

**OFFICE OF THE MANAGING DIRECTOR, CSMC**  
**LTD., CHHATTISGARH, RAIPUR**

**TENDER DOCUMENT**

TENDER DOCUMENT FOR HIRING OF VEHICLES FOR  
RAIPUR & DURG DIVISIONS OF CSMC Ltd., RAIPUR

**T. No.: CSMC/Tender/2018-19 /01**

**Dated: 23-12-2017**

**TENDER TO BE SUBMITTED BY: - 15-1-2018**

**OFFICE OF THE MANAGING DIRECTOR, CSMC LTD., RAIPUR**  
**CHHATTISGARH**

Price Rs.1000.00

**OFFICE OF THE MANAGING DIRECTOR, CSMC LTD.,  
CHHATTISGARH, RAIPUR**

**TOTAL NO. OF PAGES: - 31**

*Cost of tender form Rs.1000/- (Rupees one thousand only).*

To,

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Date \_\_\_\_\_

**Managing Director, CSMC  
Ltd.,  
Chhattisgarh, Raipur**

**OFFICE OF THE MANAGING DIRECTOR, CSMCL, CHHATTISGARH, RAIPUR**

# OFFICE OF THE MANAGING DIRECTOR, CSMCL, CHHATTISGARH, RAIPUR

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## SECTION I

# Office of the Managing Director, CSMCL, Chhattisgarh, Raipur.

### NOTICE INVITING TENDER FOR RAIPUR & DURG DIVISIONS

**T. No.:** CSMC/Hiring of Multiutility Vehicles /18-19/01

**Dated:** 23-12-2017

On behalf of Managing Director, CSMC Ltd., sealed tenders are invited from prospective Service Providers having minimum four vehicles not older than 3 years from the date of issue of NIT and should have experience certificate issued from a competent authority of any PSU / Central / State Govt or reputed Private Ltd. Companies / Firms for having executed similar contracts of providing (at least four petrol/ diesel driven) commercial vehicles such as AC and Non-AC cars & Multiutility Vehicles like Mahindra Bolero, Tata Sumo etc..

Intending eligible bidders may obtain Bid Document from Managing Director, CSMCL, Chhattisgarh, Raipur at 11.00 hrs. to 16.00 hrs. on all working days up to dated **14/1/2018**. on payment of Rs 1000/- (Rs. One thousand Only) (non-refundable). The payment for Bid Security and Tender Cost will be accepted in the form of Cross Demand Draft drawn on any Nationalized/Scheduled Bank payable at Raipur in favor of Managing Director, CSMCL, Chhattisgarh, Raipur.

### Schedule to the invitation of Tender

1.	Designation and address of the authority Inviting tender	Managing Director, CSMC, Chhattisgarh, Raipur
2.	Tender No CSMC/Hiring of Multiutility Vehicles /18-19/01	<b>Dated: 23-12-2017</b>
3.	Cost of Tender work for RAIPUR division	Approx. <b>190</b> Lakhs
	Cost of Tender work for DURG division	Approx. <b>75</b> Lakhs
4.	Bid Security	3% of Estimated Cost
5.	Time and last date of issue of Bid Document	16.00 Hrs. of 14.1.2018
6.	Time and Date of Depositing tender/bid .....	15.00 Hrs. of 15.1.2018
7.	Time and date of Opening of Tender ( <b>Technical Bid</b> ) ....	16.00 Hrs. of 15.1.2018
8.	Minimum Validity of Tender offer	150 days from the date of opening
9.	Duration of contract 1 year	with an option of extension for one more year.
10	Area of deployment of Vehicle	Respective districts of Divisions

(Bid Document and subsequent clarifications on bid terms if any can be down loaded from Corporation web site <https://excise.cg.nic.in/csmcl/> Bid Form downloaded from Web-site must be accompanied by DD for Rs. 1000.00 as cost of documents and the same should be kept with the TECHNICAL BID in addition to DD as Bid security)

**Managing Director, CSMC  
Ltd., Chhattisgarh, Raipur**

## **SECTION-II** **SCOPE OF WORK**

The Bidder is required to provide commercial vehicles fully conforming to RTA/RTO regulation along with fuel, driver, etc. and carryout periodical maintenance and execute the work through their Supervisor.

The work consists of Monthly Slab Rate based on Corporation's requirement.

### **PLAN** (Scheduled Works)

#### **1. Monthly KM Hire Slab:**

As per monthly requirement the vehicles will be requisitioned. The Monthly KM hire slab on which cars are required and the estimated number of such **hiring per Month** are tentatively indicated below.

<b>S.No.</b>	<b>Monthly Hire slab</b>	<b>Name of Division</b>	<b>Type of Vehicle</b>	<b>Number of Vehicles Required</b>
<b>1.</b>	<b>2500 KMs / month</b>	<b>Raipur</b>	<b>Car</b>	<b>5</b>
			<b>Multi-Utility Vehicle</b>	<b>20</b>
<b>2</b>	<b>2500 KMs / month</b>	<b>Durg</b>	<b>Multi-Utility Vehicle</b>	<b>10</b>

