

# छत्तीसगढ़ राज्य सहकारी दुग्ध महासंघ मर्यादित

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

क्रमांक / 3800 / छगदुमस / क्रय / 2026

दिनांक-

05.02.2026

## ॥ निविदा सूचना ॥

दुग्ध महासंघ द्वारा उरला एवं बिलासपुर डेयरी संयंत्र में स्थापित ई0टी0पी0 संयंत्र के वार्षिक रखरखाव एवं संचालन हेतु दो वर्ष की अनुबंध बाबत निविदा आमंत्रित की जाती है, निविदा जमा करने एवं खोलने हेतु अंतिम तिथि-**27.02.2026** निर्धारित है, जिसका विस्तृत विवरण दुग्ध महासंघ की वेबसाइट:- [www.cgcoopdairyfed.in](http://www.cgcoopdairyfed.in) पर उपलब्ध है।

प्रबंध संचालक

Tender ref. no:- CGCDF/PUR/ETP-AMC/3800, Date: - 05.02.2026

**Tender Notice for “Comprehensive Operation and Maintenance of Effluent Treatment Plant”**

Sealed tenders are invited from reputed firms dealing in the field of Environmental Engineering and waste management or experienced Service Provider having adequate exposure to Effluent Treatment Plant to undertake Annual Maintenance Contract for complete operation & maintenance. Details as below:-

S.N.	Name of item	EMD(Rs.)
1	Comprehensive operation and maintenance of 100 M <sup>3</sup> ETP at Main Dairy Plant Urla, Durg	50,000/-
2	Comprehensive operation and maintenance of 60 M <sup>3</sup> ETP at Bilaspur Dairy Plant, Koni Bilaspur.	20,000/-

Cost of tender form Rs. 1000/- & EMD as mentioned above 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 [purchase@devbhog.org](mailto:purchase@devbhog.org) before the due date & time of tender submission.**

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

**Head office & Postal Address.**

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

**MANAGING DIRECTOR**

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## **BID TIME AND SCHEDULE**

<b>Sr. No.</b>	<b>CGCDF Stage</b>	<b>Tenderer stage</b>	<b>Start Date &amp; Time</b>	<b>Last Date &amp; Time</b>
1	Tender Preparation And release of NIT	-	<b>06-02-2026</b>	<b>06-02-2026</b>
2	-	Tender Download	<b>07-02-2026</b>	<b>27-02-2026</b>
3	-	Last date for receipt of Documents with Tender form fees and EMD at Inward Section of CGCDF only through registered/Speed post/Courier	-	<b>27-02-2026, 14.00 Hrs</b>
4	Opening of Tender	-	-	<b>27-02-2026, 15.00 Hrs</b>

**NOTE.:-** CHHATTISHGARH RAJYA SAHAKARI DUGDH MAHASANGH MARYADIT DAIRY PLANT URLA B.M.Y. CHARODA DIST. DURG (C.G.) 490025 with half K.M. diversion. The place is approximately 18 K.M. away from Raipur the capital city of CHHATTISHGARH.

**MANAGING DIRECTOR**

## SCHEDULE – I

### General Terms & Conditions

Chhattisgarh Rajya Sahakari Dugdh MahasanghMaryadit, Urla, Durg (CGCDF), an ISO certified cooperative organization, invites sealed tenders from reputed bidders for “**Comprehensive Operation and Maintenance of ETP plant**” at Urla Dairy Plant and Bilaspur Dairy Plant.

Chhattisgarh Rajya Sahakari Dugdh MahasanghMaryadit, 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. Bids containing deviations from bidding document terms and other requirements may be rejected

#### **1.0 Scope of work**

The successful bidder shall perform duties as per detailed specifications stipulated in the schedule –II

#### **2.0 Pre-qualification Criteria for Bidders**

- a. The Bidder, in the same name and style, should be in business at least for last five years at time of bid opening. In case of change of name of bidder by merger / acquisition / change in status, the bidder may be eligible based on the documentary evidence.
- b. The Bidder should have valid registration under various Acts that may be applicable for the contract proposed. This shall include but not limited to Income Tax, Companies Act, GST, welfare cess act, Employee State Insurance, Contract Labour, Provident fund etc.
- c. Income Tax returns filed for the last three Financial Years.
- d. The bidder should have at least 3 years work experience of industrial water and waste water management and should have completed contracts of similar nature of works “Operation & maintenance of minimum 100 m<sup>3</sup>/day in any industry during last 3 years. PO copies to be attached as a proof of experience.

