

GOVERNMENT OF CHHATTISGARH
Office of the Deputy Director Veterinary Services

All the norms of material as per SOR of RES

RAJNANDGAON

APPENDIX 2.15
(PARAGRAPH 2.091)

Form- c

OFFICE OF THE DEPUTY DIRECTOR VETERINARY SERVICES- RAJNANDGAON

- | | | |
|---|----|---|
| 1. NIT NO. | :- | NIT:10303/ddvs/manrega/18-19/rajnandgaon
dt27/12/2018 |
| 2. Name of Work | :- | Charagah Vikas and Jal MridaSanrakshanKarya
(चारागाह विकास एवं जल मृदासंरक्षण कार्य) |
| 3. Issued to Shri/ M/s | :- | |
| 4. Amount of Contract | :- | Rs 9,35,072/- |
| 5. Amount of Earnest Money | :- | Rs 9,350 /- |
| 6. Cost of Tender Form | :- | Rs 1,500/- |
| 7. Time allowed for Completion/
Supply of the Work/Materials | :- | 3Month |
| 8. Receipt Due Date | :- | 17/01/2019 |

APPENDIX 2.15

(See Paragraph 2.091)

GOVERNMENT OF CHHATTISGARH

Office of the Deputy Director Veterinary Services

All the norms of material as per SOR of RES

RAJNANDGAON

FORM-C

(Tender and Contract for Supply of Materials)

(General Rules and Directions for the Guidance of Contractor)

1. All supplies proposed to be obtained by contract will be notified in a form invitation to tender posted. Public place and signed by the Office of the Deputy Director Veterinary Services.

The form will state the supplies to be made as well as the date for submitting and opening tenders and the time allowed for carrying out the work also the amount of the earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successfully tenders and the percentage, if any, to be deducted from bills. It will also state whether refund of quarry fees, royalties, octroi and ground rents will be granted copies of the specifications and any other documents required in connection with the work signed for the purpose of identification by the Office of the Deputy Director Veterinary Services shall also be open for inspection by the Contractor at the Office of the Deputy Director Veterinary Services, during office hours.

2. In the event of the tender being submitted by a firm it must be signed separately each member thereof, or in the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney should be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.
3. Any person who submits a tender shall fill up the usual printed forms stating at what rate he is willing to undertake each item of the work. Tenders which propose any alternation in the work specified in the said for of invitation to tender, or in the time allowed for carrying out the work of which contain any other conditions of any sort will be liable to rejection. No single tender shall include more than one work but bidders who wish to tender for two or more work shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

4. The Office of the Deputy Director Veterinary Services will open tenders in the presence of any intending bidder who may be present at the time and will enter the amounts of the several tenders in a comparative statement in suitable form Receipts for earnest money will be given to all tenders excepts those whose tenders are rejected and whose earnest money is refunded on the day that the tender is opened.
5. The officer competent to dispose of the tender shall have the right of rejecting all or any of the tenders.
6. The receipt of clerk for any money paid by the bidder will not be considered as any Acknowledgement or payment to Office of the Deputy Director Veterinary Services and the Contractor shall be responsible for seeing that he procures a receipt signed by Office of the Deputy Director Veterinary Services, or any other person duly authorized by him.

TENDER FOR THE SUPPLY OF MATERIALS

I/we hereby tender for the supply for the Government of Chhattisgarh of the materials, described in the under mentioned memorandum according to the specification within the time specified and at the rates specified therein subject to the conditions here up to annexed.

MEMORANDUM

Earnest Money Rs. -9,350.00

Security Deposit (Including Earnest Money 8 Percentage if any, to be deducted from bills + IT, CT & ROYALTY. *This Percentage, Where on Security Deposit is taken Will Vary From 5 Percent to 10 Percent According to the case. Where Security Deposit is taken See note to clause 1 of condition of contract.

