

छत्तीसगढ़ शासन
वित्त एवं योजना विभाग
मंत्रालय,
महानदी भवन, नया रायपुर

क्रमांक : 243/वि/नि/चार/2013
प्रति,

नया रायपुर, दिनांक: 06 जुलाई, 2013

शासन के समस्त विभाग,
अध्यक्ष, राजस्व मण्डल, बिलासपुर,
समस्त विभागाध्यक्ष,
समस्त संभागीय आयुक्त,
समस्त जिलाध्यक्ष,
छत्तीसगढ़।

विषय :- राज्य में प्रोक्योरमेंट एवं कार्य संबंधी निविदाओं में सत्यनिष्ठा संधि (Integrity Pact) लागू करना।

राज्य शासन द्वारा प्रोक्योरमेंट एवं कार्य संबंधी खुली निविदाओं में पारदर्शिता सुनिश्चित करने हेतु शासन के सभी विभागों, अधीनस्थ कार्यालयों, मंडलों, निकायों एवं राज्य के सार्वजनिक क्षेत्र के उपक्रमों में "सत्यनिष्ठा संधि" (Integrity Pact) लागू करने का निर्णय लिया गया है। इसे सामग्री एवं सेवा के प्रोक्योरमेंट, सरकारी नीलामी तथा निर्माण कार्य (works contract) संबंधी निविदा में परिशिष्ट (Annexure) के रूप में शामिल करना होगा।

2. सत्यनिष्ठा संधि का स्वरूप

2.1 सत्यनिष्ठा संधि सार्वजनिक क्षेत्र के क्रेता (Buyer) एवं निजी क्षेत्र के विक्रेता (Bidder --बोलीदाता) के बीच बीड एवं अनुबंध के पूर्व (pre-bid, pre-contract) की जाने वाली एक तरह की सहमति है, जिसके द्वारा दोनों पक्ष यह मान्य करते हैं कि प्रोक्योरमेंट में किसी भी स्तर पर अनुबंध हासिल करने के लिये प्रत्यक्ष या अप्रत्यक्ष रूप में न तो रिश्वत लेंगे या देंगे और न ही किसी अन्य भ्रष्ट माध्यम का सहारा लेंगे।

3. सत्यनिष्ठा संधि लागू करने का उद्देश्य

3.1 प्रोक्योरमेंट की प्रक्रिया में क्रेता एवं निविदा कर्ता पर समुचित उत्तरदायित्व सौंपते हुए पारस्परिक सन्निष्ठा की नीतियों का बेहतर क्रियान्वयन सुनिश्चित करना।

3.2 प्रोक्योरमेंट प्रक्रिया को और स्वच्छ एवं पारदर्शी बनाना तथा गुणवत्ता सुनिश्चित करना।

3.3 प्रतिस्पर्द्धात्मक दर पर क्रय द्वारा शासन का आर्थिक हित सुनिश्चित करना।

3.4 लोक सेवकों को लोककार्य में पारदर्शिता के प्रति सचेत करना।

3.5 शासन के प्रति निवेशकों का विश्वास बढ़ाना।

4. सत्यनिष्ठा संधि के मुख्य तत्व

4.1 यह सार्वजनिक क्षेत्र के क्रेता (Buyer) जो सामग्री आपूर्ति, लोक निर्माण, कन्सलटेंसी या किसी सेवा अनुबंध, शासकीय नीलामी के लिये खुली निविदा आमंत्रित करते हैं तथा निजी क्षेत्र के प्रतिभागी (bidder), जो निविदा प्रस्तुत करते हैं, के बीच किया जाएगा।

4.2 इसमें सार्वजनिक क्षेत्र का क्रेता यह वचन (Undertaking) देता है कि उसके अधिकारी प्रत्यक्ष या अप्रत्यक्ष किसी भी रूप में रिश्वत अथवा उपहार की मांग नहीं करेंगे न प्राप्त करेंगे तथा उनके द्वारा उल्लंघन की स्थिति में समुचित दंड के भागी होंगे।

4.3 सभी बोलीदाता यह वचन देंगे कि संदर्भित अनुबंध/निविदा के संबंध में न तो उन्होंने रिश्वत दिया है न देंगे और उल्लंघन की स्थिति में समुचित दंड के भागी होंगे।

4.4 सभी बोलीदाता यह वचन देंगे कि उनके द्वारा नियुक्त प्रतिनिधि/एजेंट, विदेशी प्रिंसिपल/सहयोगी का नाम एवं पता तथा उन्हें किये गये सभी भुगतानों का खुलासा किया जायेगा।

4.5 बोलीदाता द्वारा बीड प्रस्तुत करते समय या अनुबंध के पहले किसी भी स्तर पर क्रेता के अधिकारी, उसके परिवार या किसी प्रतिनिधि को किये गये किसी भी प्रकार के भुगतान तथा बदले में प्राप्त की गई सेवा की जानकारी उपलब्ध कराया जायेगा।

4.6 बोलीदाता यह वचन देगा कि प्रस्तावित दर से कम दर पर उसने समरूप उत्पाद हाल ही में किसी अन्य संस्थान को नहीं उपलब्ध कराया है।

5. स्वतंत्र बाहरी मानीटर्स (Independent External Monitors)

5.1 यह सुनिश्चित करने के लिए कि सत्यनिष्ठा संधि की व्यवस्था का अनुपालन क्रेता एवं विक्रेता द्वारा समुचित रूप में किया जा रहा है, स्वतंत्र एवं निष्पक्ष बाहरी मानीटर्स का प्रावधान किया जाएगा। ये स्वतंत्र बाहरी मानीटर्स इस व्यवस्था के लिए निगरानी का कार्य करेंगे।

