

# TENDER FORM

**POULTRY EQUIPMENTS/CRYOCAN/CASTRATOR**

**2020-21**

**LAST DATE OF SUBMISSION**

**17.08.2020 UP TO 3.00 PM**

**OPENING DATE**

**17.08.2020 AT 4.00 PM**

---

Office Of Deputy Director Veterinary Services  
Jashpur Nagar Distt Jashpur Chhattisgarh 496331

Phone: 07763-223495

Email: ddvdjash.cg@gov.in, ddvsjashpur@gmail.com

*Office of Deputy Director Veterinary Services  
Jashpurnagar Distt Jashpur Chhattisgarh 496331*

Phone :07763-223495 Email: [ddvsjash.cg@gov.in](mailto:ddvsjash.cg@gov.in), [ddvsjashpur@gmail.com](mailto:ddvsjashpur@gmail.com)

**TENDER DOCUMENT**

**FOR SUPPLY OF POULTRY EQUIPMENT/  
CRYOCAN / CASTRATOR**

- |                            |                                |
|----------------------------|--------------------------------|
| ❖ Issued to M/s            | .....<br>.....<br>.....        |
| ❖ Price of Tender Document | Rs 500/- (Rupees Five Hundred) |
| ❖ Price Received           | .....                          |
| ❖ Receipt No./Date         | .....                          |

**Signature and Designation of Issuing Officer**

.....

**Deputy Director Veterinary Services**

**Distt Jashpur (Chhattisgarh)**  
**TABLE OF CONTENTS**

Check List	
Appendix-A Tender Supply Letter	
Appendix-B Tender Notice	
Appendix-C General Instructions Regarding Tender	
Appendix-D Procedure For Submission of Tender Form	
Appendix-E Procedure For Evaluation of Tender	
Appendix-F Terms & Conditions Of Contract ( Supply & Payments )	
Annexure- 1 Approximate Requirement of Equipments/Instruments	
Annexure- 2 Specifications of Equipments/Instruments	
Annexure- 3 Proposed Rate List of Equipments/Instruments ( Financial Bid )	
Specimen-1 Covering Letter	
Specimen-2 Abstract Information Regarding Tender	
Specimen-3 Agreement Bond on Rs. 100/- Non Judicial Stamp paper duly signed by the tenderer	
Specimen-4 Acceptance of Terms and Conditions	
Specimen-5 Name , Model/Make, Specifications of items quoted & Sample Submitted	
Specimen-6 Details of Person working with Tenderer	
Specimen-7: Financial proposal & content	
Specimen-8: Pre Contract Integrity Pact	

**CHECK LIST**

<b>Sr. No.</b>	<b>Name of Documents</b>	<b>Page No.</b>
<b>1</b>	<b>2</b>	<b>3</b>
<b>1</b>	Tender form Fees in the form BD	
<b>2</b>	Earnest Money Deposit in the form of F.D.	
<b>3</b>	Duly attested copy of Certificate of manufacturing Company's Registration or Establishment from competent authority	
<b>4</b>	If tenderer are autorised dealer then submit Duly attested copy of Certificate of Registration or Establishment from competent authority	
<b>5</b>	Duly attested copy of Import/Export Certificate if quoted product are imported	
<b>5</b>	Duly attested copy of Certificate of GMP/ FDA/CE/ISI/ ISO regarding the Equipments/Instruments from competent authority if available.	
<b>6</b>	Duly attested copy of Certificate of SSI/SMSE regarding the Equipments/Instruments from competent authority	
<b>7</b>	Turn Over certificate the Tenderer of Rs. 01.00 Crore per year for the last three years 17 -18, 18-19 & 19-20 from CA supported by Balance sheet	
<b>8</b>	Goods and services tax registration certificate of tenderer	
<b>9</b>	If tenderer are authorized dealer then submit manufacturer authority letter	
<b>10</b>	List & Addresses of Authorized Dealers & Service Centers in Chhattisgarh State	
<b>11</b>	Non-Conviction Certificate of the Tenderer from Public Notary in Rs. 50/- Non Judicial Stamp paper	
<b>12</b>	Covering Letter – Specimen-1	
<b>13</b>	Abstract Information Regarding Tender Specimen-2	
<b>15</b>	Agreement Bond on Rs. 100/- Non Judicial Stamp paper duly singed by the tenderer Specimen – 3	
<b>16</b>	Acceptance of Terms and Conditions Specimen -4	
<b>17</b>	Name , Model/Make, Specifications of items quoted Sample Submitted in Specimen -5	
<b>18</b>	Details of Person working with Tenderer Specimen-6	
<b>19</b>	List of Sample / Brochure Submitted	
<b>20</b>	Duly signed and fill Pre Contract Integrity Pact in Rs 50/- Non Judicial stamp paper (Specimen – 7 )	
<b>21</b>	Non-Conviction & not be Black Listed declaration of the Tenderer from Public Notary in Rs. 50/- Non Judicial Stamp paper	
<b>22</b>	Tender Form duly signed by authorized person. (Form Page No. 1 to 28 )	
<b>23</b>	Financial Bid Envelop	

NOTE:- AFTER PAGING COMPLETE TENDER FORM ALONGWITH ENCLOSED DOCUMENTS FILLED CHECK-LIST MUST BE ENCLOSED WITHOUT THIS TENDER WILL BE NOT ENTERTENT AND LIABILE TO REJECTION.