## SECTION-III

### SERVICE PROVIDER'S OBLIGATIONS

1. **Service to be provided** is supply on demand vehicles with licensed drivers, registered as commercial vehicles on hiring basis for running within the jurisdiction of Managing Director, CSMCL, Chhattisgarh, Raipur. The essence of the contract is to provide Prompt, Punctual, Efficient, Safe, Courteous and Quality Service.
2. **Quantity of Vehicles** to be hired are shown in the Scope of Work. However, Corporation shall place the order only as per the actual requirement from time to time.
3. **Duty Hours of** vehicles are normally for ten hours per day on all working days of month except Holidays. However actual duty hours / days shall be specified by actual users of vehicle.
4. **Notice period for supply of vehicles** shall be one day in advance for Regular requirements. One hour in advance for additional requirement during office hours. Telephonic intimation shall be considered as notice.
5. **Reporting Place for vehicles** is within the jurisdiction of Managing Director, CSMCL, Chhattisgarh, Raipur. Actual place of reporting shall be specified by users of vehicles.
6. **Counting of Distance** will be from the starting **point** of the user and closing at the point wherever user completes his / her travel. The distance covered in each way between user delivery address and the garage/ normal parking place will be allowed on actual basis or 5 KMs whichever is less.
7. **Accuracy of Meters** will be checked periodically by any authorized officer of Corporation and reserves the right to get the meter calibrated or checked at any time at his sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by Corporation, which may even lead to termination of Contract.
8. **Miscellaneous Conditions:** - Service Provider should comply with the following:
  - (i) **Telephones-** Telephones, where requisition of vehicles can be conveyed all the 24 hrs. Telephone Numbers must be specified in the bid.
  - (ii) **Identity Cards-** Proper Identity Cards after verifying the antecedents of his drivers "through" Local Govt. offices.
  - (iii) **Documents of vehicles-** The attested copy of R/C Book and the Insurance policy of vehicles supplied under this contract should be submitted to the authorized person of the Corporation and will be subject to scrutiny.
  - (iv) **Uniforms-** provide his employees uniforms as required under the rules which shall be worn by them all the time while on duty.
  - (v) **Statutory Requirements-** It is desirable to have the Registration with EPF, ESI Code, Service Tax, PAN etc. However, if the Service Provider does not possess any or all the above, they should obtain the same if required by law to execute this service, with in one month of commencement of Contract.
  - (vi) **Govt. Tax / Levy / Duty** other than Service Tax for plying the vehicles in hire will be borne by the Service Provider.
  - (vii) **Parking / Toll Charges**, if any, may be claimed by producing valid parking / Toll slips.
  - (viii) **Drivers**, attested copy of driving license should be submitted during the contractual period.
  - (ix) **Consumables** like lubricants, tyres, battery and repairs, maintenance, taxes, insurance, etc. will be to the Service Provider's liability.
  - (x) **Assign** driving to only qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials and store items.
  - (xi) **Duty Slips** in duplicate copy to be printed and serially numbered by the Service Provider as per prescribed format of Corporation (**Annexure -5**) and should ensure that at the end of duty; the duty slips are completed and signed by the users.

- (xii) **Vehicles Up-keep** shall be in good condition along with good and clean Seat covers & curtains. Vehicles so hired may be inspected by a pre-designated committee of Corporation officers with reference to good/properly maintained vehicle including cabin, upholstery, seats etc.

**9. Debarring Conditions: -**

- (i) No vehicle should be supplied having registration in the Name of employee of Corporation or their close relative and a declaration is to be submitted as per format placed at Annexure-6. No sub-contracting of the Service allotted is permissible by Corporation. The near relatives of all Corporation employees either directly recruited or on deputation are prohibited from participation in this tender.
- (ii) The tampering of meter reading, vehicle usage timings, overwriting of Summary / log sheet and misbehaviour of driver while on duty shall be viewed seriously, leading to even cancellation of contract.
- (iii) Service Provider shall not engage any person below 18 years of age.

**10. Corporation will not have obligation: -**

- (i) No liability whatsoever for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. in this regard and the Service Provider shall indemnify Corporation against any/all claims which may arise under the provisions of various Acts, Government Orders etc. and any breach of such laws or regulations shall be deemed to be breach of this contract.
- (ii) No direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 279,337,338 of IPC and any loss caused to Corporation have to be suitably compensated by Service Provider.
- (iii) Not be responsible for theft, burglary, fire or any mischievous deeds by service provider staff.
- (iv) Service Provider shall be the employer for his workers and Corporation will not be held responsible fully or partially for any dispute that may arise between the service provider and his workers.

**11. Penalty for breach of terms & conditions:**

- (i) In case of break down, after it's reporting for duty, the vehicles will have to be replaced by same type immediately or not more than one hour. In case of non-availability of suitable vehicle, a penalty up to Rs. 300/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs.500/- per break down shall be imposed.
- (ii) The penalty for absence during extra Hour duty will be Rs.100 per occasion and for Temporary absence during duty hours without valid permission shall be Rs.75 per hour of absence.
- (iii) In case of non-availability of vehicles for any particular day penalty of Rs.300/- per day shall be imposed in addition to deduction of hire charges on pro-rata basis for the period.
- (iv) If the vehicle provided by the Service Provider is found to be not in good condition or without proper document; the vehicle may be rejected and sent back. No payment shall be made on account of such rejection. However, in case of dispute the decision of Managing Director, CSMCL, Chhattisgarh, Raipur would be final.
- (vi) Should not refuse to provide vehicles against Corporation's requirement and on each refusal a penalty as given at item (iii) above will be deducted from the running bills besides any other action which may even lead to termination of contract.

## **SECTION-IV**

### **GENERAL (COMMERCIAL) CONDITIONS**

#### **1. Bidder Eligibility:**

**1.1** The Service Providers having having minimum four vehicles not older than 3 years from the date of issue of NIT and should have experience certificate issued from a competent authority of any PSU / Central / State Govt or reputed Private Ltd. Companies / Firms for having executed similar contracts of providing (at least four petrol/ diesel driven) commercial vehicles such as AC and Non-AC cars & Multiutility Vehicles like Mahindra Bolero, Tata Sumo etc.

