

REQUEST FOR PROPOSAL (RFP)

Selection of vendor for supply of Chemical lab equipment

Tender No: Chemical Lab Equipment/Excise/2023/03

Dated: 22/11/2023

**Department of Prohibition, Excise and Registration Government
of Bihar**

1 Introduction

1. As per new Excise Policy 2016, the Government of Bihar has decided to effectively monitor misuse of alcohol by citizens. The Department of Prohibition, Excise and Registration ("The Department") is working closely with other departments like Police and Administration to effectively implement the policy.
2. The Department of Prohibition, Excise and Registration, Govt. of Bihar invites bids from eligible agencies to supply equipment for the chemical lab of the Department to carry out tests for presence of alcohol or related substances in the samples collected across the state etc.
3. All proposals submitted in response to the RFP document must be accompanied by an EMD of Rs 1,00,000 (Rupees One lakh Only) in the form of Bank Guarantee in of **Excise Commissioner Cum I.G. Registration, Account Number – 922020004238912, Branch Name – AXIS Bank Limited Raja Bazar**, payable at Patna. Bids submitted without adequate EMD will be liable for rejection.
4. The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

2 Schedule of Bid Process

SL#	Information	Details
1.	RFP No. and Date of availability	Chemical Lab Equipment/Excise/2023/03 Available for download from 22Nov2023, 4:00 PM onwards till 7Dec 2023, 4:00 PM
2.	Last date for submission of written queries for clarifications	27Nov 2023, 5:00 pm Email: excise-bih@nic.in
3.	Date of pre-bid conference	28Nov 2023, 4:30 pm at Conference Room, Department of Prohibition, Excise and Registration, Vikash Bhawan, New Secretariat Patna – 800 015
4.	Release of response to clarifications	29Nov 2023, 5:00 PM
5.	Last date of submission of bid	7 Dec 2023, 4:00 PM
6.	Opening of Bids	7 Dec 2023, 4:30 PM
7.	Contact person for queries	Subodh Kumar Yadav Chemical Examiner, Excise Patna, Bihar Email: excise-bih@nic.in , excisechemist@gmail.com

3 Scope of work:

1. The bidder shall supply, install, and commission below mentioned equipment at the Offices of Excise Chemical lab in three locations as per the direction of the Department.
 - a) Melting point apparatus
 - b) Incubator
 - c) Oven
 - d) Analytical balance
 - e) ph meter
 - f) TDS
 - g) Turbidity meter
 - h) Alcohol distillation
 - i) Hydrometer Set
 - j) Alcohol meter set
2. The successful bidder shall deliver above mentioned lab equipment strictly as per the specifications mentioned in Annexure II of the RFP.
3. The bidder shall provide required operational trainings to the personnel deployed at the installation site.
4. The bidder shall provide at least 10 day's onsite training post installation including some method development for alcohol analysis.
5. The devices should have following safety and regulatory certifications like international electrotechnical commission (IEC), CSA, NRTL, EMC, RFI & ISO 9001.
6. The bidder shall provide warranty/guarantee of the mentioned above devices for a period of at least one year from the date of commissioning and shall provide CAMC (including all the spare parts, service etc.) for the period of 5 years post the completion of warranty/guarantee period.
7. The cost of installation, commissioning, transportation, and other overhead costs (if any) shall be borne by the bidder.
8. Compliance statement with original catalogue from OEM to be enclosed. All related and essential accessories are to be quoted by the bidder.
9. Spare parts for two years/Requisite must be supplied with the system for smooth operation.
10. The bidder shall not engage any subcontractors or transfer the contract to any other person in any manner.
11. All legal proceedings, arising out of this contract shall be subject to the jurisdiction of the courts situated at Patna, Bihar.

4 Comprehensive Annual Maintenance Contract:

The bidder shall provide CAMC (including spares, service etc.) for the period of at least 3 years post the completion of warranty/Guarantee period. Scope of CAMC shall include: (a) supply of all spare parts, (b) periodical preventive maintenance visits, (c) unlimited 'on-call' visits to attend to the repairs and breakdowns. During CAMC all parts/components shall be repaired / replaced by the Bidder. No extra payment shall be made for the replacement of hardware/its associated components/parts.

