

छ.ग.राज्य सहकारी दुग्ध महासंघ मर्यादित

ग्राम – उरला, पो-बी0एम0वा0चरौदा, जिला-दुर्ग (छ0ग0)

क्रमांक / 2643 / छ.ग.दु.म.सं. / वित्त / 2023-24

उरला, दिनांक 29.09.2023

॥ संपरीक्षक की नियुक्ति हेतु अभिरुचि का प्रदर्शन ॥

सहपत्रों की सूची:-

क्र.	विवरण	पृष्ठ क्र.	पृष्ठ संख्या
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03.	निविदा में भाग लेने की प्रक्रिया	03-04	02
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05.	भाव पत्र	06	01
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CHHATTISGARH RAJYA SAHAKARI DUGDH MAHASANGH MARYADIT

URLA, POST-BMY, CHARODA, DIST-DURG (C.G.)

REF./2643/CGCDF/FIN./2023-24

URLA, DATE 29.09.2023

EXPRESSION OF INTEREST

Sealed Offers are invited by “Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit Urla BMY, Charoda Dist-Durg”, for appointment of CA firms for Statutory and Internal Auditor of F.Y. 2023-24. The offers must be submitted on or before date 31.10.2023 at 12:00 PM, Details are available in our official website www.cgcoopdairyfed.in

Managing Director

कार्यालय छत्तीसगढ़ राज्य सहकारी दुग्ध महासंघ मर्यादित

ग्राम-उरला, पो-बी०एम०वाय० चरोदा, जिला-दुर्ग (छ.ग.)

क्रमांक / 2643 / छ.ग.दु.म.सं. / वित्त / 2023-24

उरला, दिनांक 29.09.2023

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1.	निविदा प्रपत्र प्राप्त करने की विधि	निविदा प्रपत्र छत्तीसगढ़ राज्य सहकारी दुग्ध महासंघ मर्यादित की वेबसाइट www.cgcoopdairyfed.in से 02.10.2023 से डाउनलोड किया जा सकेगा।
2.	निविदा जमा करने की तिथि, समय एवं स्थान	31.10.2023 दोपहर 01:00 बजे तक केवल स्पीड पोस्ट/पंजीकृत पोस्ट द्वारा निम्न पते पर प्राप्त हुई निविदाएं ही शामिल की जाएंगी :- छत्तीसगढ़ राज्य सहकारी दुग्ध महासंघ मर्यादित, कार्यालय क्रमांक 1 प्रथम तल, शहीद वीर नारायण सिंह (अभ्युदय) परिसर, नगर घड़ी चौक रायपुर (छ.ग.) पिन : 492001
3.	निविदा खोलने की तिथि, समय एवं स्थान	31.10.2023 दोपहर 3:00 बजे छत्तीसगढ़ राज्य सहकारी दुग्ध महासंघ मर्यादित, ग्राम-उरला-बी०एम०वाय० चरोदा, जिला : दुर्ग (छ०ग०), पिन : 490025, विपणन शाखा
4.	निविदा खोलने की प्रक्रिया	➤ सर्वप्रथम बड़ा लिफाफा "C" खोल कर लिफाफा "A", "B" प्राप्त किया जावेगा। ➤ लिफाफा "A" को खोलकर तकनीकी अर्हता से संबंधित दस्तावेज की जाँच की जावेगी। तकनीकी अर्हता से संबंधित दस्तावेज सही होने पर ही भाव पत्र का लिफाफा, लिफाफा "B" खोला जावेगा।

नोट :- निविदा खोलने की तिथि में किसी भी कारण से अवकाश घोषित होने पर इन्हें अगले कार्यदिवस में समान निर्धारित समय तक प्राप्त करते हुए समान निर्धारित समय में खोला जावेगा।

1. निविदा में भाग लेने की प्रक्रिया :-

1.1 लिफाफा "A" तकनीकी अर्हता से संबंधित दस्तावेज का लिफाफा :-

(1) तकनीकी अर्हता से संबंधित दस्तावेज एक अलग लिफाफा रखे जिस पर लिफाफा "A" लिखा जाए।

