

# संचालनालय भौमिकी तथा खनिकर्म, छत्तीसगढ़

खण्ड-चार, प्रथम व द्वितीय तल, इन्द्रावती भवन, नया रायपुर, छत्तीसगढ़ - 492002

फोन: 0771 - 2412840, 44, 45 फैक्स: 0771 - 2412841, Email: dgm.cg@nic.in

निविदा प्रपत्र क्रमांक :-

डी.जी.एम. 03 / 2014-2015

प्रयोगशाला उपकरण  
के लिए

निविदा प्रपत्र

निविदा प्रपत्र का मूल्य - रु. 5000/- (रुपये पाँच हजार) मात्र

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## निविदा – सूचना

निविदा सूचना क्रमांक 03/डी.जी.एम./2014–2015

अधोहस्ताक्षरकर्ता द्वारा निम्नांकित सामग्रियों के क्रय हेतु निर्धारित प्रपत्र में सीलबंद निविदायें आमंत्रित की जाती हैं :-

| क्रमांक | निविदा क्रमांक       | सामग्रियों का संक्षिप्त विवरण   | अनुमानित क्रय मूल्य (लाख रु. में) | धरोहर राशि (लाख रु. में) |
|---------|----------------------|---|-----------------------------------|--------------------------|
| 1.      | डी.जी.एम. 03/2014–15 | प्रयोगशाला उपकरण 1 नग<br>Bench top ED XRF Spectrometer with accessories and fusion Bead Machine | 180.00                            | 5.400                    |

1. निविदा प्रपत्र दिनांक 05.01.2015 को 12 बजे अपरान्ह तक प्राप्त किये जा सकते हैं।
2. निविदा स्वीकार करने की अंतिम तिथि 06.01.2015 को 1.00 बजे अपरान्ह तक।
3. निविदा खोलने की तिथि 06.01.2015 को अपरान्ह 3.00 बजे।
4. निविदा प्रपत्र, सामग्रियों का स्पेसिफिकेशन, मात्रा तथा अन्य निविदा शर्तें इस कार्यालय से रूपये 5000/- (रूपये पांच हजार) मात्र की निविदा प्रपत्र मूल्य के डिमांड ड्राफ्ट के रूप में संचालक, भौमिकी तथा खनिकर्म, छत्तीसगढ़, नया रायपुर के नाम से, जो किसी राष्ट्रीयकृत बैंक, जिसकी शाखा रायपुर, छत्तीसगढ़ में हो, में देय हो जमा करके कार्यालयीन समय में प्राप्त किये जा सकते हैं।
5. बिना धरोहर राशि के प्रस्तुत निविदा स्वीकार नहीं की जावेगी। धरोहर राशि पर कोई ब्याज देय नहीं होगा।
6. निविदा खोलने की निर्धारित तिथि को अवकाश घोषित हो जाने पर निर्धारित तिथि आगामी कार्य दिवस हेतु स्वतः बढ़ी हुई मानी जावेगी।
7. राज्य के बाहर स्थित निविदाकारों द्वारा दी गई दरों की तुलना राज्य में वाणिज्यकर अधिनियम के अन्तर्गत पंजीकृत निविदाकारों द्वारा दी गई दरों में छत्तीसगढ़ वाणिज्यकर को छोड़कर की जावेगी।
8. सशर्त निविदा अमान्य की जावेगी। संचालक, भौमिकी तथा खनिकर्म, छत्तीसगढ़ को किसी भी निविदा अथवा सभी निविदाएँ स्वीकार अथवा अस्वीकार करने का पूर्ण अधिकार रहेगा एवं किसी भी न्यायालय में चुनौती नहीं दी जा सकेगी। किसी भी प्रकार के पोस्टल विलम्ब के लिये कार्यालय जिम्मेदार नहीं होगा।
9. निविदाकार विभाग की वेबसाइट [www.chhattisgarhmines.gov.in](http://www.chhattisgarhmines.gov.in) से निविदा प्रपत्र डाउन लोड कर निविदा में भी भाग ले सकेंगे तथा ऐसे निविदाकारों को उपरोक्त पैरा 4 में किये गये उल्लेख के अनुसार निविदा के साथ निविदा प्रपत्र मूल्य रूपये 5000/- (रूपये पांच हजार) मात्र डिमांड ड्राफ्ट निविदा प्रस्तुत करते समय जमा करनी होगी।

