कार्यालय सिविल सर्जन सह मुख्य अस्पताल अधीक्षक जिला अस्पताल बालोद, जिला–बालोद,(छ.ग.)
Phone No 07749-223924. E-mail ID- civilsurgeonbalod@gmail.com

कमांक / जि.चि. / एन.एच.एम. / निविदा / 2017–18 /1447 बालोद, दिनांक 16/06/2017

द्वितीय निविदा आमंत्रण

100 बिस्तरीय एम.सी.एच. विंग बालोद में मातृत्व व शिशु विभाग के लिए मायनर उपकरण उच्च गुणवत्ता एवं संलग्न सूची अनुसार दर्शित विशेष विवरण के आधार पर कय हेतु निर्माता कम्पनी अथवा उनके अधिकृत विकेता द्वारा सील बंद (दो लिफाफा पद्वति) निविदा आमंत्रित की जाती है।

निविदा निर्धारित प्रारूप में सील बंद लिफाफो में कार्यालयीन समय में कार्यालय सिविल सर्जन सह मुख्य अस्पताल अधीक्षक जिला चिकित्सालय बालोद में दिनांक 17.07.2017 तक पंजीकृत डाक / स्पीड पोस्ट / पी.एण्ड.टी विभाग से अधिकृत कोरियर के माध्यम से प्राप्त हो जाना अनिवार्य होगा। कार्यालय को सीधे प्राप्त निविदा स्वीकार नही की जावेगी। डाक विभाग से विलंब से प्राप्त होने व निर्धारित तिथि व समय के पश्चात प्राप्त निविदाओ पर कोई विचार नही किया जावेगा एवं इसकी कोई जवाबदारी कार्यालय की नही होगी।

01. **निविदा प्राप्त होने की अंतिम तिथि** – दिनांक 17.07.2017 समय अपरान्ह 03:00 बजे तक।

02. **शंका एवं समाधान बैठक (Pre Bid Meeting)** – दिनांक 28.06.2017 समय अपरान्ह 03:00 बजे सिविल सर्जन कार्यालय में।

03. **निविदा खोलने की तिथि** – दिनांक 17.07.2017 समय सायं 04:00 बजे।

निविदा प्रपत्र एवं निविदा सबंधित सम्पूर्ण विवरण नियम व शर्तो का अवलोकन कार्यालय सिविल सर्जन सह मुख्य अस्पताल अधीक्षक के सूचना पटल, www.balod.gov.in www.cghealth.nic.in एवं www.cgstate.gov.in पर किया जा सकता है।

16.6.17
सिविल सर्जन
सह मुख्य अस्पताल अधीक्षक
जिला चिकित्सालय बालोद,(छ.ग.)

100 बिस्तर एम.सी.एच. विंग के उपकरण एवं सामग्री निविदा हेतु
निविदा प्रपत्र

01. निविदाकर्ता का पूरा नाम एवं पता दूरभाष मोबाईल नम्बर एवं ई–मेल आइडी व एड्रेस प्रूफ सहित :.....

02. निविदा मुल्य डिमांड ड्राफ्ट का विवरण :.....

03. सुरक्षा निधि राशि डिमांड ड्राफ्ट का विवरण :.....

04. वाणिज्यकर विभाग में पंजीयन प्रमाण पत्र पर अंकित टिन नम्बर :.....

05. आयकर समाशोधन प्रमाण पत्र :.....

06. पेन कार्ड नम्बर :.....

07. अंतिम तीन वर्ष का आयकर रिटर्न का विवरण :.....

08. मेडिकल उपकरण प्रदायगी के संबंध में दस्तावेज का विवरण :.....

09. टर्नओव्हर से संबंधित प्रमाण पत्र (हॉ / नहीं) :.....

10. निर्माता कम्पनी का अर्थराइजेशन प्रमाण पत्र(हॉ / नही) :.....

11. सत्यनिष्ठा संधि संलग्न (हॉ / नहीं) :.....

12. आई.एस.आई / आई.एस.ओ. / सी.ई. / ई.सी. जो प्रयोजन लागू हो का प्रमाण पत्र। :.....

13. निविदाकार / फर्म का ब्लेक लिस्टेड ना हो संबंधी शपथ पत्र(हॉ / नही) :.....

14. संलग्न दस्तावेजो की संख्या :.....

निविदाकर्ता / फर्म का सील सहित हस्ताक्षर

नाम .....

फर्म का नाम एवं पता .....

