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RFP for 'Engagement of Service Provider for e-auctioning of Paddy'

RFP No: 4668 Date : 10.01.2025

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Tender for engagement of Service Provider for e-auctioning of Paddy

Bids are invited by 'CG MARKFED' Atal Nagar, Raipur, Chhattisgarh from the experienced potential agencies for providing e-auction platform for the paddy liquidation.

For the details of selection criteria and other terms and conditions, please refer to the website

https://eproc.cgstate.gov.in & https://markfed.cg.nic.in

Managing Director

CG MARKFED

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SECTION-I

1. Introduction

CG MARKFED is an Apex level Federation of Cooperative Marketing Societies in the State of Chhattisgarh. MARKFED executes the work of paddy procurement under the Minimum Support Price Scheme from the farmers of the state as per the instructions of the Government. Major activities of MARKFED is marketing and promotion of agriculture inputs such as chemical fertilizers, paddy procurement under price support scheme, paddy milling, paddy storage and operating Kisan Mills and Cattle Feed Factory.

2. Objective of the Tender:

CG MARKFED is undertaking sale of Paddy to Bulk Consumers/Traders, Exporters, Millers. These tender aims to select the platform service provider for e-auctioning of paddy. The online bid is invited from prospective bidders to provide the e-auction platform, supply chain management services for paddy, empanelment of buyers, stock-analysis, assaying, mapping, online-bid management through auction, order tracking payment, payment processing on behalf CG MARKFED. The status of storage centers and quantity stored will be provided to the interested bidders. The locations, type of paddy and quantity are subjected to change.

3. Contract Period

The contract will be for a period of Two year from the date of the issuance of work order and extendable for one more year subject to approval and on sole discretion of CG MARKFED.

4. Data Sheet:

Particulars	Details
Name of Bid Issuer	CG MARKFED, Chhattisgarh State Cooperative Marketing Federation Ltd. (MARKFED), 6th Floor, Tower 'C', Commercial Complex, C.B.D., Sector-21, Atal Nagar, Raipur
Name of the Engagement	Tender for "Selection of service provider for e-auctioning of paddy ".
RFP Publication/Start Date	13.01.2025 Time- 12.00 PM
Last date & time for submission of bid	20.01.2025 Time- 12.00 PM
Opening of Bid	20.01.2025
Opening of Financial Bid	To be decided
Method of Selection	Cost-based selection (L1)
Sub-Contracting	Sub-Contracting not allowed
Source of tender copy downloading	Tender shall be downloaded free of cost from portal https://eproc.cgstate.gov.in & https://markfed.cg.nic.in
RFP Document Fees	Rs. 10,000/- (Rupees Ten Thousand only). This is non-refundable.
Earnest Money Deposit	Rs.10,00,000/- (Rupees Ten Lakh only). 90 days validity
Performance Bank Guarantee	Rs 35,00,000/- (Rupees Thirty-Five Lakh only)
Bid Validity	180 days
Pre-bid Meeting	15.01.2025 Time 12.00 PM at C.G Markfed Head Office, Nawa Raipur C.G

Note:

If the date fixed for opening of Bids is declared a holiday, the bids will be opened on the next working day following the holiday but there will be no change in the time for opening as indicated above.

5. Definitions

In the bid Document, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

i. **'Bidder/tenderer/agency/ service provider'** shall mean any bidder participating in the tender enquiry and shall include its legal representatives and successors.

ii. Operational turnover shall mean the value of the transaction in shape of purchase and sale including auction carried out through e-platform by the bidder/tenderer.

iii. '**Discrepancy**' – In the event of any discrepancy in words and figures, the description in words shall prevail.

iv. '**e-auction**' shall mean the scope of services /work required to be executed by the bidder in accordance with this TENDER DOCUMENT.

v. '**Event**" shall mean and include each e- auction process floated by CG MARKFED and undertaken by Bidder irrespective of the number of simultaneous physical locations offering stocks and regardless of quantity.

vi. "**Purchaser/buyer/participant//Bulk Consumer/ Trader** would mean any firm participating in e- auction to be conducted by bidder on behalf of CG MARKFED.

vii. **"Year(s)"** wherever not specified would mean Financial Year.

viii. **"Bid Document/Tender Document"** shall mean one and same thing.