संचालक  
भौमिकी तथा खनिकर्म  
छत्तीसगढ़

**DIRECTORATE OF GEOLOGY AND MINING, CHHATTISGARH**

Block-4, First & Second Floor, Indrawati Bhawan, Naya Raipur, Chhattisgarh - 492002 -

Phone: 0771-2412844, 2412849 Fax: 0771-2412841, E-mail: dgm.cg@nic.in -

No. /Store (Tender)/F.No. 01/2014-15, Raipur, Dated

*Tender Notice No. 01 -DGM 03/2014-2015*

To,

M/s -----

-----

-----

-----

Sub:- Tender Form and specifications.

- : 00 : -

Find attached herewith a tender form to supply the articles, as desired by you along-with terms and conditions, Agreement form, Form - 'B' and Specifications of article(s). Tenders completing all formalities shall be considered, which are as follows:

1. Specify, "Tender for supply of (Tender No. and Articals -----  
----- in block letters on the envelops .
2. The Tender is to be submitted under 'TWO BID SYSTEM' viz. two separate sealed covers, one should contain Techno Commercial Bid and the other should contain Price Bid. Both the covers are to be superscribed separately as 'Techno Commercial bid' and 'Price bid' and packed in one sealed cover. The Techno Commercial Bid should be a replica of price bid without price, to evaluate all the Techno Commercial aspects.
3. Bid security/E.M.D. amount is to be furnished with Techno Commercial Bid only, failing which the offer will similarly be rejected. Crossed bank draft for E.M.D. should be in favour of **Director, Geology & Mining, Chhattisgarh Naya Raipur.**
4. The tender should attached with form 'B' (**ANNEXURE - 2**) duly filled and signed along with the conditions for supply, failing to which the tender will not be considered. The contract agreement form (**ANNEXURE - 3**) shall be signed on stamp paper of Rs. 50.00 by the successful tenderes authorised person in duplicate to obtain the work order and the bidder should also sign Integrity Pact agreement as per (**ANNEXURE-4**)

5. Tender should be reached/submitted on or before 1.00 pm on **06.01.2015** at the Directorate of Geology and Mining, Chhattisgarh, Indrawati Bhawan, Naya Raipur.
6. Pre Bid Conference will be held on (10.12.2014) at 2:30 PM at Directorate of Geology & Mining, Indrawati Bhawan, Naya Raipur. Any queries regarding the tender could be submitted in writing either in person or by post on or before the said date and time.
7. Technical bid shall be opened at 3.00 pm. **06.01.2015** at the Directorate of Geology and Mining, Chhattisgarh, Indrawati Bhawan, Naya Raipur. Tenderer or their authorized representatives will be permitted to participate and observe the tender opening. However the price bid shall be opened after the evaluation of technical bid. Accordingly date & time of opening of price bid shall be intimated to technically qualified tenders.
8. The tenderer shall sign at the bottom of each page of **Annexure-1**, as token of acceptance of these rules, terms & conditions.
9. Check list of document (s) to be attached with tenders, failing to which the tender will be deemed to cancel.

