

# छत्तीसगढ़ राज्य सहकारी दुग्ध महासंघ मर्यादित

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

क्रमांक/2310 /छगदुमस/क्रय/2021

दिनांक- 02.11.2021

।। बैक्टीरिया एंड सोमैटिक सेल एनालाईजर मशीन प्रदाय एवं स्थापना कार्य हेतु निविदा सूचना ।।

दुग्ध महासंघ द्वारा एन.पी.डी.डी.-II, योजनान्तर्गत प्रस्तावित 01 नग बैक्टीरिया एंड सोमैटिक सेल एनालाईजर मशीन प्रदाय एवं स्थापना कार्य हेतु निविदा सूचना आमंत्रित की जाती है, जिसकी निविदा जमा करने की अंतिम तिथि-10.12.2021 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 22000:2005 Certified)

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

CGCDF/PUR/NPDD-II/ 2310

Date: 02.11.2021

**Tender Notice for Supply and Installation of Bactria and somatic cell Analyser**

Sealed Tenders are invited from reputed manufacture/dealer for supply and installation of Bactria and somatic cell Analyser for 01 set, details are under:-

No	Name of the Item	Qty	EMD	Period for Work Completion
1	<b>Tender Notice for Supply and Installation of Bactria and somatic cell Analyser</b>	01 Set Complete	Rs. 210000.00	60 Days from the 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](http://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-**10-12-2021** up to **02.00 PM** and will open on same date at **03.00PM**.  
Managing Director reserves the right to accept/reject any or all tenders or its part without assigning any reason thereof.

**Place of opening of Tender:- Office of CGCDF-Main Dairy Plant, Admin Building at Meeting Hall .**

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

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Date: 02.11.2021

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**CHHATTISHGARH RAJYA SAHAKARI DUGDH MAHASANGH MARYADIT**

(ISO 22000:2005 Certified)

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

CGCDF/PUR/NPDD-II/ 2310

Date: 02.11.2021

**BID TIME AND SCHEDULE**

<u>Sr. No.</u>	<u>CGCDF Stage</u>	<u>Tenderer stage</u>	<u>Start Date &amp; Time</u>	<u>Last Date &amp; Time</u>
1	Tender Preparation And release of NIT	-	03-11.2021 at 11.00 PM to	-
2		Last date for received of Documents with Tender form fees and EMD at CGCDF, only through Registered/Speed post.	-	10.12.2021 up to 02.00 PM.
3	Opening date of the tender.	-	-	10.12.2021 at 03.00 PM.

Managing Director

**SCHEDULE - I****General Terms & Conditions for tender submission & supply and installation****Tender Ref.: CGCDF/PUR/NPDD-II/2310****Date: -02-11-2021**

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 supply and installation of Bactria and somatic cell Analyser –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 supply and installation of Bactria and somatic cell Analyser –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 DECLARATION :**

- 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 supply and installation of Bactria and somatic cell Analyser.

- 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 **Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit**, 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 Bactria and somatic cell analyzer 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).**

9.1 The tender should clearly specify whether rates quoted are inclusive or exclusive of GST.

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**

10.1 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.

10.2 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;**

11.1 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 60 days

NIL

Between 61 to 90 days

05% of the total cost of Purchase Order.

Beyond 91 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**

13.1 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.

14.2 The three envelopes than have to be put inside a bigger sealed envelope D, super scribing "Envelop D bid for supply and installation of Bactria and somatic cell analyzer with tender ref no CGCDF/PUR/NPDD-II/2310, Date:-02-11-2021& category,..... before-10.12.2021(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 **Supply and Installation of .....(Name of the Item)** also indicate the total no. of pages inside the envelop.

- **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 **Supply and Installation of .....(Name of the item)** 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 **Supply and Installation of .....(Name of the item).**
- c. This should also indicate the total no. of pages inside the envelop .

15.0 **Bid opening form**

- The bid will be opened on 10.12.2021 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 or as per provided by OEM.



**19.0 TERMINATION OF CONTRACT**

If any act of commission or omission 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 Managing 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*

