छत्तीसगढ़ राज्य सहकारी दुग्ध महासंघ मर्यादित

ग्राम—उरला, पो — बी०एम०वाय० चरोदा,जिला—दुर्ग, छ०ग० कमांक / २०९५ /छगदुमस /क्रय / २०२१ दिनांक— २१.१०.२०२१

।। ए.एम.सी.यू. प्रदाय एवं स्थापना कार्य हेतु निविदा सूचना ।।

दुग्ध महासंघ द्वारा एन.पी.डी.डी.—III, योजनान्तर्गत प्रस्तावित 36 सेट ए.एम.सी.यू. मषीन प्रदाय एवं स्थापना कार्य हेतु हेतु निविदा आमंत्रित की जाती है, जिसकी निविदा जमा करनें की अंतिम तिथि—25.11.2021 निर्धारित है, जिसका विस्तृत विवरण दुग्ध महासंघ की वेबसाइट:— www.cgcoopdairyfed.in पर उपलब्ध है।

प्रबंध संचालक

CHHATTISHGARH RAJYA SAHAKARI DUGDH MAHASANGH MARYADIT

(ISO 22000:2005 Certified)

Email: raipurdugdhsangh@gmail.com Website: www.cgcoopdairyfed.in

CGCDF/PUR/NPDD-III/2095 Date: -21-10-2021

Tender Notice for Supply and Installation of AMCU

Sealed Tenders are invited from reputed manufacture/dealer for supply and installation of Automatic Milk Collection Unit for 36 set, details are under:-

No	Name of the Item	Qty	EMD	Period for Work
				Completion
1	Supply and installation of Automatic Milk	36Set	Rs. 130000.00	90 Days from the
	Collection Unit	Complete		date of Work
				Order.

- EMD in the form of DD in favor of CHHATTISHGARH RAJYA SAHAKARI DUGDH MAHASANGH MARYADIT payable at Raipur to be submitted along with Tender form.
- Cost of tender form will be Rs. 3000/-
- Tender form can be downloaded from our official website: www.cgcoopdairyfed.in
- A separate DD of Rs. 3000/- in favor of CHHATTISHGARH RAJYA SAHAKARI DUGDH MAHASANGH MARYADIT payable at Raipur shall have to be submitted along with EMD/ tender form.
- Last date for received of tender is-25-11-2021 up to 02.00 PM and will open on same date at 03.00 PM. Managing Director reserves the right to accept/reject any or all tenders or its part without assigning any reason thereof.

<u>Place of opening of Tender:- Office of CGCDF-Main Dairy Plant, Admin Building at Meeting Hall.</u> Address: - Managing Director -CGCDF- Plant- Urla, BMY CHARODA, Distt- Durg CG.

MANAGING DIRECTOR

Head office & Postal Address.

CHHATTISHGARH RAJYA SAHAKARI DUGDH MAHASANGH MARYADIT URLA-BMY, CHARODA, DIST:-DURG-490025.

CHHATTISHGARH RAJYA SAHAKARI DUGDH MAHASANGH MARYADIT

(ISO 22000:2005 Certified)

Email: raipurdugdhsangh@gmail.com Website: www.cgcoopdairyfed.in

CGCDF/PUR/NPDD-III/2095 Date: -21-10-2021

INDEX

Description	Page no
Publication Notice	01
Details Tender Notice	02
Index	03
Bid Time and Schedule	04
General Terms and conditions – Schedule -I	05 -10
Specification of Required Items- Schedule -II	11-18
Form –A-Bidder Profile- Schedule -III	19
Form -B- Bid Offer Format- Schedule -III	20
Pre Integrity Pact	21-25

CHHATTISHGARH RAJYA SAHAKARI DUGDH MAHASANGH MARYADIT

(ISO 22000:2005 Certified)

Email: raipurdugdhsangh@gmail.com Website: www.cgcoopdairyfed.in

CGCDF/PUR/NPDD-III/2095 Date: -21-10-2021

BID TIME AND SCHEDULE

Sr. No.	CGCDF Stage	Tenderer stage	Start Date & Time	Last Date & Time
1	Tender Preparation And	-	22-10.2021 at 11.00	-
	release of NIT		PM to	
2		Last date for received of	-	25.11.2021 up to 02.00
		Documents with Tender form		PM.
		fees and EMD at CGCDF, only		
		through Registered/Speed post.		
3	Opening date of the	-	-	25.11.2021 at 03.00 PM.
	tender.			

Managing Director

SCHEDULE - I

General Terms & Conditions for tender submission & supply and installation Tender Ref.: CGCDF/PUR/NPDD-III/2095 Date: -21-10-2021

Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit, Urla, Durg (CGCDF), an ISO certified cooperative organization, invites Sealed Tenders are invited from reputed manufacture/dealer for supply and installation of Automatic Milk Collection Unit –As per technical Specification given in the schedule-II.

Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit, Urla, Durg reserves the right to accept or reject any or all tenders, which in their opinion justify such actions, without further explanation to the tenderers.

