

CHHATTISGARH STATE MARKETING CORPORATION LIMITED
CHHATTISGARH, RAIPUR

BID DOCUMENT

TENDER DOCUMENT FOR SUPPLY OF CHILLERS IN LIQUOR SHOPS
OF CHHATTISGARH STATE MARKETING CORPORATION LIMITED.,
RAIPUR

T. No.: CSMCL/Tender/Chiller/2022-23 /1

Dated: 18.11.2022

DATE OF TENDER	:	18.11.2022
LAST DATE AND TIME OF OF TENDER SUBMISSION	:	20.12.2022, 3-00PM
DATE OF OPENING THE TECHNICAL BID	:	20.12.2022, 4-00 PM

ADDRESS OF THE TENDERER:
MANAGING DIRECTOR, CSMCL, 4th Floor, Excise
Building, Chokra Nala, Labhandi Raipur
CHHATTISGARH

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

TOTAL NO. OF PAGES: - 26

Cost of tender form Rs.10,000/- (Rupees Ten thousand only).

To,

Date _____

**Managing Director, CSMCL,
Chhattisgarh, Raipur**

OFFICE OF THE MANAGING DIRECTOR, CSMCL, CHHATTISGARH, RAIPUR

OFFICE OF THE MANAGING DIRECTOR, CSMC, CHHATTISGARH, RAIPUR

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SECTION I

Office of the Managing Director, CSMC, Chhattisgarh, Raipur.

NOTICE INVITING TENDER

T. No.: CSMCL/Tender/Chiller/2022-23 /1

Dated: 18.11.2022

Chhattisgarh State Marketing Corporation Limited, Raipur invites tender for supply, installation and commissioning of chiller as per specifications given in the Annexure attached to the Tender form. All offers should be made in English and should be written in both figures and words.

The bidders are requested to read the tender document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/instructions in this document may disqualify the bidders from the tender exercise. The Managing Director, Chhattisgarh State Marketing Corporation reserves the right to select the item (in single or multiple units) or to reject any quotation wholly or partly without assigning any reason. Incomplete tenders, amendments and additions to tender after opening or late tenders are liable to be ignored and rejected

Intending eligible bidders may download Bid Document from Corporation website <https://excise.cg.nic.in/csmcl> on payment of Rs 10,000/- (Rs. Ten thousand Only) (non-refundable) in form of DD in favor of Managing Director, CSMCL, Chhattisgarh, Raipur. The payment will be accepted in the form of Cross Demand Draft drawn on any Nationalized/Scheduled Bank payable at Raipur in favor of Managing Director, CSMC, Chhattisgarh, Raipur. Bidders shall have to deposit EMD in the form of Demand Draft along with the bid, drawn on any Nationalized/Scheduled Bank payable at Raipur in favor of Managing Director, CSMC, Chhattisgarh, Raipur.

Schedule to the invitation of Tender

1. Designation and address of the authority Inviting tender	Managing Director, CSMC, Chhattisgarh, Raipur
2. Tender Number	CSMCL/Tender/Chiller/2022- 23 /1
3. Estimated Cost of Work	Rs. 40,00,000.00
4. EMD	Rs. 1,20,000.00
5. Minimum Validity of Tender offer	180 days from the date of opening.
6. Duration of contract	1 year

(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. 10,000.00 as cost of documents and the same should be kept with the TECHNICAL BID in addition to DD as Bid security.)

**Managing Director, CSMCL,
Chhattisgarh, Raipur**

SECTION -II

Terms and Conditions:

