Bidder should offer the advanced and efficient model of Equipment/Instrument.

2 Supply Details

2.1 Supply of Equipment/Instruments complete with accessories, spares, consumables, etc., as specified in this Section.

3 General Requirements

3.1 The work herein specified shall be performed by fully competent workmen in a thorough professional manner. All materials furnished by the Bidder shall be new, and shall conform to applicable Indian standards or any international standard.

3.2 The manufacturer shall provide one set of Software of the equipment in USB media, for each Equipment/Instrument. The same shall be handed over to the user Laboratory at the time of conducting Site Acceptance Test.

3.3 No-objection certificate (NOC) or Type approval from Atomic Energy Regulatory Board (AERQ) of India should be submitted for the Equipment / Instruments deploying radiation source or as applicable, along with the Technical Bid. Alternately, the bidder shall assist CPCB to obtain the NOC from AERB.

4 Specifications of Equipment/Instruments

4.1 Specifications of the equipment/instruments required for CPCB are given in succeeding pages.

4.2 Equipment/ Instrument having better specifications may be accepted, however, without any price preference.

5 Equipment/ Instrument Acceptance & Calibration

5.1 To check the performance of the equipment/ instrument, after installation and commissioning at site, the Bidder is required to conduct analysis. In addition, laboratory samples will be also analysed before acceptance.

5.2 Bidder should have its Application Laboratory in India to provide primary service support, including periodic calibration, as required. Details of the Application Laboratory may be submitted.

6 Software

6.1 The software offered by the Bidder for Equipment / Instrument must be licensed for life time and should not need any renewal.

7 Responsibility for completeness

7.1 Any component or part of it or accessories not mentioned in the specification but which are usual or necessary are to be provided by the Bidder without extra charge as to make the equipment complete in all respects to meet the specifications.

8 Instruction/Technical Manual

8.1 The Bidder shall hand over to the user Laboratory the Instruction /Technical Manuals and one set of spare parts catalogue for all the equipment at the time of conducting Site Acceptance Test. It shall contain full details and drawings of all the equipment, testing, operation, installation and maintenance procedures of the equipment.

8.2 After commissioning and initial operation of the equipment, if the instruction manual requires any modification / additions / changes, the modified sheet shall be submitted by the Bidder to the Purchaser.

8.3 All manuals and documents shall be in English language and in such a way that a qualified engineer / technician is able to fully understand and do the preventive as well as breakdown maintenance with the help of these manuals.

TECHNICAL EVALUATION OF SPECIFICATION OF ENERGY DISPERSIVE X-RAY FLUORESCENCE (EDXRF) SPECTROMETER SYSTEM

Procurement of instruments / equipment for Central Pollution Control Board Laboratories (Instrumentation Laboratory)				
Equipment Name: ENERGY DISPERSIVE X-RAY FLUORESCENCE (EDXRF) SPECTROMETER SYSTEM				
Quantity: 2 (Two) No.				
S. No.	Specifications	Requirement	Bidder's Response (Bidder shall indicate "Complied" or "Non Complied" as applicable in each row. Technical Literature / published document should be submitted to prove compliance)	
			Complied or Non Complied	Supporting Document & Attachment No.
1.0	System	ED-XRF System for elemental analysis of Particulate matter collected on filter papers, solids, semi solids, Pressed powder, Loose powders, Liquids, Fused beads, Slurries, Granules, Filters Films and coatings under Vacuum or Helium or both atmosphere.		
2.0	Analysis range	As per EPA IO 3.3 Test Method for 44 specified elements & for others 10 ng to 1000 ng absolute or more		
3.0	Analysis Time	≤45 minutes per sample		
4.0	Element detection Range	Fluorine to Uranium		
5.0	Excitation Source/ probe beam	Direct or polarized type is acceptable with computer controlled secondary target system or beam transmission filters. The system should be provided with an X ray generator of suitable capacity to power a X-Ray tube with Rhodium or Silver or Pd/Co Anode material to excite all element from F to U. For Polarized type excitation source, power source should be >200watt		