**1.2** The bidder should own sufficient number of commercial vehicles registered as taxis not less than four with permit from RTOs in the name of proprietor/ company/ partners/firm/director, and not older than three years from the date of issue of NIT. The full details of the vehicles and a clear declaration that the firm will be able to supply commercial vehicles not older than three years from the date of issue of Tender shall be provided.

#### **2. Right to Accept or Reject:**

Corporation shall not be bound to accept the lowest or any tender and reserves to itself the right to accept or reject any bid or to accept whole or a portion of tender, as it may deem fit, without assigning any reason thereof and without incurring any liability to the affected bidder(s) for the action of Corporation.

#### **3. Bid Forms (Two Bid Format).**

**3.1** The tender should be submitted in **two covers**; ***One*** superscribing Technical Bid and ***Second*** Financial Bid and both the envelopes are in turn, be put in another envelope and this envelope should be superscripted "**Tender for Hiring Vehicles for \_\_\_\_\_ division**". All the three envelopes are to be duly sealed. Technical Bid and Financial Bid shall be opened separately. No indication of the Prices will be made in the Technical Bid.

**3.2** Tender will be opened in the presence of Bidders present on the due date of opening i.e. 16.00 Hrs. on 15.1.2018. Technical Bids of the Tenders received will be opened on that day and the Sealed Financial Bids will be kept in Corporation custody. The Time, Date and Venue of the opening of FINANCIAL BIDS will be intimated only to those Bidders, whose Technical Bid is accepted after evaluation of details and documents furnished in **Annexure-1**. No correspondence in this regard will be entertained. Incomplete Tender or Tender in which both technical Bid and Financial Bid are found in the same envelope is liable to be rejected. All Columns should be furnished with relevant details and no column should be left blank.

**3.3** Financial Bid of the selected bidders only will be opened.

**3.4** Bidder shall furnish the documents as per **Technical Bid Form at Annexure-1**.

**3.5** Rates should be quoted in Financial Bid Form at **Section-VI**. The format for Financial Bid should not be changed in any manner. Addition / deletion / alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.

**3.6** The duly filled tenders must be accompanied with a Security deposit valid for 180 days drawn on any Nationalized/Scheduled Bank payable at Raipur in favor of Managing Director, CSMCL, Chhattisgarh.

**3.8** The bidder is requested to examine all instructions, forms, terms and specification in the Bid documents. Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the Bid.

**3.9 Separate tender form should be submitted for each division.**

A prospective bidder requiring any clarification on the Bid document shall notify the purchaser in writing. The purchaser shall respond in writing to any request for the clarification of bid document which it receives not later than 7 days prior to the date of opening of Tender. The communication should be made to: -

Managing Director, CSMCL  
First Floor, Excise Building, Labhandi, Chhattisgarh,



**3.10** At any time, prior to the date of submission of bid, Corporation may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.

**3.11** The amendments shall be notified in writing to all prospective bidders and these amendments will be binding on them.

**3.12** The bidder shall bear all costs associated with the preparation and submission of the bid. Corporation in no case be responsible for these costs regardless of the conduct or outcome of the bidding process.

#### **4. Bid opening**

Corporation shall open the Technical bid cover containing documents detailed as per clause (3) in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. Authorisation letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (Format is given in **Annexure-3**). After scrutiny and evaluation of the Technical Bids, the Corporation will shortlist those who are eligible and the date of opening of Financial Bid will be intimated later on. The financial bid will be opened only in those cases that fulfill the eligibility conditions and furnish all documents as given in Technical Bid.

#### **5. Bid Evaluation**

**5.1 Financial Bids** shall be evaluated to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order.

**5.2** If there is a discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, Corporation will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by Corporation.

**5.3** The procedure adopted for comparison of substantially responsive bids shall be on the **total cost of hire of the services for price quoted in Financial Bid.**

**5.4** Conditional Bids will be summarily rejected.

#### **6. Award of Contract**

Corporation shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within 2 weeks of issue of letter of intent, give his acceptance along with performance security in conformity with **clause 17 of Section-IV** and as per format shown in Annexure-4 of bid document.

#### **7. Right to vary quantities**

Corporation reserves the right at the time of award of contract to increase or decrease upto 25% of the required quantity of services specified in the schedule of requirements without any change in hiring charges of the offered quantity and other terms and conditions.

#### **8. Signing of Contract**

**8.1** Signing of Agreement shall constitute the award of hiring contract on the bidder.

**8.2** Upon the successful bidder furnishing the Performance Security the Corporation shall discharge its bid security in pursuant to **clause 12.**

#### **9. Annulment of Award**

Failure of the successful bidder to comply with the requirement of clause 8 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event Corporation may make the award to any other bidder at the discretion of Corporation or call for new bids.

#### **10. Period of validity of bids**

(i) The bid shall remain valid for 150 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by Corporation as non-responsive.

(ii) A bidder accepting the request of Corporation for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

#### **11. Bid Price.**

- 11.1 The supplier shall quote price as per schedule given in Section-II for Vehicles given in the schedule of requirement. The composite price should include all the type of Taxes, excluding service Tax etc., as applicable from time to time. However, the basic unit price needs to be individually indicated against the supply under the contract.
- 11.2 The price quoted by the bidder shall remain fixed during entire period of Contract & shall not be subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

#### **12. Bid Security**

- 12.1 Pursuant to clause 3.6, the bidder must deposit 3% of estimated Cost of tender as Bid Security. The Bid Security shall be in the form of DD valid for 180 days from the date of tender opening and may be submitted in separate cover.
- 12.2 The successful bidder's security will be discharged upon the bidder's acceptance of the award of contract satisfactorily in accordance with clause 17 of Section-IV and furnishing the performance security.