1. The technical and financial bids should be quoted separately and put in different sealed envelopes marked "**Technical bid**" or "**Financial bid**" as applicable. These separate bids envelopes are to be put in an outer envelope which should also be sealed.
2. The technical and financial bids should be submitted in original. The financial bid should include the cost of main equipment/item and its accessories including the cost of installation and commissioning.
3. Each individual sealed envelope as well as the outer envelope should be marked with the following reference on the top left hand corner: "**T. No.: CSMCL/Tender/Chiller/2022-23 /1 Dated: 18.11.2022**"
4. The printed literature and catalogue/brochure giving full technical details should be included with the technical bid to verify the specifications quoted in the tender. The bidders should submit copies of suitable documents in support of their reputation, credentials and past performance.
5. The rates should be quoted in figures (typed or printed) and cutting should be avoided. The final amount should be in figures as well as in words. If there are cuttings, they should be duly initialed, failing which the bids are liable to be rejected.
6. Any bids received after **3:00 P.M. on 20th December, 2022** shall not be considered
7. The Technical Bids will be opened on **20th December, 2022 at 04:00 P.M.** The date and time for opening of Financial Bids will be informed later on to the technically qualified bidders.
8. While sending rates, the firm shall give an undertaking to the effect that "*the terms/ conditions mentioned in the enquiry letter/Tender Notice against which the rates are being given are acceptable to the firm.*" In case the firms do not give this undertaking, their rates will not be considered.
9. The tender can be downloaded from corporation's website <https://excise.cg.nic.in/csmcl>
10. If the supplier/firm is original equipment manufacturer (OEM)/authorized dealer/sole distributor of any item, the certificate to this effect should be attached.

11. The quantity shown against the item is approximate and may vary as per demand of the Corporation at the time of placing order.
12. The tender documents should be personally submitted and if sent through courier, speed post or registered post should reach before the specified date and time. The tenders received after the specified date and time shall not be considered.

The postal address for submitting the tenders is:

**"Deputy General Manager,
4th Floor, O/o Managing Director,
Chhattisgarh State Corporation Limited,
Raipur, Chhattisgarh, India"**

13. In the event of any dispute or difference(s) between the vendee Corporation and the vendor(s) arising out of non-supply of material or supplies not found according to specifications or any other cause whatsoever relating to the supply or purchase order before or after the supply has been executed, shall be referred to "The Managing Director, CSMC", Raipur who may decide the matter himself or may appoint arbitrator(s) under the arbitration and conciliation Act, 1996. The decision of the arbitrator shall be final and binding on both the parties.
14. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
15. All disputes shall be subject to Raipur Jurisdiction only.
16. All tenders in which any of the prescribed conditions is not fulfilled or any condition is put forth by the tenderer shall be summarily rejected.
17. CSMC reserves the right to cancel the tender at any point of time without assigning any reason.
18. The bidders or their authorized representatives may also be present during the opening of the Technical Bid, if they desire so, at their own expenses.

Note: Price bids of only those bidders will be opened whose technical bids are found suitable by the committee appointed for the purpose. Date and time of opening of price bids will be decided after technical bids have been evaluated by the committee. Information in this regard will be intimated to the technically qualified bidders. In exceptional situation, an authorized committee may negotiate price with the qualified bidder quoting the lowest price before awarding the contract.

19. Clarifications:

In case the bidders requires any clarification regarding the tender documents, they are requested to contact our office ([e-mail:tender.csmcl@gmail.com](mailto:tender.csmcl@gmail.com)) on or **before 10/12/2022**.

20. Tender Cost:

A Demand draft of **Rs. 10,000/- (Rupees Ten Thousand only)** towards non-refundable **tender fee, drawn in favour of "Managing Director, CSMCL, Raipur"** payable at Raipur should accompany the Technical bid documents. In the absence of tender cost, the tender will not be accepted

21. Earnest Money Deposit (EMD):

Earnest Money Deposit (EMD) in the shape of DD from a scheduled bank in India (**valid for a minimum period of 3 months from the date of submission of tender**) should accompany the bid documents. The DD drawn in favour of "**Managing Director, CSMC, Raipur**" payable at Raipur should accompany the bid documents. The EMD should be kept in a separate sealed envelope, should be marked clearly and put in the outer envelope that contains the technical and financial bid envelopes. The bidders should enclose a pre-receipted bill for the EMD to enable us to return the EMD of unsuccessful bidders. Failure to deposit **Earnest Money** will lead to rejection of tender. The bidders should submit separate EMD. In the event of the awardee bidder backing out, EMD of that bidder will be forfeited. The bidders should submit separate EMD for each item, if quoting for more than one item.