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

#### **3.0 DECLARATION**

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 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/Registered Courier only. Bids received by hand / any other means shall not be considered, so as to reach the Managing Director , Chhattisgarh Rajya Sahakari Dugdh MahasanghMaryadit, PO BMY Charoda, Urla, Durg -490025 (CG) on or before the scheduled time and date. Chhattisgarh Rajya Sahakari Dugdh MahasanghMaryadit, 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 two separate envelopes as under -  
**Envelope "A" - Technical Bid**  
**Envelope "B" - Financial Bid**  
These two envelopes should be kept in one bigger Envelope- "C" super scribed "**Tender for Comprehensive Operation and maintenance of ETP at Urla Dairy Plant and Bilaspur Dairy Plant.**"
- 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 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 for the cause of rejection of the tender by any tenderer.
- 4.7 The tenderers should submit the tender in the enclosed rate form -B only in schedule-III The conditional tenders are liable to be rejected.
- 4.8 No person or firm is permitted to submit more than one tender under different names.
- 4.9 Each page of the tender and its enclosure should be signed at the bottom by the tenderer.
- 4.10 The tenderer shall not sublet the contract or assign to any other party or parties, the whole or any portion of the contract.
- 4.11 Tenderer shall fill all the details in the enclosed form- A in schedule-III.

#### **5.0 Tender Fees**

Cost of tender form Rs.1000/- to be paid 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**

**6.0 EARNEST MONEY DEPOSIT (EMD)**

**6.1**All the tenderers are required to deposit Earnest Money deposit of Rs.50,000/- & Rs. 20,000/- through NEFT/RTGS to bank account as per below mentioned details.**Co-Operatives, Govt. bodies, NSIC and MSME registered firms are exempted from submitting required EMD.**

**Bank Details: Bank Name: State Bank of India**

**Account No. : 10822704894**

**IFSC Code: SBIN0000461**

**Branch: Main Branch Raipur**

**6.2** Any tender which is not accompanied by Earnest Money deposit shall be rejected. Earnest money deposit of unsuccessful tenderers will be returned within 90 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.

**6.3**No interest will be paid on the earnest money for the period during which (the EMD) lies in deposit with Chhattisgarh Rajya Sahakari Dugdh MahasanghMaryadit, Urla, Durg,

**7.0 PRICES**

**7.1** Rate should be quoted for the work as per the specifications given in the schedule II of the tender document.

**7.2** 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 MahasanghMaryadit, Urla, Durg in writing that such doubts may be removed before submitting the tender. The rates be quoted in figures and preferably no cuttings/overwriting in rates should be there in tender.

**7.3** Prices offered by the tenderers should be firm and free from all escalations and shall be valid at least for a period of 24 months from the date of approval of rates. CGCDF will have the right to extend the validity of the tender approval by 3 to 6 months.

**8.0 The tenderer should quote rate For ETP Operation-Urla Dairy and Bilaspur Dairy basis.**

The tenderer should clearly specify rates GST and other charges (if any) in separately – schedule-II. Corrections, if any, in the tender should be noted over and signed at the places of each correction made.

**9.0 Penalty Clause**

**Duration of delay(For Start of work)**

**Penalty**

Upto 30 days

NIL

Between 31to 60 days

5% of the total cost of Work Order.

Beyond 60 days

10% of the total cost of Work Order.

Penalty charges of Rs.5000/- per day per person will be deducted from monthly payment for absence of staff.

If the tenderer fails to work as per the work order would be treated as cancelled and the firm may be blacklisted for future dealings and EMD also would be forfeited.

## **10.0 Bidding Process**

Technical (Bidder Qualification)& financial bids are to be submitted in two separate sealed envelopes namely A& B. The two envelopes then have to be put inside a bigger sealed envelope C, super scribing "Envelop C bid for **Comprehensive Operation and maintenance of ETP at Urla and Bilaspur Dairy**" with tender reference number.

