

# छत्तीसगढ़ राज्य सहकारी दुग्ध महासंघ मर्यादित

ग्राम—उरला, पो — बी0एम0वाय0 चरोदा,जिला—दुर्ग, छ0ग0

क्रमांक / 3741 / छगदुमस/क्रय/2022

दिनांक— 17.02.2022

## ॥ GC-MS/MS मशीन प्रदाय एवं स्थापना कार्य हेतु निविदा सूचना ॥

दुग्ध महासंघ द्वारा एन.पी.डी.डी.—II, योजनान्तर्गत प्रस्तावित 01 नग GC-MS/MS मशीन प्रदाय एवं स्थापना कार्य हेतु निविदा सूचना आमंत्रित की जाती है, जिसकी निविदा जमा करने की अंतिम तिथि—01.04.2022 निर्धारित है, जिसका विस्तृत विवरण दुग्ध महासंघ की वेबसाइट— [www.cgcoopdairyfed.in](http://www.cgcoopdairyfed.in) पर उपलब्ध है।

प्रबंध संचालक

**CHHATTISHGARH RAJYA SAHAKARI DUGDH MAHASANGH MARYADIT**

(ISO 22000:2018 Certified)

Email: [raipurdugdhsangh@gmail.com](mailto:raipurdugdhsangh@gmail.com)

Website: [www.cgcoopdairyfed.in](http://www.cgcoopdairyfed.in)

CGCDF/PUR/NPDD-II-C.L./3741

Date: 17.02.2022

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**SECTION – I****CHHATTISHGARH RAJYA SAHAKARI DUGDH MAHASANGH MARYADIT  
(ISO 22000:2018 Certified)**Email: [raipurdugdhsangh@gmail.com](mailto:raipurdugdhsangh@gmail.com)Website: [www.cgcoopdairyfed.in](http://www.cgcoopdairyfed.in)

CGCDF/PUR/NPDD-II-C.L./3741

Date: 17.02.2022

**INVITATION FOR BIDS**

The Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt. invited tenders from reputed Manufacturers / Authorized Dealers for the following goods/ works:

**Tender Ref: CGCDF/PUR/NPDD-II-C.L./3741 , Date: 17.02.2022 Tender Fee: Rs. 1000/-**

Sl No.	BID REF.	Description	Estimated Cost/ EMD Amount	Bid Start Date	Last date & time of Submission & opening of Bids	Completion period
1	CGCDF/PUR/NPDD-II-C.L./3741, Date: 17.02.2022	Tender Notice for Supply and Installation of GC-MS/MS with FID	<u>Estimated Cost:</u> Rs.01.00 Cr. <u>EMD</u> Rs.300000/- (In the form of Demand Draft in favor of (Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt) payable at Raipur, CG	Start- 17-02.2022 at 11.00 PM to	Last Date for submission- 01.04.2022 up to 02.00 PM. Through Speed Post and Registered Dock Only Bid Opening -01.04.2022 at 03.00 PM	60 Days from the date of Work Order.
<u>Head office &amp; Postal Address.</u> CHHATTISHGARH RAJYA SAHAKARI DUGDH MAHASANGH MARYADIT URLA-BMY, CHARODA, DIST:-DURG-490025						

For further details or for downloading the tender documents, please visit web site of CG Rajya Sahakari Dugdh Mahasangh: [www.cgcoopdairyfed.in](http://www.cgcoopdairyfed.in) or contact Asst. General Manager (Purchase), of CGCDF and through email of CGCDF: [raipurdugdhsangh@gmail.com](mailto:raipurdugdhsangh@gmail.com) on any working day. The intending bidders are required to submit their offer through Speed Post or Registered Dock only in the name of CHHATTISHGARH RAJYA SAHAKARI DUGDH MAHASANGH MARYADIT URLA-BMY, CHARODA, DIST:-DURG-490025. Managing Director reserves the right to accept/reject any or all tenders or its part without assigning any reason thereof.

MANAGING DIRECTOR

**CHHATTISHGARH RAJYA SAHAKARI DUGDH MAHASANGH MARYADIT**

(ISO 22000:2018 Certified)

Email: [raipurdugdhsangh@gmail.com](mailto:raipurdugdhsangh@gmail.com)Website: [www.cgcoopdairyfed.in](http://www.cgcoopdairyfed.in)

CGCDF/PUR/NPDD-II-C.L./ 3741

Date: 17.02.2022

**SECTION II - INSTRUCTION TO BIDDERS****1) Eligibility and Qualification Requirements****The bidders must meet the following minimum qualifying criteria:**

- a) The Bidder, in the same name and style, should be in business at least for **five years** at the time of bid opening. In case of change of name of bidder by merger / acquisition / change in status, the bidder may be eligible based on the documentary evidence.
- b) The Bidder should be original equipment manufacturers or have a valid Authorization Certificate in case of dealer and should have valid GST registration certificate, PAN, etc.
- c) The Bidder's Financial Turnover in the same name and style in each of the last three financial years (FY 2018-19,19-20,20-21) ending 31st March shall be not less than **60% of the estimated cost**.
- d) The bidder should have **positive net worth in last two financial years**.
- e) The bidder should have **cash profit in any two financial years out of the last five financial years**.((FY 2016-17, 17-18, 18-19,19-20,20-21)
- f) The Bidder in the same name and style shall have successfully executed / completed contracts of **Supply of GC MS-MS with FID** during the last five years ending last day of the month previous to the month in which bid is opened, either of the following: -
  - I) One Contract / Work of *Supply of GC MS-MS with FID* costing not less than 80% of estimated value
  - II) Two Contracts / Works of *Supply of GC MS-MS with FID* each costing not less than 50% of estimated value
  - III) Three Contracts / Works of *Supply of GC MS-MS with FID* each costing not less than 40% of estimated value

**Note:**

- a) The Contract means the work done against one work order on a single location. Separate orders for supply and erection/ commissioning against one job on a single location will also be considered.
- b) Bidder shall submit the following details to support their claim for meeting the minimum eligibility requirement -
  1. Name / Names of projects to be considered for meeting minimum eligibility criteria
  2. Nature of each project / work completed along with respective completion certificate.
  3. Value of work of each project / work completed.
  4. Location of execution of each project/work completed.
- g) In addition to the above, the following information/documents should also be **Submitted** along with the bid documents (**Technical bid**) by the bidder for evaluation/determination of their eligibility:
  - I. Copy of Income Tax Returns for **three** previous financial years(FY 2018-19,19-20,20-21).
  - II. Copy of TDS certificate issued by the clients to substantiate the claim for the value of works executed in the private sector.
  - III. Copy of form 26AS for the last **three** financial years (FY 2018-19,19-20,20-21).
- h) Even though the bidder meet the specified criteria, it may be disqualified if it has:
  - I. Made untrue or false declaration and/or
  - II. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion or financial failure etc.

**2)Eligible Bidders**

This invitation for Bids is open to all suppliers who have downloaded this bidding document in their name and meet the minimum eligibility criteria, if any, specified in this bidding document.

### **3) Bidding Document**

The fee/cost for Tender document is Rs. 3000/-

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender submission or process

Interested eligible bidders may obtain further information from Asst. General Manager (Purchase), of CGCDF and through email of CGCDF: [raipurdugdhsangh@gmail.com](mailto:raipurdugdhsangh@gmail.com) on any working day

### **4) Downloading the Document**

- (a) The bid documents will also be available in the website at of Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur: [www.cgcoopdairyfed.in](http://www.cgcoopdairyfed.in) and can be downloaded and used as tender documents for submission of the tender.
- (b) It is hereby brought to the notice of all bidders that if any change/additions/ deletions/alterations are found to be made by them in the tender and the same is subsequently noticed at any stage, even after award of the contract, the bidders are liable for all consequences thereof and Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur shall be free to take suitable action as deemed necessary.

