CHHATTISGARH STATE CO-OPERATIVE MARKETING FEDERATION LTD.
6th Floor, Tower 'C' Commercial Complex, CBD Building, Sector - 21,
Nava Raipur Atal Nagar, Raipur (C.G.)
Ph. No – 2425440, 2425444(E-mail : mf_ctrlroom_raipur@gov.in)

3nd CALL E-TENDER DOCUMENT OF CHEMICAL FERTILIZER FOR KHARIF 2022

DOCUMENT COST : RS. 5000.00

SCHEDULES ARE GIVEN BELOW :-

BID START DATE	12/05/2022	03:00 PM
BID END DATE	26/05/2022	06:00 PM
BID OPEN DATE	27/05/2022	11:00 AM

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CHHATTISGARH STATE CO-OPERATIVE MARKETING FEDERATION LTD.,
6th Floor, Tower 'C' Commercial Complex, CBD Building, Sector 21,
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SUB :- E-TENDER FOR PURCHASE OF CHEMICAL FERTILIZERS FOR KHARIF 2022 (01.06.2022 to 30.09.2022)

The Chhattisgarh State Cooperative Marketing Federation Ltd., Raipur invites e-tenders from the Manufacturers, Bona-fide Importers for the supply of following CHEMICAL FERTILISERS at the storage centers of MARKFED as per FCO specifications."

S. No.	PARTICULARS	APPROX QNTY. IN M.T.	EARNEST MONEY DEPOSIT (Rs.)
1	Di-ammonium Phosphate (18-46-0) Imported/Indigenous	1,80,000	5,00,000/-
2	N. P. K. (12-32-16)	70,000	2,00,000/-
3	Muriate of Potash (K-60%)	45,000	1,50,000/-

Fertilizer tendered to be supplied should be strictly conforming to FCO specification.

NOTE :-

- Bids are invited for individual fertilizer.
- Document cost & EMD must be submitted as per individual fertilizer bid submission via RTGS/NEFT/DD (Demand Draft)
- All eligible/interested e-tenderers are mandated to get enrolled on Chhattisgarh e–procurement portal https://eproc.cgstate.gov.in
- Apart from above costs, charges for registration and Payment Gateway charges Rs. 311/- along with applicable taxes will be additional at the time of bidding as per Chhattisgarh e–procurement portal.
- Document Cost is Non Refundable.

* TERMS AND CONDITIONS OF THE TENDER *

1. RATES :-

A. The Tenderers shall quote separate rates on separate tender form for supply of fertilisers enlisted in tender for the supply to be made in the whole of the State of Chhattisgarh for the KHARIF 2022 (01.06.2022 to 30.09.2022)

B. The rates shall be quoted per ton F.O.R. Markfed storage centers and should be inclusive of all taxes, levies and duties except GST.

C. If the supplier happens to quote simultaneously or subsequently, for the supply period and during if or for any part thereof, at rates lesser than accepted by Markfed, to any other institution/Agency/Co-operative Societies/Govt. body or to any other purchaser or tenderer in Chhattisgarh such lesser rates shall automatically become applicable in relation to supplies made to MARKFED and consequently deduction shall also become effective forthwith.

D. The supplier shall have to submit, certified copies of invoices, details of credit notes and actual transportation charges and other benefits being allowed to any other institution, Agency, Co-operative Societies, Govt. body or to any purchaser or tenderer, to Chhattisgarh MARKFED, by computation, if the net supply rates are found lesser than that of MARKFED, such net lesser rates shall automatically become applicable in relation to supplies made to MARKFED and consequently corresponding deduction shall also become effective forthwith.

E. The suppliers should give a notarized undertaking on the stamp paper of appropriate value at the time of receiving payments of bills that they have not supplied anywhere any quantity less than the rate approved by Markfed.

The price as quoted above shall remain valid up to 30.09.2022. Validity period can be extended on consent.

2. EVALUATION OF TENDER :-

Since the product is subsidized and its movement is controlled by Central Govt. Supply of quantity depends upon the allocation given by Central govt. for Chhattisgarh state. Hence Markfed will have to accept tender received from various suppliers to fulfill the fertilizer requirement in the co-operative sector. Markfed will evaluate the offers as follows :-

(i) Lowest price structure : L-1 would be compared on the basis of Supply rate which is entered by tenderer in online e-procurement portal.