**Envelop I:**

**Technical Bid.**

- ***Bank draft of earnest money in prescribed mode.***
- ***Sale Tax Registration Certificate.***
- ***Sale Tax Clearance Certificate.***
- ***Firm Registration Certificate.***
- ***Duly signed ANNEXURE - 1 (by authorized person).***
- ***Form "B" (ANNEXURE - 2)***
- ***Income tax clearance certificate.***
- ***ANNEXURE - 3 (on stamp paper)***
- ***ANNEXURE - 4 (Integrity Pact agreement)***

**Envelop II:**

- **Financial Bid.**

**Yours faithfully**

**Director**

**Note: - Tender and earnest money received after scheduled date and time, due to postal delay or any other reason shall not be considered.**

**RULES, TERMS AND CONDITIONS FOR SUPPLY OF MATERIAL**

1. - Items quoted should conform to the specifications with full description of the material. Failing to which the material will be deemed reject and in such case all expenses will be borne by the tenderer later offered specification and explanations shall not be accepted
2. - Rates should be quoted for brand new and inclusive of:
  - *inclusive of loading/unloading charges, insurance, commission charges on remittance (s) made in settlement of their claims,*
  - *delivery charges of the articles at the designated destination in good and working conditions including installation / erection,*
  - *Inclusive of all taxes VAT/ customs and Central Excise Duty.*
  - *allowing any discount, etc, that the tenderer might choose to offer*
  - *Rates quoted shall be firm till 31.3.2015 and will be binding on the successful tenderer, for all orders placed up to this date .*
3. - Relevant particulars about material such as manufacturer, country of manufacture/origin with necessary specifications should be quoted. The tenders must be accompanied by illustrations, other relevant literature and catalogues of tools, equipments, etc. where-ever possible, for approval, if found necessary.
4. - A list of not less than five Indian Customers who have bought the similar instrument within the last two years, with contact details, is to be furnished along with the tender.
5. - The BID SECURITY will be returned to the unsuccessful Bidder. It will be returned to the successful Bidder after receipt of the PERFORMANCE SECURITY DEPOSIT from them.

In case of withdrawals or amends or impairs or derogates or non-compliance of Tender condition(s) of the offer in any respect within the validity period of the tender or refusal of furnishing PERFORMANCE SECURITY DEPOSIT in the event of getting intimation of awarding the Purchase Order, the BID SECURITY amount is liable to be forfeited.

6. - Articles for which rate contracts have been fixed by DGS & D, Government of India, should specifically be mentioned, with proof.

7. - **PERFORMANCE SECURITY :-**

The successful bidder, irrespective of its registration status (i.e. NSIC or DGS&D), has to submit **PERFORMANCE SECURITY DEPOSIT** amount (10% of the order value – to be Intimated latter) before issuing Purchase Order. This **Performance Security Deposit** should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty period.

The **Performance Security Deposit** amount will be returned to the Supplier after satisfactory completion of the delivery as well as the warranty period of the delivered stores as per terms and condition of the Purchase Order.

8. - The offered item should be of internationally reputed brand make. Lesser known brand or assembled or local make will not be considered for purchase.
9. - The undersigned reserves right to split the order for supply of articles tendered by more than one tenderers, if found necessary.
10. - Increase or decrease in the quantity enlisted in the tender is the desecration of the undersigned at any time of instance.
11. - The under signed reserves the right to accept or reject any or all tenders without assigning any reasons.
12. - Offers for machinery/equipment/instrument shall also state prices or accessories, optional accessories and spares necessary for 10 years of satisfactory operation of the machinery/equipment/instrument offered. Prices for accessories and spares shall be

itemized, offers where only lump sum prices are indicated are liable to be ignored. Particular care must be taken to list out each item of spare and quantity recommended and also individual price for these items.