5 Warranty:

- 1) The bidder shall provide warranty of the equipment supplied for a period of at least one year.
- 2) In case any damage is found in the equipment/defective item received, the bidder shall ensure to replace the defective item with new equipment of same specification as mentioned in the RFP. The bidder shall replace the same within 48 hours from the intimation date at free of cost.

6 Timelines:

The bidder shall supply, install, and commission the equipment within 4 weeks from the issue of Work Order/Purchase order.

7. Payment Terms:

Phases	Payment to be released
Delivery of the Equipment as per the specifications mentioned in RFP	70% of order value shall be paid on receipt of goods in a good condition.
Commissioning	Remaining 25% shall be paid to the Bidder after the successful commissioning and acceptance of equipment by the Department. *Certificate of delivery and acceptance shall be submitted to the Department as per the template mentioned in RFP.
Exit	Remaining 5% on exit

8. Penalty

Particulars	Penalty
Delay in supply of Equipment	If the delivery is not made within due date for any reason, the penalty @1% per week shall be levied subject to maximum 10% of the contract value/price.
Repair or replacement of parts of any device shall be done within 48 hours after the problem have been detected.	Penalty @0.5% per week shall be levied subject to maximum 5% of the contract value/price value.

9 Dispute Resolution

- a) The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws.
- b) All settlement of disputes or differences whatsoever, arising between the parties out of or in connection to the construction, meaning and operation or effect of this Offer or in the discharge of any obligation

arising under this Offer (whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably between Department and the vendor's representative.

- c) In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:
 - i. Conciliation: - All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be first settled by way of conciliation and failing which, by way of arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.
 - ii. The dispute shall be first referred to the Development Commissioner for conciliation who shall conduct conciliation proceedings which will be held at Patna, Bihar.
 - iii. Arbitration: - In case the conciliation proceedings fail, the dispute shall be referred to the arbitration as per the Arbitration Act.
 - iv. All legal disputes will come under the sole jurisdiction of Patna, Bihar. The venue of the arbitration shall be Patna.
- d) The Arbitral award shall be final and binding on both the parties.
- e) Work under the contract shall be continued by the vendor during the arbitration proceedings unless otherwise directed in writing by Department unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due, or payable by Department, to the vendor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

10 Fraud or Corrupt Practices

a. The Bidders shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained in this RFP, or in LOA or the Agreement, the Department of Excise and Prohibition, Government of Bihar may reject a bid, withdraw the LOA, debar the bidder for a period of one year from participating in the future projects of the Department or terminate the Agreement, as the case may be without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices. In such an event, the Department of Excise and Prohibition, Government of Bihar shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidders Proposal.

b. Without prejudice to the rights of DEPARTMENT under Clause above and the rights and remedies which the DEPARTMENT may have under the LOI or the Agreement, if a Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent

practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by DEPARTMENT during a period of <1(one)year> from the date such Bidder, is found by DEPARTMENT to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

c. For the purposes of this Section, the following terms shall have the meaning here in after respectively assigned to them:

- “corrupt practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of tendering and execution of the project;
- “fraudulent practice” means aim is representation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- “coercive practice” means impairing or harming or threatening to impairer harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process;
- “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Department of Excise and Prohibition, Government of Bihar with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection process.

11. Indemnification

- a) The Bidder shall, at its own expense, defend and indemnify Department against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Bidder’s) employees or agents, or by any other third party resulting from or by any gross negligence and/or wilful default by or on behalf of the Bidder and against any and all claims by employees, workmen, contractors, sub- contractors, suppliers, agent(s), employed, engaged, or otherwise working for the Bidder, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.
- b) The Bidder shall indemnify, protect and save Department and hold Department harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly from (i). a gross negligence and/or wilful default of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract (ii). breach of any of the terms of this tender document or breach of any representation or warranty by the Bidder (iii). use of the deliverables and or services provided by the Bidder (iv). Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.
- c) The Bidder shall further indemnify Department against any proven loss or damage to Department’s premises or property, etc., due to the gross negligence and/or wilful default of the Bidder’s employees or representatives to the extent it can be clearly established that such employees or representatives acted

under the express direction of the Bidder.