(ii) Highest credit period : Markfed will try to get higher interest free credit period for reducing interest cost burden on Markfed as well as State govt.

3. EARNEST MONEY :-

E–tenders received must accompany earnest money as prescribed in the tender notice either by RTGS/NEFT or in the shape of Demand Draft in favour of CHHATTISGARH STATE CO-OPERATIVE MARKETING FEDERATION LTD, RAIPUR. The condition of earnest money would be applicable to Govt. of India undertakings but co-operative companies are exempted. Tenders not accompanied with earnest money shall be liable for rejection. The earnest money is subject to forfeiture, if after submitting the tender, the tenderers retract from or modifies any of the terms and conditions of the tender offer or after execution of agreement, if tenderer fails to supply the stock as indented by the markfed and the markfed finds the deliberate reluctance on part of tenderer to supply the stock, in that case Earnest Money shall be forfeited. Any earnest money lying with MARKFED on account of any other contract (s) shall not be adjusted against the earnest money amount of this tender.

NOTE:-

- Bank details for payment through RTGS/NEFT –
  Bank Name – INDUSIND BANK, SHANKAR NAGAR BRANCH
  A/c Number – 100061001821
  IFS Code – INDB0000758
- In case of payment through Demand Draft, Scanned Copy of Demand Draft has to be submitted online and original copy of Demand Draft has to be submitted to the Markfed head office on the last date of tender.
- Markfed will not liable to pay any interest on Earnest Money Deposit (EMD)/Security Deposit(SD) amount for any period.

4. SECURITY DEPOSIT :-

As soon as the order is placed to the supplier, interest free security deposit as under is required to be deposited with the MARKFED or shall be deducted from the very first bills of the supplier:-

1. DAP @ 5% on the supplied quantity subject to a maximum of Rs. 10.00 lacs.
2. NPK(12:32:16) @ 5% on the supplied quantity subject to a maximum of Rs. 5.00 lacs.
3. MOP @ 5% on the supplied quantity subject to a maximum of Rs. 5.00 lacs

5. SUPPLY ORDER / DISPATCH INSTRUCTIONS :-

A. The MARKFED shall place, Supply Order/Dispatch Instructions for all the fertilizer as per the requirements, specifying the quantity to be supplied to various DMOs in the State. As soon as supply order/dispatch instructions has been issued, the supplier should contact the DMOs concerned and obtain dispatch program and start dispatches of the fertilizers to the storage centers as per the program given by the DMOs. The supplier shall supply the indented quantity, within the time limit given by DMO concerned. Once the tender is accepted by the MARKFED and indent is given to them, the supplier is bound to supply the fertilizers.

B. Tenderers, whose tenders are accepted are required to get registered under the F.C.O. with the Director of Agriculture, Chhattisgarh and submit a copy of the Registration Certificate to MARKFED before commencing supplies.

C. For direct supply, society wise supply programme jointly signed by DMO Markfed , Manager/Nodal Officer DCCB and concerned company representative will be issued to suuplier for each supply to societies. This programme will be prepared by Manager/Nodal Officer, DCCB on the basis of demand raised by societies.

6. DELIVERY :-

The supplier is bound to supply the ordered quantity as per supply plan, at the storage/double lock centersof the MARKFED located in various districts in Chhattisgarh. Transport and unloading charges at the destination shall be paid by the supplier. Shortage, if any, found at the time to delivery at the godowns of buyer shall be borne by the supplier.

7. PACKING:-

A. The material shall be supplied in new, sound, strong and machine stitched HDPE bags in 50 kg.weight. Old, torn, cut, damaged or mutilated bags shall not be accepted by the buyer.

B. In case Markfed requires empty gunnies of the supplier for rebagging of cut and torn bags found during storage and delivery, the same shall be arranged by the supplier.

8. INSPECTION AND SAMPLING :-

(i) The Markfed reserves the right to appoint as officers for inspection of consignment before or after loading and to stop taking delivery of such consignment in which the stock of fertilizer is found sub-standard. The supplier shall have to ensure timely supply of agreed quantity and quality of fertilizer so as to maintain the schedule of supply.

(ii) Random samples will be drawn in the storage centers of the Markfed from the stocks received.The sample (s) will be drawn by the authorized Inspector as authorized by the Fertilizer Control Order and sent for chemical analysis to any of the notifiedChemical Laboratory by the State Government of Chhattisgarh under the Fertilizer Control Order 1985.