6. Pre-Qualification and Technical Criteria

#	Eligibility criteria	Evidence Documents to be submitted
1	Bidder should make a payment of INR 10,000-/ (Rupees Ten thousand only) towards tender / RFP document fee	Scan copy of NEFT/ BG / DD receipt to be uploaded on CG e-Proc under envelope-A
2	Bidder should make a payment of INR 10,00,000/- (Rupees Ten lakh only) towards Bid Security/EMD.	Scan copy of NEFT/ BG / DD to be uploaded on CG e- Proc and Original hard copy to be submitted to CG MARKFED office on and before bid end date and time
3	Bidder should be a firm, or a company registered under the Companies Act, 1956 or Companies Act, 2013 and should be in operation for a period of last two years from the date of issuance of this tender.	Copy of Company Registration Certificate/ Certificate of Incorporation
4	Bidder should have its own e-auction platform	Self-declaration certificate signed by the authorized signatory of bidder stating the criteria points
5	Bidder must have experience of offering e-auctioning portal services to any Govt. entity involved in auctioning of Agri/Non-Timber Forest Produce	Work order/Work completion certificate/ Agreement copy
6	Bidder should have done e-auctioning of minimum **5,00,000 MT** of cumulative volume of Agri commodities through their online e-auction platform services in the last 05 years from the date of issue of this tender.	Work order /Agreement copy/ Experience letter clearly specifying the volume of commodities auction through e-platform.
7	Bidder shall not be under declaration of ineligibility for corrupt or fraudulent practices nor should it have been blacklisted by any Govt. or Govt. undertaking organization at the time of submission of the bid.	Self-declaration certificate signed by the authorized signatory stating the criteria statement.
8	Bidder should have valid PAN & GST number	Copy of PAN and GST
9	The Bidder should have minimum average annual turnover **of at least INR 25 Cr in last three financial years 2021-22, 2022-23, 2023-24** which should be duly certified by the Auditor/ a firm of Chartered accountants. The bidder should have positive net worth, as on bid submission.	1. Audited Balance Sheets and P/L statement for last three financial years duly certified by the Auditor/ a firm of Chartered Accountant 2. Certificate from CA mentioning the turn-over and net worth

10	The e-auctioning software platform should have security audited by the STQC/CERT-IN	Valid Certificate from STQC/CERT-IN
11	e-Auction Platform must have following provision/ Services (Apart from other Basic requirement) 1- Advertisement of auction schedule 2- Registration of bidders/ applicant on portal 3- End to end evaluation of e auctioning 4- Finalization of successful bidders, approval of quantity 5- Generation of tax invoices 6- Issuance of release order 7- Stock Analysis and Mapping stock for auction 8- Maintenance of party wise ledger 9- Stack Marking and posting on online portal. Order Tracking and payment processing 10- Dashboard for live auction and MIS report for overall process for govt officer and CG Markfed.	E auctioning platform should have web enabled system and capable of performing these tasks (Affidavit to be submitted for the Compliance of point No 11, document to be submitted online)

NOTE: Bidders shall scan and upload clear documentary proof in support of the Eligibility criteria. If any of the above-mentioned criteria is not met, those bidders will not be considered for the evaluation process.

7. Earnest Money Deposit (EMD) / Bid Security

All proposals submitted in response to this RFP must be accompanied by an EMD of amount as mentioned in Tender details. Scanned copy of EMD should be submitted on e-procurement portal with technical proposal. EMD in any other form will not be entertained.

a. EMD Refund

For Unsuccessful Bidders: The EMD of all unsuccessful bidders would be refunded without interest by CG MARKFED on finalization of the bid in all respects by the successful bidders within 45 days after finalization of tender

For Successful Bidders: The EMD, for the amount mentioned in fact sheet, of successful bidders would be returned without interest upon submission of Performance Bank Guarantee by the successful bidders. The above-mentioned refund would be completed within 30 days of the issue of work order/ LoI to the successful bidder.

In case bid is submitted without the bid EMD then CG MARKFED reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.

b. EMD Forfeiture

The EMD may be forfeited in any of the following circumstances:

a. If a bidder withdraws its bid during the period of bid validity.
b. In case of a successful bidder, if fails to submit the performance bank guarantee and/or sign the contract in accordance with this tender document.
c. If the bidder tries to influence the evaluation process.
d. If the bidder refuses to take up the job within the time specified by the CG MARKFED.