कार्यालय सिविल सर्जन सह मुख्य अस्पताल अधीक्षक जिला अस्पताल बालोद, जिला-बालोद(छ.ग.)
Phone No 07749-223924, E-mail ID- civilsurgeonbalod@gmail.com

कमांक / जि.चि. / एन.एच.एम. / निविदा / 2017-18/1446 बालोद, दिनांक 16/06/2017

द्वितीय निविदा आमंत्रण

100 बिस्तरीय एम.सी.एच. विंग बालोद में मातृत्व व शिशु विभाग के लिए मायनर उपकरण उच्च गुणवत्ता एवं संलग्न सूची अनुसार दर्शित विशेष विवरण के आधार पर कय हेतु निर्माता कम्पनी अथवा उनके अधिकृत विकेता द्वारा सील बंद (दो लिफाफा पद्वति) निविदा आमंत्रित की जाती है:-

नियम एवं शर्तें:-

1. निविदा प्रतिष्ठित निर्माता कम्पनी अथवा उनके द्वारा अधिकृत विकेताओ द्वारा ही भरा जा सकता है।
2. निविदाकार निर्माता कम्पनी अथवा अधिकृत विकेता जिसका टर्नओव्हर (राशि रू. 01 करोड प्रति वर्ष) हो, वही मान्य किया जावेगा तथा विगत 03 वर्षो में जिसके लिए चार्टर्ड एकाउन्टेन्ट का (ऑडिट रिपोर्ट) प्रमाण पत्र उपलब्ध कराया जाना होगा।
3. कय केवल वाणिज्यकर विभाग में पंजीकृत फर्म / विकेता से ही किया जावेगा, जिन्हे वांछित निविदा दर सूची में दर्शित मायनर मेडिकल उपकरण विकय करने की स्वीकृति प्राप्त होगी।
4. निविदाकार को वाणिज्यकर विभाग में पंजीयन का जीवित प्रमाण पत्र प्रस्तुत करना होगा।
5. निविदाकार को आयकर समाशोधन प्रमाण पत्र प्रस्तुत करना होगा।
6. निविदाकार को स्पष्ट एवं स्वच्छ अक्षरो में संलग्न निविदा दर सूची में कमवार उपकरण का दर अंकित करना होगा एवं प्रस्तुत दर में करो का स्पष्ट उल्लेख अनिवार्य होगा।
7. निविदाकार का निर्धारण आई.एस.आई / आईएसओ / सीई / ईसी जो प्रयोजन लागु हो स्पष्ट उल्लेख के आधार पर किया जावेगा।
8. निविदाकार को छ.ग. राज्य अथवा भारत में किसी भी शासकीय संस्थान में सफलतापूर्वक मेडिकल उपकरण सामग्री प्रदायगी के संबंध में कार्यालय द्वारा जारी पूर्णता प्रमाणपत्र प्रस्तुत् करना अनिवार्य होगा।
9. निविदाकार को सेल टैक्स क्लीयिरेंस सर्टिफिकेट प्रस्तुत करना होगा।
10. निविदा मुल्य रू. 1000 / - का डिमांड ड्राफ्ट "**जिला जीवनदीप समिति जिला चिकित्सालय बालोद**" के नाम से प्रस्तुत करना होगा, जो वापसी योग्य नही होगा।
11. निविदाकार को निविदा मुल्य का 3 प्रतिशत सुरक्षा निधि के रूप में डिमांड ड्राफ्ट "**जिला जीवनदीप समिति जिला चिकित्सालय बालोद**"के नाम से प्रस्तुत करना होगा। जिसे सफल निविदाकार का रोककर शेष का वापसी योग्य होगा तथा जिस पर किसी भी प्रकार का ब्याज देय नही होगा।
12. निविदाकार को पेन नम्बर, टीन नम्बर, एवं विगत 03 वर्ष का आयकर रिटर्न की प्रति प्रस्तुत करना होगा।
13. निविदाकार द्वारा कय की जाने वाली सामग्री स्वयं के व्यय पर कार्यालय सिविल सर्जन सह मुख्य अस्पताल अधीक्षक जिला चिकित्सालय बालोद में प्रदाय करना होगा।
14. निविदाकार को संलग्न प्रारूप में रू. 100 / - के स्टाम्प पर सत्यनिष्ठा संधि (Pre Contract integrity pact) दो गवाहो के हस्ताक्षर सहित प्रस्तुत करना होगा।
15. सफल निविदाकार को रू. 100 / - के नॉन जूडिसियल स्टाम्प पर 01 अनुबंध करार करना होगा जिसका व्यय निविदाकार को वहन करना होगा।
16. सफल निविदाकार को कय आदेश प्राप्ति दिवस से 30 दिन के अन्दर समस्त कय सामग्री, उपकरण निर्धारित स्थान पर प्रदाय करना अनिवार्य होगा। विलंब की दशा में प्रति सप्ताह 02

