

# छत्तीसगढ़ राज्य सहकारी दुग्ध महासंघ मर्यादित

ग्राम-उरला, पो - बी0एम0वाय0 चरोदा,जिला-दुर्ग, छ0ग0  
 क्रमांक / 3488 / छ.ग.दु.म.स / PREPACK / क्रय-यांत्रिकी / 2026, दिनांक: 08.01.2026

।। पैकिंग मशीनों के संचालन, रखरखाव एवं सुधार कार्य हेतु निविदा सूचना ।।

दुग्ध महासंघ के द्वारा विभिन्न डेयरी संयंत्रों में स्थापित दूध, दही एवं मठा पैकिंग मशीनों की संचालन, सुधार कार्य, रखरखाव एवं अन्य आवश्यक सामग्री प्रदाय कार्य हेतु निविदा आमंत्रित की जाती है। निविदा जमा करने की अंतिम तिथि-30.01.2026, दोपहर-02.00 बजे निर्धारित है। इच्छुक निविदाकार दुग्ध महासंघ की वेबसाइट:-[www.cgcoopdairyfed.in](http://www.cgcoopdairyfed.in) पर निविदा प्रपत्र, शर्तें एवं अन्य विवरण प्राप्त कर सकते हैं।

प्रबंध संचालक  
 छ.ग. राज्य सहकारी दुग्ध महासंघ  
 मर्यादित

**TheHitavada**

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## छत्तीसगढ़ राज्य सहकारी दुग्ध महासंघ मर्यादित

ग्राम-उरला, पो-बी.एम.वाय. चरोदा, जिला-दुर्ग (छ.ग.)

क्रमांक/3488/छ.ग.दु.म.स./PREPACK/क्रय-यांत्रिकी/2026

दिनांक : 08/01/2026

पैकिंग मशीनों के संचालन, रखरखाव एवं सुधार कार्य हेतु निविदा सूचना

दुग्ध महासंघ के द्वारा विभिन्न डेयरी संयंत्रों में स्थापित दूध, दही एवं मठा पैकिंग मशीनों की संचालन, सुधार कार्य, रखरखाव एवं अन्य आवश्यक सामग्री प्रदाय कार्य हेतु निविदा आमंत्रित की जाती है। निविदा जमा करने की अंतिम तिथि- 30.01.2026, दोपहर-02.00 बजे निर्धारित है। इच्छुक निविदाकार दुग्ध महासंघ की वेबसाइट :-  
[www.cgcoopdairyfed.in](http://www.cgcoopdairyfed.in) पर निविदा प्रपत्र, शर्तें एवं अन्य विवरण प्राप्त कर सकते हैं।

प्रबंध संचालक

छ.ग. राज्य सहकारी दुग्ध महासंघ मर्यादित

**CHHATTISGARH RAJYA SAHAKARI DUGDH MAHASANGH MARYADIT**  
(ISO 22000:2018 Certified)

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

CGCDF/PUR-ENGG/PREPACK/ 3488

Date: 08.01.2026

**Tender Inviting Notice**

Sealed tenders are invited for

1. Operation and Maintenance of Pouch Filling machine with supply of consumables needed.
2. Operation and Maintenance of Pouch Filling machine with deployment of manpower for lifting of packets and stacking in cold stores.

Details are as under:-

S. no.	Name of item	QTY	Amount EMD(Rs.)
1	Operation and maintenance of "MILK, GIFT MILK, BUTTER MILK & CURD POUCH FILLING MACHINES WITH CODING/PRINTING".	As per Requirement mentioned in the schedule- IV	Rs. 40000/-

Cost of tender form Rs.1000.00/- and EMD of Rs. 40,000 should be submitted through NEFT/RTGS to bank account as per below mentioned details.