Description or specification of materials to be supplied	Total quantities of each to be supplied	Places at which to be delivered	Quantities to be delivered at each place	Dates by which delivery at all places must be completed	Rates at which articles are to be supplied inclusive of every demand	unit	Total cost of each article inclusive of every demand	Remarks.
1	2	3	4	5	6	7	8	9
40 मिमी. गिट्टी	29.06 घ.मी.	AS PER SITE	AS PER SITE	3 Month		घ.मी.		
20 मिमी. गिट्टी	13.96घ.मी.	AS PER SITE	AS PER SITE	3 Month		घ.मी.		
12 to 6मिमी. गिट्टी	10.26घ.मी.	AS PER SITE	AS PER SITE	3 Month		घ.मी.		
रेत	33.64घ.मी.	AS PER SITE	AS PER SITE	3 Month		घ.मी.		

सीमेंट	414.00 बोरी	AS PER SITE	AS PER SITE	3 Month		बोरी		
लोहा छड़	2710.00कि.ग्रा.	AS PER SITE	AS PER SITE	3 Month		कि.ग्रा..		
मोरम	21.60घ.मी.	AS PER SITE	AS PER SITE	3 Month		घ.मी.		
इंट	7035No.	AS PER SITE	AS PER SITE	3 Month		नग		
लोहे का गेट (150kg)	01	AS PER SITE	AS PER SITE	3 Month		नग		
Shuttering work(Rent)	225.72 वर्ग.मी.	AS PER SITE	AS PER SITE	3 Month		वर्ग.मी.		
सूचनाबोर्ड	1.00 नग	AS PER SITE	AS PER SITE	3 Month		नग		
चेनलिंग 50X50मी.मी.	1350 वर्ग.मी.	AS PER SITE	AS PER SITE	3 Month		वर्ग.मी.		

Should this Tender be accepted. I/We hereby agree to abide by and fulfill all the terms to the above specification and all the conditions annexed hereto, or in default thereof, forfeit and pay to the Governor of Chhattisgarh or his successors the penalties or sums or money mentioned in the said conditions.

The sum of RS. in currency note is sent here with, forwarded earnest money. The full value of which is to be absolutely forfeited to the said Governor or his successors in office without prejudice to any other right or remedies of the said Governor or his successors in office, should I/We fail to commence supply of the materials specified in above memorandum or" (a) should I/We not deposit the full amount of security in accordance with clause 1 (A) of the conditions of contract, otherwise the said sum RS. shall be retained by Government on account of such security deposit as aforesaid, or (B) *** the full value of which shall be retained by Government on account of the security deposit in clause 1 (B) of the said conditions of contract.

.....
Signature of withes to
Signature of tendereR
Name & Address.....
.....
.....
Date

.....
Signature
Name & Address.....
.....
.....
Date

The above tender is hereby accepted by me on behalf of the Governor of Chhattisgarh

.....

**Signature of the Officer by
Whom the tender is accepted**

CONDITION OF CONTRACT

1- The person/persons whose tender may be accepted (hereinafter called the Contractors which expression shall unless excluded by or repugnant to the context include his heirs/executors/administrators/representatives and assigns) shall ** (A) (within one day for a contract of Rs. 1-000 or less, two days for one of Rs. 2.000 or less and so on up to a limit of ten days of the receipt by him of the notification of the acceptance of his tender deposit with the Office of the Deputy Director Veterinary Services in cash, or Government securities endorsed to Office of the Deputy Director Veterinary Services, (if deposited for more than 12 month) a sum sufficient with the amount of earnest money deposited by him with his tender to make up the full security deposit specified in the tender in the or ** (B) permit Government at the time of making any payment to him for work done under the contract to deduct such sums as will [with the earnest money deposited by him] amount to *** Percent of all moneys so payable, such deductions. To be held by Government by way of security deposit] provided always that in the event of contractor depositing a lump sum by way of security deposit as contemplated at (A) above, then and in such case if the sum so deposited shall not amount to **** percent of the estimated cost of the work, it shall be lawful for government at time of making any payment the contractor for work done under the contract to make up the full percentage of Percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from or paid by the sail of a sufficient part of his security deposit, or from the interest arising there from, or from any sums which may be due or may become due to the contractor by Government on any account whatsoever, and in the event of his security deposit, being reduced by reason of any such deduction or sale as afore said, the Contractor shall within ten days thereafter make good In cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof the security deposit referred to, when paid in cash, may at the cost of the depositor be converted into interest bearing securities provided that the depositor has expressly desired this in writing.