#### **13. The Bid Security may be forfeited:**

- 13.1 If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.
- 13.2 If the successful bidder fails:
- i) to sign contract in accordance with Agreement as per Section-V.
  - ii) to furnish performance security in accordance with clause 17 of Section-IV as per format at Annexure-3 or
  - iii) If a bid is not secured in accordance with para 11.1 shall be rejected by the Corporation as Non-responsive at the bid opening state and returned to the bidder unopened.
- 13.3 The bid security of unsuccessful bidder will be discharged / returned as early as possible but not later than 30 days after the expiry of the period of bid validity.

#### **14. Terms of Payment:**

14.1 The payment shall be made within 30 working days from the date of receipt of bill in the O/o Managing Director, CSMCL, Chhattisgarh, Raipur. Monthly bills i.r.o vehicles engaged on monthly basis shall be submitted in triplicate to the authority specified in contract along with completed duty slips duly signed by the user by the 5th of the following month for payment. In case, the bills are not submitted to Corporation as per above schedule, it will not take responsibility for delay in payment.

14.2 The triplicate copy of the bill will be returned to the Service Provider duly receipted. The bills should be sent to Corporation for payment vehicle-wise. It should be ensured that there is no overwriting in the duty slips. In no case, duty slip without signature will be accepted for payment and if it is found so, the amount will be disallowed.

14.3 In case the vehicle engaged on monthly basis is to be discontinued during the month, the bill is paid on actual basis, as per terms & conditions.

#### **15. Clause by clause compliance.**

A clause- by – clause compliance of service to be provided shall be given as per Scope of Work **U/S II** and General & Commercial Conditions **U/S-III**.

## **16. Duration / Period of Contract:**

Normally contract is being awarded for 1 year. However, extension for the next year/part thereof will be considered keeping in view the various factors, such as prevailing market price, satisfactory performance of the firm.

## **17. Performance Security:**

17.1 The successful bidder shall be required to deposit an amount equal to 10% of the Tendered value subject to maximum limit of Rs 1 lakhs within 2 weeks of conveying Corporation's intention for accepting the bid as Performance Security.

17.2 Performance Security shall be submitted in the form of Bank Guarantee for a period of one year issued by a scheduled Bank and the Performa provided in **Annexure-3** of the bid document.

17.3 Performance Security will be discharged after completion of Service Provider's performance obligations under the contract.

17.4 If the Service Provider fails or neglects any of his obligations under the contract it shall be lawful for Corporation to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

## **18. Termination of Contract**

18.1 In case of any default by the Service Provider and in any of the terms & conditions (whether General or Special), Corporation may without prejudice to any other right/remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or in part, by giving 2 clear working days notice in writing to the Service Provider.

18.2 All instructions, notices and communications etc. under the contract will be given in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the Service Provider.

18.3 Notwithstanding anything contained herein, Corporation also reserves the right to terminate the contract at any time or stage during the period of contract, by giving two days notice in writing without assigning any reason and without incurring any financial liability whatsoever to the Service Provider.

## **19. Termination for insolvency**

Corporation may also by giving written notice and without compensation to the Service Provider terminate the contract if the Service Provider becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

## **20. Insurance**

The Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the Service Provider. The Service Provider shall arrange necessary insurance cover for any persons deployed by him even for short duration. Corporation shall not entertain any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on Corporation, the same shall be reimbursed /indemnified by the Service Provider.

## **21. Prices:**

21.1 The rates should be on monthly basis. The KM slabs is shown in **Scope of Work in Section-II**.

21.2 Rates charged by the Service Provider for the services given under the contract shall not be higher than the rates quoted by the Service Provider in his bid.

21.3 In case of any reduction of taxes and statutory levies (if any) during the contractual period, Corporation shall take the benefit of decrease in such taxes/ duties for the services to be availed from the date of enactment of revised duties/ taxes.

21.4 In case of increase in taxes/ duties during the contractual period, Corporation shall be liable to revise the rates as per new taxes/ duties for the services to be availed for the remaining period of the contract.

## **22. Price Revision:**

22.1 No escalation is admissible on any account whatsoever during the first three months of the contract. After three months of contract increase or decrease in hire charges due to variation in Fuel rates will be worked out and paid only when the variation to base rate is above 10%. Such increase or decrease

in the hire charges due to these variations shall be worked out from the base rate on the following formula:

**Increase or decrease in Petrol/Diesel during the month =**

Actual KMs run by the vehicle X (Revised rate per litre - Base rate per litre)  
Average KM per liter of Diesel / Petrol consumption (KMPL)

(**Note:** - The Base Rate of Petrol/Diesel is the prevailing rate on the date of commencement of work / contract. The Average KMPL is to be assumed 10 **Kms in case of Diesel driven vehicle**. If there is decrease in Fuel Price, formula will indicate negative figure which means the deduction shall be done from the bill)

- 22.2 The review for change in hire charges due to change in fuel rates shall be affected at the end of quarter, irrespective of start of contract i.e. on 31st March, 30th June, 30 Sept, and 31st December. The change in hire charges, if any, shall be applicable from the 1st day of next quarter. Base Rate of fuel would be fuel prices as on date of award of contract.
- 22.3 In case of minimum average run per litre of fuel (i.e. Average KMPL) as assumed above is not achieved by any vehicle, then the extra cost of fuel consumed by the vehicle on the basis of actual KMPL of fuel will be deducted from the payment due for that vehicle.
- 22.4 The service provider shall submit supplementary bill for reimbursement towards increase in Fuel price on monthly basis without accumulation. This supplementary bill is to be supported with proof of fuel price prevailing on 1<sup>st</sup> of the month.