**Bank Details: Bank Name: State Bank of India****Account No. : 10822704894****IFSC Code: SBIN0000461****Branch: Main Branch Raipur**

**Note: Tenderers will have to send email containing UTR/Transaction receipt for tender fee & EMD to email ID [purhcase@devbhog.org](mailto:purhcase@devbhog.org) before due date & time of tender submission.**

The detailed tender may be download from website: [www.cgcoopdairyfed.in](http://www.cgcoopdairyfed.in)

**Address: - Managing Director -CGCDF- Plant- Urla, BMY CHARODA, Distt- Durg CG-490025.**

**MANAGING DIRECTOR**

**Head office & Postal Address.**

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

**CHHATTISGARH RAJYA SAHAKARI DUGDH MAHASANGH MARYADIT**

(ISO 22000:2018 Certified)

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

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

CGCDF/PUR-ENGG/PREPACK/ 3488

Date: 08.01.2026

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**CHHATTISGARH RAJYA SAHAKARI DUGDH MAHASANGH MARYADIT**

(ISO 22000:2018 Certified)

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

CGCDF/PUR-ENGG/PREPACK/ 3488

Date: 08.01.2026

**BID TIME AND SCHEDULE**

Sr. No.	CGCDF Stage	Tenderer stage	Start Date & Time	Last Date & Time
1	Tender publication in newspaper	Process	08-01-2026	-
2	-	Tender Form to be downloaded from web site <a href="http://www.cgcoopdairyfed.in">www.cgcoopdairyfed.in</a>	09-01-2026 From 11.00 AM	Till such time/ date such that the tender is received before the scheduled date and time.
3		Last date and Time for receipt of Documents with Tender form fees and EMD at Raipur CG office of CGCDF through Registered/Speed post/Courier.	-	30-01-2026 up to 02.00 PM.
4	Opening of Tender	-	-	30-01-2026 at 03.00 PM.
5	Venue for Opening of Tender	<b>CHHATTISGARH RAJYA SAHAKARI DUGDH MAHASANGH MARYADIT DAIRY PLANT URLA B.M.Y. CHARODA DIST. DURG (C.G.) 490025</b>		

**NOTE.:-** CHHATTISGARH RAJYA SAHAKARI DUGDH MAHASANGH MARYADIT DAIRY PLANT URLA B.M.Y. CHARODA DIST. DURG (C.G.) 490025 is situated on Great Eastern Highway about 18 KM away from Raipur the capital city of CHHATTISGARH towards Durg Chhattisgarh, with half K.M. diversion.

**Managing Director**

**SCHEDULE-I**  
**General Terms & Conditions**

Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit, Durg an ISO 22000:2005 certified Cooperative organization invites tenders for Operation and Maintenance of Pouch Filling machine with supply of consumables needed, across all its packing plants at Urla Durg, Bilaspur, Jagdalpur, Ambikapur and Raigarh, with and without deployment of manpower for lifting of packets and stacking in cold stores, from reputed firms/contractors and having experience of 05 years with packing capacity of Minimum 50,000 Liter/Day, having PF and ESIC code numbers, strictly n adherence to the details specified in the tender. Rates are to be given both for operation/maintenance + workers for lifting packets and stacking in cold room.

Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit, 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 DECLARATION :**

The submission of a tender by a tenderer implies that he/she has gone through the notice and conditions of the tender and the terms and conditions of contract and has made himself/herself aware of scope of work.

**2.0 TENDERSUBMISSION:**

- 2.1 Tender Fees is Rs. 1000/- to be paid electronically through NEFT/RTGS.
- 2.2 Individuals signing on the technical details of tender and other related documents must specify in which capacity of the firm he/she has signed the documents.
- 2.3 The tenderer(s) should clearly state in their offer the address, telephone, fax, e-mail, PAN No. Any change in the address should immediately be communicated to the Managing Director, Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit Durg and correspondence thereafter will be made at the changed address.
- 2.4 Negligence on the part of tenderer in filling the tender offers shall have no right to withdraw the tender after it has been opened.
- 2.5 The acceptance of the tender and award of the work order will be the sole right of the Managing Director, Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit Durg who does not bind himself 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 of the cause of rejection of the tender by any tenderer.
- 2.6 Managing Director, Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit Durg reserves the right to place order for whole requirement with any tenderer or split the orders among one or more tenderers.
- 2.7 The tenderer should submit the technical tender in the enclosed form only. The conditional tenders will be rejected.
- 2.8 No person or firm is permitted to submit more than one tender under different names.
- 2.9 Each page of the tender and its enclosure should be signed at the bottom by the tenderer while submitting technical details.

2.10 The tenderer cannot sublet the contract or assign to any other party or parties, the whole or any portion of the contract. If found so, the work order will be cancelled and party will be black-listed.