8. Mode of RFP Document Fee & EMD submission

- The bidder must transfer the Bid Document Fee within the bid submission due date & time to the under-mention bank through the means of NEFT/RTGS/BG/DD (90 days validity):

1	Beneficiary Name & Address	Chhattisgarh State Cooperative Marketing Federation Ltd.
2	Name of the Bank	Indian Bank
3	Bank Branch & Address	Telibandha, Raipur, CG
4	Beneficiary A/c No.	7827963279
5	IFSC Code	IDIB000R521

- A scan copy of the online transaction slip for RFP document fee also to be submitted online on e-Proc website at the time of online proposal submission.
- EMD to be submitted in the form of Bank Guarantee from any of the commercial/scheduled banks in favor of Managing Director, Chhattisgarh State Cooperative Marketing Federation, Nava Raipur, Atal Nagar, CG" and should be valid for 90 days from the bid submission date.

9. Performance Bank Guarantee

- Performance Bank Guarantee to be submitted before the signing of agreement deed. The validity of PBG should be 01 year beyond the actual expiry of contract duration.

SECTION-II

1. Broad Scope of work

The scope of work under this tender pertains to e-auctioning of paddy by the selected service provider. It will consist of the following major activities:

- The e-auction system shall be a web-enabled system and capable of performing the following tasks: -
  - i. Each e-auction event shall be a separate event to be supported by the proposed e-auction Service Provider.
  - ii. On-boarding of interested paddy buyers on e-auction platform, in compliance with the instructions issued by CG MARKFED.
  - iii. Advertisement of auction schedule, including e-mail & SMS alerts to all the registered buyers.
  - iv. Registration of interested /new buyers on their e-portal and providing user-id/password to all the buyers
  - v. Providing facilities for downloading documents by registered buyers & submission of bid proposal for e-auctioning.
  - vi. EMD and service provider transactions charged (GST extra) on the traded sale from the successful bidder will be deposited in the Escrow a/c. Escrow a/c to be provided by service provider. Scrutiny of EMD/Security deposit & documents deposited by paddy buyer will be the sole responsibility of auction service provider
  - vii. End to end evaluation of e-auctioning
  - viii. Finalization of successful buyer(s) and approval of quantity as per criteria prescribed/ instructed by CG MARKFED from time to time
  - ix. Forwarding the list of successful buyers in e-auction to CG MARKFED for approval.
  - x. Generation of tax invoices
  - xi. Issuance of Release Order
  - xii. Maintenance of Party wise ledger
  - xiii. Stock Analysis & Mapping of stock for auction: Bidder shall be responsible for listing of the lots with details quality, quantity, location and delivery centers. The listing of stock shall be made online through the portal managed by the bidder.
  - xiv. Lot marking and posting on online-portal
  - xv. Order tracking & payment processing.

2. Roles and Responsibilities of e-auction Service Provider/Bidder

I. The selected bidder will empanel interested buyers on ongoing basis as per the guidelines of the authority as amended from time to time. The registered buyer shall be an ongoing process. The paddy buyers are required to quote in Indian Rupees/Quintal for each item on offer.

II. The bidder will ensure that the documents relating to the registered buyers are valid during the tenure of auction including lifting period.

III. Bidder will schedule e-auction on its portal for disposal of paddy on behalf of the authority as per the schedule and terms & conditions specified by CG MARKFED. The details of the auctions schedule will be provided by SFAC separately and will be uploaded on the website of the service provider.

IV. Bidder will notify to the registered buyers about the date of "e-auction" giving details of Storage centers, quantity earmarked for sale and reserve price along with applicable taxes and levies through e-mail and/or SMS/ website.

V. The bidder shall make provision in the system for unique coding of each event so that EMD/Sale proceeds pertaining to the events can be easily linked.

VI. The selected bidder will provide necessary training to the empaneled buyers.

VII. After completion of e-auctioning process, the bidder shall prepare a list of buyers in descending order (from highest bid to the lowest bid). Bid(s) will be accepted on the principle of Price and time.

VIII. The bidder shall provide user id and password to authorities without any additional charge, to enable them to view the e-auction process.

IX. The date and time for the auction window shall be decided by CG MARKFED. During the bidding process, the participant shall be able to see the highest storage center wise quoted rate only. It should be a built-in feature in the system that bids not supported by adequate EMD are automatically rejected.