(iii) Besides, random samples of Fertilizers may be drawn at the concerned delivery centers of the Markfed jointly with the representative of the supplier. Such sealed samples will be sent to any reference laboratory notified by the Government of Chhattisgarh for analysis of the stocks as per specifications under the Fertilizer Control Order 1985.

In case the supplier fails to send his representative within one week to the storage centers of the Markfed from the date of receipt of fertilizer stocks at the storage centers of the Markfed, the sample (s) may be drawn by the nominee of the buyer or his authorized representatives and it will be deemed to have drawn jointly by the supplier and buyer.

The laboratory test report of the samples mentioned under para (i), (ii), and (iii) above shall be final and binding on both the parties. In case the sample is found sub-standard or not to the specification prescribed in the Fertilizer Control Order 1985, prorata deductions will be made from the supplier. The supplier shall have to take back such unsold quantity of sub-standard material from the storage centers at their risk, cost and consequences within a period of 30 days from the date of dispatch of the copy of analysis report / intimation to the supplier from the Markfed. Else the Markfed may charge storage charges from the date of receipt of stocks till the date of stock lifted by the supplier.

(iv) If the Supplier fails to lift the sub-standard stock from the godowns of Markfed within six months, Markfed shall have the right to sell off these stocks by calling tenders/or otherwise as per FCO provision. Sales proceeds, if any after deducting godowns rent and other recoverable, shall be paid to the supplier.

9. BILLING AND PAYMENT :-

The supplier shall submit the bills in triplicate for each District Marketing Officer separately alongwith the acknowledgement of DMOs clearly indicating.

(a) Name of fertilizer, quantity supplied as indicated in the DMOs acknowledgement receipt both in weight and number of bags alongwith acknowledgement number, serial number and date.

(b) The supply period– KHARIF 2022 (01.06.2022 to 30.09.2022)

(c) D. I. number and date.

(d) Due date of payment as per the acknowledgement receipt.

(e) If the stocks are imported, the same shall be indicated.

(f) The delivery memo number through which the stock is handed over to District Marketing Officer or in the case of stock are transferred from storage center, the same shall be indicated.

(g) The delivery/lorry receipt shall not entitle supplier to payment. The yellow acknowledgement receipt issued by DMO shall only entitle supplier to payment.

(h) For the supplies made in the absence of D. I. the same shall be obtained from Fertilizer Administration Section and the Invoice submitted after indicating D. I. Number and Invoice.

(i) Only one Invoice shall be submitted for supplies made at the same place on a single date.

(j) Bills shall be submitted atleast **Ten Days** prior to the due date of payment to facilitate the verification. For bills submitted late, the payment may be delayed.

(k) Payment shall be made by RTGS only. Invoice not conforming the above shall be summarily returned forthwith.

(l) No bills will be accepted without the above mentioned details. The supplier shall submit the bills to the Chief Accounts Officer of the Markfed Head Office, Raipur.

(m) The Fertilizer Companies will quote the price exclusive of G.S.T.

(n) Markfed has the discretion of releasing the payment prior to due date on the specific request of supplier after deducting cash discount @ 12% per annum. The discounting shall be done on pro-rata basis for actual number of days elapsed from the day payment is due.

(o) The payment of the bill shall be made as per the terms and conditions and the credit period from the date of acknowledgement and shall not be responsible for any delay in payment. For the bills submitted late, Markfed shall not be responsible for the delay. Due to any unforeseen or unavoidable circumstances, the payment is delayed, the Federation shall not be responsible to pay interest. Acknowledgement may be collected by the supplier within 72 hours of delivery from DMO concerned.

(p) The Markfed shall have right any amount due from the supplier under any agreement from the amount payable under this agreement. This right shall be without prejudice to any other action/proceedings which Markfed may take to recover the outstanding dues from the supplier.

(q) In case of any revision in MRP due to changes in fertilizer subsidy or any other matter and consequent to this, the MRP is reduced then in such clues the re-imbursement / burden or such reduction shall be made/borne by fertilizer supplier on unsold quantity stored at society/Markfed godown.

(r) The suppliers should give a notarized undertaking on the stamp paper of appropriate value at the time of receiving payments of bills that they have not supplied anywhere any quantity less than the rate approved by Markfed.

(s) According to CBIC notification no. 33/2017 dated 15.09.2017 under the GST Act, the TDS amount will be deducted as per rules.