### **5) Content of Bidding Document**

5.1 The Bidding Document includes:

- (a) Invitation for Bids;
- ( b ) Instruction to Bidders
- ( c ) Terms & conditions of the Contract;
- (d) Scope of work
- (e) Schedule of quantities;
- (f) Form of Bid;
- (g) Deviation statement;
- ( h ) Acceptable form of Bank Guarantees for Performance security after issued of Work Order and at time of signing of Contract.

5.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the tender Documents. Failure to furnish all information required by the tender Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

### **6) Clarification of Bidding Documents**

A prospective Bidder requiring any clarification of the tender Documents may notify Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur in writing or by email Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur will respond in writing to any request for clarification of the tender Documents, which it receives prior to the deadline for the submission of bids. Bidders should preferably forward their queries earlier than 10 days prior to the bid submission date. Written copies of Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur response will be sent to the respective Bidder. Also corrigendum, if necessary, will be published and uploaded in the Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur website without identifying the source of the inquiry.

### **7) Amendment of Bidding Documents**

At any time prior to the deadline for the submission of bids, Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur may modify the bidding document by the issuance of amendment. The amendment will be published and uploaded on Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur website and will be binding on them. Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur may also at its own discretion, extend the deadline for submission of bids. Before submission of the bid, the bidder should check the Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur website for any Corrigendum/additional information on the bidding document, if any.

### **8)Preparation of Bid**

The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be download the tender form from the CGCDF website.

### 9) Submission of Bid

The bidders, who downloaded the bidding documents, are eligible for submission of bids in their names only.

All the bidders should submit their bids in:-

Part I – Tender form fees and EMD

Part -II Technical Bid

Part III – Price Bid.

The Bidder cannot modify or withdraw its bid after the bid's submission. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval may result in the forfeiture of Bidder's EMD.

The bids are to be submitted with drawing, specifications or as per drawings, specifications given in the tender and submitted as such, shall be deemed to mean that the bidder submitting such a bid is fully acquainted with the technical details.

### 10) Period of Validity of Bids:

The Bids shall remain valid for 120 days from the date of bid opening prescribed by the Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt, Raipur. A bid valid for a shorter period shall be rejected by Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt, Raipur as non-responsive.

### 11) Earnest Money Deposit (EMD)

All bids must be accompanied by Earnest Money Deposit (EMD) and the same should be in the form of Demand Draft. The EMD (in original) should be submitted with tender form on or before the last date and time of submission of bids. Without valid EMD, the tender shall be rejected.

#### The EMD may be forfeited:

- a) If a bidder withdraws or modifies its bid during the period of bid validity or
- b) In the case of the successful bidder, if the bidder fails to sign the Contract (Purchase Order acceptance, and submit Performance BG if asked for)

Unsuccessful bidder's bid security will be returned as promptly as possible but not later than 30 days after the expiration of the period of the bid validity of 120 days from the date of bid opening. The successful Bidder's EMD will be returned upon the Bidders executing the Contract pursuant to return the duplicate copy of the Purchase Order, duly signed and sealed, and furnish the performance security, if asked for.

### 12) Price

The bidder shall submit their Price Bid at **excluding** applicable GST for the goods/ services it proposes to deliver under the contract. Bidders must submit a bid for the full quantity specified, failing which, such bids will not be taken into account for evaluation and comparison and will not be considered for award.

#### Exclusive of GST

- (a) The item wise quoted price (Basic unit cost) of goods to be supplied shall be indicated in the field "**Unit Rate (in Rs.)**" on the tender on FOR site basis and shall include the charges for packing and forwarding, transportation, transit insurance, unloading and all other local costs incidental for delivery to their final destination, storage insurance (if asked for) and safe custody at recipient's place (If asked for), **excluding GST**.
- (b) The item wise quoted price (Basic unit cost including cess & levies) for installation, testing and commissioning including successful completion of performance and guarantee tests to be performed at the final destination by the bidder should be indicated in the field "**Unit Rate (in Rs.)**" on the tender. The price shall be excluding GST.
- (c) A statement indicating applicable rate of GST (in %) and the HSN/ SAC codes considered for (a) Supply and (b) Installation items shall be submitted along with the **Technical Bid (Part II)** .

**13) Fixed Price**

(i) Basic Price quoted by the Bidder shall be fixed during the bidder's performance of the Contract/Supply and not subject to variation on any account. A bid submitted with an adjustable price quotation for such goods and services will be treated as non-responsive and rejected.

(ii) Payment of differential amount due to price variation on account of change in applicable taxes, levies, cess and duties on the invoiced items/ services shall be payable only if, the details of the taxes, levies, cess and duties included in the prices & HSN/ SAC code considered, is furnished in the Technical bid (Part –II). If any altogether new tax , levy, cess and duty is imposed on such contract after the bid opening date, the same shall be considered for payment/ reimbursement upon documentary evidence. Similarly, the differential amount shall be recovered, if the rates of taxes/ duties/ cess etc. are revised downward.

**14) Bid Form**

- (i) The Bidder shall download complete the tender Form from the CGCDF website:-  
[www.cgcoopdairyfed.in](http://www.cgcoopdairyfed.in)

**15) Opening of Bids**

- The bid will be opened on **01.04.2022** at **03.00PM.**
- The envelope 'A' will be opened first & and if required EMD is found correct, -envelope 'B' technical bid will be opened
- The bidders who fulfill all the technical criteria & technical specification of the machine as required for technical bid will be eligible for opening their financial bid
- The representative of the bidders may also be present at the time of bid opening process, however bid opening process shall not be stopped/halted/postpone in their absence.

**The tenderer will ensure to submit the tender papers in three separate envelopes as under -**

Envelope enmarked "A" - Earnest Money Deposit and tender fee in the form DD Payable to

Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit.

Envelope enmarked "B" - Technical Bid papers

Envelope enmarked "C" - Financial Bid

All three envelopes should be kept in one bigger Envelope- "D" superscribed "Tender for supply and installation of GC- MS/MS with FID

**a)Preliminary Evaluation**

Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur will examine the Tender fee and EMD –DD than technical bids to be determine whether they are complete, whether required supporting documents have been furnished, and whether the bids are generally in order.Where the bidder has quoted and the bid security furnished is inadequate, the bid will be treated as non-responsive.

Prior to the detailed evaluation, Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur will determine the substantial responsiveness to the bidding document. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. A material deviation is one which affects in any substantial way the functionality, scope, quality or performance of the deliveries or which limits in any substantial way inconsistent with the bidding documents, Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur rights or the bidder's obligations under the contract and the rectifications of which deviations would affect unfairly the competitive position of other bidders presenting substantially responsive bids Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur 's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

No post-bid clarification at the initiative of the bidder shall be entertained. For evaluation and comparison of bids, the purchaser may, at its discretion, ask the bidder for clarification on the bid. The shortfall information / documents shall be sought only in case of historical documents which pre-existed at the time of tender opening and which have not under gone change since then.

So far as the submission of the documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents shall be asked for and considered. For example, if the bidder has submitted a supply order without its completion / performance certificate, the certificate can be asked for and considered. However, no new supply order shall be asked for and considered so as to qualify the bidder.

In case the required clarification are not received by the Purchaser in time, the Technical bid may be treated as incomplete and non-responsive.