**Office OF Deputy Director of Veterinary Services  
District-Jashpur, Chhattisgarh**

**TENDER SUPPLY LETTER**

**No..... / Equip. / 2020-2021 /Jashpur Dated .....**

**To,**

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

**Subject:- Tender for supply of Poultry Equipments/Cryocan/Castrator**

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

.....  
Please find enclosed herewith tender form from page no. to along with agreement bond, terms and condition of contract, list of equipment with their specificarion etc.

Last date of Submission of tender is **17.08.2020 up to 3.00 PM** and will be opened on the **17.08.2020 at 4:00 PM**

The tender will be received at Office of the **Deputy Director of Veterinary Services, District-Jashpur Chhattisgarh,**

**Encl:- .....Pages Only.**

**Deputy Director  
Veterinary Services  
District-Jashpur**

### TENDER NOTICE

**Deputy Director Veterinary Services, District-Jashpur (C.G.)** (herein after referred to as Purchaser) invites sealed tender for the supply of **Poultry Equipments/Cryocan/ Castrator** from Manufacturers/Authorized dealer (herein after referred to as “Bidder” or “Bidder/tenderer”).

The Tender form can be obtained from the Purchaser on producing application & payment of Rs. 500/- (Five Hundred) cash or by Bank draft (non refundable) of any scheduled bank in favour of **Deputy Director, Veterinary Services, District-Jashpur (C.G.)** or it can be downloaded from website <https://jashpur.nic.in> or <http://agriportal.cg.nic.in/ahd> 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-Jashpur** 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	<b>17.08.2020 up to 12.30 p.m.</b>
3	Last Date and Time for Submission of Proposals	<b>17.08.2020 up to 3.00 p.m.</b>
4	Date and Time of Opening of Technical Proposals	<b>17.08.2020 at 4.00 p.m..</b>
5	Security Deposit	<b>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.</b>

**APPENDIX- C**

GOVERNMENT OF CHHATTISGARH DEPARTMENT OF ANIMAL HUSBANDRY AND DAIRYING

**GENERAL INSTRUCTIONS REGARDING TENDER FOR THE SUPPLY OF POULTRY EQUIPMENTS/CRYOCAN/CASTRATOR 2020-21.**

Sealed tender are invited for the supply of Poultry Equipments/Instruments as mentioned in the Annexure-1 of the tender form from Manufacturer/Authorized dealer as per specifications mentioned in the Annexure-2 of the tender form.

1. The tender must be submitted in sealed cover envelope and should reach the office of the undersigned on or before **17.08.2020 up to 3.00 PM**. The committee will open the tender on **17.08.2020 at 4.00 PM**. The tender can be submitted personally or by **Registered post A.D. or Speed Post**.
2. **The envelope shall bear the complete address of the tenderer and shall be superscribed with the words "TENDER FOR SUPPLY OF POULTRY EQUIPMENTS OR CRYOCAN OR CASTRATOR 2020-21"**
3. The prices should be quoted inclusive of all taxes, packing, forwarding, insurance and freight charges F.O.R. Distt H.Q. or F. O. R. destination in case of those equipments which requires installation in the particular place. The time and limit for execution of such order shall be **60 days** from the date issue of order. The tender must be accompanied with security deposit of **the amount 3% of the approximate value of equipment/s (mentioned in Annexure-1) for whom the rates are quoted** in the form of Demand Draft of any scheduled Bank. The Bank draft should be in the favour of the undersigned by designation. Cash or Cheque will not be accepted. And –
  - (1) The tenderer agrees in the writing to undertake any risk involved in the investment.
  - (2) The amount of Security Deposit will be refunded to the unsuccessful tenderers or on rejection of their tender at their cost. It will be retained from the successful tenderers as per the terms and conditions of the contract.
4. Each tender should be accompanied with the Signed and sealed documents as mentioned in the Appendix-C of the Tender Form.
5. **THE TENDER WILL HOLD GOODS UP TO ONE YEAR FROM THE DATE OF RATE APPROVAL.**
6. The Deputy Director of Veterinary Services, District-Jashpur, Chhattisgarh, 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 tenders.
7. The tenderer should tender in the enclosed form only. The same on acceptance will constitute the contract in terms specified there in.
8. The tender thus received will be opened on **17.08.2020 at 4.00 PM** in the **Office of the Deputy Director, Veterinary Services, District-Jashpur Chhattisgarh**, by a committee appointed for the purpose of such Tenders .
9. No tender shall be taken into consideration unless it satisfies all the requirements mentioned in the tender form and is presented within prescribed form and time limit. The Deputy Director of Veterinary Services, District-Jashpur Chhattisgarh, however reserve the right to give any relaxation in this connection.
10. **The conditional tenders are liable to be rejected.**
11. The undersigned may reject all or any of the tenders without assigning any reasons there of.