2.11 Tenderer shall fill all the technical details of the unit in the enclosed form in Schedule-V.

**3.0 EARNEST MONEY DEPOSIT :**

3.1 All the tenderers shall be required to deposit Earnest Money of Rs.40,000/-(Rupees Forty Thousand Only).

3.2 Any tender which is not accompanied by Earnest Money Deposit will be rejected. Earnest Money Deposit of unsuccessful tenderers will be returned within a reasonable time after finalization of tender.

3.3 No interest will be paid on the Earnest Money for the period during which (the EMD) lies in deposit with the Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit Durg.

3.4 Failure of the successful tenderer to comply with terms and conditions shall constitute sufficient ground for the cancellation of the contract and black listing.

**4.0 SECURITY DEPOSIT:**

4.1 Security Deposit of Rs. 1,00,000/- (Rupees One lakhs only) shall be deposited by the successful bidder after issue of work order. No interest will be paid against the Security Deposit. The EMD amount of Rs 40,000 submitted with the tender shall be adjusted in the security deposit.

**5.0 SIGNING OF CONTRACT:**

5.1 Successful tenderer shall execute an agreement on non-judicial stamp paper of Rs. 1,000/- with CGCDF in the prescribed form within 15 days on receipt of work order.

**6.0 PRICES:**

6.1 Rate quoted in the tender shall be valid for **Two Years** and for further extendable period of one year on mutual consent. There will be no scope for revision of price both in the original as well as extended period.

## SCHEDULE-II

**TERMS AND CONDITIONS FOR OPERATION AND MAINTENANCE OF POUCH FILLING MACHINE CONTRACT****1.0 VALIDITY OF CONTRACT:**

- 1.1 The contract is valid for a period of two years. After the completion of the contract period, CGCDF reserves the right to extend the contract for a further period of one year with same rate in force, on the existing terms and conditions or mutually agreeable terms and conditions.
- 1.2 Contract will come into force from the date as indicated by CGCDF after the signing of agreement and furnishing of requisite Security Deposit.

**2.0 CONTRACT RATE:**

- 2.1 There shall be no increase of contract rate during the contract period or during the extension period.
- 2.2 As per agreement, contract amount is paid to the contractor after satisfactory and complete execution of assigned work.

**3.0 OPERATIONAL CLAUSE:**

- 3.1 The man-power required for pouch filling, stacking, storage in cold store shall be provided by Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit Durg in case of only operation and maintenance of machines.
- 3.2 The contractor shall ensure quantity of milk in filled pouches as per the provisions of Weight & Measurement Act.
- 3.3 The contractor staff shall maintain the account of milk pouch film and filled packets.
- 3.4 If during the period of contract any penalty is imposed on defective coding or underweight packets by the Competent Authority, it will be recovered from the Contractor.
- 3.5 The contractor shall ensure proper coding on milk pouches as per the instructions of CGCDF.
- 3.6 **The contractor shall provide 4 number of skilled machine operators (3 operator in day & 1 in night Shift), and 1 technician stationed at Urla Dairy Plant.** The CGCDF staff deployed at Bilaspur, Jagdalpur, Ambikapur and Raigarh shall continue to operate the machine under guidance of contractor's staff. There will be at least one monthly visit of contractor's staff in these units. In case of breakdown in these units, contractor's staff will promptly attend these units. All the expenses towards visit of these units shall be borne by the contractor. CGCDF shall not pay any additional amount to cover travelling, lodging and other expenses.
- 3.7 Contractor shall provide TTO printers & ribbons at their own cost. In case of Machines having TTO printers provided by OEM, contractor will have to provide consumables for those printers also. Contractor will take out TTO printers installed by them after the expiry of contract period.
- 3.8 The contractor shall ensure that the quality of milk which is being filled in the pouches is tested and certified by the Quality Control Division before start of filling. No sub-standard milk shall be filled in the pouch by the contractor. Further the contractor shall ensure that there should not be more than 2% extra filling of pouches against the given demand otherwise the loss of film, milk and processing cost shall be recovered from the contractor.

4.0 **REPAIR&MAINTENANCE:**

- 4.1 All the machine parts replaced during repair/maintenance/over-hauling during the tenure of the contract shall be handed over by the contractor to the Store of CGCDF.
- 4.2 The contractor shall ensure minimum wear and tear of machines as well as ensure minimum leakage and pouch film wastage during filling, storage and distribution. The norms of milk pouch yield/wastage/leakage etc. shall be applicable as fixed by CGCDF from time to time and the cost of extra wastage of pouch film shall be recovered from the bills of contractor.
- 4.3 CGCDF shall bear cost of spares/parts of machines during its overhauling/maintenance and running. If the part is repairable, contractor shall repair it at their own cost.
- 4.4 All the consumables such as Teflon tape, Teflon cloth, backup rubber strips, heating elements, insulation tape etc. shall have to be provided by the contractor at his own cost.