A bid determined as not substantially responsive will be rejected by Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the Bidder.

**b)Evaluation and Comparison of Bids**

The Evaluation and comparison of bid will be done on the basis of item wise quoted price inclusive of supply, installation, testing & commissioning inclusive/ exclusive of applicable GST

**c) Conversion to Single Currency**

All bid prices shall be in Indian Rupees only.

**17) Award Criteria**

- (i) Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid.
- (ii) Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur may award one single contract or more than one contract to the successful bidder at Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur's discretion.

**18) Signing of Contract**

Immediately on receipt of the Purchase Order, the successful bidder shall return the duplicate copy of the Purchase Order, duly signed and sealed.

**19) Performance Security**

Within 30 days of receipt of the Purchase order, the successful bidder shall furnish the performance security of 10% of the contract price in accordance with the Conditions of Contract, in the Performance Security Form. Failure of the successful Bidder to comply with the Clause 18 or Clause 19 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit.

**20) Rights Reserved by Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur**

Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur does not bind itself to accept the lowestbid. Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur reserves the right to award the job either in part or full. Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur at its sole discretion and without assigning any reason thereof, also reserves the right to accept any/or reject any or all bids.

**21) Address for Communication**

**CHHATTISHGARH RAJYA SAHAKARI**

**DUGDH MAHASANGH MARYADIT**

**URLA-BMY, CHARODA,**

**DIST:-DURG-490025.**

Email: [raipurdugdhsangh@gmail.com](mailto:raipurdugdhsangh@gmail.com)

**POINTS BIDDERS SHOULD BEAR IN MIND**

- 1) BIDS CONTAINING DEVIATIONS FROM BIDDING DOCUMENT TERMS AND OTHER REQUIREMENTS MAY BE REJECTED.
- 2) BIDS WITHOUT SUBMISSION OF ORIGINAL EARNEST MONEY DEPOSIT (EMD) TO **CHHATTISHGARH RAJYA SAHAKARI DUGDH MAHASANGH MARYADIT** BE REJECTED.
- 3) NON-COMPLIANCE WITH ANY TECHNICAL/ COMMERCIAL TERMS AND CONDITIONS, SHOULD BE CLEARLY MENTIONED BY BIDDERS IN DEVIATION STATEMENT FORMS.
- 4) BIDDERS SHOULD FURNISH THE CONTACT DETAILS (NAME, EMAIL ADDRESS, CONTACT NO., COMPLETE ADDRESS) OF THE AUTHORISED REPRESENTATIVE FOR THE PURPOSE OF FURTHER CORRESPONDENCE PERTAINING TO BIDDING DOCUMENT.
- 5) NEGLIGENCE OF THE BIDDER IN PREPARING TENDER BID CONFERS NO RIGHT TO WITHDRAW THE BID AFTER IT WAS OPENED.
- 6) SPECIFICATIONS, CONDITIONS AND SCHEDULE OF BIDDING DOCUMENT INCLUDING CORRIGENDUM, IF ANY, CONSTITUTE AN INTEGRAL PART OF THE BID.
- 7) THE BID, ALONG WITH ENCLOSURES, DRAWINGS AND TECHNICAL LITERATURE, SHOULD BE IN ENGLISH ONLY.
- 8) ALL EQUIPMENT, SYSTEM & COMPONENTS SHOULD BE DESIGNED TO PERFORM AS PER SPECIFICATION IN THIS BIDDING DOCUMENT UNDER TROPICAL CONDITIONS.
- 9) **CHHATTISHGARH RAJYA SAHAKARI DUGDH MAHASANGH MARYADIT** --RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS WITHOUT ANY EXPLANATION TO BIDDERS.

**SECTION III - TERMS AND CONDITIONS OF CONTRACT**

**1. Performance Security:**

The Performance Security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Purchaser, and shall be in the following form:

A bank guarantee issued by a Nationalized Bank having branches in India valid for 45 days beyond the warranty period.

**2. Date of Delivery:**

Date of delivery prescribed shall be deemed to be the essence of the purchase order/contract. Each unit of an item shall be delivered to destination not later than the delivery date specified in the order.

**3. Liquidated Damages:**

If the bidder fails to deliver any or all the goods or perform the services within the time period(s) specified in the purchase order/contract, Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur shall, without prejudice to its other remedies under the purchase order/contract, deduct from the purchase order/contract price, as liquidated damages, a sum equivalent to:

- 0.5% of full contract value for each completed week of delay

-

Week comprising of 7 days including holidays and any incomplete week shall be ignored for the calculation of liquidated damages.

The Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur may without prejudice to any other method of recovery, deduct the amount of such damages from any payment in its hands, due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

The total amount so deducted shall not exceed 10% of the purchase order/ contract value. Once the maximum is reached, Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur may consider cancellation/ termination of purchase order/ contract, and forfeiture of performance security and/or Retention amount.

**5. Terms of Payment:**

**Terms of payment are:**

**A- 70% payment of the cost of machine within 30 days after safe receipt and acceptance of goods.**

**-20% shall be released within 30 days after successful commissioning.**

**-Remaining 10% within 30 days of expiry of warranty period however this 10% amount may release on submission of a bank guarantee in the form of Performance security in prescribed form of value equal to 10% of machine cost.**

**B- All the bank guarantees should be in the pro-forma prescribed by Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt, Raipur and from a Nationalised Bank or schedule bank having branches in India. The performance and retention bank guarantees should be valid upto 45 days beyond the warranty period.**

**6. Insurance:**

In case where the purchase order is placed on “free delivery at site” including unloading basis, no insurance premium will be paid by Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt, Raipur. In such a case, all required insurance policies (Transit risk insurance policy, storage insurance policy, All risk policy, Workmen Compensation policy, Third Party insurance etc.) may be obtained by the supplier/ contractor to safeguard their own interests and to protect the material against transit hazards, storage (at Site) for damage/ loss.

**7. Rejection:**

Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt, Raipur reserves the right to reject the goods either in full or in part, if at the time of delivery, it is noticed that the goods supplied do not conform to the specifications/ description given in the purchase order. The rejections, if any, will be intimated to the supplier in writing within a reasonable time. The supplier will be liable and responsible to repair/ replace the rejected goods within the original delivery period. No extra payment shall be made for such replacement to the supplier/ contractor for freight, unloading and insurance etc. Till the repair/ replacement is made, the rejected goods shall be lying at supplier's risk, cost and responsibility. If the supplier does not arrange to repair/ replace the rejected goods within the original delivery period Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt, Raipur may dispose off such goods at supplier's risk and in the manner Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt, Raipur thinks fit. Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt, Raipur shall be at liberty to purchase the quantity of items rejected from other parties without giving any notice and at supplier's risk & cost and recover the additional expenditure, if any, from any of the outstanding dues of the supplier/ contractor. Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt, Raipur shall be entitled to recover the expenses made by Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt, Raipur on storage and handling of such rejected goods till the goods are removed from Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt, Raipur premises/ stores.

**8.Guarantee:**

The supply of equipment as well as installation, if entrusted, shall have to be carried out by the supplier/ contractor to the entire satisfaction of Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur .The supplier/ contractor shall also guarantee to repair/ replace without any extra cost, the items or parts thereof, if found defective, due to bad design, workmanship or substandard material brought to the attention within 12 calendar months from the date of putting on use/ commissioning or 18 calendar months from the date of receipt of material at site, whichever is earlier. If it is necessary to send the defective equipment or parts thereof to supplier/ contractor's works for repair/ replacement without forming any precedence, the cost of repacking, loading, unloading, transportation to supplier/ contractor's site and back will be borne by the supplier/ contractor. The guarantee does not cover any damage resulting from normal wear and tear or improper attendance or mishandling of the equipment during repairs by personnel other than the supplier/ contractor or his authorised agents. In case of installation jobs, the contractor will have to guarantee the complete installation for satisfactory performance for a minimum period of one year from the date of commissioning of the plant. Any defect arising out of faulty erection/ installation or use of substandard material or workmanship shall have to be rectified by the contractor at his own cost.