22. Minimum Eligibility Criteria:

- a. Bidders should be the manufacturer / authorized dealer. Letter of Authorization from original equipment manufacturer (OEM) on the same and specific to the tender should be enclosed.
- b. Reputed OEM Firm or its Authorized dealer who have supplied at least 10 Chillers/Freezers to any Government Department/Organization or PSUs are eligible to supply. In case of Authorized Dealer of OEM the dealer should have itself supplied the Chillers/Freezers. A proof in form of Purchase Order and successful delivery challan shall be submitted with the tender form..
- c. OEM should be internationally reputed Branded Company.
- d. I.T.C.C. of last three financial years
- e. Annual report (Balance Sheet and Profit & Lost Account) of last 3 financial years.
- f. Non-compliance of tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between bidder specification and supporting documents etc. may lead to rejection of the bid.
- g. **Furnishing of wrong/ambiguous information in the compliance statement may lead to rejection of bid and further black listing of the bidder, if prima-facie it appears that the information in the compliance statement was given with a malafide/fraudulent intent.**
- h. **Each and every page of Bid Document should be duly signed along with company seal.**
- i. **GST Registration certificate**
- j. **Firm Registration certificate.**

23. Prices:

- a. The Prices quoted should be inclusive of all taxes or duties, packing, forwarding, freight, insurance, delivery and commissioning etc. at destination site. The destination site is mentioned in Annexure-IV. The rates shall be firm and final. Nothing extra shall be paid on any account. **In the price bid/financial bid, the vendor should clearly mention the final price along with breakup for supply of item to destination liquor shops.**

- b. In case of imported equipment(s)/item(s), the agency commission, if any, payable in Indian rupees should be mentioned separately. For imported equipment, the Letter of Credit will be opened for the amount excluding agency commission in Indian Rupees. The firm should clearly mention the address of foreign bank in the financial bid.

24. Validity:

The bid should be valid for acceptance up to a period of 180 Days. The Bidders should be ready to extend the validity, if required without any additional financial implications.

25. Delivery:

The Equipment should be delivered and installed within the period as specified in the purchase order and be ready for use within 2 weeks of the issue of purchase order unless otherwise prescribed. If the bidder fails to deliver and place any or all the Equipment or perform the service by the specified date, penalty at the rate of 1% per week of the total order value subject to the maximum of 10% of total order value will be deducted.

26. Training:

Bidders need to provide adequate training to the nominated persons of CSMC at their cost. CSMC will not bear any training expenditure.

27. Warranty Declaration:

Bidders must give the comprehensive on-site warranty for 3 years as required from the date of successful installation of Equipment against any manufacturing defects and also give the warranty declaration that *"everything to be supplied by us hereunder shall be free from all defects and faults in material, workmanship and shall be of the highest quality and material of the type ordered, shall be in full conformity with the specification and shall be complete enough to carry out the experiments, as specified in the tender document."*

Any deviation in the material, and the specifications from the accepted terms may liable to be rejected and the bidders need to supply all the goods in the specified form to the satisfaction / specifications specified in the order / contract and demonstrate at their own cost.

28. Performance Bank Guarantee: A performance bank guarantee from a scheduled bank in India for an amount equal to 10% of Estimated Cost for duration of two months beyond the expiry of warranty period will be taken from the supplier or Indian agent. **The format is annexed with the tender document.**

29. Terms of Payment: Payment will generally be made only after delivery and satisfactory installation, testing, commissioning etc. **This must be specified in the tender/quotation.**

- In case of imported supplies, payment (excluding Indian agency commission, if any) will be made through irrecoverable Letter of Credit in two installments. 80 % of the money will be released on submission of shipping of documents. Remaining 20 % will be released after successful installation of the instrument and submission of a performance bank guarantee.

30. Tender expenses and documents: All costs incurred by the bidder in the preparation of the tender shall be at the entire expense of the bidder.