1.0 Scope of supply:-

The bidder shall have to supply and installation of Automatic Milk Collection Unit –As per technical Specification given in the schedule-II.

2.0 Required qualification of the bidder:-

The bidder must have:-

- 1. Registration for GST
- 2. Valid & active PAN issued by I.T. Department.
- 3. I.T. return for the last 02 assessment years(2018-19 & 2019-20)
- 4. Bidder turnover of more than 50 lakhs in at least 2 financial years out of last 5 i.e.16-17, 17-18, 18-19, 19-20 and 20-21 are eligible-Copy to be submitted by bidder.
- 5. Pre Integrity Pact

The bidder must attach the documentary proof for all the above criteria.

3.0 <u>DECLARATION</u>:

3.1 The tender submission by the tenderer itself implies that he/she has read all the instructions, terms and conditions laid down in the tender and has completely made himself / herself aware of scope, quality & technical specifications of the machine / equipment to supplied and, have fully satisfied himself / herself with all related bindings that were expected from him / her through conscious participation.

4.0 Tender Submission :-

- 4.1 The tender should be sent by Registered/ Speed post only. Bids received through courier service/by hand / any other means shall not be considered, so as to reach the Managing Director, Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit, PO BMY Charoda, Urla, Durg -490025 (CG) on or before the scheduled time and date. Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit, Urla, Durg, shall not be responsible for any postal delay.
- 4.2 Individuals signing on the tender and other related documents must specify in which capacity of the firm he/she has signed the documents.
- 4.3 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 Automatic Milk Collection Unit.

- 4.4 The tenderer(s) should clearly state in their offer the address, telephone, fax, e-mail, & GST No. Any change in the address should immediately be communicated to the Managing Director, Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit, Urla, Durg, and correspondence thereafter will be made at the changed address.
- 4.5 Negligence on the part of tenderer in filling the tender form offers him/her no right to withdraw tender after it has been opened.
- 4.6 The acceptance of the tender and award of the purchase order will be the sole right of the Managing Director, Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit, Urla, Durg,. who does not bind him self to accept a tender in whole or in part or reject any or all the tenders received without assigning any reasons and no explanation can be demanded for the cause of rejection of the tender by any tenderer.

- 4.7 The tenderers should send their offers along with the specifications, necessary drawing (if required) which will form the basis of their offer and is an integral part thereof.
- 4.8 The tenderers should submit the tender in the enclosed rate form -B only in schedule-III The conditional tenders are liable to be rejected.
- 4.9 No person or firm is permitted to submit more than one tender under different names.
- **4.10** Each page of the tender and its enclosure should be signed at the bottom by the tenderer.
- **4.11** The tenderer shall not sublet the contract or assign to any other party or parties, the whole or any portion of the contract.
- 4.12 Demonstration of equipment, machine or article available with the firm shall be arranged by the tenderer at his own cost, whenever requested by Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit, Urla, Durg,
- 4.13 Manufacturers will be given preference. Copy of license is to be attached with tender for each item filled in, wholesalers dealing with the item will have to attach copy of authorization certificate of the manufacturer.
- 4.14 Tenderer shall fill all the details of the unit in the enclosed form- A in schedule-III.
- 5.0 Those tenderer offering rates shall submit the details for its features.
- 6.0 Tender Fees:-

Cost of tender form will be Rs.3000/- is required to be paid by Demand Draft in favor of CHHATTISHGARH RAJYA SAHAKARI DUGDH MAHASANGH MARYADIT payable at Raipur separately

7.0 EARNEST MONEY DEPOSIT

7.1 All the tenderers are required to deposit Earnest Money as per tender details (Page No-02), in the form of demand draft/bankers ch. in favour of <u>Chhattisgarh Rajva Sahakari Dugdh Mahasangh Maryadit</u>, payable at Raipur. Submissions of earnest money by any other mode shall not be acceptable and the related tender shall not be eligible for consideration.

Any tender which is not accompanied by Earnest Money deposit are liable to be rejected.

Earnest money deposit of unsuccessful tenderers will be returned within 30 days from the date of opening of the tender. The earnest money deposit of the successful tenderers will be released on completion of supply/work as the case may be within the stipulated period.

- 7.2 No interest will be paid on the earnest money for the period during which (the EMD) lies in deposit with Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit, Urla, Durg,
- 7.3 Demand Draft towards earnest money. should be submitted enclosed along with the tender offer in sealed cover.

8.0 PRICES

- 8.1 Rate should be quoted for the supply and installation of AMCU as per the specifications given in the schedule II of the tender document.
- 8.2 In case of any doubt as to the meaning of any of the terms & conditions or the specifications, the tendering firm may set forth the particulars there of and submit them to the Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit, Urla, Durg,, in writing that such doubts may be removed before submitting the tender.
- **8.3** The rates be quoted in figures and preferably no cuttings/overwriting in rates should be there in tender.
- **8.4** Prices offered by the tenderers should be firm and free from all escalations and shall be valid at least for a period of 90 days from the date of approval of rates.