**9.Warranty:**

The supplier/ contractor must provide a warranty for a minimum period of **12 calendar months from the date of commissioning** of equipment for the satisfactory performance of the supplied equipment according to the designed/ rated/ installed capacity or any other norms fixed by Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur If the equipment remains out of order during this period, the warranty will be accordingly extended by period the equipment was out of order due to non-repair by the supplier/ contractor.

**10.Drawings, Specifications& Manuals:**

Wherever applicable, prior to commencement of fabrication, the supplier/ contractor shall have to submit for Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur s --approval three sets of drawings of all the items ordered for supply, showing overall dimensions with typical sections, details of service connections and their equipment, details of drive units etc. for each equipment. Soft copy of the final (As built) drawings shall be submitted. In case of items for which drawing are provided by Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur, the supplier/ contractor shall fabricate/ manufacture the items strictly in accordance with these drawings and any other instruction given by Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur .For such items, there is no need for the supplier/ contractor to submit the drawings to Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur for approval prior to commencement of fabrication/ manufacture. Where documents and drawings are supplied to the supplier/ contractor by Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur the same must be treated as confidential, must not be copied, reproduced, transmitted or disclosed otherwise in whole or part, nor duplicated, modified, divulged or discussed with any third party nor used in any other way without the consent of Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur in writing. All such documents and drawings, shall be the property of Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur and they must be returned to Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur after execution of the order. Wherever applicable, 3 sets of equipment manual should be provided alongwith the consignment.

**11.Sub-Contract:**

In the event of awarding sub-contract to any party/parties by the supplier/ contractor for the manufacture/supply/erection of any parts/spares/components that will be used in ordered equipment, the supplier/ contractor must furnish the details about their sub-contract also. Prima facie responsibility rests on the supplier/ contractor regarding quality, quantity, guarantee/warranty of the materials supplied by the sub-contractors.

**12. Spares :**

The supplier shall provide a list of spare parts, which will be required for the plants and equipment supplied for at least two years of normal operation with the names and the addresses of the manufacturers from whom these can be procured. The list should contain the code numbers of the parts, which are required to be procured, in addition to the machine number, models etc.

**13.Inspection:**

On placement of order, the equipment under the purview of supply should be inspected by the supplier's own technical experts at the supplier's works and such inspection report should be forwarded to Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur in triplicate. However, Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur reserves its right to inspect at any stage of fabrication/manufacture of the equipment/material. The supplier should intimate the Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur without fail, when the equipment is ready for inspection including the stage wise inspection. The supplier should not proceed with further manufacture and/or despatch of equipment, without obtaining a clearance certificate from Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur. The supplier should forward to Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur the Test Certificates, wherever applicable, obtained from concerned authorities/ principal manufacturers either regarding quality or any other details of the items utilised in the process of manufacture/fabrication

**14.Despatch Instructions**

The materials are to be despatched to the destination by the mode of transport specified in order under intimation to Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur. Depending on the type of material, the supplier shall have to carry out proper packing/ crating to avoid breakages in transit. Other details of despatch such as consignee's particulars etc. are mentioned in the purchase order. For using any mode of transport other than the specified one, prior concurrence from Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur in writing should be obtained. All consignments should be despatched on freight paid basis irrespective of price basis. In the event of freight payable extra by Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur, the supplier shall have to obtain Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur's prior approval and produce necessary documentary evidence in support of claims. Unless otherwise stated, the original RR/LR should be sent directly to the consignee along with three copies of invoice and two copies of Delivery Challan/e-way bills and Packing List.

**15. Demurrage:**

The supplier shall bear and reimburse to Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur the full demurrage, if any, paid by reason of delay on their part in forwarding the original despatch documents to the destination mentioned in the purchase order.

**16. Submission of Bills:**

Bills in triplicate stating therein the purchase order reference along with necessary copies of despatch documents are to be submitted as per instructions given in the purchase order. Unless otherwise stated, the payment shall be made by Crossed Account Payee cheque according to the terms of payment mentioned in the purchase order.

**17. Electricity:**

Electricity required for execution of works at site will be provided free of cost. However, necessary arrangements for tapping/connection etc will have to be made by the contractor at his own cost.

**18. Force Majeure:**

The terms and conditions mutually agreed upon shall be subject to Force Majeure Clause. Neither the supplier/ contractor nor Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt, Raipur shall be considered in default in performance of his/their obligations hereunder if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake or because of any law, order, proclamation, regulation or ordinance of any Government or of any act of God or any other cause whether of similar or dissimilar nature, beyond the reasonable control of the party affected. Should one or both the parties be prevented from fulfilling his/their contractual obligations by a state at Force Majeure lasting continuously for a period of six months, the two parties should consult each other regarding the future implementation of the contract/purchase order

**19. Arbitration:**

In the event of any dispute in the interpretation of the terms of this agreement/ purchase order or difference of opinion between the parties on any point in the purchase order arising out of or in connection with the agreement/ accepted purchase order or with regard to performance of any obligation hereunder by either party, the parties hereto shall use their best efforts to settle such disputes or difference of opinion amicably by mutual negotiations. In case no agreement is reached, either party may forthwith give to the other, a notice in writing of the existence of such question, dispute or difference of opinion and the same shall be referred to the adjudication of sole arbitrator to be appointed by Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt, Raipur whose decision in the matter shall be final and binding on the parties. The arbitration proceedings shall be governed under the provisions of the Indian Arbitration & Conciliation Act, 1996 and the rules there under or any statutory modification thereof for the time being in force. In this agreement/purchase order, venue of such arbitration shall be Raipur.

**20. Jurisdiction:**

Courts at Raipur, CG alone shall have jurisdiction regarding any matter arising out of this agreement.

**21. Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt, Raipur does not bind itself to accept the lowest bid and reserves the right of accepting / rejecting any bid in part or full without assigning any reason.**