- d) The Bidder shall further indemnify Department against any proven loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on Department for malfunctioning of the equipment at all points of time.
- e) The vendor shall ensure compliance with all applicable laws, local and central including all labor laws like ESI ,EPF, Minimum wages Act, Bihar shops and establishments act , Contract Labour (Regulation and Abolition)Act 1970 , Payment of Bonus etc. and shall keep the Department indemnified and harmless in case of violation of any applicable laws.

12. Termination & Blacklisting:

- a) The Department may terminate this Agreement and Blacklist/Debar the vendor, in case of occurrence of any of the events specified below. In the event of such an occurrence, the First Party may give not less than 30 days written notice of termination to Second Party.
- b) If the vendor is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 days.
- c) If the vendor becomes insolvent or goes into compulsory liquidation
- d) If the vendor, in the judgement of Department, has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- e) If the vendor submits to Department a false statement which has material effect on the rights, obligations, or interests of the Department.
- f) If the vendor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Department.
- g) If the vendor fails to provide Quality services as envisaged under this Agreement.
- h) Serious discrepancy and delay in delivery of services or the performance levels agreed upon, which might have an impact on the functioning of the Department.
- i) Failure of the vendor mobilize manpower, follow local laws, clumsy execution of work, and total disregard to public safety and its own employees.
- j) Failure to abide by any lawful directions of the Department.

Note: - Blacklisting/Debarment of the vendor shall be natural consequence of the termination. The Blacklisting/Debarment shall be for such a period as may be specified by the Department.

Provided that before placing the vendor in the blacklist, with or without the termination of the contract, the Department shall issue a notice given 15 days of time to the vendor.

12.2 Penalties: - The Department may impose a suitable penalty of the vendor of the failure of such activities as mentioned above. Such penalties shall be deducted from the pending bills/bank guarantee of the vendor. However, the Department shall issue a notice given 15 days of time to the vendor before imposing such penalty.

12.3 Termination Payments: - These payments shall mean the amount of payment by either party to the other party upon termination. Upon termination of the contract, Department may encash and appropriate the performance security/bank guarantee etc. The Department may clear outstanding dues of the second party out of such encashment and/or from the pending bills of the second party. After clearing such liabilities, any valid dues of the second party may be paid thereafter.

12.4 Blacklisting without termination: - The Department may blacklist the vendor without terminating the contract for any of the failures or acts of commissions or omissions under this Agreement.

12.5 Foreclosure with Mutual consent: -

- a) Without prejudices to any provisions of this agreement, Department and the vendor may foreclose this agreement by mutual consent in circumstances which does not constitute either party's default without any liability or consequential future liability for either party.
- b) Should a Party intend to foreclose this Agreement by mutual consent, the intending Party shall issue a notice to the other Party and upon issuance of such notice, the other Party may within 15 days from receipt of such notice either agree to such foreclosure or raise objection(s) to the same by intimating either of the two possible positions to the intending Party in writing.
- c) In either case of the other Party agreeing to the proposed foreclosure or otherwise, the Parties may negotiate the proposed foreclosure and sign a Supplementary Agreement for foreclosure to the main Contract Agreement within 30 (thirty) days of the date agreeing by both Parties. Foreclosure shall not come into effect unless and otherwise Supplementary Agreement is signed.
- d) Any attempt or endeavour for foreclosure by mutual agreement shall be without prejudice to the rights and obligations of the Parties herein and the factum of such an attempt or exercise shall not stop either of the Parties from discharging their contractual obligations under this Agreement.
- e) For the avoidance of doubt, it is clarified that such foreclosure will be without prejudice to the Vendor and shall not affect the Vendor in any way if it wishes to bid in future projects of the Department.

