

**OFFICE OF THE
DEPUTY DIRECTOR OF VETERINARY SERVICES
DISTRICT-KONDAGAON (C.G.)**

TENDER FORM

Last Date of submission

Date 10.08.2021 to 3.00 P.M.

Opening Date

Date - 10.08.2021 at 4.00 P.M

FODDER MACHINES

YEAR - 2021 - 2022

OFFICE OF THE DEPUTY DIRECTOR VETERINARY SERVICES
District, Kondagaon (C.G.)

TENDER DOCUMENT

FOR SUPPLY OF FODDER MACHINES

FOR YEAR 2021-22

-
- Issued to M/s
 - Price of tender document Rupees (₹500/- Five Hundred only)
 - Price received :.....
 - Receipt No. /Date
-

Signature and designation of issuing officer

.....

**Deputy Director
Veterinary Services
District-Kondagaon (C.G.)**

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CHECK LIST

Sr. No.	Name of Documents	Page No.	Yes	No
1	2	3	4	5
1	Security Money Deposit in the form of BD of any nationalized Bank			
2	Duly attested photocopy of Manufacturing License & License for products duly approved by the Licensing authority			
3	Annual turnover of Statement for 3 Year by Sales Tax authorities			
4	Duly attested photocopy of Goods manufacturing Practice Certificate			
5	Duly attested photocopy of Valid sales Tax Certificates & sales Tax clearance certificate			
6	Tender Form duly signed by authorized person			
7	Duly attested photocopy of Non-conviction Certificate			
8	List of items quoted (Without indication of Prices)			
9	Format of Financial Bid/Price bid and list of items (Annexure-1)			
10	Format for Financial Bid (Annexure-2)			
11	Item wise desired specification(Annexure-3)			
12	Covering letter (Specimen-1)			
13	General information about Bidder (Specimen-2)			
14	Agreement Bond (Specimen-3)			
15	Duly attested photocopy of Market standing certificate issued by the Licensing Authority (Specimen-4)			
16	Performance Statement (Specimen-5)			
17	Acceptances of terms & Conditions (Specimen-6)			
18	Details of persons (Specimen-7)			
19	Details of Manufacturer/Authorized distributor/dealer/supplier (Specimen-8)			
20	Declaration for not being Black listed (Specimen 9)			
21	PRE CONTRACT INTIGRITY PACT			
22	Financial Bid (Envelop)			

Submission of checklist duly completed is mandatory

Section A: Tender Supply Letter

**Office of the Deputy Director of Veterinary Services
Distt.– Kondagaon (Chhattisgarh)**

No.....2021-22/Tender/ -----,

Date.....

To,

**M/s.....
.....
.....
.....**

Subject: -Tender for supply of FODDER MACHINES for year 2021-22

Ref: - Your Letter No Date.....

Please find herewith-enclosed tender form along with agreement bond, terms and condition of tender, list of products.

Last date of Submission of tender **Date and Time - 10.08.2021 UP TO 3.00 PM** and will be opened on the **Date & Time 10.08.2014 AT 4.00 PM**

The tender will be received at Office of the **under signed.**

Encl: - 36 Pages only.

**Deputy Director
Veterinary Services
Dist - Kondagaon (C.G.)**

Section B: Tender Notice

Deputy Director Veterinary Services, District – Kondagaon (C.G.) (herein after referred to as Purchaser) invites sealed tender for the supply of **FODDER MACHINES**

from Manufacturer/ Authorized dealer (hereinafter referred to as “Bidder” or “Tenderer”). The Tender form can be obtained from the Purchaser on producing application & payment of ₹ 500/- (Five Hundred) cash or by Bank draft (non refundable) of any scheduled bank in favour of **Deputy Director Veterinary Services, District – Kondagaon (C.G.)** or it can be downloaded from website <http://kondagaon.gov.in/> and submitted along with the required bank draft of Rs. ₹ 500/- mentioning as above with technical proposals (Technical bid envelop).

All interested manufacturers/ authorized dealer are required to submit their technical proposal and financial proposals in two separate envelopes. The technical proposals will be accompanied with Security Deposit (SD) amount as specified in this tender document elsewhere. The SD should be included in the same envelope containing the Technical Proposal. The technical and financial proposals along with SD must be delivered to the **Deputy Director Veterinary Services, District – Kondagaon (C.G.)** on or before the due date for submission of proposals mentioned elsewhere in the Tender document.