## SECTION IV- SCOPE OF WORK/TECHNICAL SPECIFICATION

Specification of GC-MS/MS with FID

S.n.	Parameters	Technical Specification
1	Features/Particulars Application	Specification/Description
1.1	Equipment configuration	A. A Laest and highly sensitive Gas chromatograph with triple/Tandem quadruple mass spectrometer system required with software, auxiliary equipment, accessories and data base.
1.2	Area of analysis	The equipment shall have capability to quantify at 1/4th of the maximum residue limit set by national and international regulatory authority for milk and milk products a. Analysis of pesticides in milk and milk products as per FSSAI. b. Milk fat purity by Triglycerides as per ISO 17678/2010 on GC-FID c. Fatty acids in milk and milk products
2	Gas Chromatograph (GC)	
2.1	Compatibility /Capabilities	A. A bench top gas chromatograph system shall be compatible with offered mass spectrometer flame Ionization detector (FID), auto sampler, Inlets (02nos), columns (min 3 nos.) and all other necessary consumables for operation of one year . B. Oven of gas chromatography shall have enough space to install two columns and other accessories.
2.2	Gas Supplies	A. The gases and flow rate requirements on 24 hrs of continuous working shall be specified with the offer. B. The purification filters required for all the gases to be used in equipment shall be included C. System shall have Electronic pneumatic/pressure controls of all the gasses.
2.3	Auto Sampler	A. Auto Sampler automatic injection devices with minimum 15 or more vial tray. B. It shall have reproducibility <0.5% RSD when injected 1µl. C. Auto Sampler shall have provision for minimizing the carry over. It shall have facility to wash syringe with more than two solvents before and after the injections.
2.4	Inlet (2NO'S)	A. System should be offered with two inlets 1) MMI/PTV for pesticide analysis 2) On Column injector for Triglyceride analysis or any other suitable inlet for triglycerides analysis as per ISO 17678:2010 subject to successful demonstration. B. System shall have advanced electronic flow control modules with pressure set points adjustable in increments of 0.01 psi or better, with typical control $\pm$ 0.01 or better for the range 0.000 to 140 psi for both injectors D. System shall be easy to perform maintenance activities like removal of liner changing of septa, o rings E. System shall have total flow setting range for N2 to be 0-0200 ml/min while He 1200 ml/min
2.5	Column Oven	A. System shall have provision to install two columns simultaneously during routine work B. Operating temp range of oven from near ambient to 450°C C. Support 15 oven ramps or better in a single run D. Ramp rate shall go up to 100°C /min or more E. Supplier shall supply 1) Two suitable columns for pesticides (30 meter Length) for use on GCMS/MS. 2) One suitable column for fatty acid – 100 M length 3) One suitable column for Triglyceride analysis- 5 meter length 0.53 mm ID:0.17 µM with non-polar stationary phase (as per ISO 17678:2010)

2.6		A) GC Should have facility of retention time locking or other suitable equivalent mechanism to avoid change in retention times B) The system should have independently heated GC MS/MS interface to avoid loss in analytes due temperature gradient in after elution from columns
<b>3</b>	<b>Mass spectrometer</b>	
3.1	Ion source	A) The equipment coated with EI mode of ionisation B) The system shall have ability to program ion source temperature up to 350°C or better
3.2	Mass filters/analyzer	A) Triple quadruple with suitable mechanism for calibration, auto tune, compound optimisation, quantitation and confirmation B) Quadruple shall be made up of inert material to have better mass transfer efficiency and shall have provision for keeping quadruple clean from dirty matrix. C) Collision Energy must be selectable up to 60eV D) System shall analyse masses from 10 to 1050 AMU E) Scan speed up-to 20000 dalton/sec (u/s) or better. F) Mass stability should be up to 0.10 amu/24 hrs or better G) MRM speed (transitions/sec) 800 or more enabling automatically quantifying and confirming more targets in a single method run. H) Minimum MRM Dwell Time must be at least 0.5 msec
3.3	Detector	A) System should have Electron multiplier detector or photo multiplier detector with long life and better sensitivity. B) It shall have digital dynamic range $\geq 1 \times 10^6$ or better
3.4	Calibration of mass spectrometer	A) Mass spectrometer shall have suitable mechanism for injecting the calibration solution for calibration system. B) Manufacturer shall provide calibration of the instrument quarterly during warranty period.
3.5	Acquisition mode	System shall be capable of acquiring data in full scan, product ion scan, selected ion monitoring and multiple reaction monitoring.
3.6	Sensitivity	EI MRM Sensitivity: 1:1 of 100 fg/ul octafluoronaphthalene (OFN) RMS S/N minimum 30,000:1 for MS/MS transition of m/z 272->222 or Numerically equivalent, if estimated by injecting different amount of concentration of OFN.
3.7	Vacuum System	A) The pumps in required numbers to be offered to meet the instrument vacuum requirement and sensitivity. B) All accessories required for the proper functioning of vacuum system shall be supplied. C) Vacuum system shall have proper venting/exhaust system to remove effluents from pumps and sample split out of laboratory.
<b>4</b>	<b>Flame Ionisation Detector</b>	
4.1	FID	A) Compatible with capillary columns of different diameters. B) Shall have Flame out detection and automatic reignition facility. C) Minimum Detectable level (MDL): $\leq 1.5$ pg C/s for tridecane. D) Linear dynamic range: $\geq 10^7$ E) Temperature: 440°C or more F) Standard electronic pneumatic control for three gases i.e. Air ; Hydrogen and makeup gas (N <sub>2</sub> or He) shall be available for operation.

<b>5</b>	<b>Computer Work station with System Software</b>	
5.1	Computer Work station	Latest model of branded computer with preloaded software laser jet duplex printer shall be offered. The monitor shall have large screen preferably of 24" inches or better.
5.2	Software	A) Preloaded fully automated data acquiring & processing software for with original software CD and license number of software shall be supplied with the system.
		B) Software shall have control over all operations of auto sampler, gas chromatography, mass spectrometer and printer simultaneously or separately.
5.3	Software features	A) Software shall have necessary functions to carry out data acquisition peak integration quantification for accurate quantitation and confirmations of the analytes of interest/indicating ion ratios.
		B) Software shall perform simultaneous SIM and SCAN mode of data acquisition.
		C) Software shall have auto flagging facilities in certain parameters as.
		1.) Auto flagging for the ion ratio which falls out of the confirmation criteria.
		2) Auto flagging for the concentration which is falling below limit of quantitation.
5.4	Databases/Libraries	3) Auto flagging for recovery/QC values which is falling out of the define range of acceptance
		A) Bidder shall provide a database of GC amenable compounds like Pesticides, PCBs, PAH, Dioxins other contaminants etc. Database should have information like molecular formula, mono isotopic mass, parent and daughter ions cone voltage, collision energy, and other parameters required to standardize analysis method for any compound.
		NIST library
<b>6</b>	<b>Calibration solution/standards, consumables and accessories</b>	
6.1	Toolkits/consumable kits/calibration kit/spares	The supplier shall include and specify the kits of relevant equipment parts and accessories along with tool kit.
6.2	Calibration solution/standards	All calibration standards for mass spectrometer/gas chromatograph/auto sampler shall be offered.
<b>7</b>	<b>Installation</b>	
7.1	Pre-installation	The party need to submit the pre-installation requirement with the offer.
7.2	installation	The installation to be undertaken while ensuring all the criteria for compliance as per specification are met and demonstrated.
7.3	IQ/OQ/PQ	Supplier shall perform all these tests during the installation.
<b>8</b>	<b>Warranty</b>	
8.1	Warranty	Supplier shall provide warranty for one year covering all parts of equipment.
8.2	AMC	Supplier shall quote the charges for four year of annual maintenance contract (AMC)
<b>9</b>	<b>Training</b>	
	Operation and application training	A) One week operational training after installation covering GCMS/MS; GCFID, software features instrument troubleshooting and maintenance. B) Supplier shall provide one week application training on method development and standardization.
<b>10</b>	Method Set Up	A) Pesticides in two products i.e. Liquid milk and ghee or any product suggested by the end user as per FSSAI requirement for GC amenable pesticides (Refer Sr.No.14) B) Standardisation of method for analysis of triglycerides profile as per ISO17678/2010 in milk, milk products. C) Standardisation of method for analysis of fatty acid profile as per AOAC996.06
	Bidder shall develop the methods as per application requirement of tender after installation. It shall cover equipment optimization ? and sample prepatation.it shall meet the performance criteria.	