12. In the event of tender being submitted by a firm it must be signed separately by each member and in the event of absence of any partner it must be signed on his behalf by a person holding a power of attorney authorizing him to do so which should be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act and it should also specify the number of partners who constitute the firm.
13. **No person or firm is permitted to submit more than one tender under different name.**
14. The rates tendered shall not be altered by the tenderer during the terms of the contract.
15. Tenders shall be accompanied with sample of items for which samples have been desired as stated in the appendix- . The samples are submitted in sealed bag bearing complete address of the tenderer and description remain in deposit with the undersigned (till the duration of the contract). The samples or rejected tender will be returned only after such decision is taken at the cost of the tenderer. **No tender shall be accepted without the sample those items whose samples are desired..** Road Transport receipts will not be accepted. The sample should accompany the tenders on the prescribed set and time. The tenderer will have to collect back their samples so deposited within 30 days from issue of letter from this office. In case sample are not lifted back within 30 days then the sample will be forfeited and tenderer will have no right to claim for the same.
16. Each page of the Tender Form and its enclosures should be signed by the tenderer with seal of firm .
17. The serial No. of the articles referred in Annexure- 1 should be quoted in the tender for reference.
18. The undersigned or the department bears no liability for arranging import permits for the goods ordered by us.
19. All dues regarding taxes etc. levied on the supply shall be payable by the contractor himself. The department shall grant certificate for total quantity of supply made but shall not entertain any claim on this account.
20. Equipments shall be strictly as per specification as given with the list.
21. **The make and model of equipments should be mentioned specifically.** The indication of Foreign or Indian will not be sufficient and may thus be rejected by the committee. The guarantee/ warranty card and authorized dealers / suppliers certificates wherever necessary the tenderer should enclose.
22. In case tenderer is registered as SSI/SMSE copy of the registration certificate from the competent authority should be accompanied with the tender form.
23. The amount of Security Deposit shall be refunded in full in case tender of the firm is totally rejected otherwise the amount of security deposit shall be adjusted against the order placed. However, in case the amount so deposited as found short to cover the full value of security deposit the contractor shall have to deposit the difference within 15 days of the notice so issued by the undersigned under registered cover otherwise the contract shall stand terminated and security deposit would be forfeited.
24. The packing units for equipment/apparatus etc. should be clearly mentioned with the full specification of goods.
5. If the rates quoted by the firm in tender documents i.e. proposed rates & M. R. Ps. Got any difference on product information slip at the time of supply then the same must be informed to c well in time (before supply). Regarding above term it is clarified that :-
  - (a) After approval of Tender rate, if M. R. P. increases, there will be no change in approved rates and tenderer have to supply the order on approved tender rates so far.



- (b) If M. R. P. decreases from approved tender rate than the rates will also decreased in same proportionate and the decreased rate will be treated as approved rate, Tenderer have to supply the equipments otherwise The Deputy Director of Veterinary Services, District-Jashpur Chhattisgarh, has the right to take legal action.

Again if The Deputy Director of Veterinary Services, District-Jashpur Chhattisgarh, came to know that there is a difference in the rate mentioned in tender documents and in supply goods. Then The Deputy Director of Veterinary Services, District-Jashpur Chhattisgarh, have to right to take appropriate action & difference amount will be deducted from security deposit. Tenderer are directed to inform the Authorized dealers / suppliers through which the equipments are to be supplied.

- 26. Tenderers should have Annual Turnover of Rs. 1.00 crore per year during last three financial year i.e. 17-18, 18-19 & 19-20.**
27. Illegal and over writing, cutting, artifice etc. in the rates will make the tender liable for rejection.
28. The abstract information regarding tender be submitted duly signed by the tenderer.
- 29. The Firms with ISO certification and GMP/CE/FDA/ISI marked equipments/Instruments and/or with Service Centers in the Chhattisgarh State will be preferred.**
30. A list showing the name of persons who are in near relations with tenderer in the deptt. Should be submitted.
31. The Deputy Director of Veterinary Services, District-Jashpur Chhattisgarh, shall have right to decide the rates of equipments after negotiations or mutual discussions if required.
32. In Case of foreign or imported product the tenderers should submit valid authorization Certificate to import the product from Foreign Manufacturer and to sale within India.
- 33. The original license must be produced as and when required by the Department.**
- S. Those Tenderers who obtain Tender Document through Web-site are required to submit the tender document cost Rs. 5,00/- ( FIVE HUNDRED ONLY) separately along with duly filled and signed Tender Document.**