5.1	Window size	The X ray tube should be preferably of metal ceramic insulation with thin Be window of not more than 75 μ m.		
5.2	Power setting	The power setting of X ray tube should be controlled through software. The tube should operate at minimum voltage of 50kV and minimum current of 3000 μ A. The X ray beam should either be off-centered, or in concert with a sample spinner.		
6.0	Detector	High resolution silicon Drift detector with peltier cooling system with thin Be window of not more than 10 μ m.		
6.1	Resolution	< 145eV @5.9 KeV. The detector for the full analytical range of environmental analysis.		
6.2	Input Count rate	should be linear to atleast 1.5Mcps		
7.0	Device instrument/ software and application software for composition analysis	The software should have facility to set standard sample and also have facility for standard less analysis for bulk quantitative samples such as oxides, metals and composition coatings using standard samples and calibration curve.		
7.1		The quantitative analysis software should have various correction methods including intensity calculation, drift correction, Blank Correction, internal standard correction and overlap correction.		
7.2		The software should have a wide array of user defined utilities such as selecting and viewing data, changing data display format, changing a processing profile, editing quantitative conditions, reloading and saving analytical conditions		
7.3		The software should have various report templates that can be user editable. The report templates must be able to extract and incorporate data such as image calibration curve, analytical results and statistical data. The report must be printable.		

7.4		The software should have a database comprising of content and characteristic X-Ray library. The content library should be editable such as adding, deleting, copying and saving.		
7.5		The software should be able to analyse the less volume and irregular shapes samples effectively.		
7.6	Operation Software	<ul style="list-style-type: none"> • Pre-loaded latest operating system with Licensed CD or compatible with the main instrument • Latest MS Office, Professional with media, manual and Licensed CD • Preloaded Antivirus with latest version of 3 years or more lifetime along with Licensed CD (if required). 		
8.0	Quality Control Support	The software should have facilities of performing high accuracy qualitative as well as quantitative analysis of elements and materials in sample using standard samples and calibration curve.		
8.1		It should meet the limit of Quantification (LOQ) as per EPA IO 3.3 Test Method, accuracy and repeatability for air filters with respect to NIST SRM 2783 (Standard Reference Materials, National Institute of Standards and Technology).		
8.2		Supplier should provide Certificate on Installation Qualification (IQ), Performance Qualification (PQ) of CRM & Operational Qualification (OQ) during the installation of the instrument. The activity should cover limit of detection and limit of quantification.		
9.0	Minimum Detection Limits	For Air filter paper as per Annexure 'A'. Minimum detection limit for soil/ sediment, solid material sample may be specified by bidder.		
10.0	Sample changer	Minimum 10 position automatic sample changer with provision of future upgradation of >50 samples along with facility for individual spinning for improved statistics for unattended operation		
11.0	Air filter sample holders	Minimum 10 holders to accommodate 27mm, 35 mm and 47 mm filter substrates.		

12.0	Sample spinner	The EDXRF should be fitted with a sample spinner mechanism with 30rpm speed.		
13.0	Operation environment	15 to 35 °C		
14.0	Measurement area	Regular samples: - Solids 27 mm – 51.5 mm diameter. Air filters – Air filter samples of diameter (27mm, 35mm and 47mm filter substrates).		
15.0	Safety provisions for the instrument and operation	The EDXRF should have provisions for switching of X-rays in case of an incorrect command or if the door/lid of EDXRF is opened via operation. The EDXRF should be safe from X-ray radiations emitting out of it and should have NOC/type approval from AERB, India.		
16.0	Data storage, transfer and display	The system should be supplied with a latest Laptop PC with 19 inch colour and colour laser printer and atleast 1 TB hard drive and 16 GB RAM. The PC should be of a reputed brand HP/ Compaq/ IBM/ Dell.		
17.0	Power supply	The EDXRF should work at standard 230 v, 50Hz single phase input supply. Necessary UPS to be supplied by vendor.		
18.0	Vacuum and Helium Purge system	System should have provision to measure samples in an inert atmosphere. For this vacuum/helium purge system should be provided. Also vendor should provide cylinder and regulator.		
19.0	Service Support	Necessary Hardware and software kits and tools for supporting remotely through telephone or internet connection		
20.0	Other points	The successful bidder shall give an undertaken that the spares must be made available for atleast 10 years from the date of installation and commissioning. Compliance of specifications shall be authenticated by the manufacturer point by point. Technical bids will be evaluated on the basis of information and data provided in the bids as well as the actual performance of the equipment/ instruments being offered. Technical		