2- The time allowed for the supply of materials as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence supply of materials is given to the contractor. The supply of materials shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to the essence of the contract on the part of the contractor) and the Contractor shall pay as liquidated damages an amount equal to one percent or such smaller amount as the Office of the Deputy Director Veterinary Services may decide on the amount of estimated cost of the whole of the materials as shown in the tender for every day that the supply remains uncompleted, or unfinished after the proper dates. And further to ensure good progress during the supply of materials exceeds one month, to complete one fourth of the whole of supply before one fourth of the whole time allowed under the contract has elapsed , one half of the supply before one half of such time has elapsed in the event of the Contractor failing to comply with this condition he shall be liable to pay as liquidated damages an amount equal to one percent or such smaller amount as the Office of the Deputy Director Veterinary Services may decide on the said estimated cost of the whole of the materials for every day that the due quantity of supply remains incomplete. provide always that entire amount of liquidated damages to be paid under the provisions of this clause shall not exceed to percent on the estimated cost of the supply of materials as shown in the tender.

3. In Every case in which the payment or allowance mentioned in clause 2 shall have been incurred for ten consecutive days. The Office of the Deputy Director Veterinary Services shall have power either to annul the contract altogether or to

have the supply completed without further notice at the contractor's risk and expense as he may deem best suited to the interest of Government and the contractor shall have no claim to compensation for any loss that he may incur any way.

4. If the contractor shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in this tender he shall apply in writing to the Office of the Deputy Director Veterinary Services who shall if in his opinion(which shall be final) reasonable grounds be shown there for authorize such extension for a period not exceeding three months any further extension shall be subject to the previous sanction of the superintending Engineer.

5. The contractor shall give notice to Office of the Deputy Director Veterinary Services (hereinafter called the Engineer-in-charge) of his intention of making delivery of materials and on the materials being approved a receipt shall be granted to him by Office of the Deputy Director Veterinary Services or his assistant and no materials will be considered as delivered until so approved.

6. The Engineer in charge shall have power to make any alterations in omissions from additions to or substitution for the supply of the materials as specified in the tender which may appear to him to be necessary during the progress of the supply and the contractor shall be bound to carry out the supply in accordance with such instruction as may be given to him in writing signed by Engineer in charge and such alterations omissions additions or substitutions shall not invalidate the contract and any additional altered or substituted supply which the contractor may be directed to make as hereinbefore provided as part of the supply under this contract shall be carried out by contractor on the same conditions in all respects as are herein contained and at the same rate as are specified in the tender the time for the completion of the supply shall be extended in the proportion that altered additional or substituted supply bears to the original supply contracted for and the certificate of the Engineer in charge shall be conclusive as to such proportion and if the altered additional or substituted supply includes any class of supply for which no rate is specified in this contract then such class of supply shall be carried out at the rate entered in the schedule of rate of the..... Distt. Which was in force at time.

Of the acceptance of the contract. Provided that when the tender for the original supply is a percentage below/above the schedule of rates, the altered, additional or substituted supply required as aforesaid shall be chargeable at the said schedule of rate minus/plus the same percentage deduction/addition and if such class of supply is not entered in the said schedule of rate then the contractor shall within seven days of the date of his receipt to the order to carry out the supply inform the Engineer-in charge of the rate which it is his intention to charge for such class of supply and if the Engineer-in charge does not agree to this rate, he shall, by notice in writing be at liberty to cancel his order to carry out such class of supply and arrange to carry it out in such manner as he may consider advisable. Provided always that if the contractor shall commence supply or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then and in such case he shall only be entitled to be paid in respect of the supply carried out or expenditure incurred by him prior to the date of determination of the rate as aforesaid according to such rate/rates as shall be fixed by the Engineer –in-charge in the event of a dispute, the decision of the S.E. of the circle shall be final.