<b>11</b>	<b>Service &amp; Supply</b>	
11.1	Local service facility	<p>A) The supplier shall have service facility and trained engineers located in nearby metros to provide breakdown services within 24-48 hrs of complaint registration.</p> <p>B) The Supplier shall have application laboratory in India to support the application requirement and training needs.</p> <p>C) Supplier shall be responsible for providing the service during the warranty and AMC period for the instruments and accessories offered from other manufacturers also.</p>
11.2	Stock Inventory	The Supplier shall keep inventory of spares and consumables in India for the repair of equipment.
11.3	Number of installation	The supplier shall provide a list of installation of CG-triple quadruple mass spectrometer in food testing laboratories from government and private sector during last three years with contact details.
11.4	Warranty extension	The warranty of equipment would be extended by a month if equipment has been down for more than 10 days in a year, it would be extended by 1 year, if equipment has been down for more than 30 days due to malfunctioning of the any part supplied by bidder or want of spares.
<b>12</b>	<b>Performance Verification and compliance</b>	
12.1	Demonstration and Evaluation	<p>A) We reserve the right to verify the performance of equipment at any stage of purchase process.</p> <p>B) The bidder are requested to arrange all the prerequisite and set up application (as per sr.n.1.2a) at their facility for timely successful demonstration and evaluation.</p>
12.2	Compliance	<p>A) The bidders are requested to provide point wise compliance for each point in specification along with documentary evidences.</p> <p>B)The reference of compliance information in submitted offer shall be clearly specified.</p> <p>C) The offer with incomplete/untraceable information may not be considered.</p>
12.3	Canvassing	A) Any type of unwarranted canvassing for selection of instrument may lead to rejection of the offer.
12.4	No offering of refurbished/assembled/demo modules	A) No part of the offered instrument shall be refurbished or used in demonstration purpose. Kindly submit undertaking.
13	General Conditions	It is the responsibility of vendor to supply a complete solution/unit for the analysis. Vendor should be able to supply al the spares/consumable required for repair at least 8-10 years after installation.

**14.0 Reference to Sr.n.10.0 the list of pesticides and LOQ to be set up.****Requirement of GC amenable pesticides as per FSSAI in milk and milk products**

Sr.n.	Name Of compound	MRL (mg/kg) PPM	Limit of Quantification
1	Aldrin and dieldrin	0.01	1/4th of Maximum Residue Limit
2	chlordan	0.01	
3	DDT,DDD & DDE	0.01	
4	Fenithrothion	0.01	
5	Heptachlor	0.01	
6	Lindane	0.01	
7	Chlorpyriphos	0.02	
8	Cypermethrin	0.05	
9	Fenthion	0.01	
10	Fenvalerate	0.01	
11	Phorate	0.05	
12	Pirimiphos-methyl	0.05	
13	Endosulfan(sum of alpha,beta isomers and endosulfan sulfate expresses as endosulfan)	0.01	
14	Heptachlor Epoxide	0.01	
15	Diazinon	0.01	
16	Parathion methyl (sum of parathion-methyl and paraoson-methyl and paraoson-methyl expressed as parathion methyl)	0.01	
17	Bifenthrin	0.2	
18	Chlorothalonil	0.07	
19	Deltamethrin	0.05	
20	Dichlorvos	0.01	
21	Etopenprox	0.02	
22	Fenproprathrin	0.1	
23	Triacantanol	0.01	
24	Metiram as CS2	0.05	
25	Mancozeb	0.05	
26	Phosphamidon	0.01	
27	Captafol	0.01	
28	Formothion	0.01	
29	Simazine	0.01	

**Requirement of GC amenable pesticides as per EIC-RMP 2019-20 in milk products**

Sr.n.	Name Of compound	MRL (mg/kg) PPM	Limit of Quantification
1	Aldrin and dieldrin	6	1/3rd of Maximum Residue limit
2	Chlordane	2	
3	Endosulfan (Sum of Alpha,beta and Sulfate)	50	
4	Lindane	1	
5	Heptachlor (Sum of heptachlor and epoxide)	4	
6	Methoxychlor	10	
7	Diazinon	10	
8	Fenthion	10	
9	Malathion	20	
10	Parathion-methyl	20	
11	Phosalone	10	

**Managing Director**  
**Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt.**



**SECTION VI- FORM OF TENDER**

Date : \_\_\_\_\_

Ref.No (**BID REFERENCE**)

TO:

Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur

Gentlemen:

Having examined the Conditions of Contract, Technical Specifications and the Drawings included in or referred to in the Bidding Documents including, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver Goods and Services including installation and commissioning as detailed in the price bid, in conformity with technical specifications and drawings (except to the extent of deviation statement furnished in our bid) and the Conditions of Contract as mentioned in or referred to in the said Bidding Document for the sum as may be ascertained in accordance with the Bid Prices and made part of this bid and the said conditions.

Our acceptance to all the conditions of the Bidding Document in this bid form shall persist over any other terms and conditions, if any, given in our bid.

We undertake, if our bid is accepted, to commence and complete delivery of all the goods and Services including installation and commissioning as specified in the Schedule of Quantities of the Bid Document, from the date of receipt of your Purchase Order.

If our bid is accepted we will obtain the bank guarantees as per the conditions of the Contract for the due performance of the Contract.

We agree to abide by this bid for the period of **120 days** from the date fixed for bid opening as per the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your Purchase Order / notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Signature

Duly Authorized to sign bid for and on behalf of

(Name & Address of Bidder) : \_\_\_\_\_  
\_\_\_\_\_

Name of Witness : \_\_\_\_\_

Signature : \_\_\_\_\_ Address : \_\_\_\_\_

**SECTION VII- DEVIATION STATEMENT**

**DEVIATION STATEMENT FORMS**

**TECHNICAL DEVIATION STATEMENT**

**FORM PART-A**

(1) The following are the particulars of deviations from the requirements of the tender specifications:

CLAUSE	DEVIATION	REMARKS (Including justification)
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The technical specifications furnished in the bidding document shall prevail over those of any other document forming a part of our bid, except only to the extent of deviations furnished in this statement.

Dated:

Signature and seal of the  
Manufacturer / Bidder

NOTE:

(1) Where there is no deviation, the statement should be returned duly signed with an endorsement indication "**NO DEVIATIONS**"

**BIDDING TERMS DEVIATION STATEMENT**

**FORM PART-B**

(2) The following are the particulars of deviations from the requirements of the bidding conditions / terms:

CLAUSE	DEVIATION	REMARKS
	(Including justification)	

Dated:

Signature and seal of the  
Manufacturer / Bidder

NOTE:

(1) Where there is no deviation, the statement should be returned duly signed with an endorsement indication "**NO DEVIATIONS**"

**SECTION VIII- ACCEPTABLE FORM OF BANK GUARANTEES**  
**(Form of Bank Guarantee for Performance Security)**

(On the Non-judicial Stamp paper as per the Stamp Act of Local State Govt.)

**Bank Guarantee No.**

**Date:**

This deed of performance guarantee made this \_\_\_\_\_ day of 20\_\_ (Two Thousand \_\_\_\_\_) by \_\_\_\_\_ (Name and address of the Bank) (herein referred to as the Bank) which expression shall unless repugnant to the context and meaning thereof includes its legal representatives, successors and assignees and the \_\_\_\_\_ (hereinafter referred to as the Service Recipient) which expression shall unless repugnant to the context and meaning thereof include its legal representative, successors and assignees.

Whereas, Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur has awarded a Contract and Purchase order bearing No. \_\_\_\_\_ dated \_\_\_\_\_ on M/s. \_\_\_\_\_ (Name and address of the party) (hereinafter referred to as the 'Supplier') for the supply/supply and erection and commissioning of \_\_\_\_\_.

And whereas, the Supplier has agreed to submit a performance guarantee in the form of a Bank guarantee to the Service Recipient as per terms and conditions of the Bidding Documents and the Contract which will be kept valid up to \_\_\_\_\_ calendar months from the date of Bank Guarantee (the period should be till end of warranty period).