		bids of the Bidders, who fulfil technical qualification criteria, shall be evaluated first in terms of requirements/specifications as per the tender document. If the details/data given in the technical bids are found in conformity with the technical specification, testing of the models offered by the Bidders may be carried out, only wherever found necessary, by the CPCB to ascertain the actual performance of the equipment/ instrument and shall not be considered in case of unsatisfactory performance. Bidder will arrange, at his cost, the demonstration of the equipment/ instruments.		
21.0	Scope of work	The vendor own complete responsibility for delivery, installation and commissioning of EDXRF to the satisfaction of CPCB.		
22.0	Additional Items			
22.1	Helium gas regulator - Two numbers	Helium gas regulator (two stages) with necessary tubing and connectors.		
22.2	Helium Gas Cylinder - Two numbers	High pressure seamless steel cylinder fitted with high purity Helium gas having gas capacity 7m ³ , water capacity 47 Litres, Should be ISI marked conforming to IS 7285 specifications. Flat bottom with valve as per complete neck ring and cap painted as specified under Gas Cylinder Rules along with Hydraulic test certificate and explosive certificate from Chief Controller of Explosives, Nagpur as per BIS standards.		
22.3	Operation Kit	Manufacturers standard operation kit including all required items, fillings for start-up/ regular operation of instrument		
22.4	Operation/ Maintenance manual	Operation and maintenance manual for each unit		
22.5	Analytical manual	Analytical manual including applications for various system		
22.6	Service Manual	Service manual with one set of required tools for each sub-system/ unit		
22.7	Trouble shooting charts	Trouble shooting charts		

22.8	Spare parts catalogue	Spare parts catalogue		
22.9	Application Notes	Application notes for trace metal analysis in environmental, biological, geological, metallurgical and industrial samples.		
22.10	Dust Cover	Dust cover		
22.11	Consumables	For five years operation		
23.0	Installation	The vendor shall provide installation, system checks of the spectrometer and all accessories and energy calibration.		
23.1	Pre requirement	Pre-installation requirement if any to be provided well in advance i.e. before 2 – 3 months.		
24.0	Training, Warranty and AMC	One week informal on-site training on the use and operation of the instrument completion of installation followed by compulsory (all expenditure inclusive) one week training to two scientists per instrument on software training, operation, maintenance and trouble-shooting aspects of instrument at manufacture's application laboratory abroad		
24.1		Comprehensive 3 years' warranty with spares from the date of successful installation of the instrument should be covered.		
24.2	Comprehensive Annual Maintenance Contract (CAMC)	Vendor should provide the additional 4 years comprehensive annual maintenance contract (CAMC) from the date of successful completion of warranty.		
(One Set)				
25.0	Essential Calibration Standards Standards	List of standards (Micromatter™ Technologies Inc., Canada or similar certified standards) of air filters to be supplied by the vendors: The standards for each of the following elements as single standards (Na, Mg, Al, Si, P, S, Cl, K, Ca, Sc, Ti, V, Cr, Mn, Fe, Co, Ni, Cu, Zn, Ga, Ge, As, Se, Br, Rb, Sr, Y, Mo, Rh, Pd, Ag, Cd, In,		