The envelope containing Technical proposal along with the SD will be opened on the specified date and time in presence the Purchase committee and in presence of bidders or their authorized representatives who choose to attend.

The summary of various activities with regard to this Invitation of bids are as given below

1	Date of commencement of Sale of tender Document	From the Date of Notice Publication
2	Last Date of Sale of Tender Document	09.08.2021 up to 5.30 p.m.
3	Last Date and Time for Submission of Proposals	10.08.2021 up to 3.00 p.m
4	Date and Time of Opening of Technical Proposals	10.08.2021 at 4.00 p.m.
5	Security Deposit	3% of Budgetary Estimate of each quoted items as given in Annexure 1 of this tender document, in the form of Bank Draft from scheduled bank and as per terms mentioned elsewhere in the document. The Purchaser will not be liable to pay any interest on such SD amount. Cash or Cheques or any other mode will not be accepted.

Section C: Information and Instructions for Bidders

Submission of Proposal

The eligible manufacturers or also referred to as “bidders” should submit their proposals in the format and content provided in Section E: Technical Proposal and Content and Section F: Financial Proposal and Content.

Two copies of Technical proposal are to be submitted. Each Copy being physically separated, bound, sealed and labeled as “Technical Proposal” and marked ‘Original” or “Copy” as appropriate. Both the copies along with SD shall be put in the same envelope containing the technical proposal.

Separate Financial Proposal for each category of Items shall be placed in different envelopes clearly marked “Financial Proposal – (Category of Fodder Machines as indicated above)”. Both Technical and Financial Proposal shall be kept in an outer envelope clearly marked “TENDER FOR THE SUPPLY OF FODDER MACHINES”, 2021-22 Due on **10.08.2021 AT 3 PM** . The outer envelope should also bear the submission address, name of the bidder and contact details.

The tenderer should apply in the enclosed form only. The same on acceptance will constitute the contract in terms specified there in. All/Any conditional tenders are liable to be rejected.

The filled Tender or Proposal should reach the office of **Deputy Director of Veterinary Services, District Kondagaon, Chhattisgarh** according to the last date and time for submission given in Section B of the Tender notice. However, Purchaser may at its discretion extend the said deadline for submission of the proposal by amending the tender document. Any proposal received late i.e. after the stipulated date and time will be rejected.

Validity of Proposal

The tender terms and conditions including financial rate contracts agreed upon with the successful bidder shall be valid up to **One Year**. The rate contract period may, however, be extended for a further period on mutually agreed terms on the discretion of the Purchaser for a maximum period of three months. Any contract mentioning otherwise validity period will not be considered.

Language and Currency of Proposal

All the enclosed documents shall be in English or Hindi, if any document is produced in any language other than English or Hindi, true translation copies of such documents in English shall be enclosed duly attested by a Gazetted officer. Failure to submit English translation of such documents shall make tender invalid. Further the price quoted in the Proposals shall only be in Indian Rupees.

Tendering Cost

The prospective manufacturers shall bear all costs associated with tendering process with respect to preparation and submission of proposals. The Purchaser shall not be responsible or liable for any of these costs regardless of conduct or outcome of this tender process. It may be noted that none of the tender related costs related to preparation and submission and other incidentals costs if any are reimbursable.

Risk of Proposal Rejection

Any proposal application which is incomplete from any respect i.e. not fulfilling any of the requirements of Section E: Technical Proposal or Section F: Financial Proposal or any other clause, conditions in the tender document shall be liable for rejection. Any Illegible and over writing, cutting etc. in the rates filled in financial bid will make the proposal also liable for rejection. Further bids have to be submitted in a fresh bid sheet as per format given in Annexure 1, Non submission of bids in a fresh bid sheet shall be liable for rejection.

Changes in Tender Document

Purchaser may at any time prior to the deadline for submission of bids, for any reasons, whether on its own initiative or in response to the clarification sought by any prospective bidder, modify, change incorporate or delete any part of the tender document. In order to allow sufficient time for preparation against such changes, Purchaser may at its discretion extend the deadline for the submission of bids.

Tender Evaluation

Thereafter, financial bids will be opened by the purchase committee to provisionally assign the vendor selection for each machine in the order of preference as under –

First Preference – Lowest Bidder (L-1)

Second Preference – L-II

Third Preference – L-III

Thereafter the purchaser shall invite the L-1 bidder for negotiations and if the purchaser feels that negotiation process is not producing any results and the overall contract value gap between L-I, L-II or L-III is not more than 10% (or any other % as may deem fit to the Purchaser), they shall invite L-II and/or L-III bidder accordingly for final negotiation.