X. The bidder shall ensure the existence of adequate and secure infrastructure including firewalls, intrusion detection/ prevention systems etc. put in place. The system shall be scalable and shall permit expansion of both the capacity and functionality.

xi. The results of the e-auction(s) shall be placed in the e-portal of the bidder, after completion of the e-auction process.

xii. The rate shall be quoted by buyers for a storage location exclusive of taxes/levies which have to be paid in addition by the buyers.

xiii. After completion of e-auction, the bidder shall prepare a list of buyers in descending order (from highest bid to the lowest bid). Bid(s) will be accepted on the principle of price, Time and Quantity.

xiv. The bidder shall maintain full records of all transactions done on behalf of the authority and furnish the same with authority on demand. MIS reports as may be required by the authority from time to time shall be provided by the bidder.

xv. The bidder shall, during the tenure of the contract, maintain a Toll-Free Number help desk and should also provide support through e-mail to the buyers / MARKFED without any additional cost.

xvi. Some of the broad requirements are given below: -

I. **STQC/CERT-IN Audit**: The software platform for e-auction system provided by the bidder should be security audited by the STQC/CERT-IN empaneled agency.
II. **Audit Trail**: The system shall provide adequate audit trail including log reports for all the activities, transactions and any changes in configuration, information/ data changes, updating etc.
III. **Data Encryption**: The system shall support a minimum of 128-bit encryption for sensitive data, and information while in transfer.
IV. **Unauthorized access**: The system shall incorporate Data Intrusion system, Firewall, online anti-virus scanning that protects it against unauthorized access and hackers, apart from normal requirements relating to prevention of unauthorized access.
V. **Inactivation of right mouse button**: The system should ensure that the functionality of right button of the mouse is inactive and ensure the source code should not be visible.
VI. The system should be capable to handle 500 concurrent hits.
VII. Besides a robust server, the system should have proper disaster recovery site.
VIII. The system shall not permit the withdrawal of bids by bidders. However, it shall permit only upward revision of bids during the period of the e-auction.
IX. The system shall provide for storage of all electronic data as per the requirements of CG MARKFED and conform to the Information Technology (IT) Act 2000 as amended from time to time.
X. e-auction platform needs to comply CVC, GFR and other procurement guidelines issued by central & state government for tendering and auction.
XI. Setting up of call centre for the technical/functional support to the buyers for on-boarding/bidding functionalities/e-auction platform issue.

xvii. Bidder must have his own secured portal located in his own server and related computer hardware set up in his own premise/own data centre/leased data centre/cloud platform. The bidder has to operate and maintain the e-auction platform at his own cost during the tenure of the contract. The system shall provide various types of desired customized MIS reports.

xviii. The results of the e-auction(s) shall be placed in the website of the bidder, after completion of the e-auction process. The details shall be maintained in an archive for a period of six months.

3. Execution Plan, Deliverables and Timelines

S. No.	Deliverable	Timelines for completion	Remarks
1.	Issuance of work order	T+0	Work Order to the selected agency
2.	Finalization of storage centres and quantity	T+ 08 Days	List to be submitted in coordination with CG MARKFED
3.	On-boarding the buyers	T+ 10 Days	New/Interested buyers to be identified. The list to be shared with CG MARKFED. The list to cover all potential traders, millers and exporters

S. No.	Deliverable	Timelines for completion	Remarks
4.	Acquisition price fixation, lot size, go-live date fixation. Training to Chhattisgarh CG MARKFED and Markfed representatives about the process, logistics and receivables	T+12 Days	Based on the prevailing market trends floor Acquisition price to be fixed Training one person each on buyer details, IT process, logistics, payment receivables etc.
5.	Informing e-auction details to all stakeholders/buyers Training buyers on e-auction process	T+12 days	E-Mail, SMS marketing to all potential buyers Service provider to train buyers on bidding process/SOP to upload in their portal
6.	Call center setup	T+10 Days	To attend all queries by potential buyers
7.	Go-Live of e-auctioning	T+21 Days	Go-live with agreed lot quantity, Acquisition price etc.
8.	Reporting sale, trend to maximize auction price and payment updation	Every day after auction time	To decide day to day strategy after analysing trend from the market
9.	Payment follow-up and issue delivery order	Every day after auction time	Service provider to coordinate Payment follow ups from buyers and to issue delivery order after successful payment
10.	Preparation and submission of bills for e-auction services	Monthly	Once the payment is received to MARKFED from buyers, service provider can prepare bill for sold quantity and amount received (percentage of amount received)

SECTION-III

Guidelines for e-tendering

a. Vendor / Registration on the e-Procurement System

- All the Users / s (Manufacturers / Operators / Suppliers / Vendors / Distributors etc.) registered with and intending to participate in the Tenders of various Govt. Departments / Agencies / Corporations / Boards /Undertakings under Govt. of Chhattisgarh processed using the Integrated e-Procurement System are required to get registered on the centralized portal https://eproc.cgstate.gov.in
- The non – registered users / bidders who are also eligible to participate in the tenders floated using the e-Procurement system are also required to be registered online on the procurement system.
- Vendors are advised to complete their online enrolment / registration process on the portal well in advance to avoid last minute hassle, it is suggested to complete enrolment at least four days before the last date of bid submission date, failing which may result in non-submission of bids on time for which vendor/end user shall be solely responsible.
- For more details, please visit https://eproc.cgstate.gov.in or call Toll free 1800 419 9140 or email helpdesk.eproc@cgswan.gov.in
- Connectivity should be minimum one MBPS.