5.2 इन्हें प्रोक्योरमेंट प्रक्रिया के विभिन्न स्तरों जैसे कि परियोजना प्रस्ताव का निर्माण, बोली की प्रक्रिया, अनुबंध प्रदाय करना एवं निर्माण के समय प्रक्रिया से संबंधित दस्तावेजों/सूचनाओं का अवलोकन करने का अधिकार होगा।

5.3 यदि किसी मामलों में प्रोक्योरमेंट की प्रक्रिया पर अनुचित व्यवहार (Unjust Practices) के प्रभाव पड़ने की सूचना प्राप्त होती है तो उसके संदर्भ में मानीटर्स शासन के सक्षम अधिकारी को अपनी रिपोर्ट भेज सकेंगे।

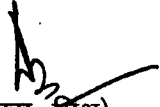
5.4 सामान्यतः मानीटर्स के रूप में शासन या सार्वजनिक क्षेत्र के उपक्रमों से अवकाश प्राप्त वरिष्ठ अधिकारी नियुक्त किये जाएंगे।

5.5 स्वतंत्र मानीटर्स की नियुक्ति एवं कार्यक्षेत्र के संबंध में वित्त विभाग द्वारा अलग से निर्देश जारी किया जाएगा।

6. उपर्युक्त निर्णय अनुसार राज्य शासन के विभागों, अधीनस्थ कार्यालयों, निगमों/मंडलों, निकायों, स्वायत्तशासी संस्थाओं एवं सार्वजनिक क्षेत्र के उपक्रमों द्वारा भविष्य में जारी किए जाने वाले समस्त प्रोक्योरमेंट, सेवा, शासकीय नीलामी एवं निर्माण कार्य (works contract) संबंधी खुली निविदाओं/प्रस्तावों (requests for proposal) के प्रपत्रों के साथ सत्यनिष्ठा संधि के प्रावधानों का परिशिष्ट शामिल किया जाएगा। इस हेतु सत्यनिष्ठा संधि का प्रारूप संलग्न है।

7. कृपया समस्त प्रशासकीय विभाग अपने अधीनस्थ कार्यालयों एवं संस्थाओं में उपरोक्त निर्णय का पालन सुनिश्चित कराएं।

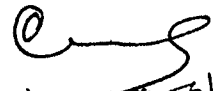
संलग्न :- सत्यनिष्ठा संधि का प्रारूप।


(डी.एस. मिश्र)
अपर मुख्य सचिव
वित्त एवं योजना विभाग

प्रतिलिपि :-

1. राज्यपाल के सचिव, राजभवन, रायपुर
2. सचिव, छत्तीसगढ़ विधानसभा सचिवालय
3. सचिव, मुख्यमंत्री सचिवालय, नया रायपुर
4. रजिस्ट्रार जनरल / महाधिवक्ता / उपमहाधिवक्ता, छत्तीसगढ़ उच्च न्यायालय, बिलासपुर
5. सचिव, छत्तीसगढ़ लोक सेवा आयोग / मानवाधिकार आयोग / राज्य निर्वाचन आयोग / लोक आयोग, रायपुर
6. निज सचिव / निज सहायक, मंत्री / राज्यमंत्री, छत्तीसगढ़, नया रायपुर
7. महालेखाकार, छत्तीसगढ़, रायपुर
8. मुख्य सचिव के स्टाफ आफीसर, मंत्रालय, नया रायपुर
9. प्रमुख सचिव वित्त के स्टाफ आफीसर, मंत्रालय, नया नया रायपुर
10. आयुक्त जनसंपर्क संचालनालय, रायपुर
11. आवासीय आयुक्त, छत्तीसगढ़ भवन, नई दिल्ली
12. राज्य सूचना आयुक्त, निर्मल छाया भवन, शंकर नगर, रायपुर
13. समस्त सचिव / विशेष सचिव / संयुक्त सचिव / उप सचिव / अवर सचिव एवं समस्त शाखा, वित्त विभाग, मंत्रालय, नया रायपुर
14. आयुक्त, कोष, लेखा एवं पेंशन, छत्तीसगढ़, रायपुर
15. मुख्य लेखाधिकारी, मंत्रालय, नया रायपुर
16. समस्त संभागीय संयुक्त संचालक, कोष, लेखा एवं पेंशन, छत्तीसगढ़
17. समस्त कोषालय अधिकारी, जिला / सिटी कोषालय, छत्तीसगढ़
18. समस्त प्राचार्य, लेखा प्रशिक्षण शाला, रायपुर / बिलासपुर, छत्तीसगढ़
19. संचालक, शासकीय लेखन सामग्री एवं मुद्रण, रायपुर
20. समस्त मान्यता प्राप्त कर्मचारी संघ, छत्तीसगढ़
21. संचालक, वित्तीय प्रबंध एवं सूचना प्रणाली, नया रायपुर को वित्त विभाग की वेबसाइट www.cgfinance.nic.in में अपलोड करने हेतु ।

की ओर सूचनार्थ एवं आवश्यक कार्यवाही हेतु अग्रेषित ।


(एस.के. चक्रवर्ती) 06/07/2013
उप सचिव
छत्तीसगढ़ शासन, वित्त विभाग

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, 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 (hereinafter called the "BIDDER/Seller", which expression shall mean and include, unless the context otherwise requires, his successors an permitted assigns) and the Second Party, is willing to offer/ has offered.
- 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 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, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 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 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 of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour 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) 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 RFP).

- 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 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 dependant 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
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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.
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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 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

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Department/ PSU

Witness

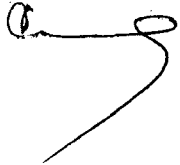
Witness

1).....
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1).....
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2).....
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2).....
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A handwritten signature in black ink, consisting of a stylized, cursive letter 'S' with a small circle at the top left.