- 9.0 The tenderer should quote rate on FOR Destination as mentioned on Work Order)basis

 (Including all expenses- Freight/ Loading/Unloading at site etc). List of 36 DCS where AMCU will be installed provided along with Work Order.
- 9.1 The tender should clearly specify whether rates quoted are inclusive <u>or</u> exclusive of <u>GST</u>.
- 9.2 The prices charged for the material supplied under the contract by the supplier firm, in no event shall exceed the lowest price at which the supplier firm sells the material of identical tender description to any other persons/ firms during the period and until the execution of all supply orders placed during contract period.
- **9.3** Corrections, if any, in the tender should be noted over and signed at the places of each correction made.

10.0 MODE OF DESPATCH

- The material to be supplied by successful firm, shall be dispatched to the dairy under prior intimation. Depending upon the type of material, the supplier shall have to carry out proper packing/crating to avoid damage during transit. Payment will not be made for damaged goods.
- Warferage/Demurrage etc. on account of incorrect or delayed dispatch of material/documents shall be the responsibility of supplier and shall be recovered from the bills.

11.0 LIQUIDATED DAMAGES;

Once firm delivery date(s) are fixed, they shall be strictly adhered to. In case they are not followed, Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit, Urla, Durg, reserves the right either to cancel the order and make alternative purchases at the risk and expenses of the defaulting supplier or to charge liquidated damages from him/her at the rate of 2% of the value of goods not so delivered for each month's delay or part thereof. In case of delay the penalties would be deducted as under:

Duration of delay(For supply and installation)	Penalty
Upto 90 days	NIL

Between 91 to 120 days

05% of the total cost of Purchase Order.

Beyond 120 days

10% of the total cost of Purchase Order.

11.2 If the tenderer fails to make supply as per purchase order without any valid reason, the order would be treated as cancelled and the firm may be blacklisted for future dealings and EMD also would be forfeited.

12.0 INSURANCE

Insurance is to be arranged by the tenderer.

12.0 INSPECTION

All the materials supplies are subject to inspection at our stores before acceptance. If goods are rejected due to defective or wrong supply, the report of our authorized official in this respect shall be FINAL and no correspondence on the subject would be entertained. The rejected goods should be removed from our premises by the tenderer within 15 days after receipt of our inspection report, failing which the same shall be returned to the supplier at his risk and expenses or disposed off in auction and the proceeds, if any, less expenses would be credited to tenderer's account.

14.0 **Bidding Process**

- 14.1 The EMD, technical (Bidder Qualification) & financial bids are to be submitted in three separate sealed envelopes namely A, B, & C.
- The three envelops than have to be put inside a bigger sealed envelope D, super scribing "Envelop D bid for supply and installation of AMCU with tender ref no CGCDF/PUR/NPDD-III/2095, Date: -21-10-2021 & category,..... before-25.11.2021(up to 02.00PM).

These envelops will contain the document on follows.

- Envelop (A) EMD & Tender Fee
- **a.** EMD as per tender details (Page No-02) in the form of D.D. in favor of Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit, payable at Raipur.
- **b.** Tender cost Rs.3000/- In the from & D.D. in favor of Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit, payable at Raipur.
- c. This envelope 'A' will be super-scribed as "Envelop 'A' EMD & Tender Fee for <u>Supply and Installation of(Name of the Item)</u> also indicate the total no. of pages inside the <u>envelop.</u>
- Envelop 'B' Technical bids(Bidder Qualification)

This envelop must contain the following -

- a. A filled up sheet of as per cheque and self attested copies of all the document as per point no-2.0.
- b. This envelope "B" will be super scribed as envelop 'B' technical bid for <u>Supply and Installation of(Name of the item)</u> and the total number of pages inside this envelop shall also be indicated.

Envelop 'C' financial bid

- **a.** The rate quoted in the prescribed format form 'B'.
- b. The envelop 'C' will be super scriber as "Envelop" 'C' financial bid for <u>Supply and Installation of(Name of the item).</u>
- **c.** This should also indicate the total no. of pages inside the envelop.

15.0 Bid opening form

- The bid will be opened on **25.11.2021** 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

16.0 Agreement

- The successful bidder will have sing an agreement.
- Integrity pact- the tenderer should sign the enclosed Integrity Pact with the tender document.

17.0 PAYMENTS

- 17.1 70% payment shall be released on safe receipt of required all items at site.
 - The balance 20% payment shall be released only after completion and successful trial run of machine/ equipment with certified by I/c officer.
 - 10% payment will be released after 01 Year from the date of Certification of completion and successful trial run.

18.0 Warranty:- All the Supplied items shall be warranted as per specification given in the schedule -II

19.0 TERMINATION OF CONTRACT

If any act of commission or ommission of a unit under contract brings Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit, Urla, Durg, to dispute, then Managing Director, Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit, Urla, Durg,shall be competent to cancel the agreement and debar/blacklist the unit from further business.