क्र.	दस्तावेज का नाम	संलग्न का प्रकार
01.	फर्म का जी0एस0टी0 पंजीयन	प्रमाण पत्र की प्रति संलग्न करना है।
02.	पैन कार्ड	प्रमाण पत्र की प्रति संलग्न करना है।
03.	Empanelled with registrar Co-operative Societies Naya Raipur C.G.	पंजीयक सहकारी संस्थाएं से जारी सूची को अपनी फर्म का नाम हाईलाइट करते हुए संलग्न करना है।
04.	Have its Head-Office in Raipur or Durg.	मुख्यालय का पता फर्म के लेटरहेड पर प्रमाणित करते हुए संलग्न करना है।
05.	Have Minimum 15 Year of experience as on 01.01.2023 as per constitution certificate issued by ICAI.	फर्म के संगठन का ICAI से जारी प्रमाण पत्र की प्रति संलग्न करना है।
06.	Have Minimum 25 lacs average turn-over in each F.Y.2019-20, 2020-21 & 2021-22	अंकेक्षित आय-व्यय पत्रक की सत्यापित प्रति संलग्न करना है।
07.	Have experience in audit in Co-Operative sector, minimum three assignment of any Apex Co-Operative agencies during the last three years 2020-21, 2021-22, 2022-23	सहकारी संस्थाओं से प्राप्त कार्यादेशों की सत्यापित प्रति संलग्न करना है।
08.	Have Minimum 05 Full-time partners among which 03 partners must be FCA. (Fellow Chartered Accountant)	भागीदारी तथा FCA की सूची एवं प्रमाण पत्र की सत्यापित प्रति संलग्न करना है।
09.	Have minimum 02 partners should be DISA (Diploma In Information System Audit) qualified.	सूची एवं प्रमाण पत्र की सत्यापित प्रति संलग्न करना है।
10.	Notorized Affidavit on Rs. 100 Non-Judicial Stamp Paper for 1. No Relationship with any of the Board Members/Employees 2. No Black Listing by any Organisation for any reason whatsoever. 3. No Criminal Offence Registered in any Police station/Court.	नोटरी कृत मूल शपथ पत्र संलग्न करना है।
11.	Integrity Pact	सनिष्ठा निधी पर हस्ताक्षर कर संलग्न करना है।

6.2 प्रपत्र "B" भाव पत्र :-

- "भाव पत्र/दर" निविदा प्रपत्र में दिये गये प्रारूप में ही प्रस्तुत किया जावे।
- प्रपत्र में सम्पूर्ण जानकारी दी जावे। कॉट-छॉट होने पर नवीन प्रति वेबसाइट से डाउनलोड कर नवीन प्रति को बिना कॉट-छॉट के भरा जावे।
- राशि अंको एवं शब्दों दोनों में लिखी जावे। अस्पष्ट होने/अंतर होने पर शब्दों में लिखी गई दरें मान्य की जावेगी।

6.3 लिफाफा "B" में संलग्न किये जाने वाले दस्तावेजों का चेक लिस्ट :-

क्र.	दस्तावेज का नाम	संलग्न का प्रकार
01.	प्रपत्र "B" "भाव पत्र/दर"	हस्ताक्षर कर मूलतः संलग्न किया जाना है।