### **23. Miscellaneous Conditions:**

- 23.1 Corporation reserves right to counter offer price against price quoted by the bidder.
- 23.2 The work will be normally awarded to Bidder offering lowest total price as per Section IV, Clause-5.3.
- 23.3 In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
- 23.4 Corporation reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with Corporation and blacklist such bidder / bidders for a suitable period in case they fail to honor their bid without sufficient ground.

### **24. Force Majeure:**

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance under the contract. It shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of Corporation as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

### **25. Set Off (Recovery of Sum Due):**

26.1 Any sum of money due and payable to the Service Provider (including security deposit refundable to him) under this contract may be appropriated by Corporation and set off the same against any claim of Corporation for payment of a sum of money arising out of this contract or under any other contract made by Service Provider with Corporation.

26.2 In the event of said security deposit being insufficient, the balance of total amount recoverable, as the case may be shall be deducted from any sum due to the Service Provider under this or any other contract with The Managing Director, CSMC Ltd., Chhattisgarh, Raipur. Should this amount be insufficient to cover the said full amount recoverable, the Service Provider shall pay to The Managing Director, CSMC Ltd.,

Chhattisgarh, Raipur on demand the balance amount, if any, due to The Managing Director, CSMC Ltd., Chhattisgarh, Raipur within 30 days of the demand by Corporation.

26.3 If any amount due to the company is so set off against the said security deposit, the Service Provider shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

## **26. Locations where vehicles are likely to be engaged**

The locations where the hired vehicles will be deployed will be decided by Managing Director, CSMCL, Chhattisgarh, Raipur and his decision will be final and will be binding on the approved Bidder.

## **27. The Managing Director Chhattisgarh, reserves -**

- i. The right to reject all or any of the tenders without assigning any reason.
- ii. To split up the tender as deemed necessary.

28. At any time prior to the deadline for submission of bids, the Managing Director Chhattisgarh, for any reason, may modify the bidding documents by amendment.

## **29. Corrupt or Fraudulent Practices.**

- 1) The Tendering Authority requires that the Bidders/Contractors under this tender, observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, "THE TENDERING AUTHORITY":
  - i. Defines for the purposes of this provision, the terms set forth as follows:
    - a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and
    - b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or an execution of a contract to the detriment of the The Tendering Authority, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the The Tendering Authority of the benefits of the free and open competition;
  - ii. Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
  - iii. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.
- 2) The past performance of the bidder will be cross checked if necessary. If the facts are proven to be dubious the bidders tender will be ineligible for further processing.

## **30. Integrity Pact**

The successful bidder has to sign Integrity Pact as per format placed at Annexure-7.

## **31. Tender**

Proper index table should be made of all the Papers/Annexures, mentioning page numbers.

**Each page of the tender including terms and conditions should be duly filled stamped and signed by the Tenderers and must be submitted latest by 3.00 P.M. on 15.1.2018. NO INTERIM ENQUIRY WILL BE ENTERTAINED AND NO TENDER SHALL BE ACCEPTED AFTER THE DUE DATE AND TIME.**

**MANAGING DIRECTOR, CSMC Ltd.,  
CHHATTISGARH, RAIPUR.**

## SECTION- V AGREEMENT FOR VEHICLE HIRE

This agreement is made on this \_\_\_\_\_ day of 2018 between M/S \_\_\_\_\_ (herein after called the Service Provider whose term includes its successors and assignees) whose registered office is at \_\_\_\_\_ and is registered under \_\_\_\_\_ and acting through its authorized official Sh. \_\_\_\_\_

**AND**

Managing Director, CSMC.Ltd., Chhattisgarh (herein after called the Corporation whose term includes its successors and assignees) and acting through its authorized official Sh. \_\_\_\_\_, at O/o Managing Director, CSMC.Ltd., Chhattisgarh, Raipur. The Service Provider will provide Commercial vehicles on hire basis for CSMC Ltd. for official use on the terms and conditions herein contained, and rates as mentioned in Financial Bid. The "Service Provider" has deposited Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as interest free Performance Security.

Now it is hereby agreed and declared by and between the parties in presence of witnesses as followings.

1. The Service Provider shall during the period of this contract, that is to say from \_\_\_\_\_ to \_\_\_\_\_ or until this contract is determined by such notice as herein after mentioned, will provide commercial vehicles not older than three year form the date of issue of Tender, on the rates accepted as described in schedule vide **Appendix-I (To be enclosed)** to this agreement. Corporation shall reimburse that amount of service tax, if any, paid by the Service Provider to the authorities on account of the services rendered by him to Corporation. This reimbursement shall be admissible on production of proof of deposit of the same by the Service Provider. It is agreed by the Service Provider that number of vehicles required is likely to change and may be demanded according to the exigencies of service by Corporation.
2. The Service Provider shall comply with all the terms and conditions of Bid documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following.
3. Service Provider will provide vehicles to Corporation not older than three years and registered for the commercial purpose only and taxes; insurance etc. due on such vehicles shall be the liability of the Service Provider.
4. The Service Provider should provide the particular make & model of vehicle as agreed upon in the contract. The Corporation only reserves the right to substitute it with another similar vehicle. If for any reason whatsoever the Corporation is not happy with the condition of the vehicle provided, the Service Provider's nearest office will be informed immediately and they should accept any liability to replace it as per requirement. If for any reason the Service Provider is not in a position to provide a substitute vehicle as demanded by the Corporation, then the Corporation will be free to engage a vehicle from the open market and debit the expenditure on account of it on the claims payable to the Service Provider
7. Service Provider will submit bills in accordance with Section-IV, Clause (14) of the Bid document to the \_\_\_\_\_ Section of \_\_\_\_\_, of Corporation on monthly basis for release of payment by Corporation.
8. The driver of the vehicle shall always hold a valid Photo Identity Card issued by the Corporation Office or any other local Central / State govt. office competent to issue such cards as per Section-III, clause 8(ii) and also carry duty slips printed by the Service Provider as per the Format prescribed by Corporation, where the date, time, KMs reading, purpose and places visited are to be filled in and signed by the Users / Corporation officials. On the basis of these duty slips, the bills shall be raised to Corporation by the Service Provider. Counting of distance will be from the starting point of the user and closing at the point wherever user completes his / her