***PROCEDURE FOR SUBMISSION OF  
TENDER FORM***

**The tender should be submitted in three envelopes :-**

**The First Envelope “A” Should contain Technical Bid and must have –**

- 1 Tender form Fees in the form BD or CGTC
- 2 Earnest Money Deposit in the form of BANK DRAFT
- 3 Duly attested copy of Certificate of manufacturing Company’s Registration or Establishment from competent authority
- 4 If tenderer are authorised dealer then submit Duly attested copy of Certificate of Registration or Establishment from competent authority
- 5 Duly attested copy of Import/Export Certificate if quoted product are imported
- 6 Duly attested copy of Certificate of GMP/ FDA/CE/ISI/ ISO regarding the Equipments/ Instruments from competent authority
- 7 Duly attested copy of Certificate of SSI/SMSE regarding the Equipments/Instruments from competent authority
- 8 Turn Over certificate the Tenderer of Rs. 01.00 Crore per year for the last three years 17 -18, 18-19 & 19-20 from CA supported by Balance sheet
- 9 Goods and services tax registration certificate of tenderer
- 10 If tenderer are authorized dealer then submit manufacturer authority letter
- 11 List & Addresses of Authorized Dealers & Service Centers in Chhattisgarh State
- 12 Non-Conviction Certificate of the Tenderer from Public Notary in Rs. 50/- Non Judicial Stamp paper
- 13 Covering Letter – Specimen-1
- 14 Abstract Information Regarding Tender Specimen-2
- 15 Agreement Bond on Rs. 100/- Non Judicial Stamp paper duly signed by the tenderer Specimen – 3
- 16 Acceptance of Terms and Conditions Specimen -4
- 17 Name , Model/Make, Specifications of items quoted Sample Submitted in Specimen -5
- 18 Details of Person working with Tenderer Specimen-6
- 19 List of Sample / Brochure Submitted
- 20 Duly signed and fill Pre Contract Integrity Pact in Rs 50/- Non Judicial stamp paper (Specimen – 8 )
- 21 Non-Conviction & not be Black Listed declaration of the Tenderer from Public Notary in Rs. 50/- Non Judicial Stamp paper
- 22 Tender Form duly signed by authorized person. (Form Page No. to )

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

**The Second Envelope “B” should contain the Financial Bid :-**

The Rate Offer form in **Annexure- 3** quoting the cost of equipment/items inclusive of all taxes duly sealed and signed

**The Third Envelope “ C” may Contain Envelope “A” and Envelop “B”**

### PROCESS FOR EVALUATION OF TENDER

The evaluation of the tender by the Tender Opening Committee would be done first by **Evaluation of Technical Bid cover-A** on the basis of documents mentioned in Annexure E and the **Financial Bids** of the Tenderers qualified in the Technical Evaluation will be then opened by the Tender opening Committee to provisionally assign the item-wise selection in the order of preference as under.

**First Preference** - LI  
**Second Preference** - L-II  
**Third Preference** - L- III

### PURCHASE OF EQUIPMENTS

The ISI marked equipments/Instrumnts or Equipments/Instrumnts from ISO certified companies will be purchased preferably irrespective of lowest rate.

The firms with Authourized Distributors and Service Centers in Chhattisgarh State will be preferred in purchase.

SSI of the Chhattisgarh State would be given preference as per Chhattisgarh State Store Purchase Rule 2002 ( AS AMENDED)

If the First contractor fails to execute the purchase order within the mutually agreed delivery period, the order will be cancelled at firms risk and cost and thereafter, the purchaser shall opt for Second and Third in the order of priority and the difference of cost will be recovered from the defaulting contractors i.e. First one.

**Deputy Director  
Veterinary Services  
District-Jashpur  
Chhattisgarh**

**TERMS & CONDITIONS OF TENDER (SUPPLY & PAYMENTS)**

1. The tenderer whose contract may be accepted (herein after called the contractor) shall within fifteen days of receipt of information of the acceptance of the tender by him, should deposit the sum equal to the difference of 3% of the value of order placed with him and the S D deposited, if higher than S D, either in the Government Treasury Challan or Demand Draft from scheduled banks and the amount should be duly endorsed to the Deputy Director of Veterinary Services, District-Jashpur C.G. The amount may also be deposited in any other manner accepted to the Deputy Director of Veterinary Services, Jashpurnagar District-Jashpur C.G in terms of general orders by the Tenderer or otherwise same money payable by the tenderer to the Governor of Chhattisgarh under the terms of this tender, may be deducted from the amount of security deposit or from the interest arising there from or from any sums which may be due or may become due to the account of tender by the Governor of Chhattisgarh on account, after the proper completion of the tender.
2. The prices will hold good up to ONE YEAR. The delivery of goods by the tenderer should be at the office of the Deputy Director of Veterinary Services, District-Jashpur C.G or FOR destination in case of those equipments which requires installation in the particular place. The cost of packing, forwarding, freight and other charges effecting the delivery at the destinations shall be borne by the tenderer.
3. The Deputy Director of Veterinary Services, District-Jashpur C.G reserves the right to increase or decrease any one or more items of supply during the contract. The tenderer will be bound to comply without any claim for the compensation.
4. All dues regarding taxes and duties including GST/sales tax /commercial tax/ excise duty/ octroi duties levied on the supply shall be payable by the tenderer himself. The Department shall grant a certificate of total quantity of supply made but not entertain any claim on this account.
5. All losses during transit due to breakage and shortage, spoilage etc. will have to be made good by tenderer at his own cost.
6. The tenderer shall not sublet the contract assigned to any other party or parties, the whole or any portion of the tender.
7. In case commodities indented are not supplied with in the time limit or loss is not made good according to the terms & conditions of this contract, the tenderer shall be liable to pay liquidated damages and by the way of penalty the sum of 2% per month of the cost of order placed, shall be deducted from the bill. Further it shall be lawful for the Deputy Director of Veterinary Services, District-Jashpur C.G to purchase the articles 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 Governor. Incase, however, no supply is made even after expiry of **60 days** from the issue of order of supply before closing of financial year, the amount of security deposit shall be forfeited to the Government of Chhattisgarh and the tender shall stand terminated. However, if the Deputy Director of Veterinary Services, District-Jashpur C.G 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 **90 days from the date of order placed** in any case. In such case the Department may for go the whole or part of the liquidated damages as the Deputy Director of Veterinary Services, District-Jashpur C.G may deem proper except the actual extra cost incurred in making purchases from open market.
8. The rates quoted in the tender will remain effective upto **one year from the date of rate approval.**