The selected bidder(s) (also referred as Contractors in the document) will be communicated in writing about the results. The SD shall be returned to all unsuccessful bidders or disqualified bidders **only via registered post at the address** of communication mentioned in the application.

Right to Reject/Accept any of all Bids

- The Purchaser reserves the right of the accepting the tender in whole lot or distinct part of it or the supply can be distributed between more than one tendered.
- The undersigned may reject all or any of the tenders without assigning any reasons there of or annul the tender process without thereby incurring any liability to the prospective bidders.
- No tender shall be taken into consideration unless it satisfies all the requirements prescribed above and is presented within prescribed time limit. Purchaser, however reserves the right to give any relaxation in this connection.

Penalty Clause

The terms and conditions mentioned in the tender document contains the penalty clause as per the store purchase rules of CG that will get attracted in case of default from successful bidder.

Mode of Submission of Proposals

Proposal shall be accepted by registered post or speed post or by depositing the tender form in the drop box at the address specified in **Section B: Tender Notice section of the document**. Proposals received in any other mode shall not be acceptable.

Right to Black List Defaulting Contractors

The purchaser reserves the right to Black List any contractor either in whole or in part limiting to certain products and for certain period for any breach of any of the terms and conditions of the tender. Such Black Listed Tenderer or his establishment will not be eligible to participate in any of the departmental tenders accordingly.

Authorized Signature

If tender being submitted by a partnership firm or a company it must be signed separately by each partner/director and in the event of absence of any partner/director it must be signed on his behalf of a person holding power of attorney which should be issued by the person absent, authorizing him to do so which should be produced with the tender and it must be disclose that the firm is registered under Indian Partnership Act/Companies' Act along with specification of No. of Partners/Directors who constitute the firm/Company with their names & address and should give other detail of manufacturing unit as detailed in Specimen 7 to this tender document . Each page of the proposal and its enclosures should be signed at the bottom by the tenderer / Authorized Person.

Deputy Director
Veterinary Services
District -Kondagaon (C.G.)

Section D: Tender Terms and Conditions

1. SECURITY DEPOSIT

- a. The Security Deposit (SD) should be equal to 3% of the value of budgetary estimate for each item as given in the Annexure 1 forming part of Financial Bid in Section E of the document. SD should only be in the form of Bank Draft from any scheduled bank favouring “**Deputy Director, Veterinary Services, District Kondagaon (C.G.)**”. SD in the form of CHEQUE/CASH/POSTAL / BANK Guarantee will not be accepted. For Public Sector Under takings Bank Guarantee shall also be accepted for the validity period of the proposal.
 - b. Security Deposit in any other form, which may have been made earlier or any payment pending with the purchaser will not be adjusted towards the requirement of Security Deposit in this tender
 - c. The SD shall be returned to all unsuccessful bidders or disqualified bidders via registered post at the address of communication mentioned in the application and if the tenderer want to collect it personally than an authority letter with all the detail of SD amount must be required by the collecting person.
 - d. Security Deposit will be returned to the successful bidder after one month from the date of completion of the supply of **Fodder Machines**.
2. The price quoted by the tenderer shall not in any case, exceed the controlled price, if any, fixed by the Central/State Government and the Maximum Retail Price (MRP). The **Deputy Director, Veterinary Services, District Kondagaon (C.G.)** at his discretion, will exercise the right to revise the price at any stage so as to confirm to the controlled price or MRP as the case may be. This discretion will be exercised without prejudice to any other action that may be taken against the tendered.
 3. For any changes to the rates quoted by the firm in tender documents i.e. proposed rates & M. R. P. rates, at the time of supply then such changes must be informed to undersigned well in time (before supply) and following conditions shall apply with respect to any changes in rates during the period of supply or any extension thereof -
 - (a) After approval of Tender rate, if M. R. P. increases, there will be no change in approved rates and tendered will have to supply the order on approved tender rates only.
 - (b) If M. R. P. decreases during the contract period than the quoted rates will also be decreased in the same proportion and the decreased rate will be treated as approved rate, Contractor will have to supply the Machines at the reduced rate. It will be **mandatory for the tendered** to pre-intimate the purchaser about the reduction in rate due to change in MRP otherwise purchaser has the right to forfeit SD amount and/or blacklist the tendered and/or cancel his supply orders and/or recover the loss incurred to the Purchaser on account of such rate

difference from the security deposit or from any amount due to the tenderer.