		Sn, Sb, Te, I, Cs, Ba, La, W, Au, Hg, Tl, Pb) in the concentration range of $\sim 0.5\text{-}2.0\mu\text{g}/\text{cm}^2$, and $\sim 3\text{-}8\mu\text{g}/\text{cm}^2$ respectively, with appropriate mounting, along with 3 blanks.		
25.1		3 standards each of the following 6 elements as multi element standard should also be supplied: <ul style="list-style-type: none"> Al, Si, Ti, Fe, Mg, Ca in the concentration range of $\sim 0.5\text{-}2.0\mu\text{g}/\text{cm}^2$, $\sim 3\text{-}8\mu\text{g}/\text{cm}^2$, $\sim 15\text{-}20\mu\text{g}/\text{cm}^2$, respectively S, K, V, N, Cu, Zn in the concentration range of $\sim 0.5\text{-}2.0\mu\text{g}/\text{cm}^2$, $\sim 3\text{-}8\mu\text{g}/\text{cm}^2$, $\sim 15\text{-}20\mu\text{g}/\text{cm}^2$, respectively. 		
25.2		NIST Traceable Standard Reference Material 2783 air filter standard.		
26.0	Optional	The compatible attachment with robotic arm to accommodate at least 40 samples at a time for a continuous analysis.		
		NIST Traceable Standards Standard Reference Material- SRM 8704, 2711a, 2710a, 2709a, 2781 & 2782		
26.1		The vendor should quote the all the essential accessories required to make the EDXRF a self-sufficient, independent unit.		
26.2		The vendor should quote all the spare parts as optional item required for smooth functioning of the instrument under the real environmental conditions at least for five years. The vendor should also clearly mention spare part number, its description and unit price.		
General Condition of Supply				
27.1		The instrument and all its sub units should operate on 230 ± 10 volts 50 Hz power supply.		
27.2		All the operation and maintenance manuals, circuit diagrams, application notes and application software to be supplied should be in English language.		

27.3		The supplier / manufacturer should have Indian agent to provide after sales service.		
27.4		The main unit and all the sub units of the instrument should be serviced by the Indian representative of supplier.		
27.5		The Bidder should be a manufacturer/authorized representative of a manufacturer.		
27.6		Bidders shall invariably furnish documentary evidence (Brochure/catalogue, client's certificate – at least two) in support of the satisfactory operation of the equipment as specified above.		
27.7		Notwithstanding anything stated above the purchaser reserves the right to assess the capability and capacity of the bidder to perform the contract, should the circumstances warrant such an assessment in the overall interest of the purchaser.		

TECHNICAL SPECIFICATION OF ADVANCED MERCURY ANALYSER FOR ENVIRONMENTAL SAMPLE ANALYSIS

Procurement of instruments / equipment for Central Pollution Control Board Laboratories (Instrumentation Laboratory)				
Equipment Name: Mercury Analyser				
Quantity: 1 (One) No.				
S. No.	Specifications	Requirement	Bidder's Response	
			Complied or Non Complied	Supporting Document & Attachment No.
1.0	INSTRUMENT COMPOSITION			
	Mercury Analyser (Direct Mercury Measurement)	Software controlled, dedicated Mercury Analyser for the direct analysis of total Mercury in environmental samples (i.e. Water, Wastewater, Soil, Sediment, Biota, Hazardous Waste, Air Filter Paper Samples etc.) using the principle of Thermal Decomposition, Amalgamation and Atomic Absorption as per US EPA Method 7473.		

Procurement of instruments / equipment for Central Pollution Control Board Laboratories (Instrumentation Laboratory)				
Equipment Name: Mercury Analyser				
Quantity: 1 (One) No.				
S. No.	Specifications	Requirement	Bidder's Response	
			Complied or Non Complied	Supporting Document & Attachment No.
		The instrument should have fully equipped with a decomposition furnace to release mercury vapour instead of the chemical reduction step used in traditional liquid-based analysers. Both solid and liquid matrices can be loaded directly into the instrument's auto sampler and analyse without acid digestion or sample preparation.		
2.0	TECHNICAL REQUIREMENT			
2.1	Detection technique	Thermal Decomposition, followed by Amalgamation and Atomic Absorption with inbuilt facilities to eliminate the condensation of gases released during sample decomposition.		
2.2	Optics	Double Beam		