(t) Unless the invoice entries are completed by the concerned fertilizer supplier in the Yellow Receipt(YR) issued by District Marketing Offices of Chhattisgarh Markfed, Digital Signature cannot be done in Yellow Receipt(YR).

10. GENERAL :-

(i) Any subsequent change made in the Fertilizer Distribution / Subsidy policy by the Government of India / Government of Chhattisgarh would be applicable to parties' mutatis / mutandis.

(ii) The Markfed also reserves the right to cancel / reject the supply order in whole or part, thereof, or purchase goods from other supplier(s) /, source(s) on the risk, cost and consequences of the supplier firm if the material received at the destination(s) is found to be sub-standard and / or on account of inordinate delay or any major fault on the part of the supplier relating to this contract, without any separate notice to the supplier in this regard. Markfed shall have the rights to issue supply order in phases.

(iii) The supplier shall comply with the rules, regulations and procedures of the Essential Commodities Act, 1955, the Fertilizer Control Order 1985, the Fertilizer (Movement Control) order 1973, the Standard of weights and Measures (Packed Commodities) Rules 1977 and of any other law or Government Regulations for time being in force.

(iv) MARKFED reserves the right to black list supplier from future participation in the tenders in case of non-supply of indented quantity, and sub-standard supplies.

(v) If the supplier happens to quote simultaneously or subsequently for the supply period and during it or for any part thereof, at rates lesser than accepted by MARKFED to any other Institution / Agency Co-operative Society / Government body or to any purchaser or tenderer in Chhattisgarh such lesser rates shall automatically become applicable in relation to supplies made to MARKFED and consequently corresponding reductions shall also become effective forth with.

(vi) The supplier shall have to submit, certified copies of invoices, details of credit notes and actual transportation charges and other benefits being allowed to any other Institution, Agency, Co-operative Societies, Govt. body or to any purchaser or tenderer, to C.G. Markfed. By computation, if the net supply rates are found lesser than that of MARKFED, such net lesser rates shall automatically become applicable in relation to supplies made to MARKFED and consequently corresponding reduction shall also become effective forthwith.

(vii) If supplier shall not made the storage charges with in time. The Markfed have right to deduct the storage charges from the Fertilizer Bills / EMD / SD.

(viii) Markfed reserves the right. If any expenses accord against supply to be recovered from the Fertilizer bills.

(ix) By simply participating in the tender does not make any tenderer/bidder entitled for supply orders. It will purely be the discretion of Markfed to issue supply order to the qualified tenderer/bidder.

(x) Markfed reserves the right to take minimum 60% quantity of fertilizers against quantity of actual receipt in state in each month from each of the supplier. If Markfed asks for it and supplier fails to supply 60% of quantity of actual receipt in any month , 0.05% penalty of the cost of undelivered fertilizer will be deducted from corresponding supplier bills. For example -

Supplier Z's total supply quantity for any month in Chhattisgarh is 10000 MT & quantity supplied to Markfed is only 4500 MT instead of 6000 MT, then amount equivalent to 0.05% of billing rate of remaining 1500 MT will be deducted from bills of supplier Z.

(xi) Keeping in view the critical nature of product & its timely availability required for sowing by farmers of state, the L-1 bidder would not be allotted more than 50% of the tendered quantity even if he has bidded for entire quantity in the tender. This is of utmost importance so as to watch the interest of the farmers of the state.

(xii) Co-operative sector companies are exempted from the amount of Earnest Money Deposit.

11. INDEMNIFICATION:-

Though the supplier is bound to supply the fertilizer stocks in accordance with the FCO specifications, yet the supplier shall indemnify the buyer as regards the quantity / quality and against all losses, damages cost or expenses which the buyer sustains or incurs by reason of any claim made by anybody making use of the fertilizer or on account of failure of sample etc. taken by the Authorized Fertilizer Inspector.

12. FORCE MAJEURE:-

The supply order will be subject to the usual force majeure clause. In case of natural calamity like drought, flood, war etc. Markfed reserves the right to cancel the order given to the supplier.

13. ARBITRATION:-

In case of any dispute relating to the contract / supply order due to interpretation or implementation of the terms and conditions or due to delay in delivery, supply of sub-standard stocks or due to any other reasons the matter shall be referred for arbitration to the Registrar Cooperative Societies, Chhattisgarh, Raipur or his authorized nominee not below the rank of Additional Registrar Cooperative Societies, whose decision shall be final and binding upon both the parties.