- (c) Further if the Purchaser comes to know that there was a difference in the rate mentioned in tender documents and as per MRP/ rate in Invoice towards supply of goods after the supply of goods, Then the Purchaser has the right to take appropriate action & loss incurred to the Purchaser on account of such rate difference will be deducted from security deposit or from any amount due to the tenderer.
- (d) M. R. P. should also be mentioned along with the quoted price, without which the tender will not be considered. Please refer the format in Annexure 1
- (e) On any circumstances the rates tendered shall not be allowed to be revised upward by the Tenderer during the terms of the tender.
4. Purchase preference will be given to state's SSI Unit/Govt undertaking units per Store Purchase rules of the Government of Chhattisgarh, provided those units have full fill all the other terms and conditions of the tender.
 5. The approved/quoted prices will hold goods till the **One Year** and may be further extended up to three months with the prior approval of **Deputy Director, Veterinary Services, District Kondagaon (C.G.)**. The delivery of goods by the contractor should be to **Deputy Director, Veterinary Services, District Kondagaon (Chhattisgarh)**. The cost of packing, forwarding, freight and other charges for effecting delivery at the destinations shall be borne by the tenderer (also referred to as Successful Bidder).
 6. All dues regarding taxes and duties including sales tax commercial tax excise duty, octroi duties levied on the supply shall be payable by the tenderer himself. The Purchaser on written request shall only grant a certificate of total quantity of supply made.
 7. All losses during transit including the losses due to breakage and shortage, spoilage etc. will have to be borne by the tenderer at his own cost.
 8. In the event of the supply being not accepted at the destination, it shall be responsibility of the contractor to remove the same forthwith at his own charges and cost.
 9. Any amount due to the Government of Chhattisgarh from the tenderer on any account in respect of this tender may be recovered from him as arrears of land revenue.
 10. The purchase orders shall be made in the name of tenderer only. Tenderer will raise Invoice in the name of purchaser and the respective payments shall be made in the name of tenderer /manufacturer only. In case Tenderer wish to supply the machines through their distributors or Agent, Prior intimation along with the tender form about such distributor or Agent through which the machines will be supplied shall be provided with authorization certificate to the **Deputy Director, Veterinary Services, District Kondagaon Chhattisgarh** in writing. In such case the authorised distributor or Agent will raise Invoice in the name of purchaser and the respective payments shall be

made in the name of the authorised distributor or Agent only

11. In the event of any dispute or differences arises between the parties of this contract on any of the provisions herein or anything arising here out of this tender document, The same shall be referred to the **Chief Executive Officer, Jila Panchayat, District- Kondagaon, C.G.** for arbitration and his decision thereon shall be final and binding to all concerned.
12. **Deputy Director, Veterinary Services, District Kondagaon , Chhattisgarh** reserves the right to increase or decrease the approx requirement quantity at the time of order place. The Tenderer will be bound to comply without any claim for the compensation.
13. The tenderer shall be held responsible for the supply of any spurious or contaminated machines, and the cost involved in testing and other legal proceeding and the cost of replacement will be borne by him.
14. The specification of the **Machines** mentioned in this document to be supplied.
15. Supply being made should be strictly of the same description as prescribed in the purchase order and in the same quantity as per purchase order issued. Any deviation without a prior approval from Deputy Director of Veterinary Services, District Kondagaon, Chhattisgarh in writing from Purchase Order in terms of Item description, its unit of measure or quantity will not be acceptable and such supply will not be liable for payment.
16. Guarantee of the **Machines** must be minimum of one year after the date of supply.
17. **Machines** should be dully labeled indicating batch number, Guarantee, MRP rates/for institutional supply (**C.G. Govt. Supply- NOT FOR SALE**) and other necessary instruction.

18. ORDERS AND DELIVERY SCHEDULES

- a. The purchaser does not guarantee the quantity, which will be ordered. The quantity mentioned in Financial Proposal Annexure 1 against the items is tentative and no claim for release of order for that many quantities will be entertained.
- b. The purchaser reserves the right to order for only such quantity as may be necessary and the Tenderer will bound to supply the ordered quantity only, Purchaser may issue subsequent orders as and when required. Quantities supplied in excess will not be paid for and tenderer will be responsible to take it back on his own expenses.
- c. The entire supply shall need to be completed within the period mentioned in the Purchase Order or for the period extended by **Deputy Director, Veterinary Services, District Kondagaon, Chhattisgarh**
- d. If the contractor fails to execute the supply within the stipulated time, the

purchaser is empowered to make emergency purchases at the risk & cost of the contractor and claim the difference in total cost from the tenderer in addition to other penal clauses.