travel. The distance covered in each way between user delivery address and the garage/ normal parking place will be allowed on actual basis or 5 KMs whichever is less.

9. If the Service Provider fails to provide the vehicle to Corporation and if the service is not found satisfactory enough, the Corporation shall have the right to terminate the contract in whole or part as per clause (18) of Section IV of Bid Document.

10. In the event of any mechanical failure/breakdown of vehicle after it's reporting for duty, the Service Provider shall arrange for replacement by another Commercial Vehicle. Non-compliance may attract penalty as per Clause (11) of Section III of Bid Document.

11. The following penalties will accrue to the Service Provider in addition to the deduction on hire charges on pro-rata basis. The penalty amount shall be deducted from the running bills besides any other action which may even lead to termination of contract: -

11.1 Non-availability or refusal of vehicles as requisitioned by Corporation for whatsoever reason under this contract shall invite penalty of Rs.300 per occasion.

11.2 The penalty for absence during extra Hours. Rs.100 per occasion and for Temporary absence during duty hours without valid permission shall be Rs.75 per hour of absence.

11.3 If the non-availability or refusal of suitable vehicles exceeds three occasions in any particular month, an additional penalty of Rs.500 per occasion shall be charged for the entire refusals.

12. In case of any accident resulting in loss or damage to property or life, the sole responsibility for any legal or financial implication would vest with the Service Provider. Corporation shall have no liability whatsoever.

13. The Bid Document No. CSMCL/ / / 2018 Dated \_\_\_\_\_ 2018, schedules annexure/appendix which we annexed to this agreement, as schedule "B" & \_\_\_\_\_ respectively shall form part and parcel of this Agreement and integral part of this agreement.

14. That Service Provider is/ shall be liable for any legal dispute/cases/claims that have arisen or may arise during the currency of the agreement in respect of vehicles provided by Service Provider. Corporation shall not be liable for any loss, damages, etc. suffered/ to be suffered by Service Provider or third party as the case may be.

15. If for any reason the Corporation is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hire period, it will be reported to the Service Provider in writing. The Service Provider without raising any dispute on such assessment by the Corporation regarding the standard of the vehicle provided or quality of service rendered by them may immediately replace it with another commercial vehicle on receipt of such complaint.

16. The Service Provider shall also be liable for all fines, penalties, and the like of parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period and any toll Charges or entry Taxes payable locally and the Service Provider accordingly indemnifies the Corporation against all such liability.

17. The Service Provider shall not act as a broker for other hire companies or any individual or transfer or assign or sub-let any part of the service once agreed or any share of interest in any manner or degree, directly or indirectly, to any third party whatsoever and the contract will be valid only if the company signing the contract supplies the vehicles themselves from their own or leased fleet.

18. The Service Provider will also ensure that they will not supply the vehicles to Corporation which are either owned by employees of Corporation either directly recruited or on deputation to Corporation.

19. The Service Provider will not be tampering the meter reading, vehicle usage timings, overwriting of Summary / log sheet and allow misbehavior of driver while on duty. Such incidents shall be viewed seriously, leading to cancellation of contract.

20. Service Provider shall not engage any person below 18 years of age.

21. Rates charged by the Service Provider for the services given under this contract shall not be higher than the rates quoted by the Service Provider in his bid and will be regulated by clauses (21 & 22) of Section-IV of Bid Document. The revision of rates may be allowed on account of increase or decrease in price of Petrol/Diesel/CNG and these variations shall be worked out from the base rate as per formula indicated in Clause (22.1) of Section-IV of Bid Document.

22. The KMs not used during a particular month in Plan (monthly KMs slab) shall be carried over to the subsequent two months and extra KMs if any travelled during these two months will be adjusted against these unused KMs.

24. If the Service Provider institutes any legal proceedings against the Corporation to enforce any of its rights under this agreement it shall be in the legal jurisdiction of Corporation where the vehicle has been hired and not the place where the Service Provider has its registered office.

25. The Service Provider is / shall be responsible for compliance of all the laws / rules/ regulations and Government instructions that are/ will be applicable to and aimed to protect the interest of the employees/ workers engaged by it and shall ensure payment of all the statutory dues/ liabilities as may have arisen during the past 'or' may arise during the course of performance of this contract.

26. Notwithstanding any thing contained in the Bid Document, the successful bidder shall have to furnish an unequivocal and unqualified undertaking / declaration to indemnify Corporation duly attested by a Magistrate / Executive Magistrate.