13. - The Tenderer shall confirm that they have adequate servicing and spare parts facilities in India in respect of the equipment/instrument tendered by us that Tenderer will arrange to provide such facilities simultaneously with the supply of the equipment/instrument.
14. - The service software, tools required if any for the repair/maintenance of the machinery/equipment/instrument shall be quoted separately.
15. - The accessory items to be supplied with the equipment (s) should be clearly mentioned.
16. - Any tempering on the tender form would be liable to the rejection
17. - Party shall supply articles before 20 February 2015 .
18. - Failure or breach of any of the terms & conditions by the supplier, it shall be lawful for purchaser to forfeit the Earnest Money/Security Deposit in whole or part or impose such penalty as he may deem fit and recover the same from the Security Deposit or from any other payment to be made to the supplier or in any other manner as the purchaser may deem fit, but without prejudice to the right of the purchaser to recover any further sum of money as damages from the supplier.
19. - Tenderer should have existing status of dealing with such materials and have specialized knowledge and should be an authorized dealer/stockiest. In proof, photocopy of valid certificate from the 'Principals' should be attached.
20. - The rates quoted should be inclusive of installation & training charges. The Training will have to be imparted to officers and staff of Directorate of Geology & Mining by the supplier free of cost for 5 to 7 days at Sonakhan Bhawan, Raipur. The service engineer to be deputed by the firm shall also provide the necessary training for use of the equipment to the staff.
21. - Goods should be delivered during office working hours.
22. - The Tenderer shall arrange clearance of the imported items, through customs. The Directorate is registered with the Department of Scientific and Industrial Research (DSIR) for the purpose of availing Customs Duty and Central Excise Duty exemption. The institution shall provide the certificate for the purpose of Customs Clearance..
23. - Terms and conditions specified in the Chhattisgarh Store purchase rules 2002 shall be strictly applicable to all purchase, even if not mentioned above and no deviation from these will be accepted under any circumstance (s)
24. - All legal proceedings, if any necessity arises, to be instituted by any of the parties (Government or Tenderer) shall have to be lodged in the courts of Raipur Jurisdiction
25. **The bidder should also sign Integrity Pact agreement as per Annexure-4 .**

**Director  
Geology and Mining  
Chhattisgarh**

Signature of the Contractor  
with Official Seal

FORM -'B'

TENDER/QUOTATION FOR-----

(TO BE SIGNED AND RETURNED ALONG WITH THE TENDER / QUOTATION)

I /WE (FULL NAME) -----

ADDRESS: - -----  
-----  
-----  
-----

Have read the conditions (which I/We have received in duplicate) for supply of -----  
-----

-----to the Director of Geology and Mining Chhattisgarh Naya Raipur, and submit the quotation attached herewith In token of the acceptance of the conditions, a copy of the conditions is returned duly signed by me.

Encl.: - Copy of conditions.

Dated: - -----

Signature  
**Name and Full Address.**

AGREEMENT FORM (on stamp paper of Rs. 50.00)

The agreement is made on this - - - - - day of - - - - - at - - - - - between (tenderer) M/S ----- (here in after called contractor, which terms shall include his heirs, executors administrators, representative and assignees) on one part and the Governor of Chhattisgarh. (Here in after called the Governor which terms shall include his successor in office and assigned) on the other part whereby it is agreed as follows: -

1. Whereas this agreement is entered in to regulate the mutual convenient made by the contractor and the Governor with reference to the supply of the articles and materials mentioned in the schedule attached to this tender form.
2. Whereas this agreement is to last for the period of agreement, in the event of any breach of the terms at any time or part of the contract, the agreement shall be terminated by the Governor with/without notice & without compensation to the contractor.
3. Whereas the contractor under takes to deliver such number/quantity of articles and materials from time to time may be agreed upon between the contractor and the Governor.
4. Whereas should this tender be accepted, the contractor undertakes to abide by and fulfillment of all terms & conditions of this agreement or in default there of the forfeit & pay to the Governor the (terms of Penalty to the office) penalties or sums of money mentioned herein.
5. Whereas conditions as to the time for performance laid down here in and in the order for supply always be regarded as essence of the agreement.
6. Where as goods or material rejected or refunded, on ground of inferior quality or for any other reasons to be recorded on office record, shall be removed by the contractor at his own within 10 days from the date of intimation to that effected by the Governor. In the event of non-removal by the contractor as aforesaid, in such manner as he think fit, will have claim for reimbursement of the value of the goods.
7. Where as the earnest money (EMD) without interest will be returned to the un-successful tender(s) at the earliest. It will be returned to the *successful* Bidder after receipt of the **PERFORMANCE SECURITY DEPOSIT** from them.
8. **Where as performance Security Deposit / Bank Guarantee** (Nationalized Bank only) for an amount @ 10% value of the contract (if order is placed) and its validity should be the warranty period from the date of supply and installation/commissioning . Performance Security should be furnished within 15 days on receipt of order to ensure due performance of the contract to be furnished in the form of Bank Guarantee (in prescribed format) issued by a Nationalized Bank.
9. - Where as the supply made by the supplier shall be of best quality and workmanship shall be in accordance with the specifications stipulated in the Purchase Order. Defects / deficiencies shall be made good by the supplier free of cost, notified within the applicable warranty period. Warranty shall be for a minimum period of 2 years from the date of putting into operation of stores.