12.6 Transition and Exit Plan:

The vendor shall ensure that the transition is smooth in case the contract is terminated or foreclosed with mutual consent. In addition to the cancellation of contract, Department reserves the right to charge appropriate penalties and liquidated damages from the selected agency. Further: -

- a) All risks during transition stage shall be properly documented to ensure smooth transition without any service disruption.
- b) The transition plan along with the period shall be mutually agreed between vendor and Department when the situation occurs. Vendor shall be released from the project once successful transition is done meeting the parameters defined for the successful transition.

13. Performance Bank Guarantee

The successful bidder is required to submit Performance Bank Guarantee (PBG) equivalent to 5% of the contract value defined in this RFP on or before signing of the subsequent contract typically within 15 days from the notification of LOI, unless specified to the contrary.

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the Department may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, the Department shall invoke the PBG of the most responsive bidder

14. Instructions to the Bidders

14.1 General

- I. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Department on the basis of this RFP.
- II. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Department. Any notification of preferred bidder status by the Department shall not give rise to any enforceable rights by the Bidder. The Department may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Department.
- III. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

14.2 Compliant Proposals / Completeness of Response

1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
2. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
3. Include all documentation specified in this RFP;
4. Follow the format of this RFP and respond to each element in the order as set out in this RFP
5. Comply with all requirements as set out within this RFP.

14.3 Right to Terminate the Process

1. The Department may terminate the RFP process at any time and without assigning any reason. The Department makes no commitments, express or implied, that this process will result in a business transaction with anyone.
2. This RFP does not constitute an offer by the Department. The bidder's participation in this process may result the Department selecting the bidder to engage towards execution of the contract.

14.4 RFP Document Fees

RFP document can be downloaded from the website www.eproc2.bihar.gov.in after paying tender fee of Rs. 5000/-and processing fee of Rs. 590 /. The fees will have to be paid through online on the above mentioned website. Proposals received without or with inadequate RFP Document fees shall be rejected.

14.5 Earnest Money Deposit (EMD)

1. Bidders shall submit, along with their Bids, EMD of INR 1,00,000 (one lakh only) in the form of Bank Guarantee issued by any Scheduled bank.
2. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
3. EMD shall be exempted for MSMEs/start-ups subject to submission of relevant Certificate.
4. The EMD may be forfeited:
 - a) If a bidder withdraws its bid during the period of bid validity.
 - b) In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

14.6 Submission of Proposals

- a) The bidders should submit their responses as per the format given in this RFP in the following manner
 - Technical Proposal
 - Commercial Proposal
- b) Please Note that prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.
- c) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- d) The bids shall be uploaded through <http://eproc2.bihar.gov.in> as per the instructions available on the website

15. Preparation and Submission of Proposal

15.1 Proposal Preparation Costs

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

15.2 Language

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

15.3 Tender Opening

- I. The Proposals submitted up to due date and time will be opened at a date to be notified by a committee authorized by the Department, in the presence of such of those Bidders or their

representatives who may be present at the time of opening.

- II. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal.

15.4 Tender Validity

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

15.5 Tender Evaluation for responsiveness

1. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Proposals:

- A. Are not submitted in as specified in the RFP document
 - B. Are found with suppression of details
 - C. With incomplete information, subjective, conditional offers and partial offers submitted
 - D. Submitted without the documents requested in the checklist
 - E. Have non-compliance of any of the clauses stipulated in the RFP
 - F. With lesser validity period
2. All responsive Bids will be considered for further processing. The Department will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

16 Criteria for Evaluation

- Eligibility Criteria: The Bidder shall be examined prima facie to substantiate the compliance with the Bidder's eligibility criteria as set out for this project in terms of organizational, financial and technical experience etc. The bid will be rejected, in case it does not meet the Eligibility criteria. The next stage of the evaluation will be an assessment of the technical bid.
- Department of Prohibition, Excise and Registration shall review the submitted proposal and a Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to comply with the technical requirements.
- Proposal may be rejected at any stage of the evaluation if it is found that the company has provided misleading information or has been blacklisted by a central or any state government or has indulged in any malpractice/ unethical practice and has not honored contractual obligation elsewhere;
- The Bidders may be asked to make presentation on technical and operational aspect of the bid, based on the discretion of the Technical Committee;
- After the technical evaluation is completed and approved, Department of Prohibition, Excise and