**These envelopes will contain the document on follows.**

### **Envelop 'A' Technical bid(Bidder Qualification)**

**This envelop must contain the following –**

- a. Self-attested copies of all the documents as per point no- 2.0.
- b. This envelope "A" will be super scribed as envelop 'A' technical bid for **Comprehensive Operation and Maintenance of ETP at Urla and Bilaspur Dairy.**

### **Envelop 'B' financial bid**

- a. The envelop 'B' will be super scribed as "Envelop B" financial bid for **Comprehensive Operation and Maintenance of ETP at Urla and Bilaspur Dairy**
- b. The bidders who fulfill all the technical criteria as required for technical bid will be eligible for opening their financial bid

Note: 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.

## **11.0 Agreement**

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

## **12.0 PAYMENTS**

Payment will be made on monthly basis on receipt of bills in triplicate, after the certification of I/c officer.

## **13.0 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.

## **14.0 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.

**15.0 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 MahasanghMaryadit, 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 court shall be at Raipur.
- d. **No correspondence will be entertained regarding tender after submission of tender document.**

*Signature of tenderer*

Sd/-  
*Managing Director*  
*Chhattisgarh Rajya Sahakari Dugdh*  
*MahasanghMaryadit, Urla, Durg,*

## Specification/Work Details of ETP- Schedule -II

### Urla Dairy Plant ETP

S.N.	Description of the Work	Unit	Qty
1	Carrying out of the daily job by deploying one trained supervisor in general shift having 5years Experience in various ETPs sites including mechanical experience as well and for office job like preparation of records as directed by Engineer in charge, arranging all spares, chemicals and additions for smooth operation of ETP as per pollution control Norms at contractor cost.	Nos.	<b>730 Man-days of Supervisor</b>
2	Carrying out of the daily job by deploying one trained Operator in each shift for operation of the ETP on round the clock basis in three shifts (Day/Night) including operation of mechanical and electrical equipment and valves, oil check & make up replacement belt check replacement, greasing, checking , tightening nut & replacement of spare parts for all equipment at ETP as per specification and as directed by Engineer in charge	Nos.	<b>730x03 Man-days of operator</b>

### Bilaspur Dairy Plant ETP

S.N.	Description of the Work	Unit	Qty
1	Carrying out of the daily job by deploying one trained supervisor in general shift having 5years Experience in various ETPs sites including mechanical experience as well and for office job like preparation of records as directed by in charge- Bilaspur Dairy.	Nos.	<b>730 Man-days of Supervisor</b>
2	Carrying out of the daily job by deploying one trained Operator in day shift for operation of the Effluent treatment plant including operation of mechanical and electrical equipment and valves, oil check & make up replacement belt check replacement, greasing, checking , tightening nut & replacement of spare parts for all equipment at ETP as per specification and as directed by in charge- Bilaspur Dairy.	Nos.	<b>730x03 Man-days of operator</b>

#### Notes:

1. Agency is advised to visit the site, i.e. the location of the Equipment's and plants etc. before tendering. It shall be presumed that while quoting, the tenderer has taken due note of the working condition.
2. All required tools such as pliers, screw drivers, wrenches etc. required for the proper maintenance of the installation shall be arranged by the contractor and one set of each tool item should be kept at site and nothing extra shall be paid.
3. The contractor is responsible for the upkeep of the installations in perfect working condition, carrying out routine checkups and to attend any breakdown on urgent basis.
4. After taking over the site, the contractor will check all the installations and submit the report mentioning the defects during taking over the system within 15 days. After 15 days every defect noticed will be attended by the contractor.
5. In case of leave of any staff, a substitute has to be arranged by the contractor who has got the required qualification and adequate experience. The staff will attend the duty on all working days including holidays.

6. Wages of ETP operator and helper shall be payable as per minimum wages fixed by Govt of Chhattisgarh. Rates quoted by the agency below minimum wages shall not be accepted.
7. Agency shall maintain log book as well as History Book at site and shall record the data as per Instructions of the plant.