Procurement of instruments / equipment for Central Pollution Control Board Laboratories (Instrumentation Laboratory)				
Equipment Name: Mercury Analyser				
Quantity: 1 (One) No.				
S. No.	Specifications	Requirement	Bidder's Response	
			Complied or Non Complied	Supporting Document & Attachment No.
2.3	Wavelength	253 – 254 nm		
2.4	Light Source	Low pressure Mercury Lamp or equivalent		
2.5	Detection limit	0.1 ng/ml Hg or better		
2.6	Working Range	0.10 to 1000 ng/ml of Hg or better wide range.		
		Separate facilities should be available for independent analysis of samples holding concentration at ng/l, µg/l and mg/l levels without any delay time.		
2.7	Reproducibility	≤ 2.0% @ 1.0 ng/ml Hg		
2.8	Analysis time	Approx. 7 minutes per sample		
2.9	Intake sample size	Solid sample weight up to 1500 mg		
		Liquid sample volume up to 1500 µl		

Procurement of instruments / equipment for Central Pollution Control Board Laboratories (Instrumentation Laboratory)				
Equipment Name: Mercury Analyser				
Quantity: 1 (One) No.				
S. No.	Specifications	Requirement	Bidder's Response	
			Complied or Non Complied	Supporting Document & Attachment No.
		Note: Range of sample volume taken for analysis 0.1 to 1 ml for better results Maximum sample holder capacity (Boat capacity) -1.5 ml or better		
2.10	Mercury trap	Suitable Mercury trap should be provided to prevent analytical interference as well as mercury contamination in work place.		
3.0	AUTO SAMPLER			
	Capacity of Auto sampler	Provision for 30 or more sample vials		
4.0	MERCURY FREE GAS GENERATOR (work as carrier gas)			
	Gas Generator (Imported, durable & branded equipment.)	Suitable, portable, noise free, corrosion free, oil free gas generator with necessary tubing and connectors to supply gas to the main unit. Should provide consumables for 3 years.		

Procurement of instruments / equipment for Central Pollution Control Board Laboratories (Instrumentation Laboratory)				
Equipment Name: Mercury Analyser				
Quantity: 1 (One) No.				
S. No.	Specifications	Requirement	Bidder's Response	
			Complied or Non Complied	Supporting Document & Attachment No.
5.0	DATA WORK STATION			
5.1	Application Software	Programme facility with multitasking software.		
		Should provide complete control of instrument with instrument status display and its various accessories.		
		Provide accurate and reproducible time averaged, integration, non-averaged integration, multi-level calibration.		
		Software should handle instrument linear absorbance reading, concentration, integration time, built in statistics, calibration equation control, slope of analytical curve using operator selective calibration standard.		
		Built in interface for computer connection and use of optional accessories.		

Procurement of instruments / equipment for Central Pollution Control Board Laboratories (Instrumentation Laboratory)				
Equipment Name: Mercury Analyser				
Quantity: 1 (One) No.				
S. No.	Specifications	Requirement	Bidder's Response	
			Complied or Non Complied	Supporting Document & Attachment No.
		Comprehensive quality control protocols facility including blank, multiple quality control standards, QA/QC audit trail and calibration failure.		
5.2	Computer System (LAPTOP)	Laptop		
	Make	Reputed brand such as HP/Compaq etc. or compatible with the instrument.		
	Processor	Intel Core i7 processor with 3.60 GHz		
	RAM	8 GB RAM		
	HDD	1 TB		

Procurement of instruments / equipment for Central Pollution Control Board Laboratories (Instrumentation Laboratory)				
Equipment Name: Mercury Analyser				
Quantity: 1 (One) No.				
S. No.	Specifications	Requirement	Bidder's Response	
			Complied or Non Complied	Supporting Document & Attachment No.
	Software	<ul style="list-style-type: none"> Windows 10 Home, Microsoft Office 2016 or compatible with the system Wi-Fi compatible Bluetooth Wireless latest technology 		
	Laptop size	Not less than 14.0" , Full HD Screen		
	Ports	At least 3 USB ports with 3.0 or more with VGA, LAN 1PS and HDMI port		
	CD/ DVD Drive	Inbuilt CD and DVD Drive		
	Key board	One extra Key board with Cordless facility		
	Mouse	Cordless, Optical mouse with pad		