9. The decision of the Deputy Director of Veterinary Services, District-Jashpur C.G for the time being shall be final and conclusive upon all question relating to the meaning of the various commodities of equipment, instrument and articles etc. and their specification and other condition herein before mentioned or as to and other question matter or thing whatever in any way arising out of relation to the tender specifications, instructions of these conditions or otherwise concerning the supplies.

10. In the event of the supply being not accepted at the destination, it shall be responsibility of the tenderer to remove the same forthwith at his own charges and cost.

11. **Payment for the supply will ordinarily be made 80% of the equipment etc. after safe receipt of the equipment at site within one month and rest 20% will be paid after successful installation, commissioning & trial run of the equipment by supplier.** In case of other articles payments will be made after safe receipt and verification of the same at site within one month. Payment will be made through **Demand Draft and Commission** will be borne by the supplier.

12. In the event of breach of the terms & conditions of the tender by the tenderer, the Deputy Director of Veterinary Services, District-Jashpur C.G, shall forfeit the security deposit of the balance, there as that may at that time be remaining, for the said breach, but without prejudice to the right of Governor of Chhattisgarh to recover further sum as damages from any sum which may become due to the tenderer by the Government or otherwise however.

13. Any amount due to the Governor of Chhattisgarh from the tenderer on any account in respect of this tender may be recovered from him as arrears of land revenue.

14. In case of any dispute arising out of this tender or any of the provisions herein contained or anything arising here out except in respect of matters on which the decision of the Deputy Director of Veterinary Services, District-Jashpur C.G, is herein before declared to be final and binding to all. The same shall be referred to the Secretary (Agriculture), Government of Chhattisgarh, Raipur for arbitration and his decision thereon shall be final and binding on all concerned.

15. Dispute in arbitration and complaint should be lodged in the court of District-Jashpur jurisdiction only.

16. The tenderer shall be held responsible for the supply of any spurious equipment & apparatus and the cost involved in testing and other legal proceeding shall have to be borne by him.

**S. The original license must be produced as and when required by the Department.**

**Date :**

**Signature of Tenderer with Seal**  
**Name :- -----**

## Approximate Requirement of Different Equipments/Instruments

S.No.	Name of Items	Sample or Brochure Required	Approximate Nos. Required	Approximate Total Cost (Rs)	Security Deposit (Rs)
1	2	3	4	6	7
1	POULTRY SEETER 17000 EGG CAPACITY	B	1	400000	12000
2	POULTRY HATCHER 11000 EGG CAPACITY	B	1	300000	9000
3	Bird Transportation Cage	B	10	20000	600
4	Hatcher Setter Spare Parts- (A)Digital Controllers all in one (B) Gunny Ring (C) Brass Plates (D) Fan Blades (E) Door Switches (F) Fan Motor...1 h.p (G) Fan Belts (H) Toggle Switches (I) Humidity Sets (J) Humidity Coils (K) Transfer changer (L) Ply Relay (M) U Heaters (N) Sensors (O) Relay Base (P) Set Box (Q) Linear Activator	B	As per requirement	10000	300
5	Chick Drinker Plastic Manual	B	10	1000	30
6	Grower Drinker Plastic Manual	B	10	2500	75
7	Chick Feeder Semi Automatic Plastic	B	10	1500	45
8	Feeder Semi Automatic Plastic	B	10	3000	90
9	Castrator for Bovines (Imported Only)	S	60	990000	29700
10	Castrator for Ovine (Imported only)	S	60	690000	20700
11	Portable Liquid Nitrogen Container 3 LTR Capacity With Lid & Canister	B	17	240720	7221
12	Liquid Nitrogen Transport Container Capacity 50-55 LTR	B	25	762575	22877

NOTE :- "S" for sample with label and standard packing, where Samples required and "B" for brochure with photographs and detailed specification of the equipments for which the rates are quoted by tenderer