b. Submit Online Bids

- Bidders must submit their bid online after successful filling of forms within the specified date and time as set in the tender.
- The encrypted bid data of only those s who have submitted their bids within the stipulated date & time will be accepted by the e-Procurement system. It is expected that bidder completes his bid and submit within timeline, bidder who has not submitted his bid within the stipulated date &time will not be available during opening.
- Bid documents uploading during bid preparation should be less than five MB (for individual document) and overall bid documents should be less than fifty MB.

c. Submission of Bids

- The bids shall be submitted online in two parts, viz., technical bid and price bid. Bidder must submit their bid well within the stipulated date & time and no opportunity shall be given to bidder to alter, modify or withdraw any offer at any stage after submission of the Bids except that bid can be modified up to last date and time of submission of bid.
- A bidder can submit only one proposal. If a bidder submits more than one proposal, all such proposals shall be rejected summarily.
- The bidder shall not incorporate any condition in the bids as conditional bids/ bids which are not submitted strictly in accordance with the bid terms, shall be rejected.
- If any of the attached documents are found to be forged/ fabricated at any stage, the EMD / Security Deposit of the bidder shall be forfeited without prejudice to the right of CG MARKFED to proceed against the bidder as per terms and conditions of this tender document and to initiate appropriate legal proceedings and to recover damages.
- While preparing the Technical and Price Bid, the bidder is expected to provide correct and relevant information. If at any stage it is found that the information supplied by the bidder is incorrect /forged, CG MARKFED reserves the right to initiate appropriate legal proceedings including Termination of the contract & forfeiture of EMD /Security Deposit.
- The Technical Bid shall not include any information sought in the Price Bid. All other tender documents except Price Bid shall be uploaded with the Technical Bid.

d. Opening of Tenders

- The concerned department official receiving the tenders, or his duly authorized officer shall first open the online Earnest Money Deposit (scanned copy) of all the bidders and verify the same uploaded by the bidders. He / She shall check for the validity of Earnest Money Deposit as required. He / She shall also verify the scanned documents uploaded by the bidders, if any, as required. In case, the requirements are

incomplete, the next i.e. technical and commercial envelopes of the concerned bidders received online shall not be opened.

- The concerned official shall then open the other subsequent envelopes submitted online by the bidders in the presence of the bidders or their authorized representatives who choose to be present in the bid opening process or may view opened details online.

e. Bid Evaluation

A two-stage procedure shall be adopted in evaluating the proposals. Technical evaluation shall be carried out first, followed by the Financial Bid evaluation. After the technical evaluation is completed, opening of the financial bids will be done. Date and time of opening of the financial bid will be intimated to the technically qualified bidders.

Financial bids of only those bidders who qualify in Technical Evaluation shall be opened on the date and time intimated.

f. Technical evaluation

The technical bids shall be examined with respect to compliance, completeness and suitability of the proposal to the tender requirements and only the bids which are in compliance to the requirements mentioned in the tender shall be considered as technically qualified. Bidder should provide the information in the technical bid as per the criteria mentioned. The information furnished by the bidders in the technical bid shall be the basis for this evaluation. Each proposal will be examined according to the project objective, scope of work and experience as mentioned in pre-qualification criteria.

g. Evaluation of Commercial Bids

I. Commercial bids submitted of only those bidders, who are technically qualified shall be opened and shall be eligible for further evaluation.

II. Evaluation of bids shall be done on Least Cost/Lowest Cost (L1) criteria as detailed. The bidder has to qualify the Technical Bid for further evaluation for being eligible for opening of commercial bid. The bids quoted as per the commercial bid format shall be considered for commercial evaluation. The decision of CG MARKFED shall be final and binding.

III. Bidders quoting unrealistic cost of items shall be rejected summarily by the committee and EMD of such bidders shall be forfeited. Any bid found to have an unsatisfactory response in any of the technical criteria as mentioned may be rejected and shall not be considered for further evaluation.

h. Final Bid Evaluation

I. If any bidder withdraws his bid, at any stage after the last date and time of bid submission till the final evaluation or declaration of the selected bidder, it shall be declared a “defaulting bidder” and amongst other measures, EMD of such defaulting bidder shall be forfeited. In such a situation the tendering process shall be continued with the remaining bidders as per their ranking.