In consideration of the Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur, having agreed to award the contract/purchase order on the Supplier, we \_\_\_\_\_ (name of the Bank), do hereby guarantee, undertake, promise and agree to with the Service Recipient, its legal representatives, successors and assignees that the within named \_\_\_\_\_ (name of the Supplier) their legal representatives and assignees will faithfully perform and fulfill everything within the Bidding Document and the Contract/Purchase order on their part to be performed or fulfilled, at the time (time being the essence of the contract) and in the manner therein provided, do all obligations thereunder and we further undertake and guarantee to make payment to the Service Recipient of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being the 10% of the contract value, without any demur in case the Supplier, their legal representatives and assignees do not faithfully perform and fulfill everything within the Bidding Document and the Contract/Purchase order on their part to be performed or fulfilled, at the time and in the manner therein provided and do not willfully and promptly do all obligations thereunder.

In case, the Supplier fails to perform or fulfill the Contract/ Purchase Order as per the terms and conditions agreed upon, the Service Recipient is entitled to demand an amount equal to Rs. \_\_\_\_\_ being the 10% of the contract value from the Supplier and the demand made by the Service Recipient itself will be conclusive evidence and proof that the Supplier has failed to perform or fulfill his obligations and neither the Supplier nor the Bank will be entitled to raise any dispute regarding the reasons for the failure of performance or fulfillment, on any ground.

We, \_\_\_\_\_ (name of the Bank), do hereby undertake to pay an amount equal to Rs. \_\_\_\_\_ being the 10% of the order value, being the amount due and payable under this guarantee without any demur, merely on a demand from the Service Recipient which has to be served on us before the expiry date of Bank Guarantee i.e., \_\_\_\_\_ stating that the amount claimed is due by way of non-performance of the contractual obligations as aforesaid by the Supplier or by reason of the Supplier's failure to perform the said contractual commitments/Purchase Order, any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being the amount equal to 10% of the total order value.

We, \_\_\_\_\_ (name of the Bank), further, agree that the performance guarantee herein contained shall remain in full force and effect for a period of \_\_\_\_\_ calendar months from the date of Bank guarantee (the period should be till end of warranty period) and till the Service Recipient certifies that the terms and conditions of the said contract/purchase order have been fully and properly carried out by the said Supplier and accordingly discharge the guarantee, unless a demand or claim under this guarantee is made on us in writing by the Service Recipient on or before \_\_\_\_\_, we shall be discharged from all liabilities under this performance guarantee thereafter

We, \_\_\_\_\_ (name of the Bank), further agree with the Service Recipient that the Service Recipient shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document and the Contract/Purchase order or to extend the time of performance by the said Supplier from time to time or postpone for any time or from time to time and any of the power exercisable by the Service Recipient against the Supplier and to forebear or enforce any of the terms and conditions relating to the said Bidding Document and the Contract/Purchase Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Supplier, or for any forbearance, act or omission on the part of the Service Recipient to the said Supplier by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the Service Recipient may have or hereafter possess in respect of the goods supplied/executed or intended to be supplied/executed and the Service Recipient shall be under no obligation to marshal in favour of the Bank any such securities or funds or asset that the Service Recipient may be entitled to receive or have a claim upon and the Service Recipient at its absolute discretion may vary, exchange, renew, modify or refuse to complete to enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the Service Recipient on serving us with a notice before expiry of bank guarantee, requiring the payment of the amount and such notice shall be deemed to have been served on the Bank either by actual delivery thereof to the Bank or by despatch thereof to the Bank by Registered Post / Speed Post at the address of the Bank.

In order to give full effect to the provisions of this guarantee the Bank hereby waives all rights inconsistent with the above provisions and which the Bank might otherwise as a guarantor be entitled to claim and enforce.

We, \_\_\_\_\_ (the name of Bank) , undertake to renew the Bank Guarantee provided the request for renewal is made by the supplier before the expiry of Bank Guarantee.

We, \_\_\_\_\_ (the name of Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Service Recipient in writing and the guarantee shall be a continuous and irrevocable guarantee up to a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

Notwithstanding anything stated hereinbefore: (i) our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (ii) the guarantee shall remain in force till \_\_\_\_\_ 20 \_\_\_\_ and (iii) The Bank is liable to pay the guarantee amount or any part thereof under this bank guarantee only if the Service Recipient serves upon the Bank a written claim or demand on or before \_\_\_\_\_.

\_\_\_\_\_  
(SIGNATURE)

Place: SEAL

Date: \_\_\_\_\_  
CODE NO.

**NOTE:**

- 1) THE SUPPLIER SHOULD ENSURE THAT SEAL AND CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF THE BANK GUARANTEES.
- 2) THE VALUE OF STAMP DUTY SHOULD BE AS PER THE LATEST STAMP ACT OF LOCAL STATE GOVERNMENT FROM WHERE THE BANK GUARANTEE ISSUED.
- 3) BANK SHOULD CONFIRM THE BANK GUARANTEE THROUGH “STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS)”,. BANK ACCOUNT DETAILS OF BENEFICIARY ARE AS FOLLOWS:

Beneficiary Name	
Bank Account Number	
IFSC Code	
Beneficiary Bank Name	
Beneficiary Bank Address	

BANK CHARGES, IF ANY, ON THIS ACCOUNT WILL BE BORNE BY THE BENEFICIARY

IF THE ISSUING BANK IS NOT HAVING THE SFMS FACILITY, THE BANK GUARANTEE NEEDS TO BE CONFIRMED BY ITS CONTROLLING OFFICE I.E. ADMINISTRATIVE / REGIONAL / ZONAL OFFICE TO THE FOLLOWING ADDRESS

Beneficiary Name	
Beneficiary Address	

KINDLY NOTE THAT NECESSARY ACTION ON THE BANK GUARANTEE WILL BE TAKEN BY THE CHHATTISGARH RAJYA SAHAKARI DUGDH MAHASANGH MYDT ONLY UPON RECEIPT OF CONFIRMATION IN EITHER ONE OF THE MODE AS PRESCRIBED ABOVE.

**Form of Bank Guarantee for Retention money**

[On the Non-judicial stamp paper of Rs. 100/- minimum OR as per the Stamp Act of Local State Government from where the BG is issued]

**Bank guarantee No.**

**Date:**

This deed of guarantee made on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by \_\_\_\_\_ (Name and address of the Bank) hereinafter referred to as 'the Bank') which expression shall where the context and meaning so requires, include the successors and assignees of the Bank and the Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur(hereinafter referred to as the CGCDF which expression shall unless repugnant to the context and the meaning thereof include its legal representatives, successors and assignees.

WHEREAS the Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur has placed its Contract/ purchase Order bearing No.----- dated ----- on (name and address of the party) (hereinafter called 'the Contractor/ Supplier') for the construction/ supply/ supply & installation of ----- .

AND WHEREAS the Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur has agreed to pay to the Contractor/ Supplier the retention amount of Rs. ----- ( \_\_\_% of the value of the contract/ Purchase Order) on submission of a Bank Guarantee of equal amount, which will be kept valid up to \_\_\_\_\_ .

In consideration of the Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur having agreed to pay to the Contractor/ Supplier Rs. ----- (Rupees ----- only) being the retention money , we (the Bank), hereby undertake and guarantee to make repayment to the Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur of the said amount without any demur or any part thereof which does not become payable to the Contractor/ Supplier by the Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur in accordance with and subject to the terms and conditions of the said order. The Bank further undertakes not to revoke this guarantee during its currency except with the previous consent of the Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur in writing and this guarantee shall be a continuous and irrevocable guarantee up to a sum of Rs.----- (Rupees ----- only).