7. if at any time after the execution of the contract document, the Engineer in charge shall. For any reason whatsoever. Require the whole or any part of the supply as specified in the tender, to be stopped for any period or shall not require the whole or part of the supply to be carried out he shall give notice in writing of the fact to the contractor who shall thereupon suspend or part of the supply to tally or partially as the case may be in any such case except as provided hereunder the contractor shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derive from the execution of the supply in full but which he did not so derive in consequence of the full supply not having being allowed to be carried out or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased, or for

unemployment of labor recruited by him he shall not also have any claim for compensation by reason of any alteration having been made in original specifications location of work, quantities and instructions which may involve any curtailment of the supply as original contemplated, where however materials have already been purchased or agreed to be purchased by the contractor before receipt of the said notice. The contractor shall be paid for such materials at the rates determined by the Engineer-in-charge. provided they are not in excess of requirements and are of approved quality and or shall be compensated for the loss. if any that he may be put to in respect of materials agreed to be purchased by him, the amount of such compensation to be determined by the Engineer-in-charge whose decision shall be final. If the contractor suffers any loss on account of his having to pay labour charges during the period during which stoppage of supply has been ordered under this class the contractor shall on application be entitled to such compensation on account of labour charges as the Engineer-in-charge whose decision shall be final may consider reasonable provided that the contractor shall not be entitled to any compensation on account of labour charges. If in the opinion of the Engineer-in-charge the labour could have been employed by the contractor elsewhere for the whole or part of the period during which the stoppage of supply has been ordered as aforesaid.

8. On completion of the delivery of materials the contractor shall be furnished with a certificate to that effect by the Engineer-in-charge but the delivery will not be considered complete until the contractor shall have removed all rejected materials. And shall have the approved materials. Stacked placed in such position as may be pointed out to him.

9. Payment will ordinarily be made once a month to the extent of the nine tenths of the quantity delivered each month. But all such payments made shall be considered as payment on account to be covered by the final bill for complete supply.

10. The material shall be of the best description and in strict accordance with the specification and the contractor shall receive payment for such materials only as are approved and passed by the Engineer-in-charge.

11. In the event of the materials being considered by the Engineer-in-charge to be inferior to that described in the specification the contractor shall on demand in writing forthwith remove the same at his own charge. And cost and in the event of his neglecting to do so within such period as may be named by the Engineer-in-charge that officer may have such rejected materials removed at the contractor risk and expenses incurred being liable to be deducted from any sum due or which may become due to the contractor.

12. Receipts for payment made on account of a work when executed by a firm must also be signed by several partners, except where the contractor are described in tender as firm in which case the receipts must be signed in the name of the firm by one of the partner or by some other person having authority to give effectual receipts for the firm.

13. If the contractor or his work people or servants shall break, deface, injure or destroy any part of a building in which they may be working or any building, road, road curbs, fence, enclosure, water pipes, cables, beams electric or telephone post or wires grass or grassland or cultivated ground the contractor shall make the same good at his own expense or in default the Engineer in charge may cause the same to be made good by other workmen and deduct the expense (of which certificate of the Engineer in charge shall be final) from any sums that be then or at any time there after may become due to the contractor or from his security deposits or the proceeds of sale thereof of a sufficient portion thereof.

14. Under no circumstances whatever shall the contractor be entitled to any compensation from Government or any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one the rights of government under section 12, sub-section (2) of the said act. Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by government to the contractor whether under this contract or otherwise government shall not be bound to contest any claim made against them under section 12, sub-section (1) of the said act. Except on the written request of the contractor and upon his giving Government

full security for all cost for which Government might become liable in consequence of contesting such claim.