19. PENALTY CLAUSE:

- a. In case commodities indented are not supplied within the time limit or loss is not made good according to the terms & conditions of this tender, the tenderer shall be liable to pay liquidated damages and by the way of penalty the sum of 2% of the cost of order placed, shall be deducted from the bill for every month of delay (Month will be considered of 30 days and part month will be considered as Full month for the calculation of penalty)
 - b. Further it shall be lawful for the Deputy Director, Veterinary Services, District Kondagaon, Chhattisgarh to purchase the **Machines** indented from open market at the risk and cost of the tenderer who in addition to the liquidated damages, aforesaid shall also be liable for any losses or damages caused by the said purchases to the Government
 - c. In case, however, no supply is made even after expiry of **60 days** from the date of issue of order of supply, the amount of security deposit shall be forfeited to the Government of Chhattisgarh and the tender shall stand terminated. And company or supplier declared black listed for 3 year in district
 - d. **REMEDIAL CLAUSE:** However, if the purchaser is satisfied that the delay in supply was caused by the circumstances beyond the control of tenderer, he may grant him in writing, extension of time which will not exceed **60 days** which shall not be extended again. In such case the purchaser may forgo the whole or part of the liquidated damages as the purchaser may deem proper except the actual extra cost incurred in making purchases from open market.
20. The Machines shall be supplied in the packaging specifications as provided in Annexure 1.
21. The Invoice/Billing shall be done in the name of “**Deputy Director, Veterinary Services, District Kondagaon Chhattisgarh**”
22. The Information with respect to Manufacturer/Supplier's excise registration no, Purchase Order No issued by the Purchaser, License No., VAT/Sales Tax Registration No, MRP **MUST** be mentioned in the Invoice with other details. Invoices not complying with these conditions and/or not supported by proof of delivery shall not be liable for payment.
23. The purchaser reserves the right to randomly select from each batch of the consignment received either at the time of receiving the goods or at any time during the shelf life of the product for test and analysis at any laboratory approved under the concern act and Rules not with standing the routine sampling that may be carried out by the concern Regulatory authorities. The batches resulting in rejections shall be returned to the Supplier at his own cost. The cost of machines and the cost of removal of such machines incurred by the supplier shall not be paid for.
24. In the event of breach of any of the above terms & conditions of the tender by

the tenderer, the purchaser, shall have the right to forfeit the security deposit or the balance there as the case may be, for the said breach, but without prejudice to the right of Government of Chhattisgarh to recover further sum as damages from any sum which may become due to the tenderer by the Government or otherwise however.

25.If Manufacturer bidding those product which he has not manufacture but marketing those product manufacturing in loan license by another manufacturer then a marketing agreement between bidder and licenses holder manufacturer must be submitted also Good Manufacturing Practice certificate & Non-Conviction certificate of that particular loan license will be required.

Name and Signature of Authorized Signatory

(Note: Proprietor/Partner of Firm/Director of Company will sign the letter)

Section E: Technical Proposal and Content

In order for the Purchaser to evaluate the technical proposals fairly and completely, all prospective bidders must follow the sequence and format laid out below for submission of their technical proposal. To be considered the bidders must provide a complete response to the technical proposals along with supporting and must submit following minimum requirements in the sequence mentioned below –