- 31. Tender Evaluation Criteria:** The technical bids will be opened and evaluated by a duly constituted committee. After evaluation of the technical bid, the financial bid for only those offers which have qualified in the evaluation of technical bid will be opened.
- 32. Return of EMD:**
- The earnest money of unsuccessful bidders will be returned to them without any interest within 15 working days after awarding the contract.
 - The earnest money of the successful bidder will be returned to them without any interest within 15 Days after submission of Performance Bank Gurantee.
- 33. Manual and documentation:** All the manuals necessary for operating and servicing the equipment (including details of electronic circuits) will have to be provided along with the instrument.
- 34.** Bidders should go through the tender terms, conditions and specifications carefully and fill in the attached compliance statement accurately and unambiguously. They should ensure that all the required documents are furnished along with the bid.

Sd/-
Managing Director

SECTION III

BID PARTICULARS

1. Name of the Supplier

2. Address of the Supplier

3. Availability of demonstration of equipment : Yes / No

4. Tender cost enclosed: : Yes/No if yes

D.D. No. _____ Bank _____ Amount _____

5. EMD enclosed : Yes / No if (Yes)

D.D. No. _____ Bank _____

6. Name and address of the Officer/contact person to whom all references shall be made regarding this tender enquiry.

Name

Address

Telephone No.

Fax No.

Mobile No

e-Mail

Web

Technical Specification for Chiller(Minimum)

S. NO.	DESCRIPTION	DETAILS
1.	Gross Capacity	405lts
2.	Tank Volume	400 lts
3.	Temperature Range	2 to 8 Degree Centigrade
4.	Supply	230V-1Ph-50Hz
5.	Number of Lids	2
6.	Wheel/Legs	Heavy Duty Wheels
7.	PUF Thickness	50 mm
8.	Inner Tank Material	Stainless Steel/Aluminum.
9.	Outer Material	Tough Powder Coated
10	Warranty	Three Year Warranty
11	Transportation and Installation	The chillers are to be supplied as per workorder and has to be installed in shops suitably along with minor wiring and supply of 15 amperes plug and socket along with board for smooth functioning.

COMPLIANCE STATEMENT FOR THE TENDER SPECIFICATIONS

S. NO	Check list of documents/ Undertakings ?	YES/NO	Remarks (Give explanation if answer is No)
1	Is Tender fees attached?		
2	Is EMD attached? (if applicable)		
3	Is the bidder original equipment manufacturer (OEM)/authorised dealer?		
4	If authorised dealer, recent dated certificate to this effect from OEM, attached or not?		
5	Undertaking from OEM regarding technical support and extended warranty period		
6	Validity of 180 days or not?		
7	Undertaking from bidder regarding acceptance of tender terms and conditions		
8	Whether list of reputed users (along with telephone numbers of contact persons) for the past three years specific to the instrument attached.		
11	Does the instrument complies with all the required specifications as per annexure 1. Attach a separate sheet showing compliance with the specifications and explanations thereto if the equipments varies from the requested specifications.		
12	Whether free Installation, Commissioning and Application Training offered.		
13	Whether required comprehensive onsite extended warranty offered.		

PRICE BID

**TENDER FOR SUPPLY AND INSTALLATION OF CHILLERS IN LIQUOR SHOPS OF
CHHATTISGARH**

TO:

The Managing Director,
CSMCL,
Raipur.

Sir,

After having carefully read the tender documents, I hereby offer tender for supply and installation of Chiller in liquor shops as per terms and conditions and declaration and accepted all terms in full without any reservation and signed in all the pages as directed

ITEMS	Rate offered for one Chiller	
	Rate offered in Words	Rate offered in figures
(1)	(2)	(3)
Chiller Gross Capacity 405 Liters (Minimum)	Rs _____	Rs _____

Note:

1. The above mentioned fee is inclusive of applicable taxes, if any.
2. No transportation charges will be paid for supply of items in districts.
3. If discrepancy is found in rates offered in figures and words, the rate offered in figures will be treated as final.
4. The quantity to be supplied is mentioned in Annexure IV.