10. Where as the system of payment shall be as follows: -
- (i) The bills in triplicate shall be sent by the supplier to the consignee under intimation to this office.
  - (ii) Payment shall ordinarily be made within one month of the delivery of goods on presentation of bills. All payment shall be subject to the deduction of any amount to which the supplier may be or sender himself liable under the terms.
  - (iii) No advance payment shall be made.
11. Whereas this contract shall not be assigned without written permission of the Governor.
12. It is hereby agreed that in the event of any disputes in relation to any condition of the agreement. The suits shall be filed in the civil courts at Raipur only and it is hereby expressly agreed that neither party shall be competent to file a suit or bring and action file petition at any other place than the court named above.
13. And whereas the decision of the Governor of Chhattisgarh Raipur shall be final conclusive and binding on the parties to the contract upon all questions/relating to the meaning of any thing contained in the condition herein before mentioned as to the quality of the articles or materials, or as to any other question, claim, right, materials, matters or anything what so ever in any way arising out of or otherwise concerning the supplies to be there arising during the progress of dealing or after the completion or determination there of Now, therefore this agreement witness as follows:-

---

Contractor

- 1. -----  
(Witness (Name & Address))
- 2. -----  
(Witness (Name & Address))
- 3. -----  
(Witness (Name & Address))

Signed by  
For & On behalf of the  
Governor of Chhattisgarh

**Director  
Geology and Mining  
Chhattisgarh**

**PROFORMA OF PRE –CONTRACT INTEGRITY PACT AGREEMENT**

**GENERAL**

This pre-bid pre-contract Agreement (herein after called the Integrity Pact) is made on \_\_\_\_\_  
Day \_\_\_\_\_ of the month \_\_\_\_\_ 20 \_\_\_\_\_ between the Government of Chhattisgarh acting  
through Shri \_\_\_\_\_ Directorate of Geology  
and Mining, Chhattisgarh, hereafter referred to as the **“BUYER”**

AND

M/S \_\_\_\_\_ Represented by

Shri \_\_\_\_\_ hereafter referred to as the **BIDDER/SELLER** .

WHEREAS the BUYER proposes to procure (Name of the Stores / Equipment / item) and the  
BIDDER / SELLER is willing to offer / has offered the stores.

NOW THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent free from any  
influence / prejudiced dealings prior to, during and subsequent to currency of the contract to be  
entered into with a view to enabling the BUYER to obtain the desired said stores / equipment  
at a competitive price in conformity with the defined specifications by avoiding the high cost  
and the distortionary impact of corruption on public procurement and Enabling BIDDERS to  
abstain from bribing or indulging in any corrupt practice in order to secure the contract by  
providing assurance to them that their competitors will also abstain from bribing and other  
corrupt practices and the BUYER will commit to prevent corruption in any form by its  
officials by following transparent procedures.

**(1) Commitments of the Buyer**

1. The BUYER commits itself to take all measures necessary to prevent corruption  
and to observe the following principles:-
  - 1.1 The BUYER undertakes that no official of the BUYER connected directly or  
indirectly with the contract will demand, take a promise for or accept, directly  
or through intermediaries, any bribe, consideration, gift, reward, favour or any  
material or immaterial benefit or any other advantage from the BIDDER either  
for themselves or for any person, organization or third party related to the  
contract in exchange for an advantage in the bidding process bid evaluation,  
contracting or implementation process related to the contract.