II. If the bidder declines after being declared as selected bidder, it shall be declared as defaulting bidder and EMD of such defaulting bidder shall be forfeited and CG MARKFED reserves right to blacklist/debarred any such bidder for next 3 Years from participating in any tender floated by CG MARKFED/ CG State Government.

i. Verification

CG MARKFED reserves the right to verify any or all statements made by the bidder in the tender document by referring to the third parties and to inspect the bidder’s facilities to satisfy the bidder’s capacity to perform the job.

SECTION-IV

1. Special Contract Condition

I. The e-auction service provider should have adequate number of pre-registered buyers for the Agri commodities.
II. There should not be any pre-qualification criteria for any interested paddy buyers to get register/ on-board on e-auction platform.
III. Lot size, variety of paddy, frequency and date of auction for paddy will be solely decided by the CG MARKFED / liquidation committee.
IV. e-auction service provider should ensure the deposit of bid security 03% of individual lot/Stake Acquisition price from each auction participant. This 03 % bid security amount should be deposited in ESCROW a/c.
V. The successful buyers declared through the e-auctioning process should have to lift the complete allocated stake (paddy) as per table below –

Allocated Stake (Paddy) to buyer	Time limit
For 02 stake of paddy	01 week
For 05 stake of paddy	02 weeks
More than 05 stake of paddy	03 weeks

VI. In case the concerned buyers not able to lift the allocated lot within the due specified period as mentioned in the SCC, then the bid security/ security deposit against that lot shall be forfeited.
VII. This tender doesn't guarantee the availability of commodity for e-auctioning after the agreement with service provider. The sole discretion of CG MARKFED will take precedence over the decision on the quantity and availability of paddy for e-auctioning.

2. Arbitration

I. In the event of any question, dispute or difference arising under these conditions or any special condition of contract, or in connection with this contract (except as to any matters. The decision of which is specially provided by these or the special conditions), the same shall be referred to the sole arbitration of a person appointed to be an arbitrator, i.e. by the State Government. The award of the arbitrator shall be final and binding on the parties to this contract.
II. In the event of the arbitrator doing, neglecting or refusing to act or resigning or unable to act for any reason, or his award being set aside by the court for any reason, it shall be lawful for the authority in place of the outgoing in the manner aforesaid.
III. It is further a term of this contract that no person other than the person appointed by the authority as aforesaid should act as Arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitration at all .
IV. Subject as aforesaid, the Arbitration and Conciliations act of 1996 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
V. The venue of arbitration shall be Raipur or such other place as the arbitration at his discretion may determine.

3. Termination

- In the event of the bidder having been adjudged insolvent or going into liquidation or winding up his business or making arrangements with his creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the CG MARKFED shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and law and to get the work done for the unexpired period of the contract under risk & cost and to claim from the bidder any resultant loss sustained or costs incurred by the corporation.
- CG MARKFED shall also have without prejudice to other rights and remedies, the right, in the event of breach by the Bidder of any of the terms and conditions of the contract to terminate the contract and/ or forfeit the security deposit or any part thereof and/or invoke the Bank Guarantee for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the Bidder(s)'s negligence or deficiency or unworked-man like performance of any of the services under the contract. The bidder shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the Purchaser shall be final and binding on the bidder.
- Purchaser reserves the right to terminate the contract at any time by giving one month's notice in writing to the bidder if the policy guidelines, on which the contract is dependent, are modified or the existing policy of using electronic platform/Spot Exchanges for e-auction is discontinued, in which event no fee, costs, expenses, damages etc. shall be payable.

- If at any time during the currency of contract, it comes to the notice of purchaser that the Govt/ Regulator has reported any default or violation of any Rules/Regulations/Guidelines in respect of the services offered by the bidder, purchaser reserves the right to summarily terminate the contract.
- Purchaser reserves the right to forthwith cancel any supplies under this contract if bidder is blacklisted by the GST authorities.