16. The contractor shall supply at his own expenses all tools. Plants and implements required for the due fulfillments of his contract and the materials shall remain at his risk till the date for final delivery unless it shall have been in the mean time removed for use by the Engineer-in-charge.

17. No materials shall be brought to site or delivered on Sunday without the written permission of the Engineer-in-charge.

18. The contract shall not be sublet without the written permission of the Office of the Deputy Director Veterinary Services in the event of the contractor subletting his contract without such permission he shall be considered to have there by committed a breach of contract. And shall forfeit his security deposit. And shall have no claim for any compensation for any loss that may occur from the materials he may have collected or engagements entered into.

19. The decision of the superintending Engineer for the time being. Shall be final conclusive and binding on all parties to the contract upon all questions relating to the meaning of specification and instructions hereinbefore mentioned and as to quality of materials or as to any other question, claim right matter or thing whatsoever in any way arising out of or relating to the contract specification instruction orders or these conditions or otherwise concerning the supplies whether to the arising during the progress of delivery or after the completion or abandonment thereof.

20. On the breach of may any term or this contract by the contractor the said governor shall be entitled to forfeit the security deposit or the balance there of that may at that time be remaining and to realize and retain the same as damages and compensation for said breach but without prejudice to right of the said government to recover any further sums as damages from any sums due or which may become due to the contractor by Government or otherwise howsoever.

21. If Government declare a state of famine to exist in any village situated within 16 km of work the contractor shall employ upon such parts of the work as are suitable for unskilled labour any person certified to him by the Executive Engineer or by any person to whom the Executive Engineer may have delegated this duty in writing to be in need of relief and shall be bound to pay such persons wages not below the minimum which government may have fixed in this behalf any dispute which may arise in connection with the implementation of this clause shall be decided by the Executive Engineer whose decision shall be final and binding on the contractor.

22. All quarry fees, royalties' octroi duties and ground rent for stacking materials, if any should be paid by the contractor who will however be entailed to a refund of such of the charges as are permissible under the rules on obtaining a certificate from Engineer-in charge that the materials were required for use on Government work.

23. The contractor shall pay not less than fair wages to laborers engaged by him on the work.

Explanation :-

- (a) " Fair wage" means wages whether for time or piece work notified at the inviting tenders for the work and where such wages have not been so notified, the wages prescribed by the works department for the division in which the work is done.
- (b) The contractor shall notwithstanding the provisions of any contract cause to be paid a fairwaters to laborers directly or indirectly engaged on the work including any labour engaged by his sub-contractor in connection with the said work as if the laborer had been immediately employed by him.
- (c) In respect of all labour directly employed on the works for the performance of the contractor part of his agreement. The contractor shall comply with or cause to be complied with the LabourAct. in force.

- (d) The Executive Engineer/ Office of the Deputy Director Veterinary Services shall have the right to deduct, from the moneys due to the Contractor any sum required for making good the loss suffered by a worker or workers by a reason of non-fulfillment of conditions of the contract for the benefit of the workers/workers, non-payment of wages or of deduction made from his or their wages, which are not justified by their terms of the contract non-payment observance of the regulations.
- (e) The Contractor shall Primarily liable for all payment to be made under and for the observance of the regulation aforesaid without prejudice to his right to claim indemnity from his sub -Contractors.
- (f) The regulation aforesaid shall be deemed to be a part of this contract and any breach there of shall be deemed to be breach of this contract

ANNEXURE - "J"
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 month20....., between, the Government of Chhattisgarh acting through Shri (Designation of the officer, Department) government of Chhattisgarh (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First party, proposes to procure (name of the stores/Equipment/Work/Service) and M/s represented by Shri Chief Executive Officer (herein after 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 Ministry/Department of the Government, performing its function on behalf of the Government of Chhattisgarh.