1.2 निविदा प्रस्तुत करते समय ध्यान रखा जावे कि :-

- (i) उक्त दोनो "A" और "B" बंद लिफाफे एक साथ एक अन्य बड़े लिफाफे "C" में बंद कर कार्यालय में स्पीड पोस्ट/पंजीकृत डाक के माध्यम से छत्तीसगढ़ राज्य सहकारी दुग्ध महासंघ मर्यादित, कार्यालय क्रमांक 1 प्रथम तल, शहीद वीर नारायण सिंह (अभ्यूदय) परिसर, नगर घड़ी चौक रायपुर (छ.ग.), पिन : 492001 को प्रेषित किया जावेगा। लिफाफा "C" में उपर की ओर वित्त शाखा एवं संपरीक्षक की नियुक्ति हेतु अभिरुचिका प्रदर्शन लिखा जाना आवश्यक होगा।
- (ii) स्पीड पोस्ट/पंजीकृत डाक के माध्यम से रायपुर में दर्ज पते पर निविदाएँ प्राप्त होना आवश्यक है। किसी भी अन्य तरीके/स्थान पर प्राप्त निविदाओं पर विचार नहीं किया जावेगा।
- (iii) निविदा लिफाफा ठीक से मुहरबंद होना चाहिये।
- (iv) निर्धारित तिथि एवं समय के बाद प्राप्त हुई निविदाओं पर विचार नहीं किया जावेगा।
- (v) उल्लेखित शर्तों के अतिरिक्त निविदाकार की ओर से उल्लेखित कोई भी शर्त मान्य नहीं की जावेगी।
- (vi) दरें प्रपत्र "B" में संलग्न होगी एवं सिर्फ और सिर्फ इसी प्रारूप में स्वीकृत होंगी।

01- EXPRESSION OF INTEREST:-

Sealed Offers are invited from the reputed CA firm for the statutory Audit F.Y. 2023-24

The Annual Turnover of Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit is about 100 Crore.

02- SCOPE OF WORK :- Includes

- 1- Statutory Audit for the F.Y. 2023-24.
- 2- filling of IT Return of the F.Y. 2023-24.
- 3- Generation of Audit note in hindi.

03- MINIMUM ELIGIBILITY CRITERIA:-

The firm must be:-

- 1- Empanelled with registrar Co-operative Societies Naya Raipur C.G in "A" grade.
- 2- Have its Head-Office in Raipur or Durg.
- 3- Have Minimum 15 Year of experience as per latest constitution certificate issued by ICAI as on 01-01-2023
- 4- Have Minimum 25 lacs average turn-over in each F.Y. 2019-20, 2020-21 & 2021-22
- 5- Have experience in audit in Co-Operative sector, minimum three assignment of any Apex Co-Operative agencies during the last three years 2020-21, 2021-22, 2022-23.
- 6- Have Minimum 05 Full-time partners among which 03 partners must be FCA. (Fellow Chartered Accountant)
- 7- Have minimum 02 partners should be DISA (Diploma In Information System Audit) qualified.

Supported document, as above, should be enclosed with the offer.

The prices Bid should be kept in a separate sealed envelope subscribing ``Price Bid for the appointment of CA``.

04- FINAL SELECTION:-

- 1- Selection will be made on the basis of least cost method.
- 2- Price Bid of the firms will be opened who fulfil the minimum eligibility criteria.
- 3- In case Price-Bid of two or more firms are similar, than the selection will be made of firm, which has more experience of Co-operative sector.

The eligible firms May submitted their offer till 31.10.2023 at 12 PM, through registered/speed post only.

Managing Director

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FINANCIAL BID

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The interested CA firm may quote their professional fees (all inclusive) in the following format :-

S. No.	Particulars	Amount
01.	Professional fee for the complete job of :- 1- Statutory Audit for the F.Y. 2023-24. 2- filling of IT Return of the F.Y. 2023-24. 3- Generation of Audit note in hindi.	
	GST	
	Grand Total	

Grand Total Professional fees **(Including GST)** in words

.....