20.0 CONSEQUENCES OF BREACH OF AGREEMENT

If any firm under the contract commits breach of any of the conditions, the Managing Director, Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit, Urla, Durg,to cancel the contract and to purchase material from any other alternate sources on the risk and cost of the defaulting unit.

21.0 DISPUTE ARBITRATION & FINAL AUTHORITY

- 21.1 It should be clearly understood that in the event of a successful tenderer failing to accept and execute the supply order, then decision of the Manging Director, Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit, Urla, Durg,-490025 (CG), in this respect will be final and binding on the successful tenderer.
- 21.2 For all matters of dispute, the decision of the Managing Director, Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit, Urla, Durg,or a nominee appointed by him under Arbitration and Conciliation Act. 1996 shall be final and binding on all the concerned.
- 21.3 For all disputes, the venue for legal court shall be at Raipur.
- 21.4 No correspondence will be entertained regarding tender after submission of tender document.

Sd/-

Managing Director
Chhattisgarh Rajya Sahakari Dugdh
Mahasangh Maryadit, Urla, Durg,

Signature of tenderer

Introduction

Objective of CGCGF is to collect milk from rural Dairy farmers located remotely at appropriate rates and provide good quality milk to the consumers at reasonable rates. Currently CGCDF procures about 82000 litres per day from around 900 Societies that is chilled in 70 chilling centres functioning across 27 districts. Approx 20-30 milk producers per society are contributing to the overall procurement volume. Currently all data are recorded manually which are prone to errors and considering the remoteness of the societies the data is not received on real time.

CGCDF vision and mission is to bring about growth and rejuvenation in Dairy industry, increase the Dairy productivity and so rural employment, increase the income of dairy farmers, bring sustainability in dairy industry, create adequate marketing infrastructure for providing quality milk to the consumers. Achieving this is not possible without adoption of innovative technology as can be inferred below

- 1. Interested eligible Bidders may obtain further information from the office of CGCDF
- 2. The bid shall be submitted in three cover system consisting price bid. The price bid of those who qualify in the technical bid only will be opened.
- 3. Detailed terms and conditions, scope of work etc shall be as indicated in this bidding document.

A. TECHNICAL SPECIFICATIONS OF AUTOMATIC MILK COLLECTION UNIT (AMCU)

1. Functional Requirements:

i. The Unit should be suitable for instant weighing of milk, measuring fat & SNF content, calculating the amount payable to the member based on fat and/or fat & SNF weight, printing the amount calculated thereof with member identification details. The Unit shall also be used for maintaining the main records of the collectioncentre together with the details of milk business transactions of the village co-operative society /MCC.

ii. The Unit should be able to measure milk component contents viz.fat from 0.5 % to 12% & SNF from 6% to 12% and able to weighmilk up to 200 kg per batch at a time. This should process

approximately 70 samples of milk per hour.

2. Design & Other Requirements:

The AMCU specs detailed below are minimum required specification.

The vendor has to provide for all the components/ tools/ software required for meeting operational & functional requirement. Bidder scan offer better & higher version specs if available with them which could be considered, but without any extra weight age.

3. Operating Environment:

All the components of the AMCU should be rugged and must operate in dusty, hot and humid village environment where power outages and supply fluctuations are frequent. The operators may not be skilled persons and not conversant in using electronic equipment:

• Power supply: 160 to 260+10 % V (AC); 50 Hz + 3% / 12 V (DC)

· Ambient Temperature: 5 - 50° C

• Relative Humidity: 50 % to 95 %

4. Operational provisions:

i. Installation and Commissioning: All the components of the AMCU should be assembled, configured, commissioned and demonstrated for the purpose of smooth milk collection by the supplier to the satisfaction of the user. The bidder should install and provide all the inputs/materials for the proper earthing as per local Electricity Board Regulations.

- ii. Warranty: All the components included in the AMCU shall bewarranted for 3 year comprehensive warranty except Burnt &broken items are not covered. Supplier to ensure the installation and commissioning of proper earthing before start of actual operation of AMCU.
- iii. Annual Maintenance Service: As per terms for 2 years is to be included and indicated separately. Placement of a technician at field level per 50 AMCU, for repair and maintenance so that the system is available by next milk collection shift. Burnt & broken items are not covered under AMC.
 - Milk Collection Centre should arrange to send Milk Analyser for servicing at the nearest BMCU Centre / Chilling Centre. In case large area, the Supplier should provide servicing at site.
 - During warranty period of 3 years and Annual Maintenance Service period of 2 years, the posting of the technician will be as under:
 AMCU installed (nos.) <= 25 to be attended within 24 hours</p>

 AMCU installed (nos.) > 25 and up to 50 posting of one technician Thereafter one technician per addition of 50 AMCU.

- i. Training Comprehensive training for 2 days in class room & Hands-on training for 4 shifts of milk collection on all operational aspects of the milk analyser and other AMCU components to DCS/MCC staff at Village level and other officers of the PI Between 1st & 2nd month of installation refresher training in group shall be imparted at a nodal location.
- ii. Operational & Cleaning SOPs (including leaflet on troubleshooting) Provide laminated wall chart indicating important steps involved in operation & cleaning of the Milk Analyzer for displaying in DCS.
- iii. The optional specification item, Earthing is an optional and price for the same should be mentioned separately. The price shall be added for evaluation of the bid if the same is required by the PIs. (Supplier needs to quote the price as optional item).

iv.