**SPECIFICATION OF EQUIPMENTS/INSTRUMENTS**

S. No.	Name of Equipment	Specification	Remark
1	POULTRY SEETER 17000 EGG CAPACITY	Fully automatic linear activator export quality all digital controlled Incubators made off F.R.P. fiber sheet (water proof, heat proof, Oil proof) sheets covered with high density thermo cole and also with 2.7 mm aluminum channels.	<b>Per Pc.</b>
2	POULTRY HATCHER 11000 EGG CAPACITY	Fully automatic linear activator export quality all digital controlled Hatcher made off F.R.P. fiber sheet (water proof, heat proof, Oil proof) sheets covered with high density thermo cole and also with 2.7 mm aluminum channels.	<b>Per Pc.</b>
3	Bird Transportation Cage	Capacity : 12-18 Breeder Birds, Dimensions : 36" L X 22" W x 11" H, Weight: 6500 to 6800 gms.	<b>Per Pc.</b>
4	Hatcher Setter Spare Parts- (A) Digital Controllers all in one (B) Gunny Ring (C) Brass Plates (D) Fan Blades (E) Door Switches (F) Fan Motor...1 h.p (G) Fan Belts (H) Toggle Switches (I) Humidity Sets (J) Humidity Coils (K) Transfer changer (L) Ply Relay (M) U Heaters (N) Sensors (O) Relay Base (P) Set Box (Q) Linear Activator	Suitable for system installed in Government Poultry Farm, Jashpur	<b>Per Pc.</b>
5	Chick Drinker Plastic Manual	No. of chick per Drinker : 100, Water Capacity: 3.0 lit, Water cone hight 190 mm, Bottom Plate Diameter 255 mm, Plastic stand 2 way.	<b>Per Pc.</b>
6	Grower Drinker Plastic Manual	No. of birds per Drinker : 35, Water Capacity: 10 lit, Water cone hight 385mm, Bottom Plate Diameter 317 mm, Plastic stand 2 way.	<b>Per Pc.</b>
7	Chick Feeder Semi Automatic Plastic	No. Of chicks per feeder : 50 chicks, Feed capacity : 2kg, Feeder Pan diameter : 255 mm, Mini chick Grill : 30 mm, Chick Feeder extension	<b>Per Pc.</b>

8	Castrator for Bovines (Imported Only)	<p>Original Imported with manufacturers identification, Bloodless Castrators with Spanner for tightening the jaws. Embossed with manufacturer identification, drop forged made from magnetic carbon steel with rigid, smooth &amp; finely machined, standard interchangeable joints &amp; fittings &amp; with high gloss smooth anti – rust Nickel plating. The manufacturing process &amp; quality to be Governed by Highest International Quality Assurance EN 46001 &amp; DIN 90001 Certification &amp; GOI approval Certification packed in company printed packing material. The instrument has the following specification:</p> <ul style="list-style-type: none"> <li>a) Weight (with Spanner): 2.2 Kg - 2.5 Kg.</li> <li>b) Length: around 450 mm.</li> <li>c) Width &amp; K jaws: 73 cm to 75mm.</li> <li>d) Material (Steel): C 55</li> <li>e) Hardness: 40 – 45 HRC.</li> <li>f) Surface: High gloss smooth Nickel plated.</li> <li>g) Closing force at the extremity of the branches: 35 + 5N.</li> </ul> <p>Space at Joint for High performance both sizes should have extra space at Jaws Joint ‘B’ for extra leverage &amp; pressure at Jaw Joint ‘A’ &amp; Arm Joint ‘B’ ‘C’ on final compression (Castration): - 4 mm. Handle made of Fiber unbreakable Raw Material.</p>	
9	Castrator for Ovine (Imported only)	<p>Original Imported with manufacturers identification, Bloodless Castrators with Spanner for tightening the jaws. Embossed with manufacturer identification, drop forged made from magnetic carbon steel with rigid, smooth &amp; finely machined, standard interchangeable joints &amp; fittings &amp; with high gloss smooth anti – rust Nickel plating. The manufacturing process &amp; quality to be Governed by Highest International Quality Assurance EN 46001 &amp; DIN 90001 Certification &amp; GOI approval Certification packed in company printed packing material. The instrument has the following specification:</p> <ul style="list-style-type: none"> <li>a) Weight (with Spanner): 0.69 Kg.</li> <li>b) Length: 230 mm.</li> <li>c) Width &amp; K jaws: 43 mm.</li> <li>d) Material (Steel): C 55</li> <li>e) Hardness: 40 – 45 HRC.</li> <li>f) Surface: High gloss smooth Nickel plated.</li> <li>g) Closing force at the extremity of the branches: 70 + 5N.</li> </ul> <p>Space at Joint for High performance both sizes should have extra space at Jaws Joint ‘B’ for extra leverage &amp; pressure at Jaw Joint ‘A’ &amp; Arm Joint ‘B’ ‘C’ on final compression (Castration): - 1 mm.</p>	
10	Portable Liquid Nitrogen Container of 3LTR Capacity with Lid and Canisters	<p>1- Functional Requirement : The Container filled with liquid Nitrogen would be used to preserve frozen semen doses in Canisters/Goblets/at NTP use</p> <p>2- Design Requirement :</p> <ul style="list-style-type: none"> <li>Net Capacity – 3.00 liters</li> <li>Straw holding capacity: single level 0.25ml 180 and 0.50ml 90 nos</li> <li>No. of Canisters/Goblet-5</li> <li>Maximum allowed static evaporation rate -0.097 ltr per day</li> <li>Minimum required static holding time – 15days</li> </ul>	