14. INTEGRITY PACT

As per the directions of the finance & planning Department Government of Chhattisgarh vide their letter No.243/Fin/Dir/4/2013 Nava Raipur Date 6th July 2013, an INTEGRITY PACT has to be entered into between MARKFED and the Tenderer/Bidder/Seller/Contractor and the aforesaid pact will be an integral part of the Tender Document. Such Integrity pact has to be mandatorily attached along with the Tender Document. In the event of non-submission/incomplete submission of the INTEGRITY PACT along with the Tender Document, the Tenderer/Bidder/Seller/Contractor shall be liable for rejection summarily and shall be considered as unresponsive/invalid. A format of INTEGRITY PACT is attached with this Tender Document. The aforesaid pact has to be dully sealed, signed and stamped (on the letterhead of the Tenderer/Bidder/Seller/Contractor) in case if the Tenderer/Bidder/Seller/Contractor is a company/firm by the Authorized signatory/Director/ Partners and to be attached, in all complete respects, along with the Tender Document. Further, this INTEGRITY PACT is deemed to have been signed by the MARKFED.

FOR AND ON BEHALF OF THE C.G. STATE COOPERATIVE MARKETING FEDERATION LTD.

GENERAL MANAGER (A.I.)

The above terms and conditions from clause (1) to (14) are acceptable to us.

Signature and name of authorized Representative
of the supplier with office seal.

TECHNICAL BID

ANNEXURE – 1

The Managing Director,
C. G. State Cooperative Marketing Federation Ltd.,
6th Floor, Tower 'C' Commercial Complex, CBD Building, Sector 21, Nava RaipurAtal Nagar (C.G.)

SUB :- E-TENDER FOR PURCHASE OF CHEMICAL FERTILIZERS FOR KHARIF 2022 (01.06.2022 to 30.09.2022)

S.No.	Particulars	Self Declaration
1.	Name of Firm / Company	
2.	Local Address of Firm / Company	
3.	Email ID Firm / Company	
4.	Contact Number Firm / Company	
5.	Address of Head office of Firm / Company	
6.	Registration No of Firm / Company (Please attach attested copy also)	
7.	GST No. (Please attach attested copy also)	
8.	License No. of Firm / Company (Please attach attested copy also)	
9.	Validity date of License	
10.	EMD Amount– (Please attach receipt also)	Rs._____ DD NO._____ DATE_____ NAME OF BANK_____
11.	Document Cost– (Please attach receipt also)	Rs._____ DD NO._____ DATE_____ NAME OF BANK _____
12.	PRE INTEGRITY PACT (LETTER HEAD UPLOAD)	
13.	Tenderer's name should not be black listed by any state government/central government/PSU organization. For that bidder should submit/enclose an affidavit on non-judicial stamp paper worth Rs. 50 notarized by the notary. Notarized affidavit must be dated after the date of advertisement.	

ANNEXURE – 2

The Managing Director,
C. G. State Cooperative Marketing Federation Ltd.,
6th Floor, Tower 'C' Commercial Complex, CBD Building, Sector 21, Nava RaipurAtal Nagar (C.G.)

SUB :- E-TENDER FOR PURCHASE OF CHEMICAL FERTILIZERS FOR KHARIF 2022 (01.06.2022 to 30.09.2022).

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Sir,

In response to your above referred Tender notice I/We on behalf ---------- ---------- do hereby offer to supply as per terms and conditions prescribed and contained in this tender, which are acceptable to us.

Name of Fertilizer :- ……..

S.No.	Particulars	Rate in PMT
1	Supply Rate	
2	Distribution Dealer Margin (-)	
3	Purchase Rate (1-2)	
4	(CGST @ 2.50% + SGST @ 2.5%) OR IGST @ 5%	
5	Total (3+4)	
6	Billing / Invoice Rate Per Metric Ton (Before round off)	
7	Dealer Margin (+)	
8	CGST @ 2.50%	
9	SGST @ 2.5%	
10	Total (7+8+9)	
11	Total MRP Per Metric Ton	
12	MRP Per Bag (Before round off)	
13	Round off PMT (per metric ton)	
14	Billing / Invoice Rate Per Metric Ton (after round off)	
15	MRP Per Bag (after round off)	
16	MRP printed on Bag	
	Additional Rebate :-	
17	Special Rebate	
18	Transporting Rebate	
19	Godown Rebate	
	Total Rebate (17+18+19)	
20	Credit Period	
21	Supply Quantity	