Particulars	Specification
Basic operations at society	All operations are manual or semi-automated at society level. No regular power supply is available and fluctuation in power supply is very high. Clean and dust free environment cannot be guaranteed. The operators may not be IT savvy. Major Activities at Society • Purchase of Milk • Payments to producers for milk poured government subsidies, incentives for quality etc • Purchase of Cattle Feed • Purchase of Ghee • Other Purchases • Expenditure for Services • Other Expenditures • Local Sale of Milk • Supply/Sale of Milk to the Union • Sale of Cattle Feed • Sale of Ghee • Support for AH, AI etc • Income from Services • Other Income
	Basic operations at

		Page No- 13
Sr. No	Particulars	Specification
2.0	AMCU- Functional Requirements	The Unit should be suitable for instant weighing of milk, measuring fat, <i>SNF</i> & water content, calculating the amount payable to the member based on fat, <i>SNF</i> & weight, printing the amount calculated thereof with member identification details. This unit should also be used for maintaining the completerecord of the collection centre as above together with thedetails of all transactions of the producers/MCC. Recommended to incorporate capability for online datatransfer to Milk Union and designated local Banks fortransfer of payments to milk producers in their bank accounts directly.
3.0	Computer Hardware and Software	Models of PC offered should be of Enterprise/Business Class Desktop PC (OEM). Home/SMB Class Desktop PC shall not be accepted.
	Boitware	4 th Generation Intel Core i5-4460, 6 MB Cache, 64 bit, 4 Core
3.1	Processor	Processor with Turbo Boost technology
3.2	Form Factor	Tower Model
3.3	Chipset	Intel Chipset supporting the above processor
3.4	Memory	4 GB DDR3 1333 MHz SDRAM expandable to 8 GB
3.5	Internal Storage	500 GB SATA II Hard Disk Drive
3.6		DVD+/-RW Writer. Integrated Intel HD Craphics supporting 1600v 1200 resolutions
3.8	Graphics Audio	Integrated Intel HD Graphics supporting 1600x 1200 resolutions Integrated high definition audio
3.9	Network	10/100/1000 Mbps Gigabit Ethernet
3.10	Display Monitor	18.5" wide screen LCD/LED Backlit TFT Color HD Monitor with 1366x768 native resolutions.
3.11	Input Devices	USB standard Keyboard and USB Optical 2 button Scroll Mouse with Pad
3.12	Ports &	2 Serial Port, 1 Parallel Port, 1 VGA Port, 1 Microphone /
3.13	Connectors USB Ports	Headphone jack, 1 RJ45 Ports. 6 USB 2.0 Ports (Min. two on front and two on rear side).
3.14	PCI Slots	Minimum 2 free PCI Slots.
3.15	Compatibility	Windows 8/Windows 7 / Vista /2008/2012, Linux Compliant.
3.16		Licensed Windows 8.1 Professional 64 bit Preloaded with OS
3.17	Anti Virus	Recovery Media Driver CD. Norton/ Symantec, eTrust, MacAfee, Trend Micro, Quick Heal latest version with three (3) years license
3.18	Warrantee	call should be attended by next business day
	obligation	problem resolved within 24 hours of attending the call.
2.10	0 0 1	within 48 hours in case any part is to be replaced
3.19	Scope of work	Installation and configuration
3.20	Application Software	The purchaser will have the following options about availing the software and the software support services from the supplier. Purchaser has to provide the option at the time of IFB.
		Option 1: Purchaser wishes to avail the software application along with Support from supplier then following conditions
		will apply Supplier to develop and provide Integrated AMCU
		Software for all functions & requirements of Milk collection centre. Supplier to finalise requirements from the PI for all milk collection centres develop/modify a software and install in each AMCU with a testing period of software for 6 months from the date of installation of software and subsequent one time modifications in the software based on feedback/request from PI/Milk Collection centres to be done without extra charges The software should be bi-lingual (English and preferably Regional Language) Data generated from the new system should be compatible with the format in which the data is accepted by the existing system.

		Page No-14
Sr.No.	Particulars	Specification
3.20	Application Software	The software should be user friendly, menu driven, and provide help facility in local language.
		. The data input forms, reports, menus etc. should be in English and at least in one local language.
		The application software, if felt essential by the user, may be modified/upgraded to meet the need of the milk collection centre having Single or Cluster Bulk Milk Cooler installations.
		The software should have provision of connectivity of such milk collection centre with milk collection agency's head office in the future.
		The supplier should also make necessary changes on case-to-case basis, wherever required. The application package should contain legal copy of the database used
		Option 2: Purchaser would provide the software and wishes to avail the software implementation and application Support from supplier then following conditions will apply
		The purchaser would provide the software along with implementation training to the supplier. Any update required in the software would be managed by the purchaser.
		Supplier would implement the software, provide the training to the end users, and undertake data migration (if required).
		Supplier would be responsible for all post implementation support of the software application also. Option 3: Purchaser would provide the software and application support then following conditions will apply
		The purchaser would provide the software and would managed the implementation and support of the application software.
		Supplier would be responsible for all post implementation support of the hardware provided.