Annexure – IV

Requirement of Chiller for Shops (District wise)		
S.No	Item Required	Number of Chillers Required in Shops
1	Chiller	100

Annexure- V

AGREEMENT FORMAT

This agreement is made on this _____ day of 2022 between M/S _____ (herein after called the Supplier 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 Supplier will provide Chiller for CSMCL for official use on the terms and conditions herein contained, and rates as mentioned in Financial Bid. The "Supplier" has deposited Rs. _____ (Rupees _____) as interest free Performance Security.

Now these present witnesses and it is hereby agreed and declared by and between the parties to these present as followings.

1. The Supplier 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 Chiller form the date of issue of Tender, on the rates accepted inclusive of taxes.
2. The Supplier 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. Supplier will provide Chillers to Corporation at the shop location as per quantity mentioned Purchase Order for each shop.
4. The supply will include freight, Handling and installation charges.
5. Supplier will submit bills in accordance with clause 29 for release of payment by Corporation.
6. The bills submitted should be inclusive of all Taxes and verified.
7. If the Supplier fails to provide the Chiller 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 Bid Document.
8. In the event of any mechanical failure/breakdown of Chiller during warranty period the supplier will attend the same free of Cost. In case of failure the same will be got attended from other agency and the expenditure will be deducted from supplier.
9. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the Supplier. Corporation shall have no liability whatsoever.

10. The Bid Document No. T. No.: CSMCL/Tender/Chiller/2022-23 Dated: 18.11.2022, 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.

11. That Supplier 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 Chillers provided by Supplier. Corporation shall not be liable for any loss, damages, etc suffered/ to be suffered by Supplier or third party as the case may be.

12. If for any reason the Corporation is dissatisfied in any way with the standard of the Chiller or felt deficiency in service during the warranty period, it will be reported to the Supplier in writing. The Supplier without raising any dispute on such assessment by the Corporation regarding the standard of the Chiller provided or quality of service rendered by them may immediately attend such complaint.

13. The Supplier shall not act as a broker for other other companies or any individual or transfer or assign or sub-let any part of the supply 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

14. If the Supplier 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 CSMCL has its headquarter and not the place where the Supplier has his registered office.

15. The Supplier 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.

16. 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 Supplier)

Address: _____

Tel: _____ Fax: _____ E-mail: _____

And

Name of representative of The Managing Director, CSMCL, 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.

IN WITNESS WHEREOF the parties have to have their respective hands and seals to this agreement in the presence of witnesses on thi ____Day of ____ (Month)_____(Year).

Signed _____

Signed _____

For and on behalf of the Corporation

For and on behalf of the Supplier

Name (caps) _____

Name(caps) _____

Position _____

Position _____

Date _____

Date _____

In the presence of Witnesses

In the presence of Witnesses

1.

1.

2.

2.

Annexure-VI

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 Supplier(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 Suppliers 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 _____ Supplier'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 Supplier'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 Supplier's of any of the terms & conditions contained in the said agreement or by reason of the Suppliers 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 Supplier(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 Supplier(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 Supplier(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 Supplier(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 Supplier(s) or for any forbearance, and or any omission on the part of

the Corporation, _____ or any indulgence by the Corporation, _____ to the said Supplier(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 Supplier(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-VII

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-VIII

NEAR RELATIVE CERTIFICATE

I _____, S/O _____,
R/O _____ hereby certify that none of my relative(s) 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 Supplier

Name(caps) _____

Position _____

Date _____

The near relative (s) means:

- a) Members of a Hindu Undivided family;
- b) They are husband and wife.
- c) The one is related to the other in manner as father, mother, son(s) & son's wife (daughter-in-law), Daughter (s) & daughter's husband (son-in-law), brother (s) and brother's wife, sister (s) and sister's husband (brother-in-law)

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Limited Company by all the Directors of the company or company secretary on behalf of all directors). Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.

ANNEXURE- IX

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, CSMCL) (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 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 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 Clauses 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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