5.0 **PENALTY CLAUSE:**

- 5.1 All FFS machines are to be maintained under excellent conditions and filling of pouches is to be done as per daily schedule failing which losses shall be recovered from contractor.
- 5.2 In case the contractor fails to provide its technicians/operator and if it is arranged by CGCDF then CGCDF shall recover the cost of man power and suitable penalty shall be imposed on the contractor.

6.0 **BILL PAYMENT:**

- 6.1 Every month, contractor shall submit their bills containing all the details of work carried out and details of workers engaged to CGCDF. Depending on the daily certification by concerned officers for satisfactory performance of packing as per requirement and applicable TDS and other statutory deductions and amount payable to CGCDF shall be deducted and remaining amount shall be paid.
- 7.0 During the contract period, the information on production, marketing of milk to which contractor will be accessible or coming to know shall be kept confidential and shall not be revealed to any external sources.
- 8.0 During the contract period, the contractor shall pay not less than minimum wages under Minimum Wages Act, 1948. The contractor shall provide in the agreement that they will be responsible for any violation under these statutory requirements.
- 9.0 Women workers shall not be allotted night shift. All workers shall be provided with PF, ESI and other applicable legal facilities. The contractor is under obligation by Law to provide bonus and gratuity to workers engaged by them. The contractor shall follow the rules of natural justice while undertaking any disciplinary against any of his worker. All the workers shall be paid wages by 10<sup>th</sup> of every month.
- 10.0 The contractor is responsible to reimburse expenses and compensation to his workers who are injured during working resulting in handicap or death. The contractor shall indemnify CGCDF from any claims whatsoever by his employees. The contractor shall ensure that ESIC is intimated in time about such accidents and necessary information is provided.

- 11.0 Workers of the contractor shall not indulge in any illegal activities in the premises of CGCDF. The contractor will be held responsible for such acts by any of his workers and is liable to reimburse any loss due to such acts to the CGCDF. The contractor shall ensure that interests of CGCDF are not affected directly or indirectly during his execution of contract.
- 12.0 The contractor shall protect the property of the CGCDF and shall take precautions to ensure that no loss occurs to CGCDF. The contractor is responsible to compensate the loss suffered by CGCDF on account of negligence, willful act, and damage to property, stealing by the workers engaged. Such losses with penalty will be recovered from the monthly bills or from the Security Deposit. The contractor shall pack milk in time on the basis of indents provided. In case of shortage in quantity or milk spoilage, losses will be recovered from the monthly bills.
- 13.0 The equipments provided by CGCDF shall be kept in safe and good condition and shall be made available for inspection whenever asked for.
- 14.0 Workers engaged by the contractor to carry out work assigned are the workers of contractor and hence, directly under their control and supervision. Penalties will be levied for non-performance.
- 15.0 The workers of the contractor are not CGCDF workers. Hence, the contractor is responsible for their omissions and commissions. There will be no employer- employee relation between CGCDF and workers engaged by the contractor. This shall be clarified to all the workers of the contractor.
- 16.0 The contract period is for two years from the date of approval of contract. During this period, if the performance of the contractor is not satisfactory, CGCDF can serve show cause notice in writing to the contractor. If the reply is not appropriate, then CGCDF reserves the right to terminate the contract and forfeit the Security Deposit along with black listing.
- 17.0 During the contract period, if CGCDF feels necessary to terminate the contract, CGCDF may do so by giving one month notice without assigning any reason.
- 18.0 The contractor shall not sublet the contract fully or in part to others.
- 19.0 The workers engaged by the contractor shall be subjected to medical tests and shall obtain medical certificates of fitness. The workers shall maintain personal hygiene – regular shaving, trimming of hairs and nails etc. The workers shall not smoke, chew tobacco or gutka, and consume liquors while coming to the work or during the working hours.
- 20.0 Various regulations enforced from time to time such as Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Control and Abolition Act 1970, ESI Act, 1948, Workers' Compensation Act, 1923; Employees Provident Fund Act and other related Acts, 1952; Payment of Bonus Act, 1965; Factories Act, 1948; Payment of Gratuity Act 1972, other Income/Sale Tax/Professional Tax/Service Tax Acts. Etc. and any amendment to the said Acts and related Acts and other orders enforced by State and Central Government shall be complied-with by the contractor.
- 21.0 The contractor shall not engage workers having bad precedents. If any worker engaged by the contractor is found indulging in unlawful activities or his behavior is not to the satisfaction of CGCDF, CGCDF has the right to instruct the contractor to change such worker immediately and ask the contractor to take disciplinary action on such worker.