प्रतिशत पेनाल्टी अधिरोपित की जावेगी, जो अधिकतम 15 दिवस होगी। इससे अधिक विलम्ब होने पर कय आदेश निरस्त कर सुरक्षा निधि राजसात कर सबंधित फर्म/विकेता कम्पनी को ब्लैक लिस्टेट किया जावेगा। आधी सामग्री प्रदाय किये जाने पर भी उक्त सामग्रियों पर किसी भी प्रकार का भुगतान नही किया जावेगा।

17. स्वीकृत निविदा दर में कोई परिवर्तन मान्य नहीं होगा।
18. निविदाकार को निविदा एक बड़े लिफाफे में जिस पर निविदा एम.सी.एच.विंग उपकरण समाग्री अंकित हो प्रस्तुत किया जावेगा तथा उस पर फर्म का नाम, पता स्पष्ट अंकित होगा, उस बड़े लिफाफे के भीतर लिफाफा "अ" में टेक्नीकल बिड एवं लिफाफा "ब" में प्राइस बिड दोनो सील बंद हो रखा जावेगा।

18. A लिफाफा "अ" के अन्दर निम्नानुसार दस्तावेज रखे जावेगे:–

01. निविदा प्रपत्र।
02. निविदा मुल्य डिमांड ड्राफ्ट।
03. सुरक्षा निधि राशि डिमांड ड्राफ्ट।
04. वाणिज्यकर विभाग में निविदा समाग्री विकय हेतु फर्म के पंजीयक का जीवित प्रमाण पत्र।
05. आई.एस.आई/आई.एस.ओ./सी.ई./ई.सी. जो प्रयोजन लागू हो का प्रमाण पत्र।
06. आयकर समाशोधन प्रमाण पत्र।
07. पेन कार्ड की छायाप्रति।
08. टिन नम्बर की छायाप्रति।
09. तीन वर्ष आयकर रिटर्न की प्रति।
10. सेल टैक्स क्लीयिरेंस सर्टिफिकेट।
11. संलग्न प्रारूप में 100/–स्टाम्प पर सत्यनिष्ठा संधि दो गवाहो के हस्ताक्षर सहित।
12. अधिकृत विकेता द्वारा निर्माता कम्पनी का अर्थराइजेशन पत्र।
13. निर्धारित टर्नओव्हर सबंधित प्रमाण पत्र।
14. छ.ग. राज्य अथवा भारत में किसी भी शासकीय संस्थान में सफलतापूर्वक मेडिकल उपकरण सामग्री प्रदायगी के संबंध में दस्तावेज
15. व्यापारिक संस्थान का पूरा पता एवं उससे सबंधित अधिकृत दस्तावेज।
16. निविदाकार/फर्म कोई राज्य या केन्द्र शासन के संस्था द्वारा ब्लेक लिस्टेड ना हो का 50 रूपये के स्टॉप पर शपथ पत्र।
17. अन्य दस्तावेज।

विशेष :–1. तकनीकि लिफाफा में समस्त दस्तावेजों की जॉच उपरांत सही पाये जाने पर ही कय समिति के संतुष्ट होने के बाद प्राइस बीड का लिफाफा खोला जावेंगा।
2. उपरोक्त संलग्न दस्तावेजो की छायाप्रति स्वयं के द्वारा सत्यापित करना होगा।

18.B लिफाफा "ब" के अन्दर निम्नानुसार दस्तावेज रखे जावेगे:–

01. दरो की सूची विभाग द्वारा प्रदाय की गई, सामग्री की सूची में संबंधित कॉलम में दरे अंकित की जायेगी, तथा कर स्पष्ट उल्लेख होगा। प्रदाय की गई सूची से कोई भी सामग्री निकाला या जोड़ा नही जाना चाहियें।

19. मुख्य सील बंद लिफाफा कय समिति एवं निर्माता कम्पनी/अधिकृत विकताओ के प्रतिनिधियो के समक्ष खोला जावेगा, जिसमें उपलब्ध दो लिफाफे में से तकनीकी लिफाफा प्रथम खोला जावेगा, यदि फर्म/कम्पनी के प्रतिनिधि उपस्थित रहते है, तो इसके लिए निविदाकर्ताओ का अथॉरिटी लेटर होना आवश्यक है।
20. निविदाकार के द्वारा प्रत्येक उपकरण जिस पर लागू हो का न्यूनतम 01 वर्ष का वारंटी प्रस्तुत करना होगा एवं इंस्टालेशन सफल निविदाकार के द्वारा स्वयं के व्यय पर कराया जावेगा तद्उपरांत ही देयको के भुगतान की कार्यवाही की जावेगी।