Registration shall inform the Bidders who have submitted proposals, the detailed compliance of their Technical Proposals, and shall notify those Bidders whose Proposals did not meet the minimum technical criterion or were considered non-responsive to the RFP and Scope of Services, that their Financial Proposals will be returned unopened after completing the evaluation process. Department of Prohibition, Excise and Registration shall simultaneously notify in writing to the Bidders that have complied with the Technical Criterion specified in the RFP the date, time and location for opening the Financial Proposals.

- Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the same is approved by the appropriate Committee;
- Please note that no conditional bid will be entertained;
- Substantially Responsive Bid: A substantially responsive bid is one, which confirms to the requirements, terms, conditions and specifications of the RFP document without material deviation. A material deviation is one which affects in any substantial way the functionality, scope, quality, or performance of the deliverables, or which limits in any substantial way, inconsistent with the RFP document, Department of Prohibition, Excise and Registration's rights or the Bidder's obligations for, performance of the Project and the rectification of which deviation would affect unfairly the competitive position of other Bidders presenting substantially responsive proposals; and Technical evaluation committee may recommend waiver of any minor informality or non-conformity or irregularity in a proposal, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

16.1 Eligibility Criteria

S No	Requirement	Criteria	Documents Required
1	Legal Entity	The Bidder should be a proprietor, partnership firm or a company registered under Indian Companies Act 1956/2013 and should have been operating for the last 5 years in India. Bidder shall be the OEM/Manufacturer or authorized dealer/distributor of an Original Equipment Manufacturer. In case bidder is an authorized dealer/distributor of OEM, the bidder shall provide MAF certificate.	Certificate of Incorporation/Certificate of Proprietorship/Certificate of Partnership firm GST Certificate MAF Certificate
2	Consortiums	Consortiums are allowed to bid.	Copy of Consortium agreement

S No	Requirement	Criteria	Documents Required
3	Turnover	The bidder shall have achieved annual financial turnover of minimum INR 1 crore for the last three years ending on 31 March 2023.	Audited financial statements/ certificate from Statutory Auditor confirming the same
4	Not Blacklisted	The agency should not be blacklisted by any Government Department (State / Central)/PSU.	Self-Declaration
5	Experience	The bidder should have prior experience in providing/manufacturing similar hardware (as mentioned in scope of work in RFP) to Government/Private firm for at least 3 years (as of 31 st Mar 2023).	Work Order
7	ISO certification	The Bidder or their OEM should possess valid ISO 9001:2015 standard certification.	ISO 9001:2015 certificate

16.2 General Evaluation Elaboration

An evaluation committee so constituted by the Department will evaluate the bids as per the following pattern:

- 1 Conditional bids shall be summarily rejected.
- 2 Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- 3 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 4 The Tenderer is expected to submit all documents along with General Bid for General Evaluation, in case document is not provided or provided but not a valid document, then the same parameter shall not be considered for marking for the specific Bidder. It is the Bidder's responsibility that all documents pertaining to every parameter of "General Evaluation Elaboration" needs to be submitted and tagged/referenced to the evaluation parameter.
- 5 The Tenderer may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.

- 6 Further, the scope of the evaluation committee also covers taking of any decision with regard to the RFP, execution/ implementation of the project including management period.

16.3 Commercial Bid Evaluation

1. The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
2. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
3. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
4. Any conditional bid would be rejected.
5. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit
6. price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".
7. If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
8. The Total Bid Price, as computed by the Purchaser shall be used for the purpose of commercial evaluation of bids.

16.4 Award Criteria

The Contract will be awarded on Lowest cost Method. The bidder quoting the lowest value will be awarded the Job. However, it will be on the discrimination of the department to assign the job to various bidders on the Lowest rate.

16.5 Right to Accept Any Proposal and to Reject Any or All Proposal(s)

The Department reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Department action.