Signature of Nodal

Partner With name and Firm Seal

Valuation Method

(a) Minimum Professional Fees :- 2,40,000.00 (including Gst & Other Expenses)

(b) Criteria for Selection

Experience		Marks Allotted
15 Year	-	0
16 Year to 20 Year	-	2
21 Year to 25 Year	-	4
26 Year to 30 Year	-	6
More Than 30 Year	-	8

(c) Annual Turn Over

Amount in Lacs		Marks Allotted
25 Lacs	-	0
26-100 Lacs	-	6
101-200 Lacs	-	12
More Than 201	-	18

(d) Cooperative Audit

No of Audit		Marks Allotted
3 Audit	-	0
4-6 Audit	-	4
7-10 Audit	-	8
More Than 10 Audit	-	16

(e) No. Of Partners & FCA

No. Of Partners	No. Of FCA		Marks Allotted
5	3	-	0
10	5	-	4
More Than 10	5	-	8

(f) DISA (Diploma in information system audit)

DISA Qualified Partners		Marks Allotted
2	-	0
3-5	-	4
More Than 5	-	8

(g) Financial

Ammount		Marks Allotted
2,40,000	-	42
2,50,000	-	41

For Every Rs.10,000.00, 1 Marks less

छ.ग.राज्य सहकारी दुग्ध महासंघ मर्यादित

ग्राम – उरला, पो-बी0एम0वा0चरौदा, जिला-दुर्ग (छ0ग0)

क्रमांक / 2643 / छ.ग.दु.म.सं. / वित्त / 2023-24

उरला, दिनांक 29.09.2023

निविदा हेतु शर्तें

01. यह निविदा छत्तीसगढ़ राज्य सहकारी दुग्ध महासंघ मर्यादित के वित्तीय वर्ष 2023-24 के वैधानिक अंकेक्षण कार्य के लिए जारी की गई है। महासंघ द्वारा एक अन्य निविदा वित्तीय वर्ष 2023-24 के आंतरिक अंकेक्षण कार्य के लिए भी जारी की गई है। अंकेक्षण कार्य के इच्छुक निविदाकार केवल एक कार्य वैधानिक अंकेक्षण या आंतरिक अंकेक्षण के लिए निविदा प्रस्तुत कर सकते हैं। एक ही फर्म को दोनो कार्य आबंटित नहीं होंगे।
02. इच्छुक फर्म के लिए संलग्न न्यूनतम पात्रता धारी होना आवश्यक होगा।
03. निविदाकार को किसी संस्था में किसी भी प्रकार का वित्तीय प्रशासनिक (गबन) में संलिप्त अथवा दोषी नहीं होना चाहिए। तत्संबंध में रु.100/- के गैर न्यायिक स्टाम्प पर शपथ पत्र संलग्न करें।
04. छत्तीसगढ़ में फर्म का मुख्यालय, रायपुर या दुर्ग होना चाहिये।
05. फर्म को सहकारिता पेनल "ए" ग्रेड में रजिस्टर्ड होना अनिवार्य है। पंजीयन की प्रति संलग्न करना अनिवार्य।
06. दिये गये कार्य को निर्धारित अवधि में आवश्यक रूप से पूर्ण करना होगा।
07. दरें केवल निर्धारित प्रारूप पर ही मान्य होगी।
08. निविदा में चाहे गये दस्तावेज कम या निविदानुसार न पाये जाने की स्थिति में संबंधित निविदाकार की निविदा निरस्त कर दी जावेगी।
09. न्यूनतम समान दरें प्रस्तुत करने वाले निविदाकारों में से सफल निविदाकार का चयन स्कोर कार्ड के आधार पर होगा। स्कोर कार्ड समान्य होने पर चयन लॉटरी के माध्यम से होगा।
10. चार्टर्ड अकाउंटेंट की नियुक्ति एक वर्ष के लिये रहेगी। प्रबंधन इसे समान दर एवं शर्तों पर एक अतिरिक्त वर्ष के लिए बढ़ा सकेगा।
11. निविदाकारों द्वारा निविदा प्रपत्र में दी गई दरों पर नियमानुसार जीएसटी का भुगतान किया जावेगा। निविदाकार को निविदाप्रपत्र में दरें अंग्रेजी के अंको में स्पष्ट वर्णित करना होगा।
12. किसी भी निविदा को निरस्त करने का अधिकार प्रबंध संचालक छत्तीसगढ़ राज्य सहकारी दुग्ध महासंघ मर्यादित के पास सुरक्षित है।
13. निविदाकार को संलग्न प्रारूप में निविदा के साथ रु. 100/- के नॉन ज्यूडिशियल स्टाम्प पेपर पर शपथ पत्र नॉटराइज्ड कराकर संलग्न करना होगा कि दुग्ध संघ के कोई भी अधिकारी/कर्मचारी, माननीय अध्यक्ष, एवं संचालक मण्डल के सदस्य स्वयं अथवा उनके रक्त संबंधी रिश्तेदार एवं आश्रित परिवार के सदस्य नहीं हैं, किसी भी संस्था द्वारा निविदाकर्ता को किसी भी प्रकार की अनियमितता के कारण टर्मिनेट अथवा ब्लेक लिस्ट नहीं किया गया है एवं निविदाकर्ता के विरुद्ध किसी भी थाने में किसी भी प्रकार का कोई अपराधिक प्रकरण दर्ज नहीं हैं, प्रस्तुत करना होगा।
14. निविदाकार को संलग्न सनिष्ठा निधी पर हस्ताक्षर कर इसे तकनीकी दस्तावेज के लिफाफे में संलग्न करना होगा।
15. यदि पक्षकारों के बीच इस कार्य के विषय में कोई विवाद उत्पन्न हुआ तो प्रबंध संचालक, छत्तीसगढ़ राज्य सहकारी दुग्ध महासंघ मर्यादित को प्रकरण निराकरण हेतु प्रस्तुत किया जा सकेगा। निराकरण न होने की स्थिति में आर्बीट्रेशन एक्ट 1996 के प्रावधानों के अनुसार कार्यवाही की जा सकेगी।
16. निविदा केवल स्पीड पोस्ट/पंजीकृत पोस्ट द्वारा कार्यालयीन पता छत्तीसगढ़ राज्य सहकारी दुग्ध महासंघ मर्यादित, कार्यालय क्रमांक 1 प्रथम तल, शहीद वीर नारायण सिंह (अभ्यूदय) परिसर, नगर घड़ी चौक रायपुर (छ.ग.) पिन : 492001 पर ही प्रेषित करें।
17. किसी भी प्रकार का वाद-विवाद होने पर न्यायालयीन क्षेत्र रायपुर रहेगा।