Note:-

- ❖ L1 will be decided on the basis of Supply Rate which is entered by Bidder in online E-Procurement Portal.
- ❖ In E-Procurement Portal, Bidder has to enter the same Supply Rate which is entered in Excel Sheet**.**
- ❖ Do not try to modify the excel sheet.
- ❖ For each fertilizer, Separate Excel Sheet has to be submitted.
- ❖ Only Supply Rate, MRP Printed on Bag, Special Rebate, Transporting Rebate, Godown Rebate, Credit Period and Supply Quantity will be entered by Bidder and other Values Will be Auto calculated on the basis of Supply Rate.

- ❖ Distribution Dealer Margin for DAP, NPK & MOP is Rs 500 /- per MT.
- ❖ Submit Document Cost & EMD Amount for each Bided Fertilizer as per Tender Document.
- ❖ After filling Required Fields of Excel Sheet you have to SAVE it and then upload it at appropriate Fertilizer's Price Bid section in E-Procurement Portal under envelope C.
- ❖ Before the Final submission, Re-check all the information entered and attached Documents.

The tendered quantity once accepted and dispatch instructions issued to the supplier by the Federation, the supplier shall be bound to supply the same. The supplier should offer only quantity, which they are in the position to supply during the time limit.

We also enclose DD NO. ---------- for Rs. ---------- in favor of Chhattisgarh State Cooperative Marketing Federation Ltd., Raipur towards the Earnest Money along with tender form dully stamped and signed.

Thanking you,

Yours Faithfully,

Authorized signatory ----------

Name ----------

Place ----------

Designation ----------

Date ----------

Seal ----------

C.G. STATE CO-OPERATIVE MARKETING FEDERATION LTD.

6th Floor, Tower 'C', Commercial Complex,
CBD Building, Sector - 21, Nava Raipur Atal Nagar, Raipur (C.G.)

INTEGRITY PACT

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 **Chhattisgarh State Co-operative Marketing Federation Ltd.** acting through Shri _____(Designation of the officer, Department) (hereinafter called the "**BUYER/PRINCIPAL**", 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/Materials) and M/s._____ represented by Shri _____ Chief Executive Officer/Authorized Signatory (hereinafter called the **"BIDDER/ SELLER/CONTRACTOR"**, which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) and the Second Party, is willing to offer/ has offered.

1.2. WHEREAS the BIDDER/SELLER/CONTRACTOR 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/PRINCIPAL is a Registered Co-operative Society under the provisions of Chhattisgarh Co-operative Societies Act, 1960 performing its function on behalf of the Government of Chhattisgarh.

2. OBJECTIVES

NOW, THEREFORE, the BUYER/PRINCIPAL and the BIDDER/SELLER/ CONTRACTOR 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/PRINCIPAL to obtain the desired Stores/Equipment/Work/Service/Materials 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 BIDDER/SELLER/CONTRACTOR 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/PRINCIPAL will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER/PRINCIPAL

The BUYER/PRINCIPAL commits itself to the following:-

3.1. The BUYER/PRINCIPAL undertakes that no official of the BUYER/PRINCIPAL, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER/SELLER/CONTRACTOR, 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/PRINCIPAL will, during the pre-contract stage, treat all BIDDER/SELLER/CONTRACTORs alike, and will provide to all BIDDER/SELLER/CONTRACTORs the same information and will not provide any such information to any particular BIDDER/ SELLER/CONTRACTOR which could afford an advantage to that particular BIDDER/SELLER/CONTRACTOR in comparison to the other BIDDER/SELLER/CONTRACTORs.

3.3. All the officials of the BUYER/PRINCIPAL 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/SELLER/CONTRACTOR to the BUYER/ PRINCIPAL with the full and verifiable facts and the same is *prima facie* found to be correct by the BUYER/PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER/PRINCIPAL and such a person shall he debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the BUYER/PRINCIPAL, the proceedings under the contract would not be stalled.

4. <u>COMMITMENTS OF BIDDER/SELLER/CONTRACTORS</u>

The BIDDER/SELLER/CONTRACTOR 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/SELLER/CONTRACTOR will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER/PRINCIPAL, 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/SELLER/CONTRACTOR further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER/PRINCIPAL 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 favor or disfavor to any person in relation to the contract or any other contract with the Government.