22.0 The contractor is responsible to deduct PF and ESI contributions from the wages of the worker and shall be remitted to the concerned departments. If the contractor defaults, the contractor will be responsible for penalties arising due to such defaults. The contractor has to submit proofs of having made PF and ESI contributions to the concerned departments, failing which the service bills of the contractor shall be kept under abeyance.

23.0 After the expiry of contract or after two months of the termination of contract, the balances to be paid to CGCDF and any losses to CGCDF will be recovered from the Security Deposit and the pending service bills of the contractor. After adjusting all the amount receivable to CGCDF, remaining amount shall be returned without paying any interest.

24.0 Security Deposit can be forfeited under the following circumstances :

- Violation of any terms and conditions/violation of full agreement.
- Failure to reimburse losses, liquidated damages and recovery of penalty.

25.0 **Integrity pact**

The bidder has to sign the integrity pact enclosed with the document.

26.0 **DISPUTE ARBITRATION & FINAL AUTHORITY**

A- 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.

B-For all matters of dispute, the decision of the Managing Director, Chhattisgarh Rajya Sahakari Dugdh MahasanghMaryadit, Urla, Durg,or a nominee appointed by him under Arbitration and Conciliation Act. 1996 shall be final and binding on all the concerned.

C- For all disputes, the venue for legal course shall be at Raipur only.

D- **No correspondence will be entertained regarding tender after submission of tender document.**

**Managing Director  
Chhattisgarh Rajya Sahakari  
Dugdh MahasanghMaryadit, Urla,**

**SCHEDULE-III**

**DETAILS OF WORKS FOR OPERATION & MAINTENANCE OF POUCH FILLING MACHINE**

1. As per indent, various types of milk sachets shall be packed in designated film types and packets shall be kept ready one hour in advance of requirement.
2. Care shall be taken to ensure proper and legible coding of date and machine number on all sachets.
3. Machine operation details and film consumption details shall be legibly recorded in the concerned register.
4. Milk packing quantities shall be ensured as per requirements and the length of the sachets shall be ensured as per specifications.
5. The film loss shall not be more than the norms fixed by CGCDF and the cost of any excess to this loss shall be borne by the contractor.
6. Milk shall be packed as per indent and any failure to pack and make available as per indent will result in appropriate penalty.
7. The responsibility for leakages in packs shall be fully borne by the contractor. Suitable penalties are levied if any leakages are observed in the market.
8. Drop tests shall be carried out on packs every hour and shall be recorded in the register.
9. **Everyday approximately 45,000 litres milk and milk products will be packed across all the plants of CGCDF put together. CGCDF shall pay minimum for 45,000 ltr packing even if the packing is less.** For the purpose of calculation of service bill, per day average of packing obtained by dividing total packing by no of days in a particular month shall be taken as basis.
10. Filled pouches shall only be taken for bill payment.
11. Additional details, if any, may be obtained from Head (PO) in person.
12. The works related to this contract shall be carried out under the direction from the concerned officers from time to time.
13. With the commencement of the tender, the contractor shall take charge of all the packing equipments and shall take full responsibility to supervise these equipments and maintain them as per norms. No alterations shall be carried out on any of these equipments. Upon termination/expiry of contract, the contractor shall hand over the machines in good working condition to the satisfaction of CGCDF.

I/We agree to the above terms and conditions.

Tenderer's Signature and seal

**SCHEDULE-IV****EMD DETAILS**

From: (Please mention Tenderer's name, address,phone&FaxNo.)	To : Managing Director Chhatisgarh Rajya Sahakari Dugdha Mahasangh Maryadit, Urla Dist- Durg
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Sub: Tender for Operation and Maintenance of milk pouch filling machine

**Ref.No. CGCDF/PUR-ENGG/PREPACK/3488, Date: 08.01.2026**

With reference to the above Tender Notification, I/We representing M/s.\_\_\_\_\_participating for the Operation and Maintenance of Pouch filling machine in CGCDF and have read and agreed to the conditions given.