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PRE CONTRACT INTEGRITY PACT

क्रमांक / 2643 / छ.ग.दु.म.सं. / वित्त / 2023-24

उरला, दिनांक 29.09.2023

1. GENERAL

This pre-bid contract Agreement (herein after called the integrity pact) is made on..... day of the month20....., between, the Government of Chhattisgarh acting through the Managing Director, Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit (Designation of the officer, Department) government of Chhattisgarh (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) as the First party, who proposes to hire vehicles for transportaion of milk and milk products and Shri

..... Son/Daughter of _____ (here in after called the "BIDDER/Seller", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) as the second party, who is willing to offer/has offered the desired service.

WHEREAS the BIDDER is a Private Company/Public Company/Government/ undertaking

/partnership/Registered Export Agency, Constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government, performing its function on behalf of the Government of Chhattisgarh.

2. OBJECTIVES

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre- contract agreement, hereinafter referred to as integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired Store/Equipment/Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the BIDDERS to abstain from bribing of indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.

All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same 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.

4. COMMITMENTS OF THE BIDDER

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:-

The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the 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 the Government.

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 officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the 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.

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.

The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

The BIDDER shall not use improperly, for purpose 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 proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of the Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any public sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through Bank Draft in favour of Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit.

The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.

In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture if Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

7. SANCTIONS FOR VIOLATIONS

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 pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceeding with the other BIDDER(s) would continue.
 - (ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason thereof.
 - (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 the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate While in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (V) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments already made by the BUYER, along with interest.
 - (iii) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the 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 Government of Chhattisgarh 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(s) to any middlemen or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable 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 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.