4. Force majeure

A Force Majeure means –any event or circumstance or a combination of events which are beyond the reasonable control of the affected bidder, which such bidder could not have prevented or reasonably overcome with the exercise of reasonable skill and care in relation to the implementation of this agreement, which do not result from the negligence of such bidder or the failure of such Bidder to perform its obligations hereunder which are of an incapacitating nature and of a severe magnitude and have a material adverse effect on the affected Bidder's obligations under this Contract. A bidder shall be entitled to suspend or excuse performance of its respective obligations under this contract to the extent such performance is impeded by a Force Majeure event.

a. Procedure for Force Majeure

If a Bidder claims relief on account of a Force Majeure, then the bidder claiming to be affected by such event shall, as soon as reasonably practicable and in any event within seven days of becoming aware of the Force Majeure, give notice of and describe in reasonable detail the effect of such Force Majeure to the purchaser in writing, including the dates of commencement and estimated cessation of such Force Majeure and its effects on the bidder's obligations under this contract. Upon cessation of the situation which led to a bidder claiming Force Majeure under this clause, the Bidder shall, within seven days thereof, notify the Corporation in writing of the cessation and the bidder shall, as soon as practicable thereafter, continue performance of all obligations under this contract but without prejudice to the excuse of performance of all obligations during the continuance of the Force Majeure.

b. Prolonged Force Majeure

1. In the event Force Majeure continuously impedes or prevents a bidder's performance for longer than 60 consecutive days from the date of commencement of such Force Majeure, notwithstanding the suspension of the obligations of the bidder, they shall be decided by mutual consent through consultation either the terms upon which to continue the performance of this contract or to terminate this contract.
2. Any period within which a bidder shall, pursuant to this contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
3. The bidder(s) is entitled to the payments for the portion of the work already completed before the occurrence of any event constituting force majeure culminating in termination of contract. Decision of the purchaser in this regard will be final.
4. However, changes in applicability of taxes or tax rates and changes in statutory requirements shall not be a ground for force majeure

5. Indemnity

The Bidder shall indemnify purchaser and keep indemnified against any loss or damage, claims, compensation, penalty, fine, levies, etc. on account of slackness, deficiency, failure to observe any obligations under the contract, failure to comply with statutory/ mandatory provisions pertaining to the contract by the bidder in respect of the services provided etc., whatsoever.

6. Confidentiality

The Bidder and its employees shall undertake to maintain absolute confidentiality and shall not divulge in any way any information relating to the conversations, events, ideas, concepts, know-how, techniques, data, facts, figures and all information concerning or relating to purchaser and its affairs to which the Bidder)/ their employees etc. have access, in the course of performance of the contract.

7. Law governing contract & Resolution of Disputes

Purchaser and the selected bidder shall make every effort to resolve amicably, by direct discussions, any disagreement or dispute arising between the parties under or in connection with the contract. If, after thirty days from the commencement of such direct discussions, Purchaser and the Bidder is unable to resolve the disputes amicably, such disputes shall be referred to the oversight committee on sale of food grains constituted by Chhattisgarh Govt. Any unresolved dispute will be adjudicated and resolved in a Court of law of competent jurisdiction at Raipur. This Contract shall be governed by the Laws of India for the time being in force.

8. ANNEXURES

Annexure-I

Format of Application Form

(On Applicant Organization's Letterhead)

<Location, DD/MM/YY>

To,

MD Markfed,
CG MARKFED

Subject: RFP for engagement of Bidder for e-Auctioning of Paddy

Dear Sir/Madam,

This has reference to the advertisement published in https://markfed.cg.nic.in pertaining to the above captioned subject. We are interested in submitting our bid proposal for the same.

We would like to clearly state that we qualify for this work as our organization meets all the eligibility criteria indicated by you and our organization is not under a declaration of ineligibility for corrupt or fraudulent practices.

We understand that this RFP is being submitted for the purpose of selection of suitable Bidder for the intended objectives as mentioned in this RFP only.

Yours sincerely

Signature

<<Name, designation, contact address, telephone number, email & seal of authorized signatory >>

(Seal & Signature of designated authorized person)

Annexure II

Profile of Bidder

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Sl. No.	Item	Details
1	Name of Organization	
2	Date of Incorporation	
3	Incorporated Address	
4	Postal Mailing Address	
5	Name, designation, Tel, Mobile, official e-mail of Authorized signatory	
6	Income Tax PAN No.	
7	Goods and Services Tax registration Number	
8	Whether using own product/services or is a licensee	
9	Details of e-auction software hosted server location, whether owned or leased	
10	Brief Description of support service facilities (Add additional sheet, if required)	

Annexure III

Certificate for Financial Turn-over

Certified that M/s_____having its Registered Office at has been having average annual turnover of at least Rs. _____in last three 3 Financial Years. The details are as under:

Financial Year	Turn Over (Rs. Crore)
2021-22	
2022-23	
2023-24	

This certificate is issued based on documentary evidences and audited Accounts produced to me and copies of which are available with me which I shall be able to produce if required by the CG MARKFED. The certificate is true and correct to the best of my knowledge and belief.