27. Any notice, request of statement hereunder shall be in writing and deemed to be sufficiently given or rendered when sent by Registered mail or fax to a party's registered office with a copy sent to the attention of:

\_\_\_\_\_  
(Name of Service Provider)

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

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**And**

\_\_\_\_\_  
*Name of The Managing Director, CSMC Ltd., Chhattisgarh, Raipur*

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

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Further, the said notice shall be deemed to have been validly given on (i) business date and time immediately after the date of transmission with confirmed answer back, if sent by facsimile transmission provided such transmission is immediately followed by a Regd. mail or (ii) five days from the date of dispatch, if transmitted by internationally recognized courier or registered air mail.



Signed \_\_\_\_\_

For and on behalf of the Corporation  
Name (caps) \_\_\_\_\_  
Position \_\_\_\_\_  
Date \_\_\_\_\_

In the presence of Witnesses

- 1.
- 2.

Signed \_\_\_\_\_

For and on behalf of the Service Provider  
Name(caps) \_\_\_\_\_  
Position \_\_\_\_\_  
Date \_\_\_\_\_

In the presence of Witnesses

- 1.
- 2.

## SECTION- VI

### (FINANCIAL BID)

#### SCHEDULE OF HIRE CHARGES

No: \_\_\_\_\_ DATED \_\_\_\_\_ (Scheduled Works): Monthly KM Hire Slab:

Name of Division for which Rate offered \_\_\_\_\_

Hire Charges per vehicle/per month (Rs) excluding GST & inclusive of all levies and charges

##### 1. Monthly Kilometer Hiring Slab

S.No.	Monthly Hire slab	Type of Vehicle	Rate per Month Rupees
1.	2500 KMs / month	Multi-Utility Vehicle	Figures _____ Words _____
2	2500 KMs / month	Car (Only for Raipur City)	Figures _____ Words _____

- (2) Extra KM Charges 11 Rs. /KM.  
(3) Night halt charges 200 Rs. /Per Night.

Note:

- (1) The tender will be evaluated on overall lowest total cost arrived for rates quoted from (1) to (4)
- (2) For out station journey and halt, OT claim will not be applicable.
- (3) Taxes if any applicable will be paid extra.
- (4) Extra kilometer payment beyond 2500 Kilometers will only be allowed on prior approval from competent authority MD/JMD/ED.

**SIGNATURE OF BIDDER WITH SEAL**

## Annexure –1

### SUB: HIRING OF VEHICLES FOR FIELD & HQs DUTIES OF CSMC Ltd., Raipur.

Tender Ref: CSMCL/Hiring of Multi-utility Vehicles /17-18/ Dated: 23-12-2017.

### TECHNICAL BID FORM

To be filled in by the Bidder (enclose copy of documents to support your statement)

1.	Name and Postal Address of the Bidder: _____ _____ _____	Phone: Mobile: Fax: E-Mail:
2.	Is your concern Recognised / Registered (Attach Photocopy as a proof)	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Tick as applicable a. Recognized by Govt. of India as Tourist Transport operator b. Registered under Companies Act c. Registered under Shops and Establishment Act d. Registered as firm e. Proprietorship / Any other category (please specify) f. Sister concern of ..... (please specify name)	
3.a	Income Tax Permanent Account Number (PAN): (attach Proof)	
3.b	Service Tax Registration Number : (attach Proof)	
3.c	Registration/Allotment Number of	
	ESI (Attach proof) :	
	EPF (Attach Proof) :	
	Any other social security scheme for workers : (Like group insurance/personal accident insurance/pension etc. for Drivers) (Give details) :	
4.	Experience (attach performance Certificate from the Govt. / PSU Companies / Public Agencies / Firms.: _____ Years	
5.	Detailed Statement of Registered commercial vehicles of 3-year-old or less as per format at Annexure-2.	

**DATE**

**SIGNATURE**

**SEAL**

**ANNEXURE-2**

**Statement of Vehicles owned by the Bidder**

**BIDDER'S NAME:** \_\_\_\_\_

**COMPANY'S NAME:** \_\_\_\_\_

Details of "OWNED" Vehicles of Three Years old or less in our fleet of operation as on date:									
S. No	Registration Number	Model (Year)	Date of Registration	Vehicle Owner's / Name	Vehicle Type	Validity Details			
						Permit	Fitness	Road Tax	Insurance
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

**Note:** Use additional sheets if required.

**Declaration:**

**The details as above furnished are correct and true. I undertake to produce original Documents of the above said vehicles for verification as and when called for.**

**DATE**

**BIDDER'S SIGNATURE**

**OFFICE SEAL**

### Annexure-3

## PERFORMANCE SECURITY BOND

In consideration of Government of Chhattisgarh (here in after called the Corporation, Raipur) having agreed to exempt \_\_\_\_\_ (here in after called the said Service Provider(S) from the demand of security deposit / earnest money of Rs. \_\_\_\_\_ on production of Bank Guarantee for Rupees. \_\_\_\_\_ For the due fulfillment by the said Service Providers of the terms & conditions to be contained in an Agreement in connection with the contract for supply of \_\_\_\_\_ we, (name of the bank) \_\_\_\_\_ (here in after referred to as "the Bank") at the request of \_\_\_\_\_ Service Provider's do hereby undertake to pay to the Corporation, \_\_\_\_\_ an amount of not exceeding \_\_\_\_\_, against any loss or damage caused to or suffered or would be caused to or suffered by the Corporation, \_\_\_\_\_ by reason of any breach by the said Service Provider's of any of the terms & conditions contained in the said agreement.