		<p>Field working duration @ 1.6 safety factor-8days  Material of construction: Cryocan body-Alloy grade IS737-1974(52000)  Cap- Poly Carbonate  Insulation – Multi layer super insulation (MLSI)  The Container should be one piece construction. It should be high vacuum super insulated. Advanced Chemical vacuum retention system . The supplier should indicate the degree of vacuum in “ Torr” and the material of insulation  The cap of the container may be in one or two parts i.e outer lid made of Aluminium/Polycarbonate and the inner neck plug with insulating material. The cap should have be grooved to match with canisters. The cap should have provision for locking during transit.</p> <p>The canister should be sturdy to withstand transport and regular use. The joints with fiber glass tube should be very firm and long lasting. The canister should have minimum height of 120mm and provided with a hole of 2mm dia at 20mm from bottom of the canister. Each canister should accommodate one goblet of 35mm dia in one level\</p> <p>The canister should fit into slots of the indexing ring of the container neck and to be held firmly in place by container neck and to be held firmly in place by container cap. The canister should have smooth surface and all the weld joints should be smooth without causing any damage to container or persons handling. The inner and outer corners of the container should be well rediused.</p> <p>Lifting handle/handles should be provided for easy handling of the container.</p> <p>Inspection: Purchaser reserves the right to inspect the cryocan during manufacturing stages and witness the performance test.</p> <p>General : The container should be guaranteed for 5 (five) years from the date of receipt against defects and each container should be provided with a test Certificate and guarantee card.</p> <p>Containers should be packed separately with proper packing material to avoid damage during transit.</p> <p>BIS certification is must.</p> <p>The manufacturer must be ISO certified.</p>	
11	LIQUID NITROGEN TRASPORT CONTAINER: Capacity : 50-55 LTRS	<p><b>Funtional Requirements:</b> The container would be required for transport and storage of liquid nitrogen at NTP  Conditions: for field use  <b>Design Requirements:</b>  Capacity : 50-55 LTRS  Neck diameter : 30-50mm  Maximum allowable static evaporation rate : 0.45-0.50lbs/Day  Min. Required static holding time : 3-4 months</p>	

		<p>(a) The Containers should be sturdy to withstand regular road transport and withstand jerks.</p> <p>(b) The inner and outer container should be of aluminium alloy IS 737-1974(52008) of suitable thickness.</p> <p>(c) It should be high vacuum super insulated. It should have advance chemical vacuum retention system or this supplier should include the degree of vacuum in "Torr" and material of insulation (MLSI) multilayer super insulation.</p> <p>(d) The caap of the container should be high vacuum, instead of existing coltar vacuum insulation.</p> <p>(e) The lifting handles should be provided on the outer shell for easy handling of the containers.</p> <p>(f) The inner and outer corners of containers should be well rediused.</p> <p><b>GENERAL :</b></p> <p>(i) The containers should be guaranteed for <b>5(FIVE) Years</b> the date of receipts against defects in design workmanship or substanderd material.</p> <p>(ii) Each container should be provided with a test certificate and a guarantee card.</p> <p>(iii) Each container should be packed separately with proper padding material to avoid damages during transit.</p> <p>(iv) Outer container should be covered so as to, protect from transit shock.</p> <p>BIS Certification is must. The manufacturer must be ISO Certified.</p>	
--	--	--	--

**Proposed Rate List of Equipments/Instruments (Financial Bid)**

Sl. No.	Name of Items	Samples / Brochure Submitted	Basic Rate including F.O.R. (in Rs.)	GST value in Basic Rate (in Rs.)	Total Lending Cost (Including GST) (in Rs.)
1	POULTRY SEETER 17000 EGG CAPACITY	“B”			
2	POULTRY HATCHER 11000 EGG CAPACITY	“B”			
3	Bird Transportation Cage	“B”			
4	Hatcher Setter Spare Parts- (A) Digital Controllers all in one (B) Gunny Ring (C) Brass Plates (D) Fan Blades (E) Door Switches (F) Fan Motor...1 h.p (G) Fan Belts (H) Toggle Switches (I) Humidity Sets (J) Humidity Coils (K) Transfer changer (L) Ply Relay (M) U Heaters (N) Sensors (O) Relay Base (P) Set Box (Q) Linear Activator	“B”			
5	Chick Drinker Plastic Manual	“B”			
6	Grower Drinker Plastic Manual	“B”			
7	Chick Feeder Semi Automatic Plastic	“B”			
8	Feeder Semi Automatic Plastic	“B”			
9	Castrator for Bovines (Imported Only)	“S”			
10	Castrator for Ovine (Imported only)	“S”			
11	Portable Liquid Nitrogen Container of 3LTR Capacity with Lid and Canisters	“B”			
12	LIQUID NITROGEN TRANSPORT CONTAINER: Capacity : 50 LTRS	“B”			
13	LIQUID NITROGEN TRANSPORT CONTAINER: Capacity :55LTRS	“B”			

Note : “S” for sample with label and standard Packing. Where sample required and “B” for brochure with photograph and detailed specification of the Items for the rates are quoted by Tenderer or Manufacturing Company.

*Signature and Seal of Tenderer*

## Specimen-1

## COVERING LETTER

Dated:

To,

The Deputy Director of Veterinary Services,  
District-Jashpur Chhattisgarh

**Subject: Technical and Financial Proposal for Supply of Poultry Equipment/Cryocan/Castrator for the year 2020-21**

**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 Envelope 1 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)

**ABSTRACT INFORMATION REGARDING TENDER**

**For Manufacturer -**

Name of the Manufacturer & Full Address

.....  
.....  
.....