The term close relative for this purpose would mean spouse whether residing with the Government servant or not, but include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer any in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.
 - (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 from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money (s) due to the BIDDER.
- 7.2 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 purpose of this Pact.

8 FALL CLAUSE

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

9. INDEPENDENT MONITORS

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

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.

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

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

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.

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 correction problematic situations.

10. 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 Books of Accounts of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

11. LAW AND PLACE OF JURISDICTION

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

12. OTHER LEGAL ACTIONS

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

13. VALIDITY

The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case the parties will strive to come to an agreement to their original intention.

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

BUYER

BIDDER

Name of the Officer
Designation
Department/PSU

Name of the Bidder

Witness

witness

1)

1).....

.....

.....

2)

2).....

अनुसूची-1

(रु. 100/- के स्टाम्प पेपर पर नोटरीकृत प्रस्तुत किया जावे।)

शपथ पत्र

मैं आयु फर्म का नाम पता
..... शपथ पूर्वक घोषणा करता हूँ कि :-

1. मैं उपरोक्त फर्म में संचालक/प्रोप्राइटर/भागीदार के रूप में हूँ।
2. फर्म छत्तीसगढ़ राज्य सहकारी दुग्ध महासंघ मर्यादित की निविदा क्रमांक/2643/छ.ग.दु.म.सं./वित्त/2023-24 उरला, दिनांक 29.09.2023 के नियम, शर्त एवं अनुबंध की कंडिकाओं पर सहमत होते हुये, संपरीक्षक की नियुक्ति हेतु अभिरूचि का प्रदर्शन प्रस्तुत कर रहा हूँ।
3. मेरे फर्म का कोई भी निकट संबंधी छत्तीसगढ़ राज्य सहकारी दुग्ध महासंघ मर्यादित में कार्यरत नहीं है।
4. मेरे फर्म का कोई भी निकट संबंधी छत्तीसगढ़ राज्य सहकारी दुग्ध महासंघ मर्यादित में माननीय संचालक सदस्य नहीं हैं।
5. फर्म को यह ज्ञात है कि यदि भविष्य में पाया गया कि फर्म का कोई निकट संबंधी छत्तीसगढ़ राज्य सहकारी दुग्ध महासंघ मर्यादित में कार्यरत हैं, या इसके माननीय संचालक सदस्य हैं, तो फर्म की निविदा स्वीकृति एवं कार्य प्रारंभ होने के बाद भी निविदा निरस्त की जा सकती है।
6. छत्तीसगढ़ राज्य सहकारी दुग्ध महासंघ मर्यादित द्वारा किसी भी कारण से कभी भी अपनी निविदाओं में भागीदारी से रोकने हेतु फर्म को काली सूची में नहीं डाला गया है।
7. फर्म को यह ज्ञात है कि किसी भी संस्था द्वारा फर्म को किसी भी प्रकार की अनियमितता के कारण टर्मिनेट अथवा ब्लेक लिस्ट नहीं किया गया है।
8. यह शपथ पत्र फर्म द्वारा निविदा क्रमांक 2643/छगदुमसं/वित्त/2023-24 उरला, दिनांक 29.09.2023 के आवश्यक दस्तावेज के रूप में दिया जा रहा है।

हस्ताक्षर शपथकर्ता

सत्यापन

मैं पिता/पति श्री एतद् द्वारा शपथ पूर्वक घोषणा करता हूँ कि इस शपथ पत्र की कंडिका क्रमांक 1 से 8 तक संपूर्ण कथन मेरी संपूर्ण जानकारी एवं ज्ञान के अनुसार सत्य है। मेरे द्वारा यह शपथ पत्र स्वेच्छा एवं बिना किसी दबाव के गवाहों के समक्ष हस्ताक्षरित किया गया है।

हस्ताक्षर शपथकर्ता

गवाह

1. हस्ताक्षर :

नाम :

पता :

2. हस्ताक्षर :

नाम :

पता :