4.3. The BIDDER/SELLER/CONTRACTOR further confirms and declares to the BUYER/PRINCIPAL that the BIDDER/SELLER/ CONTRACTOR is 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/PRINCIPAL or any of its functionaries, whether

officially or unofficially to the award of the contract to the BIDDER/SELLER/CONTRACTOR, 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/SELLER/CONTRACTOR, 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/PRINCIPAL 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/SELLER/CONTRACTOR 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/SELLER/CONTRACTOR will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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

4.8. The BIDDER/SELLER/CONTRACTOR 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/SELLER/CONTRACTOR 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/SELLER/CONTRACTOR 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 B1DDER's exclusion from the tender process.

5.2. If the BIDDER/SELLER/CONTRACTOR makes incorrect statement on this subject, BIDDER/SELLER/CONTRACTOR 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/SELLER/CONTRACTOR while submitting commercial bid, shall deposit an amount as specified in RFP/Tender Documents as Earnest Money/Security, Deposit, with the BUYER/PRINCIPAL through any of the following instruments:

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

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the ..... (BUYER/PRINCIPAL) on demandwithinthree working days without any demur whatsoever and

without seeking any reasons whatsoever. The demand for payment by the BUYER/PRINCIPAL shall be treated as conclusive proof of payment.

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

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

6.3. In the case of successful BIDDER/SELLER/CONTRACTOR, 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/PRINCIPAL 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/PRINCIPAL to the BIDDER/SELLER/CONTRACTOR 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/ SELLER/CONTRACTOR or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONTRACTOR) shall entitle the BUYER/ PRINCIPAL 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/SELLER/CONTRACTOR. However, the proceedings with the other BIDDER/SELLER/CONTRACTOR(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/PRINCIPAL and the BUYER/PRINCIPAL 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/SELLER/ CONTRACTOR.

(iv) To recover all sums already paid by the BUYER/PRINCIPAL, and in case of the Indian BIDDER/SELLER/CONTRACTOR with interest thereon at 2% higher than the prevailing Prime Lending Rate of_____ (Name of the Bank/Financial Institution) while in case of a BIDDER/SELLER/CONTRACTOR from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER/CONTRACTOR from the BUYER/PRINCIPAL 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/SELLER/CONTRACTOR, in order to recover the payments, already made by the BUYER/PRINCIPAL, along with interest.

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

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

(viii) To recover all sums paid in violation of this Pact by BIDDER/SELLER/CONTRACTOR(s) to anymiddlemen 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/PRINCIPAL with the BIDDER/SELLER/CONTRACTOR, the same shall not be opened.

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

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/SELLER/CONTRACTOR 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/PRINCIPAL, and if he does so, the BUYER/PRINCIPAL shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SELLER/CONTRACTOR.

The BIDDER/SELLER/CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER/PRINCIPAL resulting from such rescission and the BUYER/PRINCIPALshall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR.

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

8. FALL CLAUSE

8.1. The BIDDER/SELLER/CONTRACTOR 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/SELLER/CONTRACTOR 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 he refunded by the BIDDER/SELLER/CONTRACTOR to the BUYER/PRINCIPAL, if the contract has already been concluded.

9. INDEPENDENT' MONITORS

9.1. The BUYER/PRINCIPAL 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/SELLER/CONTRACTOR 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/ PRINCIPAL.

9,6. The Monitor will submit a written report to the designated Authority of BUYER/PRINCIPAL/Secretary of the BUYER/ PRINCIPAL within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/PRINCIPAL/BIDDER/ SELLER/CONTRACTOR 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/PRINCIPAL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/SELLER/ CONTRACTOR and the BIDDER/SELLER/CONTRACTOR 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/PRINCIPAL i.e. at RAIPUR Chhattisgarh.

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/PRINCIPAL and the BIDDER/ SELLER/CONTRACTOR whichever is later, In case BIDDER/SELLER/ CONTRACTOR 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/PRINCIPAL **BIDDER/SELLER/CONTRACTOR**

Name of the Officer

CHIEF EXECUTIVE OFFICER/AUTHORISED SIGNATORY

Designation

Chhattisgarh State Co-operative Marketing Fed.Ltd.

Witness **Witness**

1) _____ **1)** _____

2) _____ **2)** _____