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

**(2) Commitments of BIDDERS**

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

- 2.1 The BIDDER will not offer directly or through intermediaries any bribe, gift consideration, reward, favour, any material or immaterial benefit, other advantage, commission, fees brokerage or inducement to any official of the BUYER connected directly or indirectly with the bidding process or to any person, organization or third party related to a contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.2 The BIDDER further undertakes that it has not given, offered, promised to give directly or indirectly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with buyer.
- 2.3 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator / authorized Government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede facilitate or in any way to recommend to the BUYER or any of its functionaries, whether official or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession, facilitation or recommendation.

- 2.4 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payment he has made is commented to or intends to make to officials of the BUYER or their family members agents brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.5 The BIDDER will not collude with other parties interested in the contract to impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- 2.6 The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.
- 2.7 The BIDDER shall not use improperly for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of the business relationship regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.8 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.9 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

**(3) Previous Transgression**

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

**(4) Sanction for Violations**

- 4.1 Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder ) shall entitle the BUYER to take all or any one of the following actions, wherever required :-
  - (i) To immediately call off the Reverse auction / negotiations without assigning any reason or giving any compensation to the BIDDER, However, the proceedings with the other BIDDER would continue.

- (ii)** The Earnest Money Deposit and / or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii)** To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv)** To recover all sums already paid by the BUYER ,and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BUYER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v)** To encash the advance bank guarantee and performance bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi)** To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii)** To debar the BIDDER from participating in future bidding processes of the Principal for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii)** To recover all sums paid in violation of this Pact by BIDDER to any middleman or agent or broker with a view to securing the contract.
- (ix)** In cases where irrecoverable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x)** If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.
- (xi)** The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting form such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

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

(5) **Fall Clause**

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

(6) **Independent Monitors**

6.1 The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

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

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

6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information & documents of the BIDDER/Subcontractor (s) with confidentiality.

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

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

(7) **Facilitation of Investigation**

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

**(8) Law and Place of Jurisdiction**

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

**(9) Other Legal Actions**

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

**(10) - Validity**

**10.1** The validity of this Integrity Pact shall be from the date of its signing and valid for 60 days after complete conclusion of the contractual obligations to the complete satisfaction of both the BUYER and the BIDDER and after completion of warranty period. In case the BIDDER is unsuccessful this Integrity Pact shall expire after one year from the date of the signing of the contract. 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 the buyer.

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

**(11)** The parties hereby sign this integrity pact at \_\_\_\_\_ on \_\_\_\_\_.

**BUYER**

**BIDDER**

Name of the Officer "Authorised signatory of the Bidder"

Designation

**Witness**

**Witness**

1. \_\_\_\_\_ -

1. \_\_\_\_\_

2. \_\_\_\_\_ -

2. \_\_\_\_\_

## **Technical Specification for Benchtop ED XRF Spectrometer**

Complete and ready to use software enabled latest model of EDXRF Spectrometer capable to analyze elements ranging from F(Fluorine- Atomic number 9) to U(Uranium – Atomic number 92) present in different types of minerals and ores (Limestone, Dolomite, Bauxite, Laterite, Rock, Iron ore, Chromite Ore, Mn Ore, Sn Ore etc.) both qualitatively and quantitatively. **This equipment should also have capability to quantify all these elements in standard less mode as well.**