The details of EMD areas below :

S.No.	Particulars	Place of work	EMD	EMD paid Vide No.
1.	Operation & Maintenance of milk pouch filling machine And coding on milk pouches	Chhattisgarh Rajya Sahakari Dugdha Mahaangh Maryadit Urla Dairy Plant, Durg, Milk Plant Bilaspur, Milk plant Jagdalpur, Milk Plant Raigarh & Milk Plant Ambikapur	Rs.40,000/-	

I/We hereby certify that I/we will not claim any for noninterest for the EMD deposited.

Tenderer's Signature & Seal

**SCHEDULE-V**  
**TENDERER'S DETAILS**

1.	Name of the individual/firm	
2.	Address of the Registered office	
3.	Name of officer/individual and designation for communication Phone No. Fax No. Mobile No. E-mail Id	
4.	Firm status:(Owner shipfirm/Partnership Firm/Public Limited/Private Limited	
5.	If ownership firm, name of the owner	
6.	If Partnership firm, a) Whether registered b) If registered, Regn.No. c) Name of Partners (Enclose Registration certificate from registrar of Companies and attested copy of Partnership Deed)	
7.	If Public or Private Limited, Regn. No.(Enclose Company Registration certificate from Registrar of Companies and attested copy of Partnership Deeds)	
8.	Year of establishment of firm	
9.	Year of starting toper form contract work service	
10.	Certificate of registration (Enclose self-attested photo copy)	
11.	PF Code No.(enclosed self Attested photo copy)	
12.	ESI Code No.(Enclosed self-attested photo copy)	
13.	Name of the Bank with which business is transacted	
14.	PAN No.(Enclosed self-attested photo copy)	
15.	Service Tax Certificate Registration No. and date (Enclose self-attested photocopy of certificate)GST No.	
16.	Annual turnover for last three years	
17.	Number of contract operator provided to Dairy Industries. Annual contract payment(Please enclosed certificate from those Industries).	
18.	Name of the establishment to which contract workers have been supplied :Address of the Firm: Type of products being manufactured	
19.	Any other information you like to furnish	

**DECLARATION**

The above information is true in all aspects and we undertake to inform you if any change in the above particulars regarding our business from time to time.

Tenderer's Signature and Seal

Place:

Date:

**SCHEDULE-VI****FINANCIALBID**

From: (Please mention Tenderer's name, address, Phone & Fax No.)	To: The Managing Director Chhatisgarh Rajya Sahakari Dugdha Mahasangh Maryadit, Village-Urla, Post- BMY, Charoda, District-Durg
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**Work Description :-** Operation & Maintenance of FFS machines and Coding on Milk, Butter Milk and Curd Pouches at all the processing plants of Chhatisgarh Rajya Sahakari Dugdha Mahasangh Maryadit.

S. No.	Quantity	Job	Rate in Rupees per liter	
			In figure	In words
1.	Rate for minimum assured packing of 45,000 ltr per day.	Operation and maintenance of machines as the case may be.		
		Operation and maintenance of machines as the case may be + provision of workers.		
2.	Rate for above 45,000 lpd	Operation and maintenance of machines as the case may be		
		Operation and maintenance of machines as the case may be + provision of workers		

Tenderer's Signature & Seal

## PRE CONTRACT INTEGRITY PACT

### 1. GENERAL

This pre-bid contract Agreement (herein after called the integrity pact) is made on..... day of the month .....20....., between, the Government of Chhattisgarh acting through the Managing Director, Chhattisgarh Rajya Sahakari Dugdh Mahasangh Maryadit (Designation of the officer, Department) government of Chhattisgarh (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First party, proposes to procure ..... (name of Work) and M/s ..... represented by Shri ..... (here in after called the "BIDDER/Seller", which expression shall mean and include, unless the context otherwise requires, his successors a 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 MahasanghMaryadit.

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 CLAUSES**

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 inforce 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 Bidder

Name of the Officer  
Designation  
Department/PSU

Witness

Witness

1) .....  
.....

1).....  
.....

2) .....

2).....