## **Schedule - II**

### **TECHNICAL SPECIFICATIONS OF BACTRIA AND SOMATIC CELL ANALYZER**

1. The instrument should provide Individual Bacteria Count (IBC) and Somatic Cell Count (SCC) in raw milk of cow and buffalo by using Flow-cytometry as per the approved / recognized method by IDF and ISO.
2. The sample processing module comprising of preparation, incubation, sonication, reagent addition can be located internally in the instrument or external to the analyser.
3. After placing the sample for analysis, all the above operations (at Sr. No. 2) shall be done automatically, without any manual intervention.
4. Instrument should be capable of analysing raw milk samples without dilution or pre-heating.
5. **Speed of Analysis:**
  - a) Should be able to process minimum 14 samples/hour while doing both IBC and SCC measurements.
  - b) Should be able to process minimum 39 samples/hour for only SCC measurements.
  - c) Should be able to process minimum 14 samples/hour for only IBC measurements.
6. Sample intake should be : less than 20 ml
7. sample temperature should be in the range of : 2 - 42°C
8. The instrument should be able to estimate IBC and SCC in a wide measuring range
  - > IBC: 5000 to 10 million IBC/ml or better
  - > SCC: 0 to 10 million cells/ml or better
9. The instrument should provide an accuracy in comparison to standard methods of analysis on the below criteria:
  - > IBC: Typical Sy,  $x \leq 0.3$  log units from SPC / standard methods.
  - > SCC:  $\leq 10\%$  relative mean different from direct microscopic SSC Standard methods.
10. Repeatability:
  - IBC:  $Sr \leq 0.07$  log relative at 10 to 50 IBC /  $\mu$ l
  - $Sr \leq 0.06$  Log relative at 51 to 200 IBC /  $\mu$ l
  - SCC:  $CV \leq 6\%$  at 100000 cells / ml
  - $CV \leq 4\%$  at 300000 cells / ml
  - $CV \leq 3\%$  at 500000 cells / ml
11. The instrument should be supplied with Control Samples and appropriate reagents for analysis.
12. The instrument should have self-cleaning program to minimize carry-over contamination from previous samples.
13. The instrument should have appropriate software for IBC and SCC calculations.
14. Analyser shall be capable of calculating bacteria and somatic cell counts by a single or two (intakes / injections) of sample, preferably with a provision of integrated results of particular sample.

15. IBC and SCC should be performed simultaneously or individually.

16. The instrument should be User friendly, preferably with a provision for indicator for reagent replacement, sample coding, export of results to spreadsheet etc.

17. The instrument should be supplied with software, suitable branded PC with original operating system and suitable printer. There shall be a facility to transfer data from the equipment to PC in a suitable format, which could be transmitted to customer software.

18. Supplier should provide Installation, validation, and also the demonstration of the equipment performance Consumable and Accessories: Equipment should be supplied along with appropriate reagents & consumables for approx. 10000 samples for each IBC and SCC. The requirement of these supplies for samples would be given to bidder on six monthly basis or on mutually agreeable dates. Instrument should be supplied with spares and preventive maintenance kits and accessories for routine operations of 2 years.

19. Training: Basic training on operation/maintenance to be arranged by the bidder after installation. The advance training on these should be conducted as per the request from end user, on mutually agreeable dates. The equipment should also be supplied with user manuals required for installation and training.

20. Warranty: Equipment shall be supplied with minimum a warranty of one year from the date of installation. Bidder should undertake on site preventive maintenance visits - minimum 2 visits during the warranty period apart from the breakdown visits. Warranty would apply to all the accessories supplied by bidder. Warranty extension: If equipment has been down for more than 30 days due to manufacturing defects / faulty spares / want of spares/ workmanship, warranty would be extended.

21. Demonstration and Evaluation :- Customer reserves the right to verify & the performance of equipment at any stage of purchase process. The bidder are requested to arrange all the prerequisite timely for successful demonstration and evaluation.

22. Compliance: The bidders are requested to provide point wise compliance for each point in specification along with documentary evidences. The reference of compliance information in submitted offer shall be clearly specified. The offer with incomplete/untraceable information may not be considered. Any type of unwarranted canvassing for selection of instrument may lead to rejection of the offer.

23. No offering of refurbished/assembled/demo modules: No part of the offered instrument shall be refurbished or used in demonstration purpose. Kindly submit undertaking.

24. The AMC charges for two years shall be quoted after the expiry of warranty period.

25. It is the responsibility of vendor to supply a complete solution / unit for the analysis.

26. Vendor should be able to supply all the spares / consumable required for repair at least 8 - 10 years after installation.

27. The vendor should have few installations in major dairies/laboratories of the country and has demonstrated satisfactory performance of the equipment to the concerned stakeholders.

**SCHEDULE-III-FORM-A**

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

**I/We hereby furnish 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. Office.....Factory .....

**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 .....

**8** Customers on current list  
i.....  
ii.....  
iii.....  
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. **/Yes/No/**

**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**

**SCHEDULE-III-FORM-B-I**

(to be filled in and submitted by the tenderer )  
(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 Bactria and somatic cell analyzer-as per Technical Specification given in the schedule - II	01 Set Complete					
<b>TOTAL(In Rs.)</b>							

EMD vide DD/MR No.....Dt..... Rs. .... enclosed.

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 : .....

## 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 Steam Flammable Coal Grade B Size 50 mm and above (Approx) without dust (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

Name of the Bidder

Designation

Department/PSU

**Witness**

**Witness**

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

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