Phone Nos. ....

Fax .....

E-Mail .....

License No. & Date .....

Issued by .....

Valid up to .....

Tin No. ....

Bank Name .....

Branch Name .....

Bank Account No. ....

Bank IFSC Code .....

Name & Signature of the Authorized Signatory

**For authorized distributor/dealer/supplier -**

Name of Authorized distributor/dealer/supplier, Full address

.....  
.....  
.....

Phone Nos. ....

Fax .....

E-Mail .....

Tin No. ....

Bank Name .....

Branch Name .....

Bank Account No. ....

Bank IFSC Code .....

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

-----  
-----

Name & Signature of the Authorized Signatory

Specimen-3

**AGREEMENT BOND****(TENDER FOR SUPPLY OF POULTRY INSTRUMENT/CRYOCAN/CASTRATOR)**

I/We hereby tender for the supply Poultry Instrument/Cryocan/Castrator to the Governor of Chhattisgarh acting through The Deputy Director of Veterinary Services, District-Jashpur, Chhattisgarh, (hereinafter called Governor of C.G.) for supply of Polutry equipments/Instruments 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 contract 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.

The sum of **Rs.**                      **/- (Rs.**                      **Only)** is forwarded herewith as **Security Deposit** the full value of which is to be absolutely forfeited to the said Governor or his successor in office without prejudice to any other rights or remedies of the said Governor or his successors in the office. In case I/We fail to undertake the supply of commodities, or fail to deposit the full amount of security in accordance with condition No.-1 of the said terms and conditions of contract dated this day                      of                      2020.

Witness .....

Address .....

Occupation .....

Signature & seal of Tenderer

(Name.....)

The above tender is hereby accepted by me on behalf of Governor of Chhattisgarh, Dated .....2019.

Deputy Director  
Veterinary Services,  
District-Jashpur Chhattisgarh

**NOTE- This agreement bond must be typed on Non-Judicial stamps worth Rs.100 (Rs. Hundred only) and must be signed accordingly Notarized.**

**Specimen – 4**

**Acceptance of Terms and Conditions**

**ACCEPTANCE OF TERMS AND CONDITIONS IN AN AFFIDAVIT BEFORE THE EXECUTIVE  
MAGISTRATE OR PUBLIC NOTARY ON A NON-JUDICIAL STAMP PAPER OF RS. 50/-**

To,

The Deputy Director of Veterinary Services,  
District-Jashpur 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)

Name , Model/Make, Specifications of items quoted & Sample Submitted

<b>S.No</b>	<b>Name of Instruments/ Equipments</b>	<b>Model/Make &amp; Manufacturer name</b>	<b>Specification</b>	<b>No. of units Sample submitted</b>

Signature and seal of the Bidder \_\_\_\_\_



Specimen-6

**DETAILS OF PERSONS WHO ARE WORKING WITH THE MANUFACTURER/TENDERER WHO HAVE RELATIVES OF ANY GAZETTED OFFICERS OF VETERINARY DEPARTMENT OF CHHATTISGARH**

A list showing the name of the persons who are working with the bidder and are near relations of any Gazetted officers of Veterinary Department of Chhattisgarh.

<b>Sr. No.</b>	<b>Name of persons working with contractor</b>	<b>Related to which Gazetted Officer of Vet. Deptt.</b>	<b>Nature of relation</b>	<b>Remark</b>
<b>1</b>				
<b>2</b>				
<b>3</b>				
<b>4</b>				

Signature and Seal of Tenderer

## Specimen 7: Financial Proposal and Content

Separate Financial Proposal should be placed in envelope clearly marked “Financial Proposal – For Supply of **Poultry Equipment Or Cryocan Or Castrator** for year 2020-21 Financial Proposal be submitted with the covering page as below –

To,  
Deputy Director Veterinary services  
District-Jashpur, Chhattisgarh

**Subject: FINANCIAL PROPOSAL FOR SUPPLY OF POULTRY EQUIPMENT OR CRYOCAN OR CASTRATOR FOR YEAR 2020-21 TO THE DEPUTY DIRECTOR OF VETERINARY SERVICES, DISTRICT-JASHPUR (C.G.)**

Dear Sir,

I/We \_\_\_\_\_ (name of the Organization) are pleased to submit our financial proposal for the supply of -----  
----- in accordance with our technical proposal and as per request in Annexure 1 , 2 & 3 of  
the tender form dated \_\_\_\_\_

Our Attached financial Proposal is for the total sum of Rs given as below for **Annexure-1**

S.No	Name of Item	Amount in Figures (Rs) (total for all Veterinary Instrument/Equipments (inclusive of all taxes, freight and Insurance)	Amount in Words (total for all items) (inclusive of all taxes, freight and Insurance)
1	Items as per format and list attached in Annexure 1,3 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 31<sup>st</sup> March 2021 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)

## 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, District-Jashpur, 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 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, 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 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 .....

(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 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. FAULT 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

Witness

1) .....  
.....

1).....  
.....

2) .....  
.....

2).....  
.....