16.6 Contract Finalization and Award

1. The Department shall reserve the right to negotiate with the bidder(s) whose proposal has been most responsive. On this basis the draft contract agreement would be finalized for award & signing.
2. The Department may also like to reduce or increase the quantity of any item in the Scope of Work defined in the RFP. Accordingly, total contract value may change on the basis of the rates defined in the financial proposal.

16.7 Signing of Contract

After the Department notifies the successful bidder that its proposal has been accepted, the

Department shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between the Department and the successful bidder. The Draft Legal Agreement is provided as a separate document as a template.

16.8 Failure to Agree with the Terms and Conditions of the RFP

1. Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the Department may award the contract to the next best value bidder or call for new proposals from the interested bidders.
2. In such a case, the Department shall invoke the PBG of the most responsive bidder.

17 Annexure

Annexure I: TECHNICAL BID TEMPLATES

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Technical Evaluation Criteria.

Forms to be used in Technical Proposal:

Form 1: Undertaking on Total Responsibility

Form 2: Particulars of the Bidder

Form 3: Bank Guarantee for EMD

Form 4: Manufacturer's authorization form

Form 5: Certificate of Delivery and Acceptance

Annexure II: Product specifications

Annexure III: FINANCIAL PROPOSAL TEMPLATE

Forms to be used in Commercial Proposal

Form 1: Covering Letter Form 2: Financial Proposal

Form 2: Performance Bank Guarantee

Form 1: Undertaking on Total Responsibility

No. Date:

To:

Dear Sir,

Sub: Self certificate regarding Total Responsibility

This is to certify that we have read and fully understood all the terms and conditions of this tender along with clarifications and undertake that M/s..... will abide by them unconditionally and to the satisfaction of the Purchaser.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organisation)

Name :

Designation :

Date :

Time :

Seal :

Business Address:

Form 2: Particulars of the Bidder

Details of the Bidder(Company)		
1	Name of the Bidder	
2	Address of the Bidder	
3	Status of the Company (Public Ltd/Pvt. Ltd)	
4	Details of Incorporation of the Company	
5	Valid GST no.	
6	Permanent Account Number(PAN)	
7	Name & Designation of the contact person to whom all references shall be made regarding this tender	
8	Telephone No. (with STD Code)	
9	E-Mail of the contact person:	
10	Fax no (with STD code)	

Form 3: Bank Guarantee for Earnest Money Deposit

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Whereas <Name of the bidder> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP #<RFP Number> dated<Date> for <Name of the assignment> (hereinafter called "the Bid") to the department

Know all Men by these presents that we <> having our office at <Address> (hereinafter called "the Bank") are bound unto the department (hereinafter called "the Purchaser") in the sum of Rs. <Amount in figures> (Rupees<Amount in words> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <Date>

The conditions of this obligation are:

- 2) If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
- 3) If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - a) Withdraws his participation from the bid during the period of validity of bid document; or
 - b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

Form 4 : Manufacturer's Authorization form

(This form has to be provided by the OEMs of the products proposed)

No.

Date:

To,
Secretary,
Prohibition, Excise and Registration Department,
Patna, Bihar

Ref: Your RFP Ref: [*] dated [*]

Dear Sir,

We who are established and reputable manufacturers / producers of _____
_____(Name and address of Agent) to submit a Bid, and sign the contract with you
against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Hardware and its associated components offered by the above firm against this Bid Invitation.

We hereby declare that we are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name)

(Name of Producers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidders in its Bid should include it.

FORM 5 – CERTIFICATE OF DELIVERY AND ACCEPTANCE

F.No. Dated _____

1. Reference Contract No. date

2. It is certified that

- a) M/s have completed the delivery of mentioned below hardware on (date) at designated site (name of the site).
- b) Melting point apparatus
- c) Incubator
- d) Oven
- e) Analytical balance
- f) ph meter
- g) TDS
- h) Turbidity meter
- i) Alcohol distillation
- j) Hydrometer Set
- k) Alcohol meter set

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).