21. प्रदाय सामाग्री निर्धारित मापदंड अनुसार उपलब्ध एवं सही नही पाये जाने पर स्वीकार नहीं की जावेगी, जिसकी सम्पूर्ण जिम्मेदारी सबंधित फर्म की होगी तथा अमानक स्तर की सामग्रियों को 10 दिवस के भीतर बदलकर प्रदाय करना अनिवार्य होगा।
22. निविदाकार यदि आदेश में दर्शायी कंपनी को बदलकर अन्य कंपनियों की सामग्रियाँ प्रदाय करता है तो उसकी निविदा/अनुबंध को तत्काल समाप्त करने का अधिकार क्रय समिति के पास सुरक्षित रहेगा तथा सुरक्षानिधि राजसात कर निविदाकर्ता को भविष्य में 03 वर्ष के लिए चिकित्सालय की निविदाओं में प्रतिबंधित कर दिया जावेगा।
23. प्रदाय आदेश के विरूद्व कोई अग्रिम राशि का भुगतान नही किया जावेगा।
24. निविदा खोली जाने के बाद निविदाकार को लिपिकीय अथवा मुद्रलेखकीय त्रुटि सुधार का अवसर नही दिया जावेगा। ऐसी शर्ते जैसे – SUBJECT TO AVAILABILTY, SUPPLIES WIL BE MADE AS AND WHEN RECEIVED etc. को अपूर्ण निविदा मानकर निरस्त करने की कार्यवाही की जावेगी।
25. उचित गुणवत्ता की वस्तु का चयन किया जा सके इस हेतु आवश्यकता अनुसार प्रदाय की जाने वाली वस्तु का नमुना देखने का अधिकार क्रय समिति को होगा।
26. निविदा अवधि में प्रदान किये गये उपकरण सामग्री का मूल्य खुदरा बाजार भाव से अधिक नहीं हो।
27. निविदाकार/फर्म कोई राज्य या केन्द्र शासन के संस्था द्वारा ब्लेक लिस्टेड ना हो का 50 रूपये के स्टॉप पर शपथ पत्र प्रस्तुत करना होगा।
28. निविदा प्रस्तुत करने का अर्थ होगा की निविदाकार को उपरोक्त सभी शर्ते मान्य है एवं बंधनकारी है।
29. किसी भी स्थिति में निविदा निरस्त करने एवं अनुबंध समाप्त करने का अधिकार कलेक्टर बालोद का होगा, साथ ही किसी भी विवाद की स्थिति में न्यायालयीन परिक्षेत्र जिला न्यायालय बालोद होगा।

नोट :– निविदा के साथ संलग्न सहपत्रो को पृष्ठाकिंत करते हुये कुल संलग्न पृष्ठो की संख्या प्रमाण पत्र अनिवार्य रूप से प्रस्तुत करें।

16.6.17

सिविल सर्जन
सह मुख्य अस्पताल अधीक्षक
जिला चिकित्सालय बालोद (छ.ग.)

OFFICE OF CIVIL SURGEON CUM HOSPITAL SUPRINTENDENT DISTRICT HOSPITAL BALOD(C.G)

निविदा दर सूची

LIST OF EQUIPMENT For 100 Bedded MCH WING

1. Maternal Health Equipments for MCH Wings

Sr. No	Item Name with Specification		price per unit in Rs.	Vat Tax amount	TOTAL AMOUNT	Make & Model
1	Labor table wth foot steps (With matress)					
2	Examination table with foot steps (With matress & drawaz)					
3	Pulseoxymeter adult					
4	Oxygen cylinder (big & small)					
5	Suction machine adult - electrical (Twin jar)					
6	Foot operated suction machine(Twin jar)					
7	Adult resucitation ambu bag with mask					
8	Newbron rescusitation ambubag with mask 0,1 for NBCC					
9	Adult weighing machine					
10	Digital newborn weighing machine					
11	BP apparatus	Mercury Table				
		mercury Stand				
		Digital				
12	Foetal doppler					
13	Stethoscope					
14	Glucometer					
15	Forceps delivery kit					
16	Silastic vaccume extractor					
17	Delivery tray containing Scissor 1, Artery forceps 2, Sponge holding forceps 2, Sims Speculum 1, Bowl for antiseptic lotion 1, Kidney tray 1					
18	Episiotomy tray containing Episiotomy scissor 1, Artery forceps 2, Allis forceps 2, Sponge holding forceps 1, Toothed forceps 1, Thumb forceps 1, Kidney tray 1, Needle holder 1, Needle(round body 1 and cutting 1)					