		Page No-15	
Sr.No.	Particulars	Specification	
4.0	Dot Matrix Printer		
4.1	Print Method	Impact dot Matrix external printer	
4.2	Pins in head	24 pins	
4.3	Print Direction	Bi-direction parallel interface USB 2.0 (Full speed)	
4.4	Print speed	300 cps high speed draft, LQ and other features	
4.5	Printable column	80 (10 cpi)	
4.6	Paper Handling	Pull tractor unit	
4.7	Paper Path	Manual insertion- front or rear in – top out; Push Tractor- front or rear in-top out, Pull Tractor – front or rear or bottom in and top out	
4.8	MTBF (hrs at 25% duty cycle)	10000 POH (25% Duty)	
4.9	Copy Capability	Original + 3 copies	
4.10	Cartridge	Ribbon cartridge Black, with 2.5 million characters	
4.11	Compatible OS with drivers	MS Windows 8/7/Vista/XP(32 bit/64 bit), Windows Server 2003/2008/2012 (32 bit/64 bit), Mac OS X v 10.3.9,10.4, 10.5,10.6,UNIX, LINUX	
4.12	Accessories	Roll stand	
5.0	Electronic Weigh scale		
5.1	Functional Requirement	To Electronically weigh & digital display of milk quantity in litre in a Container	
5.2	Capacity	200 kg	
5.3	Least Count	20 gm	
5.4	Weight Accuracy	20 gm as per Standards of W & M Rules 1987 medium accuracy Class III	
5.5	Certification & Stamping	Duly certified and stamped by W&M Dept. and confirming to IS :9281(pt 1&2)1979, IS:9281 :1981 and IS:9281(Pt.4) 1983 as amended up-to-date	

		Page No-16
Sr. No	Particulars	Specification
5.6	Display Resolution	1/10,000, (accuracy class III)
5.7	Load Cell	Single, IP 67, grade SS of certified and approved make
5.8		300% to take impact of loading, with audio (beep) visual
5.9	load protection Platform Size	indication 600 mm x 600 mm
5.10	Platform MoC	AISI SS 304,1.6 mm thick,150 grit top plate
0.10	Platform under	riioi oo oo i,iio iiiii tiioii,ioo giit top piate
5.11	frame material / Design	Cold rolled mild steel box of adequate size. Hot dip galvanised after fabrication All screw/bolts/nuts to be of SS
5.12	Indication in display EWS unit	Quantity-7 Segment RED LED ,6 digits, minimum 13 mm height, display for mode of operation- zero, tare , kg/litre, by default KG
5.13	Display Unit mounting	Pole mounted type with sturdy base and SS 304, 38 mm dia. Pipe-1.2 m highSS 304 Body IP 55, Tactile switch keys with feedbackresponse, auto calibration & auto span with drift correction, RS 232 serial port with protocol to meet requirement of IBM compatible.
5.14	Calibration protection & Sealing Arrangement	Special arrangement to house PCB & sealing arrangement. Pass word protection at user end.
5.15	Load cell Cable	Load cell cable from platform to display unit with reinforced heavy duty PVC conduit
5.16	Battery for working on power failure	In built, 6 V capacity minimum for 12 hrs.
5.17	Power Supply	As given above with minimum 1 m power cable with plug top AC/DC
5.18	Model Approval Certificate	Manufacturer to have model approval certificate of regulatory authority/Govt. of India (Weight & Measure Unit)
5.19	Stamping at site	Supplier to arrange stamping of each scale at site from local Weights & Measure Inspector before installation. Supplier should include the cost of stamping in the unit rate AMCU for the 1st year only. Stamping of each weighing scale from 2nd year onwards will be in the scope of PI.
6.0	Milk Analyzer	
6.1	Functional Requirement	To test & display fat, SNF & added water of sample milk
6.2	Туре	Ultrasonic principle based milk analyser for testing fat, SNF & added water Measuring parameters: 1) Fat – 0.5% to 12%, with accuracy +/- 0.1%, with Resolution: 0.01% and Repeatability: +/-0.05% 2) SNF – 6% to 12%, with accuracy +/- 0.2, with Resolution: 0.01% and Repeatability: +/-0.05% 3) Added water – 0% to 60%, with accuracy +/-5% with Resolution: 1% and Repeatability 0.5% Measuring cycle-40 Sec per sample Average testing speed - 70 samples/ hr
6.3	Operational abilities	Mode selection for type of milk – (1) Cow, Buffalo, Mixed / Single Curve with Cleaning, Calibration, System error list etc.
6.4	MoC for enclosure	AISI 304 0.75 mm thick minimum
6.5	Loose Accessories	Holding bottom tray for spillage- 1 No. RS 232 Serial Cable- 1 No. A C Power cable with plug top- 1 No. Measuring mugs-2 No Daily cleaning solution – No. of Bottle 3 (Quantity minimum 200 ml or equivalent). Weekly cleaning solution - No. of Bottle 2 (Quantity minimum 200 ml or equivalent) or Monthly cleaning solution - No. of
		Bottle 1 (Quantity minimum 200 ml or equivalent)
6.6	Manual	Operating Manual each in English & Local language per AMCII supply