1. Covering Letter (**Specimen 1**)
2. General Information about Bidders (**Specimen 2**)
3. Agreement Bond (**Specimen 3**)
4. Security Deposit and Physical Security Deposit in the manner provided elsewhere in the document.
5. Duly attested photocopy of **Manufacturing License** for the products approved by the Licensing authority must be enclosed for each and every product quoted in the tender. The license must have been renewed up to date & valid for complete Rate Contract period & supplies being made against it. The copy should be legible; items should be clearly marked and should be clearly readable. The attestation should be made by a public notary/Gazetted Officer. If *the manufacturer* is bidder then he has to produce manufacturing license of their own and if the bidder is *authorized distributor/dealer /supplier* then he has to produce manufacturing license of the manufacturer whom the products are quoted.
6. Manufacturer/ Authorized distributor/dealer/supplier, whoever is bidding, should have minimum average annual turnover of **Rs. Fifty Lacs** during the last three financial years. The duly attested copy of Certificate of annual turnover should be issued by Chartered Accountant (CA) and should be supported by Audit Report and Audited Financial statements for last three years i.e. 2018-19, 2019-20 and 2020-21. In case Audit of 2020-21 is pending, provisional financial statements with scanned copy of turnover certificate from the Chartered Accountant must be submitted.
7. Duly attested photocopy of **Market Standing Certificate** issued by the Licensing Authority, as a Manufacturer with at least two years continuous manufacturing License i.e. **2019-2020 and 2020-2021** in respect of items covered by concern act, and rules there under for each machine quoted. If the **manufacturer** is bidder then he has to produce Market Standing Certificate of their own and if the bidder is *authorized distributor/dealer /supplier* then he has to produce Market Standing Certificate of both i.e. their own and of the manufacturer whom the products are quoted.
8. **Non-Conviction & not be Black Listed declaration of the Tenderer from Public Notary in Rs. ₹ 50/- Non Judicial Stamp paper.**
9. Duly attested photocopy of **GMP certificate of last two financial year i.e. 2019-20 & 20-21** issued by the concern controller issued by the concerned authorities, and. if the *manufacturer* is bidder then he has to produce GMP certificate of their own and if the bidder is authorized *distributor/dealer /supplier* then he has to produce GMP certificate of the manufacturer whom the products are quoted.
10. Manufacturer/ Authorized distributor/dealer/supplier, whoever is bidding has

submitted duly attested photocopy of valid sales Tax registration certificates & sales Tax clearance certificate issued by concerned Authorities.

11. Acceptance of Terms and Conditions (**Specimen 4**).
12. Details of personnel working with the manufacturer/authorized dealer/supplier and have relatives as gazetted officer in veterinary department (**Specimen 5**).
13. If the organization is registered under SSI/ State Gov Undertaking Unit, upload Duly attested copy of registration.
14. Incorporation Certificate of the Organization (In case of Non Proprietary firm).
15. Performance Statement in an affidavit executed before Executive Magistrate/Public Notary (*mandatory*).
16. Details of the Manufacturer/ Authorized distributors/dealer/suppliers. (**Specimen 6**).
17. Duly attested Authorization Certificate in case Manufacturers wish to supply the items through their Authorized distributors/dealer/suppliers.
18. Duly attested Authorization certificate issued by manufacturer of item, if Authorized distributor/dealer/supplier is submitting tender.
19. Declaration for not being black listed (**Specimen 7**).
20. Details of the Manufacturing Unit (**Specimen 8**).
21. **Pre Contract Integrity Pact(Mandatory)**.
22. Duly complete checklist is *mandatory*.

Note -The above documents should be arranged in serially as given in above manner with paging.

Section F: Financial Proposal and Content

Separate Financial Proposal for each category of **Machines** should be placed in different envelopes clearly marked “Financial Proposal (Category **Machines** as indicated above)”. Each Financial Proposal be submitted with the covering page as below –

To,

The Deputy Director of Veterinary services
Distt - Kondagaon (CG)

Subject: Financial Proposal for Supply of **Machines** to the office of Deputy Director of Veterinary services Distt - Kondagaon, Chhattisgarh

Dear Sir,

I/We _____ (name of the Organization) are pleased to submit our financial proposal for the supply of Machines in accordance with our technical proposal and as per request in Annexure 2 of the tender form dated _____

Our Attached financial Proposal is for the total sum of Rs given as below –

SNo	Category Machine	Amount in Figures (Rs) (total for all Machines) (inclusive of all taxes, freight and Insurance)	Amount in Words (total for all Machines) (inclusive of all taxes, freight and Insurance)
1	Machines as per format and list attached in Annexure 2 to the Tender Document		

We understand that our financial proposal is unconditional and any conditions mentioned shall make our tender liable for rejection. Our financial proposal shall be valid till **One year** or till the end of supply as per terms and conditions of supply period laid elsewhere in the tender document.

We acknowledge that with reduction in MRP of items being supplied in this tender there would be a proportionate decrease in our quoted price. We take full responsibility to intimate the Purchaser with such change in advance to supply.

Thanking You,

Yours truly,

Name and Signature of Authorized Signatory

(Note: Proprietor/Partner of Firm/Director of Company will sign the letter)

Annexure 1: Format for Financial Bid/Price bid and List of Items

(In Rs.)