Procurement of instruments / equipment for Central Pollution Control Board Laboratories (Instrumentation Laboratory)				
Equipment Name: Mercury Analyser				
Quantity: 1 (One) No.				
S. No.	Specifications	Requirement	Bidder's Response	
			Complied or Non Complied	Supporting Document & Attachment No.
	Ethernet	64 bit auto selectable 10/100 MBPS or better		
	Graphics	Internet ready with integrated Graphics		
	Sound	Integrated sound card and inbuilt stereo speakers		
	Printer	Branded Wi-Fi and Bluetooth enabled LaserJet Printer		
	Laptop Briefcase	Waterproof Laptop Briefcase having option of Key & Lock and suitable to carry the Laptop along with its accessories etc. for field study.		
5.3	Operation Software	Pre-loaded latest operating system with Licensed CD or compatible with the main instrument		
		Latest MS Office, Professional with media, manual and Licensed CD		

Procurement of instruments / equipment for Central Pollution Control Board Laboratories (Instrumentation Laboratory)				
Equipment Name: Mercury Analyser				
Quantity: 1 (One) No.				
S. No.	Specifications	Requirement	Bidder's Response	
			Complied or Non Complied	Supporting Document & Attachment No.
		Preloaded Antivirus with latest version of 3 years or more lifetime along with Licensed CD		
6.0	QUALITY CONTROL SUPPORT	Supplier should provide Certificate on Installation Qualification (IQ), Performance Qualification (PQ) & Operational Qualification (OQ) during the installation of the instrument. The activity should cover limit of detection and limit of quantification.		
7.0	ADDITIONAL ITEMS	Following items to be supplied:		
	Spare/ Consumables	Spare catalyst, spare Gold amalgamator, Mercury Trap and any other necessary consumables should be provided for 3 years trouble free run.		
	Sample loaders	Quartz or metal sample loaders (Sample Boat) sets should be provided for 3000 samples.		

Procurement of instruments / equipment for Central Pollution Control Board Laboratories (Instrumentation Laboratory)				
Equipment Name: Mercury Analyser				
Quantity: 1 (One) No.				
S. No.	Specifications	Requirement	Bidder's Response	
			Complied or Non Complied	Supporting Document & Attachment No.
	Analytical Balance	Suitable analytical balance along with weighing box and valid calibration certificate is required for sample processing.		
	Application Notes	US EPA (7473), ASTM (D-6722-01), ASTM (D-7623-10), APHA etc. Methods and all necessary application notes to be provided. Other application notes also to be provided for various environmental, biological, geological, metallurgical and industrial sample analysis.		
	Operation kit	Manufacturers Standard Operation Kit including all required items, tubing, fittings for start-up /regular operation of instrument/ tool kit		
	Operation / maintenance manual	Operation and Maintenance manual for each unit		
	Analytical manual	Analytical Manual including application		

Procurement of instruments / equipment for Central Pollution Control Board Laboratories (Instrumentation Laboratory)				
Equipment Name: Mercury Analyser				
Quantity: 1 (One) No.				
S. No.	Specifications	Requirement	Bidder's Response	
			Complied or Non Complied	Supporting Document & Attachment No.
	Service manual	Service Manual with one set of required tools for each system / unit		
	Trouble shooting charts	Trouble shooting charts		
	Spare parts catalogue	Spare parts catalogue		
	Dust Cover	One for each unit.		
	Certified Reference Material	Valid Mercury Standards (both Water & Soil) including NIST Certificate with minimum two years self-life.		
	Requirement of Service Support after Sale.	Must address and resolve the technical error within 24 hours.		
	Availability of Spare	Should ensure the availability of spares for minimizing the breakdown period.		