For Supplier

Witness:

Signature

Name

Designation

Address

Date

For Purchaser

Witness:

Signature

Name

Designation

Address

Date

ANNEXURE II**1. Melting Point Apparatus**

S.No	Product Specifications
1	Digital Melting Point Apparatus with resolution 1oC to measure melting point/ boiling point of solid and liquid samples. Temperature range up to 300°C with 3 digit LED display

2Incubator

SL. No.	Product specifications
1	<u>INCUBATOR UNIVERSAL (SUPER DELUXE MODEL)</u> - CONSTRUCTION: ■ double walled inside Aluminium/ Stainless Steel 304 qlty ■ Outside of Mild Steel Sheet furnished in Epoxy Powder Coating. ■ Insulation by mineral wool of 75mm ■ Door has double glass fitted for observation of specimen ■ Heating elements are at bottom and sides. ■ Two air ventilators on sides - TEMPERATURE: ■ Electronic Digital Temperature Controller cum Indicator from few deg.°C above ambient 80°C with $\pm 0.5^{\circ}\text{C}$ May be increased up to 100°C on request. ■ Perforated shelves adjustable ■ Option; Automatic timer extra cost. ■ Work on 220/230V AC, 50 Hz NA

3Oven

S.No	PRODUCT DETAILS
1	) - CONSTRUCTION: Double walled inside Aluminium/Stainless Steel 304 qlty ■ Outside made of Mild steel and painted in Epoxy Powder Coating. ■ Insulation of 75mm by mineral wool. ■ The door has silicone / neoprene rubber gasket. ■ Heating Elements are on three sides' bottom, LHS & RHS. Ribs ■ With air ventilators on two sides - TEMPERATURE: ■ Microprocessor electronic Digital Controller cum Indicator from few °C above ambient to 250°C $\pm 0.5^{\circ}\text{C}$. ■ Supplied with perforated shelves adjustable. ■ Complete with air circulating fan. ■ Work on 220/230V ACNA

4. Analytical Balance

S.No	Specification	Criteria
1	Capacity	220g
2	Readability	0.1mg
3	Repeatability	0.1mg
4	Linearity deviation	0.2mg
5	Weighing Pan (mm)	Ø90
	Balance Size, W × D × H (mm)	210 × 344 × 344

Features:-

Accurate Result	Electromagnetic Force Compensation (EMFC) weighing cell, Internal adjustment, OIML /NTEP approved
Efficient Operation	Bright and clear LCD display, Menu protection, Date and time, Secondary display option, Front level indicator, 16 weighing units, Hook for weighing below the balance, 10 built-in applications
Quality	Metal base, Stainless steel platform and pan, Overload protection, Small footprint
Connectivity	RS232 interface, Bluetooth option, Built-in PC direct function for easy data transfer

5. pH Meter

S.No	Product specification	Criteria
1	Measuring range	-2.00...16.00 pH, -2000...2000 mv, -5...105 °C (23...221 °F
2	Resolution	0.01/0.1 pH, 1 mV, 0.1 °C
3	Error limits	± 0.01 pH, ± 1 mV, 0.3 °C
4	Temperature compensation	ATC & MTC
5	Automatic and manual endpoint Recording	YES
6	Acoustic end Point Signal	YES
7	Visual endpoint signal	YES
8	Calibration	Max. 5 point, Linear/segmented,4 predefined buffer groups
9	Memory size	200 measurements, current calibration

6. TDS Meter

S.No.	PRODUCT DETAILS
1	- pH/mV/Conductivity/TDS/Salt/Temp Waterproof Meter (Water Proof IP 57) used to measure a wide range of pH, ORP, Conductivity, TDS, Salinity and Temperature with a replaceable electrode. It has Large LCD to display pH or ORP or Conductivity or TDS or Salinity and Temperature simultaneously. It has Automatic Temperature Compensation (ATC) and is degree °C/°F switchable. HSN CODE: 9027899

7. Turbidity meter

S.No.	PRODUCT DETAILS
1	- Digital Turbidity Meter 3½ digit LED display, Range 0-1000 NTU/JTU available in 4 ranges 0-2, 0-20, 0-200, 0-1000 NTU/JTU. 230V AC 50 Hz (Table Model).