Provided by Purchaser							To be filled by bidder
S.No.	Name of Machine	Sample required	Packing	Approx. requirement	Approx Value Lac Rs	S.D Amount 3% In INR	Unit price inclusive of all taxes, charges Lac Rs
1	2	3	4	5	6	7	8
1	Silage Pressing Machine	C	Per Piece	1	-	₹ 7500/-	2.5
2	Chaff Cutter	C	Per Piece	1	-	₹ 6000/-	2

NOTE :- 1 - Sample required For the quoted rates by tender of Manufacturing company with Lable and Standered packing.
2- "S " for sample " C" for catalog/Literature / Photographs.

Desired specification of items are given in Annexure 3

Annexure 2: Format for Financial Bid

Price schedule of items quoted -

S No.	Name of Foodder Machine	Packi ng	SD amount	Manu facturer	Basic Price inclusive of incidental services	Packing & forwarding charges	Excise duty	Import duty	Freight Insurance charges	Sales tax Applica ble	Other charges/ taxes	Total landed unit price/ price quoted (As in annexure 1)	MRP (In Rs)
1	2	3	4	6	7	8	9	10	11	12	13	14	15

Desired specification of items are given in Annexure 3

Specimen1: Covering Letter

Dated:

To,

Deputy Director of Veterinary services

Distt - Kondagaon , Chhattisgarh

Subject: Technical and Financial Proposal for Supply of FOODDER MACHINE for the year 2021-22 to the office Deputy Director of Veterinary services Distt - Kondagaon , Chhattisgarh

Dear Sir,

This is in reference to your tender notice dated _____ inviting proposals for the above supply. We _____ (name of the Organization) are pleased to submit our proposal for the above supply.

We have enclosed supporting information/documents with respect to technical proposal in Envelope1 to aid in evaluation of our proposal and financial Bid in Envelope 2 (and or 3) in separate sealed cover.

We hereby certify that all the documents and information contained in the submissions are true and correct to the best of our knowledge. We also state that we have read and understood the terms and conditions mentioned in the tender document and agree to abide by them. We further state that we are ready to undertake such supply order as per requirements laid down in the tender document.

We understand that submission of this bid does not confer any right to us for selection. We also understand that the Purchaser reserves the right of the accepting the tender in whole lot or distinct part of it or the supply can be distributed between more than one tenderer.

For any clarifications Mr. _____ , of _____ (Name and Address with Telephone Number) may be contacted.

Thanking You,

Yours truly,

Name and Signature of Authorized Signatory

(Note: Proprietor/Partner of Firm/Director of Company will sign the letter)

Specimen 2: General Information about Bidders

1. Name of the Firm
2. Address of the Firm for Correspondence:
.....
3. Constitution of the Firm
.....
(Proprietorship, Company, Partnership etc)
4. PAN Number of the Firm
5. Year of Incorporation of the Firm
6. In case of non proprietary firm, Name of Authorized Person for signing the tender: -
(Encl. Power of attorney and Deed letter)
7. Name and Address of all the Partners/Directors (in case of Partnership firm/Company):

Signature of Tenderer
(With seal)

Specimen 3: Agreement Bond (Non Judicial Stamp Paper of Rs 50/- Signed and Notarized)

AGREEMENT BOND

I/We hereby tender for the supply of **FOODDER MACHINE** to the Government of Chhattisgarh acting through the Deputy Director Veterinary Services, Kondagaon, District Kondagaon, Chhattisgarh, (here in after called purchaser) for supply of Veterinary Foodder Machine at the rates mentioned in the schedule of this memorandum in accordance with the terms and condition. I/We here by agree to abide by and fulfill the terms of this tender and all conditions of tender opened here to, or in default there of to forfeit the security deposit and pay to the said Government of C.G. or his successors, the penalties of sum of the money mentioned in the said condition.

In case I/We fail to undertake the supply of commodities or violate any of the said terms and conditions of tender dated this day _____ of _____ 2021, I/We understand that the sum of security deposit, the full value of which will be absolutely forfeited by the said purchaser without prejudice to any other rights or remedies to the said purchaser in the office.

Witness.....

Address.....

Occupation.....

Signature of Tenderer
(Name & Seal.....)

The above tender is hereby accepted by me on behalf of Government of Chhattisgarh,
Dated2021.

**Deputy Director
Veterinary Services,
Dist Kondagaon (C.G.)**

Specimen 4: Manufacturing and Marketing Certificate

This is to certify that M/s _____ are holding valid manufacturing license no. _____ Date _____ of the state and they are manufacturing the following products since the last two years.

It is further certified that the following products are also being marketed for the last two years.