1. - Supplier: Must be an OEM or sole representative of the foreign made product in India. Must have supplied similar equipment at least five in number in last two years to National Organizations like Mineral Development Corporation/agencies, National Research Laboratories, Government Organizations, Private Process Industries etc. Should provide certificate of calibration and inspection. Should entertain pre dispatch inspection if required. Should provide the list of customers with contact details.
2. - Elemental Range: F(Fluorine- Atomic number 9) – U(Uranium – Atomic number 92) or better.
3. Concentration Range: - ppm to 100%
4. - X Ray Source: X-ray tube of Ag / Rh Anode without external cooling and minimum voltage and current 50 kV and 2 mA respectively or better. kV/mA different settings/combination suitable for whole elemental range should be software controlled.
5. - Sample type: Solid, Pressed Powder, Loose Powder, Liquids and Fused Bead. There should be provision for analyzing any natural odd shaped rock sample for qualitative analysis as it is without disturbing its physical shape.
6. - Sample Size: 25-40 mm diameter. Height of the sample should be mentioned by the vendor
7. - Sample loading: Minimum 8-10 samples loading at a time with individual sample spinning capability.
8. - Analysis medium and fittings: Suitable medium for solid, liquids and loose powder with appropriate fittings like control valve and rubber hose for He flushing / vacuum if required should be provided. In case of gas the regulator and gas cylinder (2 nos) should be provided.
9. - Tube filter: Suitable primary filters to remove background noise and it should be computer controlled and software selectable. It's number should be specified by vendor.
10. Tube window thickness: Be window thickness of X-ray tube to be specified by vendor with documentary proof. Minimum thickness of Be window should be preferably less than or equal to 75µm.
11. Detector: - High resolution Si drift detector (Peltier cooled) with minimum resolution <145eV @ 5.9 KeV/1000 cps or better. Detector's size and Be window thickness to be specified by vendor.

12. Software: - The software must be capable to provide qualitative, quantitative and standard-less analysis of element and materials in sample. It should have facility to set calibration of standard samples at site.
13. Standard Samples: - Necessary standard samples for following elemental range with detailed Chemistry should be supplied along with system. Supplied samples should be usable for both fusion bead technique and press powder techniques. Minimum 6 samples per element to be provided. All samples should be traceable to NIST.  
The concentration range of the elements are: (%) SiO<sub>2</sub> 0-100, Fe<sub>2</sub>O<sub>3</sub> 0-100, Al<sub>2</sub>O<sub>3</sub> 0-75, CaO 0-80, MgO 0-75, P<sub>2</sub>O<sub>5</sub> 0-35, Na<sub>2</sub>O 0-50, K<sub>2</sub>O 0-30, TiO<sub>2</sub> 0-50, Mn<sub>3</sub>O<sub>4</sub> 0-80, SO<sub>3</sub> 0-60, Cr<sub>2</sub>O<sub>3</sub> 0-65, V<sub>2</sub>O<sub>5</sub> 0-10, BaO 0-65, PbO 0-70, Nb<sub>2</sub>O<sub>5</sub> 0-50, Ta<sub>2</sub>O<sub>5</sub> 0-50, NiO 0-10, CuO 0-70, ZnO 0-10, ZrO<sub>2</sub> 0-80, Sr 0-10, Sn 0-70,  
(in ppm) Ga 50-200ppm, Pt 50-200ppm, As 50-200ppm, Sb 50-200ppm. Co 50-200ppm.
- Standard samples for standard less analysis:  
Latest version of standard less analysis software package must be quoted with monitor sample. It can be supplied either pre-calibrated from their factory or alternatively vendor has to arrange necessary set up samples required for setting up standard less facility at the time of commissioning of the offered system FREE of cost. In case of any drift or problem in standard less analysis facility vendor has to recalibrate the machine at site with their set up samples.
14. Documentary Support: -The bidder must provide with quotation in support of the technical specification.
15. Power supply: - Power input to be 220-240V AC, 50Hz.
16. Computer: - Suitable latest version of PC (i5 and above series, 500 GB HDD, 4 GB Ram, Windows 7 professional operating system), 21” or larger LED monitor, Desk jet color printer.
17. Warranty: - The equipment should be supplied with standard **two years** warranty from the date of installation of the equipment.
18. Maintenance by OEM: -The Vendor should guarantee the services of Manufacturer or authorized representative for maintaining the equipment for 10 years or more.
19. Installation, -Commissioning and Training: The supplier shall provide at site training for equipment, calibration for at least 3 minerals after successful installation and commissioning.
20. Installation References: Vendors should have installed at least 3 similar EDXRF systems in last year’s in Mineral Metal or Mining industries, whose references should be shared at the time of submitting the tender.
21. Operating -and service manual: The supplier will provide the operation and instruction manual – in hard or one soft copy in CD.
22. Other Important Conditions: This is two bid system i.e. technical bid and price/commercial bid should be submitted in separate sealed envelope. The Financial bids of technically qualified participants will be opened at a suitable date. The technically qualified bidders may participate in the same. Indicating yes in the compliance statement will not necessarily make a bid qualify unless supported by adequate documentary evidence. Successful bidder may be asked to give a performance security as per standard procedure.