2. OBJECTIVES

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to :-

- 2.1. Enabling the BUYER to obtain the desired Store/Equipment/Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2. Enabling the BIDDERS to Abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following: -

- 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 to the other breach.

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

4. COMMITMENTS OF THE BUYER

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

- 4.1.** The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2.** The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the contract or forbearing. To do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 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 the Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any public sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 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) Bank Draft or a Pay Order in favour of
 - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the(BUYER) On demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the REP).
- 6.2. The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.
- 6.3. In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bind in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture if Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 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 proceeding with the other BIDDER(s) would continue.
- (ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason 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.
- (iii) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or 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 the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term close relative for this purpose would mean spouse whether residing with the Government servant or not, but include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer any in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

- (xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money (s) due to the BIDDER.

7.2 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER.

However, the BIDDER can approach the Monitor(s) appointed for the purpose of this Pact.

8 FALL CLAUSE

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, than that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER , if the contract has already been concluded.

9. INDEPENDENT MONITORS

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/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correction problematic situations.

10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

12. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

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

BIDDER

Name of the Officer
Designation
Department/PSU

CHIEF EXECUTIVE OFFICER

Witness

witness

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

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

श्रीमान् नोटरीमहोदय, राजनांदगांवजिला-राजनांदगांव छ.ग.

शपथ-पत्र

मैं जोकि (ठेकेदारी) का पार्टनरहै, औरअपनेफर्म की ओर से शपथ-पत्र प्रस्तुतकरने के लिए सक्षमहै। इस शपथपत्र द्वारा शपथपूर्वक प्रामाणित करताहूँकिउप संचालक, पशुचिकित्सासेवायें, राजनांदगांव छ.ग. द्वाराआमंत्रित निविदाक्रमांक वास्ते (कार्य का नाम) के लिए दिनांक कोआमंत्रित निविदा के बारेमेंप्रस्तुतकियेजारहेनिविदाप्रपत्र मेंनिम्नलिखितजानकारी के समर्थनमेंजोप्रमाणपत्र/अभिलेख प्रस्तुतकियेजारहेहै, उससेमेंव्यक्तिगत रूप से पूरीतरह से संतुष्टहूँ। तथा एतद् संबंधितजानकारीअभिलेखों एवंप्रमाणपत्रों के सत्यता के लिए पूर्ण रूप से उत्तरदायीहूँ।

1. यहकिनिविदाप्रपत्र मेंदी गईजानकारीपूर्णतः सत्य एवंप्रमाणिकहै।

2. यहकिमेरे द्वाराप्रस्तुत

अ.-प्रोसेसिंगफीस एवंई.एम.डी. के रूपमेंजमा की गईडिमांडड्राफ्ट/एफ.डी.आर. अन्य संबंधितदस्तावेजजोकिबैंक के द्वाराप्रदाय कियेगयेवेबैंक से प्रमाणिकहै।

ब.-वित्तीय अर्हतातथावार्षिकटर्नओव्हर की जानकारीसहीहै।

स.-विभिन्नभौतिकअर्हताओं की जानकारीसहीहै।

द.-Work InHandकीजानकारीसहीहै।

3. मैं/हमभारतसरकार/अन्य राज्यों के राज्य सरकार/राज्य सरकार के किसीभीविभागमेंकालीसूचीमेंसम्मिलित नहीं हूँ/हैं या डिवारनहींकियागयाहै।

4. उप संचालक, पशुचिकित्सासेवायें, जिला-राजनांदगांवछ.ग. मेंमेरे/हमारीफर्म/कंपनी के सदस्यों का कोईभीनिकटरिस्तेदारकार्यरत नहीं हैं।

5. यहकिमेरे/हमारे/फर्म के विरुद्ध कोईआपराधिकप्रकरणकभीपंजीबद्ध नहींहै।

6. रू. 50.00 के गैरन्यायिकस्टाम्पपेपरपरकंडिका "J" सत्यनिष्ठासंधि पत्र क्रमांक दिनांकनिविदामेंसंलग्नहै।