**SCOPE OF WORK**

1. Operation & Maintenance of Effluent Treatment Plant having capacity of 100 M<sup>3</sup> per day in 03 shifts of Urla Dairy Plant and 60 M<sup>3</sup> per day in 01 shift of Bilaspur Dairy Plant.
2. The plant will be operated 730 days in contract period of 02 years.
3. The tenderer is required to sign an agreement with the CGCDF after selection /approval on stamp paper (Rs.100/-).
4. The contractor is required to appoint supervisor and operator to supervise as required or as per work order. All the liabilities of workers like EPF, ESIC, accidental insurance etc has to borne by the Contractor himself only.
5. If any breakdown occurs, bad odour for more than 12 hours penalty will be imposed.
6. If any damage done in plant, machinery, building etc of ETP by the Contractor's workers will have to borne by the Contractor.
7. Log Book must be maintained on daily basis.
8. Contract supervisor must ensure to get attendance cards verified by the authorized officer daily.
9. The supervisor will be required to do the reporting of the maintenance work (if any) done in the ETP Plant on weekly basis to the authorized official.
10. Any case of short attendance would result in deduction from monthly bills
11. Contractor will have to furnish complete details e.i. name address and contact numbers of all the workers appointed by him to the authorized official and any change should immediately come in notice of official.
12. If any contract worker found using milk or milk products without any permission, penalty of Rs.2000/- per incident or more can be imposed on the Contractor will have to follow the instructions given by Mahasangh in this respect.
13. Billing should be done on monthly basis and payment shall be released within 30 days of submission of bills after successful compliance.
14. If Mahasangh is not satisfied with Contractors work, the contract can be cancelled by giving intimation before 2 months in writing and if Contractor is unable to continue the work, he has to give it in writing before 2 months of discontinuation of the contract.
15. Contractor must ensure to take full charge of the ETP plant within 15 days of the receipt of confirmed work order.
16. It will be the responsibility of bidder that ETP plant should be always in running conditions, any maintenances work of required would be done by the bidder and also preventative maintenance of the machines would be done by the bidder. If any modification in the ETP plant required then cost of spare parts will be given by the CGCDF for which written permission from MD, CGCDF will be necessary.
17. Contract workers will not carry out any maintenance work without taking permission of officials of the CGCDF.
18. It will be the whole responsibility of Bidder to provide Complete Satisfactory test report every month from competent lab of CG Environment Conservation Board.
19. All required Chemicals which is used to ETP will be provided by contractor scope.
20. In situation of conflict between CGCDF and Contractor the arbitration will be done by CGCDF's Managing Director All disputed are subjected to Dairy Jurisdiction.

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

Email: [purchase@devbhog.org](mailto:purchase@devbhog.org)

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

21. This Contract will be signed between the Contractor and Managing Director, Chhattisgarh State Co-Operative Dairy Federation Limited.
22. ETP & nearby place must be maintained with different varieties of fruit bearing/ shade dense tree and greenery with clean liners will be maintained by the bidder.
23. Workers remuneration and perquisites such as housing, uniform, medical, travel arrangement etc. will be whole responsibility of yours as per law. You will be liable for due observation and implementation of the statutory conditions or requirement of labour or factory laws of whatsoever nature as applicable to their workman/ personnel, and Sangh will not be Liable for the same. Sangh will not be liable to retain or have any control supervision or the manner of discharge, dismissal, termination or retrenchment or reemployment of the workman/personnel engaged by you. However, Sangh has the right to direct you for suitable action in case of misbehavior by the worker which is detrimental to the interest of Sangh.
24. Necessary liaison work with CG PCB officials with all incidental expenditure shall be your responsibility.
25. The contractor shall get themselves registered under the provisions of the contract labor (abolish and regulations) Act or any other laws applicable and will comply with all statutory enactments applicable to them or Sangh for the purpose of execution of the said work/ activities.
26. You or any of your personnel or workman will have no right of whatsoever nature upon the premises of the Sangh and you or your workman/personnel shall vacate the premises at the instance of the Sangh.