## Accessories for EDXRF

**Fusion Bead Machine:** Fully automatic fusion machine for the preparation of fused bead of different types of minerals and ores (Limestone, Dolomite, Bauxite, Laterite, Rock, Iron ore, Chromite Ore, Mn Ore, Sn Ore etc.) samples for XRF analysis with the following specifications-

- ❖ Single instrument for making Beads and Determination of LOI (loss on ignition) simultaneously.
- ❖ Temperature Range: Ambient to 1150 deg C
- ❖ Temperature Stability:  $\pm 2$  °C range
- ❖ Furnace Capacity: 16 Samples
- ❖ Bead Size: 32 mm
- ❖ Weight Loss/ Gain Range: 0-100%
- ❖ Sample analysis time : 25 minutes
- ❖ Auto Loader Capacity: 2 Samples and should be expandable to 4, 6 samples only by replacing the plate supporting the crucibles and software and should be expandable to 8 samples by replacing the motor, plate supporting the crucibles and software, without changing the main instrument.
- ❖ Furnace should be powered by electric power only. Power requirement is 2 KW 220V 50-60 Hz. No usage of gas.
- ❖ Compressed air for assisted pneumatic movements and for faster cool down of sample crucibles
- ❖ All heated parts are made of Ceramic (carousels, pedestal etc)
- ❖ Instrument should have provision to agitate melted sample and flux automatically , to get homogeneous beads without any air bubbles.
- ❖ Instrument should not use additional platinum crucible for pouring the melted flux and sample, for making the bead. The bead should be formed in the main platinum crucible where flux and sample are melted. No pouring .
- ❖ In-built optical sensors to avoid mechanical accidents in sample crucible movement in the instrument.
- ❖ Instrument can be Operated/Controlled by single PC.
- ❖ Data transmission from LIMS to PC, Powerful Open Database Connectivity (ODBC) included
- ❖ Should be supplied with required PC, Platinum crucibles(4 Nos.) and Air compressor

**Vibratory Cup Mill/:** Automatic Vibratory Cup Mill/ Grinding Equipment with one set of

**Grinding Equipment** Tungsten Carbide and one set of Steel Chrome vessels.

**Pellet Press:** Pellet Press of 40 ton capacity with 100 steel rings.  
(40 mm size - outer diameter)

**He Gas Cylinder with Regulator: 2 Nos.**

Supplier: - Must be an OEM or sole representative of the foreign made product in India. Must have more than 10 years of experience in the field of supply of Analytical Equipments.

Documentary Support: - The bidder must provide with quotation in support of the technical specification.

Power supply: - Power input to be 220-240V AC, 50Hz. Or 3 Phase input 440V

Warranty: - The equipment should be supplied with standard **two years** warranty from the date of installation of the equipment.

Maintenance by OEM: - The Vendor should guarantee the services of Manufacturer or authorized representative for maintaining the equipment for 10 years or more.

Installation, Commissioning and Training: The supplier shall provide at site training for equipment, demonstrate grinding and pressing for at least 3 minerals after successful installation and commissioning.

Operating and service manual: The supplier will provide the operation and instruction manual – in hard or one soft copy in CD.

Joint Director(Lab) -  
Directorate of Geology and Mining -  
Chhattisgarh Raipur -