		Page No-17	
Sr. No	Particulars	Specification	
7.0	TT14		
7.0	Ultrasonic Milk S Functional	To remove air from fresh milk sample by vibrations created in the	
7.1	Requirement	milk before testing of milk.	
7.2	Туре	Table top, Ultrasonic Stirrer	
	Stirrer for	-	
7.3	Ultrasonic Stirrer Ultrasonic	SS Ball type	
7.4	Frequency	20-25 KHz (Variable)	
7.5	Timer	1-99 Sec selectable	
7.6	Environment	Suitable for dusty/humid village environment, operating temperature -5 to 50 Degree C	
7.7	Connecting Cables	Minimum 1.5 m Power cable with plug top.	
7.8	Complete ready to parts, ready for use	Item complete in all respect with required electric/electronic use at site.	
7.9	MoC for body	AISI 304, 1.2 mm thick minimum	
7.10		230 Volts +/- 10, AC, 50 Hz and 12 Volts DC	
8.0	REMOTE DISPLA		
8.1	Functional Requirement	To display pourer members milk collected & milk testing and other selected parameters in English/ Local Language	
8.2	Туре	Wall mounted type	
	-512	i)Member's code-3 to 16 digits; ii)Cattle Type- 1 character,	
8.3	Display	iii)Milk Weight-5 digits; iv) Fat %-4 digits; v) SNF %-4 digits; vi)	
0.5	Parameters -8 No.	Rate in Rs-5 digits; vii) Amount in Rs6 digits generally to meet	
8.4	Interface	the need of the users. RS - 232 / USB Host	
		7 Bright segments, Red LED, 25 mm, 33 No., 11 in each row with	
8.5	Display Type	3 rows (or suitable to meet the requirement)	
8.6	Labels for display	Screen printed	
8.7	Environment	Dusty, Humid, preferably housing to be with IP 55 or equivalent protection, rust proof powder coated metallic.	
	Connecting	Minimum 5 m Power cable with plug top with connector at both	
8.8	Cables	ends	
9.0	UPS		
9.1	Functional Requirement	To give regulated AC power to AMCU from mains or attached battery	
9.2	Туре	Line-Interactive type	
9.3	Capacity	1500 VA minimum	
9.4	Back up time (Full Load)	3-hrs minimum (in one shift)	
	Output Wave	Sine Wave/Quasi Sine wave	
9.5	Form Voltage at input	ome nave/ gader ome wave	
9.6	vonage at input	160-280 V (<u>+</u> 10%)	
9.7	D C Voltage Bus	24 V	
9.8	Voltage at output(With mains as well as with battery) Within built AVR	220V +/- 10%	
9.9	Full protection	Inbuilt protection - Under / Over voltage, Short-circuit, Overload Cut off, Low Battery Cut-off , Spikes cut-off	
9.10	Warning (LED+ Sound)	Low Battery & Overloads	
9.11	Input/ Output Frequency	50Hz +/- 3Hz,No Correction	
	Battery switch over	Battery switch over in 3-10 milli seconds	
9.12	Battery Charging	Preferably to take place even at 130 & 300 V with SMPS charger Boost charging at minimum 7A & Battery overcharge protection	

		Page No- 18	
Sr. No Particulars		Specification	
	Battery No and	2 No 90 AH Tubular, Acid filled, low maintenance battery with	
	Туре	level indicator (Maintenance free Battery desirable)	
	Charging	Battery charging indicator plus low battery/ fault indicator to be	
	Indicator	provided	
	Battery Steel Rack		
	Leads between	Flexible, Cu conductor PVC, Minimum 1 m with lugs at both	
	UPS & Battery	ends.	
	Warranty of Battery	3 years against manufacturing defect.	
9.13	Steel rack for UPS	Required to place UPS above floor	
9.14	No load loss at 24 Volt when UPS is ON	Minimum	
10.0	Earthing - Earth	Electrode (Gel type) (Optional)	
10.1	Technology	Earth Electrode (Gel type) maintenance free earthing. Mineral Filling Compound (MFC), surrounded to earth electrode creates	
		low resistance zone so that output is constant for longer life.	
10.2	Pipe Material	Galvanized Pipe as per IS: 1239	
10.3	Class of Pipe	Class-B	
10.4	Diameter (Outer Dia.)	48 mm	
10.5	Length	2 Meter	
10.6	Wall Thickness	2.5 mm	
10.7	Primary Electrode	Mild Steel Strip	
10.8	Mild Steel Strip	2.12 m long, 32 mm wide and 6 mm thick	
10.9	MS Strip hot dip Galvanized thickness	110 micron	
10.10	Gel Filled	Highly non-corrosive compound	
10.11	Earth wire to connect Electrode with Power supply.		
10.12			
10.13	Civil works	chamber to secure the earthing	
		Earthing: Bidder should install and provide all inputs/material for proper earthing as per IS code/Local Electricity Board Regulation. The scope of work includes excavation for earth pit, construction of chamber, filling with necessary materials and complete with cover. Supplier will test and demonstrate the resistance as per local EB requirement and furnish record as required.	