8. Alcohol distillation unit

Tube Capacity (ml)	: -250ml/400ml
Steam addition	: - Automatic
Display	: -24X7 LCD
Cooling water flow rate sensor	: - Yes

Drip tray	:- Yes
Visual reagent level warning	:- Yes
Steam Power	:-Adjustable
Steam output regulation	:- 25-100%
Maximum distillation time (mins)	:- 20mins
Tube error detection	:- Yes
Door Close sensor	:- Yes
Control button	:- Rotary push button
Dimension (WxDxH)	:- (380x350x725) mm
Current consumption (A)	:- 5.5A
Power Consumption (W)	:- 1000W
Voltage	:- 230-50/60Hz
<u>Chiller Specifications:</u>	
Tank Capacity	:- 10 litre
Tank size	:- 325x265x200
Cooling Capacity	:- 1000 watt
Pump flow rate	:-125 LPM
Display	:-LED
Temperature range	:- -10 degree to ambient
Temperature stability	:- $\pm$ 10 degree celsius

9. Hydrometer set

0-20A stem	:- 2 Pieces
0-20G stem	:- 2 Pieces
20-40 stem	:- 2 Pieces
40-60 stem	:- 2 Pieces
60-80 stem	:- 2 Pieces
80-100 stem	:- 2 Pieces
1 Thermometer 0-240 OF	:- 2 Pieces
2 Sykes book-	:- 2 Pieces

10. Alcoholometer set

0-20	:- 1 Pieces
20-40	:- 1 Pieces
40-60	:- 1 Pieces
60-80	:- 1 Pieces
80-100	:- 1 Pieces
Thermameterset (-) 10-500C	:- 2 Pieces

ANNEXURE III**Form 1: Financial Proposal (Supply of equipment)**

S.No	Item	Unit Rate (INR)	Taxes (INR)	Total Amount (INR)
(A)	Supply, Installation and Commissioning of below mentioned equipments:			
	1. Melting point apparatus			
	2. Incubator			
	3. Oven			
	4. Analytical balance			
	5. pH meter			
	6. TDS meter			
	7. Turbidity meter			
	8. Alcohol distillation unit			
	9. Hydrometer set			
	9.(a) 0-20A stem Hydrometer set			
	9.(b) 0-20G stem Hydrometer set			
	9.(c)20-40 stem Hydrometer set			
	9.(d)40-60 stem Hydrometer set			
	9.(e)60-80 stem Hydrometer set			
	9.(f)80-100 stem hydrometer set			
	10. Alcoholometer set			
	10.(a) 0-20			
	10.(b) 20-40			
	10.(c) 40-60			
	10.(d) 60-80			
	10.(e) 80-100			
(A)	Comprehensive annual maintenance contract Charges for the above-mentioned equipment:-			
	a) CAMC for the 1 st year post guarantee			
	b) CAMC for the 2 nd year post guarantee			
	c) CAMC for the 3 rd year post guarantee			

Note:

1. No financial quote shall be uploaded along with the technical bid. The formats above are just illustrative and the bidders shall use the formats to be made available at the Procurement website.
2. It shall be noted that the bidder has to enter the rates in excel sheet uploaded in the eproc portal. In addition to said point, bidder shall enter the total cost (same as mentioned in excel sheet) under BOQ tab in eproc portal. However, the Department shall consider the excel sheet for evaluating the financial rates.

Form 2: Performance Bank Guarantee

PERFORMANCE SECURITY:

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas, <name of the supplier and address>(hereinafter called “the bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <name of the assignment> to the department (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, **<Name of Bank>** a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office>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 **Rs.<Insert Value>(Rupees <Insert Value in Words> only)** and we undertake to pay you, 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 Rs.**<Insert Value>(Rupees<Insert Value in Words> only)** 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 bidder 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 there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until *<Insert Date>*)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed **Rs. <Insert Value>(Rupees <Insert Value in Words> only)**.
- II. This bank guarantee shall be valid up to *<Insert Expiry Date>*)
It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before *<Insert Expiry Date>*) failing which our liability under the guarantee will automatically cease.