2. We (name of the bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Corporation, \_\_\_\_\_ stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the Corporation, \_\_\_\_\_ reason of breach by the said Service Provider's of any of the terms & conditions contained in the said agreement or by reason of the Service Providers failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the Corporation, \_\_\_\_\_ in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

3. We undertake to pay to the Corporation, \_\_\_\_\_ any money so demanded notwithstanding any disputes raised by the Service Provider(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating there to our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider(s)/supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from date herein and further agrees to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the Corporation, \_\_\_\_\_ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Corporation, \_\_\_\_\_ certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said Service Provider(s) and accordingly discharges this guarantee.

5. We (name of the bank) further agree with the Corporation, \_\_\_\_\_ that the Corporation, \_\_\_\_\_ shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the said agreement or to extend time of performance by the said contactor(s) from time to time or to postpone for any time to time any of the powers exercisable by the Corporation, \_\_\_\_\_ against the said Service Provider(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider(s) or for any forbearance, and or any omission on the part of

the Corporation, \_\_\_\_\_ or any indulgence by the Corporation, \_\_\_\_\_ to the said Service Provider(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s) / supplier(s)

7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by Corporation.

Dated: \_\_\_\_\_

For \_\_\_\_\_  
(Indicating the name of the bank)

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the stamp act.

## ANNEXURE-4

### LETTER OF AUTHORISATION FOR ATTENDING BID OPENING (To reach on \_\_\_\_\_ or before date of bid opening)

To

Managing Director, CSMC.Ltd., Chhattisgarh  
Raipur.

Subject – Authorisation for attending bid opening on \_\_\_\_\_ (date) in the Tender of \_\_\_\_\_.

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of \_\_\_\_\_ (Bidder) in order of preference given below.

Order of Preference	Name	Specimen Signature
---------------------	------	--------------------

I.

II.

Alternate Representative

Signature of bidder

Or

Officer authorized to sign the bid  
Documents on behalf of the bidder

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

**ANNEXURE-5**

**FORMAT OF DUTY SLIP**

**(Print Name of the company & address)**

Sl. No.....

Date.....

**(to be filled by contractor)**

1. Regn. No of Vehicle : .....
2. A/C or Non-A/C ....., Model & Year ....., Petrol/Diesel/CNG.....
3. Name, Designation & address of user .....
- .....
- .....

---

**(to be filled by user)**

4. Purpose of Journey (detail) .....
5. Places visited .....
6. Meter Reading at Starting Point ..... at closing Point .....
7. Total KMs Run .....
8. Time at Starting Point ..... at closing Point .....
9. Extra Detention Hours (beyond duty Hrs.) .....
10. Charges for Parking/Toll Tax etc.....
11. Number of Night Halts (for outstation journey only) .....

Driver's Name & Signature

Signature of User



## Annexure-6

(Certificate on Non-Participation of near Relatives in the tender called for hiring Light Commercial vehicles on Long Term use in \_\_\_\_\_ Corporation, vide No: Corporation/ \_\_\_\_\_ / \_\_\_\_\_ / 2018, Dt. \_\_\_\_\_ as required under Section-IV, clause (8) of Bid-Documents)

### CERTIFICATE

I \_\_\_\_\_, S/O \_\_\_\_\_,  
R/O \_\_\_\_\_ hereby certify that none of my relative(s) as defined in Section-IV, item (7) of Bid document is/ are employed in Corporation unit as per details given in Bid document. In case at any stage, it is found that the information given by me is false/incorrect, Corporation shall have the absolute right to take any action as deemed fit/ without any prior intimation to me “.

Signed \_\_\_\_\_

For and on behalf of the Service Provider

Name(caps) \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

# ANNEXURE- 7

## PRE-CONTRACT INTEGRITY PACT

### 1. GENERAL

- 1.1. 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 Shri. .... (Designation of the officer, CSMC Ltd.) (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 the Stores/Equipment/Work/Service) and M/s ..... represented by Shri ..... Chief Executive Officer (hereinafter called the "BIDDER/Seller", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) and the Second Party, is willing to offer/ has offered.
- 1.2. 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 Corporation 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: -

- 2.1. Enabling the BUYER to obtain the desired Stores/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
- 2.2. Enabling 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: -

- 3.1. 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, favor 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.
- 3.2. 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.
- 3.3. 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 fade 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 BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means an illegal activity 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: -

- 4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, 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.
- 4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, 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 favor or dis-favor to any person in relation to the contract or any other contract with the Government.
- 4.3. The BIDDER further confirms and declares to the BUYER that the BIDDER in 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.
- 4.4. 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.
- 4.5. 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.
- 4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7. 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.
- 4.8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

## **5. PREVIOUS TRANSGRESSION**

- 5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this 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.
- 5.2. 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**

- 6.1. Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
  - (i) Earnest Money deposit through Bank Draft in favor of Managing Director Chhattisgarh, Raipur payable at Raipur
  - (ii) Security Deposit in form of Bank as per Clause of tender document
- 6.2. The Earnest Money/Security Deposit shall be valid up to 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.
- 6.3. 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 of 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.

6.4. 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**

7.1. 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 proceedings 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 therefore.

(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.

(vi) 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 broken 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 not 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 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 purposes of this Pact.

## **8. FALL CLAUSE**

8.1. The BIDDER undertakes that if 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, then 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**

- 9.1. The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.
- 9.2. 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.
- 9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 9.4. 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.
- 9.5. 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.
- 9.6. The Monitor will submit a written report to the designated Authority of BUYER/Manager in the Corporation/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 correcting 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**

- 13.1. 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.
- 13.2. 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 SIGNATURE**

**BIDDER SIGNATURE**

**Name of the Officer**

**CHIEF EXECUTIVE OFFICER**

**Designation**

**Department/ PSU**

**Witnesses**

**Witnesses**

1).....

1).....

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2).....

2).....

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