5. Installation and Commissioning:

All the components of the AMCU including optional item if any should be assembled, configured, commissioned and demonstrated for the purpose of smooth milk collection by the supplier to the satisfaction of the user. The bidder should install and provide all the inputs/materials for proper earthing as per local Electricity Board Regulations

SCHEDULE-III-FORM-A

(to be filled in and submitted along with the offer by the tenderer)

1/ W 6	I/we nereby turnish particulars of our firm as under :					
1	Name of the firm	M/s				
2	Address of the firm	Office				
		Factory				
3	Telephone no/ Mobile No.	OfficeFactory				
4	Name of proprietor/ partner					
	Contact no. (mobile)					
5	Registration No. & date,					
	Certificate issuing authority.					
6	GST No. with India Govt. certificate photocopy					
7	Manufacturing facility with					
	available Plant & machinery					
	aranasis riant a masimisi,					
8	Customers on current list	1				
		i				
		i				
		II				
		V				
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>/Yes/No/</u>				
12	If the reply is 'Yes', when &					
	why? Give reasons in detail					
my/d	I/We undertake that the information furnishour knowledge and belief.	ned in this tender document is correct to the best of				
Dat-						
Date						
Place						
	Saal & Signature of	the authorized signatory of the firm				

Seal & Signature of the authorized signatory of the firm

SCHEDULE-III-FORM-B-I

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

		(Form to	or tender i	rate offer)			
To,							
The	Managing Director						
Chh	attisgarh Rajya Sahak	ari Dugdh M	lahasangh	Maryadit,			
Urla	, Durg 490025 (CG)						
Dea	r Sir,						
With	reference to your tend	ler ref. no		for		(item) , v	we are
pleas	ed to offer our rates a	under :					
					1		
SN	Name of The Work	QTY	HSN	Unit Rate	GST %	GST	Total Amt.
			Code			Amt.	
1	Supply and	36 Set					
	installation of	Complete					
	AMCU-as per						
	Technical						

Specification given in the schedule - II

TOTAL(In Rs.)

EMD vide DD/MR No	Dŧ		Rc	enclo	nsad	
•						
Notes :- 1 For more items,	a separate	sheet in t	he same format n	nay be enclos	sed.	
2 The tenderer	should quo	te rates F	OR Destination o	nly-as per wo	ork order	
3 All corrections	should be	initialed.				
Place:			Signatur	e of the auth	orized signa	atory
				with seal of t	he firm	•
Date:						

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	00	., betwee	en, the	Governi	nent of	Chhatt	tisgarh
acting	through	the Mana	aging Direc	ctor, Chhattisg	garh Rajya	Sahaka	ari Dugdl	n Mah	asangh M	Iaryadit	(Desig	nation
of the	officer.	, Departm	ent) govern	nment of Chh	attisgarh	(hereina	ıfter calle	ed the	"BUYEF	R", whic	h expr	ession
shall	mean an	d include,	unless the	context other	wise requ	ires, his	successo	ors in t	he office	and ass	igns) a	nd the
First 1	party, pro	oposes to p	procure Ste	am Flammable	Coal Grad	le B Size	e 50 mm a	nd abo	ve (Appro	x) witho	ut dust	(name
of	Work) and	l M/s					re	epresente	ed 1	эy	Shri
							(ł	nere	in a	fter c	alled	the
"BID	DER/Se	eller", whi	ich expres	sion shall me	ean and i	nclude,	unless t	he co	ntext oth	erwise 1	equire	es, his
succe	ssors an	permitted	d assigns) a	and the secon	d party, is	s willin	g to offer	/has c	ffered.			

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 biding 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 Contact 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	
	or the complete execution BIDDER/Seller whichever expire after six months fr provisions of this Pact turn	Pact shall be from the date of its signing and extend up to 5 years of the contract to the satisfaction of both the BUYER and the is later. In case BIDDER is unsuccessful, this Integrity Pact shall om the date of the signing of the contract. If one or several out to be invalid; the remainder of this Pact shall remain valid. In the ive to come to an agreement to their original intentions.
14.	The parties hereby sign this integr	ity Pact at on
	BUYER	BIDDER

	BUYER	BIDDER		
	Name of the Officer	Name of the Bidde		
	Designation			
	Department/PSU			
	Witness	Witness		
1)		1)		
))		2)		