The products are as follows:

S. No.	Name of the Product	Specification	Strength
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Date: -

Sign & Seal
State Drug Controller

Specimen 5: Performance Statement in an affidavit before the Executive Magistrate/Public Notary executed on a Non judicial stamp paper of ₹ 50/-

**PERFORMANCE STATEMENT
(2019-20 & 2020-21) (For a period of last two years)**

Name of the Firm: _____

Order placed by (full address of Purchaser)	Order No. and date	Description and quantity of ordered Foodder Machine	Value of order (Rs)	Delivery period		Remarks indicating reasons for late delivery, if any	Was the supply of Foodder machine satisfactory?(attach a certificate from the Purchaser/Consignee)
				As per Original contract	Actual		

Signature and seal of the Bidder _____

Specimen 6: Acceptance of Terms and Conditions in an affidavit before the Executive Magistrate/Public Notary executed on a Non judicial stamp paper of ₹ 50/-

Acceptance of Terms and Conditions

To,

Deputy Director of Veterinary services
Distt - Kondagaon, Chhattisgarh

Dear Sir,

We submit here with our proposal on your Tender Notice..... Dated with our quotation against respective items. We have carefully perused the Terms & Conditions of the Tender document and accept the same.

For, and on Behalf of the firm

(Firm's Name & Address)

(Signature of Authorized Signatory)

WITNESS:

Signed in my presence:

Name:.....

Designation:.....

Seal:

Notary Public

(With Name & Complete Address)

Specimen 7: Details of Persons who are working with the Manufacturer/Tenderer who have relatives of any Gazetted officers of Veterinary departments of CG

A list showing the name of the persons who have working with the tenderer and are near relations of any Gazetted officers of Vet. Departments in C.G.

Sr. No.	Name of persons working with tenderer	Related to which Gazetted Officer of Vet. Dep't.	Nature of relation	Remark
1				
2				
3				
4				

Signature of Tenderer

Specimen 8: Details of Manufacturer/Authorized distributor/dealer/supplier

For Manufacturer -

Name of the Tenderer & Full Address
 Phone No.
 Fax
 E-Mail
 Date of Inception
 License No. & Date
 Issued by
 Valid up to

Details of Installed Production Capacity and Actual Production for the year 2020-21

S.No.	Name of item	Installed Production Capacity	Actual Production for the year 2021-22

*The details of manufacturing unit shall be for the premises where items quoted are actually manufactured (Location of the factory).

Name & Signature of the Authorized Signatory

For authorized distributor/dealer/supplier -

Name of Authorized distributor/ dealer/supplier, Full address, Phone Nos., Fax no., Email.....

Name of companies for which the bidder is Authorized distributor/ dealer/supplier (attach letter of authorization)

Name of Manufacturer, Full address*, Phone Nos., Fax no., Email.....

*The details of manufacturing unit shall be for the premises where items quoted are actually manufactured (Location of the factory).

Name & Signature of the Authorized Signatory

Specimen 9: Declaration for not being Black listed

I/We, M/s-----declare that we are not being blacklisted by any State including Chhattisgarh during last 5 years.

Name & Signature of the Authorized Signatory

Annexure 3: Item wise desired Specification

Provided by Purchaser							
S.No.	Name of Machine and specification	Sample required	Packing	Approx Requirement	Approx Value Lac Rs	S.D Amount 3% In INR	Unit price inclusive of all taxes, charges Lac Rs
1	2	3	4	5	6	7	8
1	Silage Pressing Machine Vaccume press Silage Packing Machine Type – Manual, Semi automatic Sealing Type- Top Sealing Driven by Electric	C	Per Piece	1	-	7500/-	2.5
2	Chaff Cutter Machine Type – Semi automatic Machine feed – Straw, dry grass, Fresh grass, Corn Stalk, Green or Dry Blade Size- 2.5 mm Tractor Power – minimum 35HP	C	Per Piece	1	-	6000/-	2

Note:- 1- Sample required For the quoted rates by tender of Manufacturing company with Lable and Standard packing.
2- "S" for sample "C" for catalog/Literature/Photographs.

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, Deputy Director Veterinary Services, Kondagaon, District Kondagaon acting through Shri..... (Deputy Director Veterinary Services, Kondagaon, District Kondagaon) 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 and permuted 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 functions 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 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 of 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 their 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. Page 45 of 50

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 Deputy Director Veterinary Services, Kondagaon, District Kondagaon

(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 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 Deposited/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 as 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 encase 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/recession 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. INDIPENDENT 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 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 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

The 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

1)

.....

2)

.....

Witness

1).....

.....

2).....

.....