19	LSCS Set				
20	T.T. Set				
21	D & C Set				
22	MVA Syringe				
23	Kocker Forceps small				
24	Kocker Forceps large				
25	Sims Speculam - Medium				
26	Vaginal Wall Retractor				
27	Uterine Sound				
28	PPIUCD Kit				
29	Cervical Biopsy Set				
30	Formaline Dispenser				
31	Air Purifier for LR, OT, SNCU				
32	Suturing Set				
33	L.P. Tray Set				
34	Endo tracheal tubes sets				
35	tongue depressors				
2. Child Health Equipments for MCH Wings					
36	Resuscitator, hand-operated, neonate and child, 500 ml				
37	Laryngoscope set – pediatric size				
38	Electronic baby weighing Scale				
39	Suction Pump, foot operated				
40	Thermometer, clinical, digital				
41	Light for examination				
42	Syringe Hub Cutter Electrical				
43	Phototherapy unit, single head, high intensity				
44	Resuscitator, hand-operated, neonate and child, 200 ml				
45	Suction pump, portable				
46	Surgical instrument, suture/SET				

47	Oxygen Hood , S and M size, set of 3 each including connecting tubes				
48	Oxygen concentrator				
49	Pulse Oxymeter, bedside, neonatal				
50	Neonatal Stethoscope 1 for each bed				
51	Sphygmomanometer, neonate, electronic				
52	Light examination for mobile				
53	Measuring tape, vinyl coated				
54	Kidney basin, stainless steel, 825 ml				
55	Dressing tray, stainless steel				
56	infusion stand, double hook				
57	Indicator, TST control spot				
58	Irradiance meter for phototherapy units				
59	Infantometer				
60	Bench top steam Autoclave, electrical				
61	Sterilising drum, 165 mm diameter				
62	Electric Steriliser				
63	Gowns for staff and mothers				
64	Haematocrit Centrifuge				
65	Binocular Microscope with Illuminator				
66	Bilirubinometer				
67	Glucometer with Dextrostix				
68	Spot lamps				
	3.Laboratory Equipment for MCH wings				
69	Binocular Microscope				
70	Electric Calorimeter				
71	Electric centrifuge, table top				
72	Hot plates				
73	PH meter				
74	Paediatric Glucometer/Bilirubinometer				
75	Glucometer				
76	Haemoglobinometer				

77	TCDC count apparatus				
78	ESR stand with tubes				
79	Test tube stands				
80	Test tube rack				
81	Test tube holders				
82	Spirit lamp				
83	Knife Sharpner				
84	Whole Blood Finger Prick HIV Rapid Test and STI Screening Test each				
4.List of Immunization equipment For MCH Wings					
85	spare ice pack box				
86	Waste disposal twin bucket, hypochlorite solution				
87	Thermometers Alcohol (stem)				
88	Dustbin with lid				
89	Water container				
90	Hub cutters				
Grand Total					

Annexure

PRE-CONTRACT INTEGRITY PACT

1. GENERAL

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on.....day of the month.....20....., between, the Government of Chhattisgarh acting through Shri.....(Designation of the officer, Department) Government of Chhattisgarh (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure (name of the Stores/Equipment/Work/Service) and M/s.....represented by Shri.....Chief Executive Officer (hereinafter called the "BIDDER/Seller", which expression shall mean and include, unless the context otherwise requires, his successors an permitted assigns) and the Second Party, is willing to offer/ has offered.

1.2. WHEREAS the BIDDER is a Private Company/Public Company/ Government Undertaking/ Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government, performing its function on behalf of the Government of Chhattisgarh.

2. OBJECTIVES

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

2.1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2. Enabling BIDDERs to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

3.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2. The BUYER will, during the pre-contract stage, treat BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERs.

3.3. All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means an 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 biding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

4.3. The BIDDER further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

4.7. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

4.8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

5.2. If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

6.1. Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of.....

(ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the..... (BUYER).....on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii)Any other mode or through any other instrument (to be specified in the RFP).

6.2. The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.

6.3. In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

7.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broken with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

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

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

shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

7.2. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

8.1. The BIDDER undertakes that if has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT MONITORS

9.1. The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

9.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

9.6. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations

10. FACILITATION OF INVESTIGATION

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

11. LAW AND PLACE OF JURISDICTION

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

12. OTHER LEGAL ACTIONS

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

13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at..... on.....

BUYER BIDDER