The Bank shall not be discharged or released from this guarantee by any arrangement between the Contractor/ Supplier and the Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur with or without the consent of the Bank or any alterations in the obligation of the parties or by any indulgence, forbearance shown by Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur to the Contractor/ Supplier and the same shall not prejudice or restrict remedies against the Bank nor shall the same in any event be a ground of defence by the Bank against the Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur We (name of the bank) do hereby undertake to pay an amount of Rs. ----- being the amount due and payable under this guarantee without any demur, merely on demand from the Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur stating that the amount claimed is due to the Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur. In case the Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur puts forth a demand in writing on the Bank for the payment of the amount in full or in part against this bank guarantee, the Bank shall consider that such demand by itself is a conclusive evidence and proof that the Contractor/ Supplier has failed in complying with the terms and conditions stipulated by the Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur in the contract/ purchase order and payment shall be made to the Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur without raising any dispute regarding the reasons for any such lapse/failure on the part of the Contractor/ Supplier.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur may have or hereinafter possess against the Contractor/ Supplier and the Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur shall be under no obligation to marshal in favour of the Bank any such securities or fund or assets that the Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur may be entitled to receiving or have a claim upon and the Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur at its absolute discretion may vary, exchange, renew, modify or refuse to complete or enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur on serving us with a notice before expiry of Bank Guarantee requiring the payment of the amount and such notice shall be deemed to have been served on the Bank either by actual delivery thereof to the Bank or by despatch thereof to the Bank by registered post / speed post at the address of the Bank.

We, \_\_\_\_\_, undertake to renew the bank guarantee provided the request for renewal is made by the Contractor/ Supplier before the expiry of bank guarantee.

In order to give full effect to the provisions of this guarantee, the Bank hereby waives all rights inconsistent with the above provisions and which the Bank might otherwise as guarantor be entitled to claim and enforce.

NOTWITHSTANDING anything stated hereinbefore (i) our liability under this Guarantee is restricted to Rs.----- (Rupees \_\_\_\_\_ only) (ii) The guarantee shall remain in force till \_\_\_\_\_ 20\_\_ and (iii) The Bank is liable to pay the guarantee amount or any part thereof under this bank guarantee only if the Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur serves upon the Bank a written claim or demand on or before \_\_\_\_\_.

(SIGNATURE)

SEAL

CODE NO.

Place:

Date :

NOTE:

1. CONTRACTOR/ SUPPLIERS SHOULD ENSURE THAT SEAL AND CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF THE BANK GUARANTEES.
2. THE VALUE OF STAMP DUTY SHOULD BE AS PER LATEST STAMP ACT OF LOCAL STATE GOVERNMENT FROM WHERE THE BANK GUARANTEE ISSUED.
3. **Bank should confirm the bank guarantee through “Structured Financial Messaging System (SFMS)”. Bank account details of beneficiary are as follows:**

Beneficiary Name	
Bank Account No.	
IFSC code	
Beneficiary Bank Name	
Beneficiary Bank Address	

*Bank charges, if any, on this account will be borne by the beneficiary*

**If the issuing bank is not having the SFMS facility, the bank guarantee needs to be confirmed by its controlling office i.e. Administrative / Regional / Zonal Office to the following address**

Beneficiary Name	
Beneficiary Address	

**Kindly note that necessary action on the Bank Guarantee will be taken by Chhattisgarh Rajya Sahakari Dugdh Mahasangh Mydt,Raipur only upon receipt of confirmation in either one of the mode as prescribed above.**

**SECTION-IX**  
**FORM-A**

**EMD AND TENDER FORM FEES DETAILS**

(to be filled in and submitted by the tenderer in the Enveople-A)

To,  
**The Managing Director**  
**Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit,**  
**Urla, Durg.- 490025 (CG)**

Dear Sir,

With reference to your tender ref. no..... for.....(item) , we are pleased to submitted the DD as below:-

<b>SN</b>	<b>Description</b>	<b>Amt in Rs</b>	<b>DD No</b>	<b>Date</b>	<b>Name of the Bank</b>
1	Tender Form Fee	Rs.3000.00			
2	EMD	Rs.300000.00			

Place : .....

Signature of the authorized signatory  
with seal of the firm

Date : .....

**SECTION-X**

**FORM-B**

**(to be filled in and submitted along with the offer by the tenderer in the technical bids Envelope-B )**

**I/We hereby furnish particulars of our firm as under :**

- |    |   |  |
|----|---|--|
| 1  | Name of the firm  | M/s. ....                                |
| 2  | Address of the firm   | Office.....<br>Factory.....              |
| 3  | Telephone no/ Mobile No.  | Office..... Factory .....                |
| 4  | Name of proprietor/ partner   | .....                                    |
|    | Contact no. (mobile)  | .....                                    |
| 5  | Registration No. & date,  | .....                                    |
|    | Certificate issuing authority.  | .....                                    |
|    | GST No. with India Govt. certificate  |  |
| 6  | photocopy   | .....                                    |
| 7  | Manufacturing facility with   |  |
|    | available Plant & machinery   | .....<br>.....                           |
| 8  | Customers on current list   | i.....<br>ii.....<br>iii.....<br>iv..... |
| 9  | Are you supplying same  |  |
|    | material to any other cooperative   | .....                                    |
|    | dairies (if yes, give clientele   | .....                                    |
|    | list)   |  |
| 10 | If you propose to diversify to  | .....                                    |
|    | technological advancement, if so  | .....                                    |
|    | what is the nature and expected   | .....                                    |
|    | time  | .....                                    |
| 11 | Whether the firm was black-listed/debarred or penalized by any Central or State govt. |  |
|    | Organization at any time.   | <u><b>/Yes/No/</b></u>                   |
| 12 | If the reply is ' Yes', when &  | .....                                    |
|    | why? Give reasons in detail   | .....                                    |

I/We undertake that the information furnished in this tender document is correct to the best of my/our knowledge and belief.

Date:

Place :

**Seal &Signature of the authorized signatory of the firm**

**SECTION-XI**  
**FORM-C**

(to be filled in and submitted by the tenderer in the Envelope-C )  
(Form for tender rate offer)

To,  
The Managing Director  
Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit,  
Urla, Durg.- 490025 (CG)

Dear Sir,

With reference to your tender ref. no..... for.....(item) , we are pleased to offer our rates as under :

SN	Name of The Work	QTY	HSN Code	Unit Rate	GST %	GST Amt.	Total Amt.
1	Supply and installation of MS/MS with FID	01 Set Complete					
<b>TOTAL(In Rs.)</b>							

Notes :- 1 For more items, a separate sheet in the same format may be enclosed.

2 **The tenderer should quote rates FOR Destination only-as per work order**

3 All corrections should be initialed.

Place : .....

Signature of the authorized signatory  
with seal of the firm

Date : .....

## SECTION-XII

### PRE CONTRACT INTEGRITY PACT

#### 1. GENERAL

This pre-bid contract Agreement (herein after called the integrity pact) is made on..... day of the month .....20....., 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) and the First party, proposes to procure ..... (name of Work) and M/s ..... represented by Shri ..... (here in after called the "BIDDER/Seller", which expression shall mean and include, unless the context otherwise requires, his successors an permitted assigns) and the second party, is willing to offer/has offered.

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 of 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 Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the 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 intentions.

**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) .....
- .....
- 2) .....

- 1).....
- .....
- 2) .....