Sd/-

*Managing Director*

*Chhattisgarh Rajya Sahakari Dugdh  
MahasanghMaryadit, Urla, Durg*

*Signature of tenderer*

**Form –A-Bidder Profile- Schedule -III**

(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 Customers on current list  
i.....  
ii.....  
iii.....  
iv.....
- 8 Are you doing similar work  
to any other cooperative  
dairies (if yes, give clientele  
list) .....
- 09 Whether the firm was black-listed/debarred or penalized by any Central or State govt.  
Organization at any time. **/Yes/No/**
- 10 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**

**Form –B- Bid Offer Format- Schedule -III**  
**URLA DAIRY PLANT**

To,  
**The Managing Director**  
**Chhattisgarh Rajya Sahakar**  
**Dugdh MahasanghMaryadit,**  
**Urla, Durg.- 490025 (CG)**

Dear Sir,  
With reference to your tender ref. no:- **CGCDF/PUR/ETP-AMC/3800, Date: - 05.02.2026**  
For Comprehensive Operation and Maintenance of ETP at Urla Dairy Plant, we are pleased to offer our rates as under :

SN	Description of Items	Unit	Qty	Rate in Rs./day		GST	Other Charges (if any)	Amount
				In Figure	In Words			
1	Carrying out of the daily job by deploying one trained supervisor in general shift having 5years Experience in various ETPs sites including mechanical experience as well and for office job like preparation of records as directed by Engineer in charge, arranging all spares, chemicals and additions for smooth operation of ETP as per pollution control Norms at contractor cost.	Nos.	<b>730 Man-days of Supervisor</b>					
2	Carrying out of the daily job by deploying one trained Operator in each shift for operation of the ETP plant on round the clock basis in three shifts (Day/Night) including operation of mechanical and electrical equipment and valves, oil check & make up replacement belt check replacement, greasing, checking , tightening nut & replacement of spare parts for all equipment at ETP as per specification and as directed by Engineer in charge	Nos.	<b>730x03 Man-days of operator</b>					

**Note: These rates are inclusive of all. Nothing extra shall be paid over and above the quoted rates.**

Place : .....

Date : .....

Signature of the authorized signatory  
with seal of the firm

**Form –B- Bid Offer Format- Schedule -III**  
**BILASPUR DAIRY PLANT**

To,

**The Managing Director**  
**Chhattisgarh Rajya Sahakar**  
**Dugdh MahasanghMaryadit,**  
**Urla, Durg.- 490025 (CG)**

Dear Sir,

With reference to your tender ref. no **CGCDF/PUR/ETP-AMC/3800** , **Date: - 05.02.2026**  
For Comprehensive Operation and Maintenance of ETP at Urla Dairy Plant, we are pleased to offer our rates as under :

SN	Description of Items	Unit	Qty	Rate in Rs./day		GST	Other Charges (if any)	Amount
				In Figure	In Words			
1	Carrying out of the daily job by deploying one trained supervisor in general shift having 5years Experience in various ETPs sites including mechanical experience as well and for office job like preparation of records as directed by in charge-Bilaspur Dairy.	Nos.	<b>730 Man-days of Supervisor</b>					
2	Carrying out of the daily job by deploying one trained Operator in day shift for operation of the Effluent treatment plant including operation of mechanical and electrical equipment and valves, oil check & make up replacement belt check replacement, greasing, checking , tightening nut & replacement of spare parts for all equipment at ETP as per specification and as directed by in charge-Bilaspur Dairy.	Nos.	<b>730x03 Man-days of operator</b>					

**Note: These rates are inclusive of all. Nothing extra shall be paid over and above the quoted rates.**

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 MahasanghMaryadit(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)andtheFirstparty,proposestopro cure.....(nameofWork) 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 or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

### **3. COMMITMENTS OF THE BUYER**

The BUYER commits itself to the following:-

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

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

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

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **4. COMMITMENTS OF THE BIDDER**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward,

favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the contract or for bearing. 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 for bearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

The BIDDER further confirms and declares to the BUYER that the BIDDER is the original Manufacturer/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

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

The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

#### **5. PREVIOUS TRANSGRESSION**

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

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

#### **6. EARNEST MONEY (SECURITY DEPOSIT)**

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

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

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

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

#### **7. SANCTIONS FOR VIOLATIONS**

Any breach of the aforesaid provisions by the BIDDER or anyone 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 amounts 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 of 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 each 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 Bidder

Name of the Officer  
Designation  
Department/PSU

Witness

Witness

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

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