Procurement of instruments / equipment for Central Pollution Control Board Laboratories (Instrumentation Laboratory)				
Equipment Name: Mercury Analyser				
Quantity: 1 (One) No.				
S. No.	Specifications	Requirement	Bidder's Response	
			Complied or Non Complied	Supporting Document & Attachment No.
8.0	OTHER POINTS	The Technically qualified L1 (Lowest one) Bidder may satisfactorily demonstrate the suitability of the instrument offered by them for analytical purpose specified in the tender documents by analysing the samples provided by CPCB as part of tender evaluation process. Evaluation criteria may depend upon demonstration of quoted instrument/ model.		
9.0	INSTALLATION IN INDIA	The company must have three or more successful installation in India.		
10.0	WARRANTY	Comprehensive 3 years' warranty with spares from the date of successful installation. Warranty will start from the date of complete installation.		
11.0	COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC)	The bidder should provide further 4 years CAMC from the date of completion of comprehensive warranty period. The rates of CAMC/AMC should be taken for comparison purpose for L-1.		

Procurement of instruments / equipment for Central Pollution Control Board Laboratories (Instrumentation Laboratory)				
Equipment Name: Mercury Analyser				
Quantity: 1 (One) No.				
S. No.	Specifications	Requirement	Bidder's Response	
			Complied or Non Complied	Supporting Document & Attachment No.
12.0	OPERATION AND MAINTENANCE TRAINING	Two weeks (one week at manufacturer's application laboratory and another one week at installation site) training to be provided to two Scientists on software training, operation, maintenance and troubleshooting aspects of instrument without any additional cost at manufacturer's facility/ application laboratory in abroad.		
13.0	GENERAL CONDITIONS OF SUPPLY			
13.1		The instrument and all its sub units should operate on 230 ± 10 volts 50 Hz power supply.		
13.2		The instrument should comfortable run within Temp 15-50°C & Humidity 0 - 80 %.		

Procurement of instruments / equipment for Central Pollution Control Board Laboratories (Instrumentation Laboratory)				
Equipment Name: Mercury Analyser				
Quantity: 1 (One) No.				
S. No.	Specifications	Requirement	Bidder's Response	
			Complied or Non Complied	Supporting Document & Attachment No.
13.3		All the operation and maintenance manuals, circuit diagrams, application notes and application software to be supplied should be in English language.		
13.4		The supplier / manufacturer should have Indian agent to provide after sales service.		
13.5		The main unit and all the sub units of the instrument should be serviced by the Indian representative of supplier.		
13.6		The Bidder should be a manufacturer/ authorized representative of a manufacturer, who have designed, manufactured, tested and supplied two numbers of such equipment similar to the type specified in the last three years to Government, Ministries/ Department/ Public Sector Undertaking/ Scientific Institute of Nature or International		

Procurement of instruments / equipment for Central Pollution Control Board Laboratories (Instrumentation Laboratory)				
Equipment Name: Mercury Analyser				
Quantity: 1 (One) No.				
S. No.	Specifications	Requirement	Bidder's Response	
			Complied or Non Complied	Supporting Document & Attachment No.
		Repute/ NABL Laboratories.years, which shall be in successful operation for at least 2 years as on the date of bid opening.		
13.7		The bidder should furnish the information on past supplies and their satisfactory performance.		
13.8		Bidders shall invariably furnish documentary evidence (client's certificate – at least three) in support of the satisfactory operation of the equipment as specified above.		
13.9		The Bidder shall give an undertaking that the spares/ consumables must be available for a period of 10 years from the date of installation.		

Procurement of instruments / equipment for Central Pollution Control Board Laboratories (Instrumentation Laboratory)				
Equipment Name: Mercury Analyser				
Quantity: 1 (One) No.				
S. No.	Specifications	Requirement	Bidder's Response	
			Complied or Non Complied	Supporting Document & Attachment No.
13.10		Notwithstanding anything stated above the purchaser reserves the right to assess the capability and capacity of the bidder to perform the contract, should the circumstances warrant such an assessment in the overall interest of the purchaser.		
13.11		Pre-installation requirement if any to be provided well in advance i.e. before 2 – 3 months.		