Signature:	
Name of the person signing:	
Designation:	Company Head/Chartered Accountant
Name of the firm:	
Registration No./Membership No.	
Address	
Email address:	
Contact Numbers:	

Date:

Place:

Annexure IV

Proforma of Bank Guarantee (TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

In consideration of the CG Markfed having its Headquarters at 6th Floor, Tower 'C', Commercial Complex, C.B.D., Sector-21, Atal Nagar, Raipur (C.G.) 492002, (hereinafter called `CG MARKFED) and having agreed to accept the additional security deposit in the form of Bank Guarantee under the terms and conditions of the contract No._____, dated _____made between the CG MARKFED and Bidder for "Engagement of service provider for e-auction of paddy/ " (hereinafter called the 'contract') for the due fulfilment by the said Bidder of the terms and conditions and obligations contained in the said contract, we (NAME OF BANK), (hereinafter referred to as `the Bank') at the request of (Bidder) do hereby undertake to pay on demand by CG MARKFED an amount not exceeding Rs._____/- (Rupees _____only).

We (NAME OF BANK) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand by CG MARKFED. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, the Bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. _____/- (Rupees _____only).

We undertake to pay CG MARKFED any money so demanded not to stand any dispute or disputes raised by the Bidder in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present guarantee being absolute and unequivocal.
The payment made by us under this bond shall be valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

We, (NAME OF THE BANK) further agree that the guarantee herein contained shall remain in full force and effect during the period from _____to _____and six months thereafter. The guarantee shall continue to be enforceable till all the dues of the CG MARKFED under or by virtue of the said contract have been fully paid & its claims satisfied or discharged or till the CG MARKFED certifies that the terms and conditions of the said contract have been fully and properly carried out by said Bidder and accordingly, discharges this guarantee. Unless, a demand or claim under this guarantee is made on us in writing on or before (date)___we shall be discharged from all liability under this guarantee thereafter.
We, (NAME OF THE BANK) further agree with the CG MARKFED that the CG MARKFED shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the CG MARKFED against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder or for any forbearance, act or commission on the part of the CG MARKFED or any indulgence by the CG MARKFED to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the Constitution of the Bank or the Bidder.
The guarantor hereby declare that it has power to execute this guarantee and the executant has full power to do so on its behalf under the proper authority granted to him/them by the guarantor.

We, (NAME OF THE BANK) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the CG MARKFED in writing.

Dated the day of for (NAME OF THE BANK)

Annexure V

Schedule of Financial Bid

To

The MD Markfed,
CG MARKFED
Atal Nagar, Nava Raipur

Sir,

1. We submit the Financial bid for "Engagement of service provider for e-auctioning of paddy " to CG MARKFED with scope of work as "paddy including empanelment of millers, stock analysis & mapping, online bidding management through e-auction, order tracking and payment" on behalf of CG MARKFED.
2. We have thoroughly examined and understood all the terms & conditions as contained in this Bid document and agree to abide by them.
3. We hereby offer to provide services to CG MARKFED for selling of paddy/ including empanelment of traders, millers, stock analysis & mapping, online bidding management through e-auction, order tracking and payment processing on behalf of CG MARKFED.
4. The Financial bid is submitted below as per the format provided in this document.

Scope of work	**Financial bid (in figures)**	**Financial bid (in words)**
Empanelment of buyers, Stock analysis & mapping, e-auctioning Bid management, order tracking and payment management on behalf of CG MARKFED. Refer to SoW section of RFP.	0 . 0 0 0 0 Of the invoice value (excluding taxes) received to CG MARKFED from paddy/ buyers.	_____ percent of the invoice value (excluding taxes) received to CG MARKFED from paddy/buyers.

5. The quoted percentage of bidding fees (paddy buyers bidding through e-auction platform) to be collected directed from paddy buyers. Markfed will not involve in any financial commission to the e-auction service provider.
6. We undertake that the service charges payable to us will be equal to the cost of paddy sold to buyers, multiplied by the rate quoted as per our financial bid.

Yours faithfully,

( )

Signature of (Capacity in which signing) Stamp of Firm
Date:
Place:

PRE-CONTRACT INTEGRITY PACT **Annexure VI**

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/Authorised 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, favour 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. COMMITMENTS OF BIDDER/SELLER/CONTRACTORS

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, favour, 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, favour, 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 favour or disfavour 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 favour of.. .....

(ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the .. (BUYER/PRINCIPAL) .on demand within three 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 upto 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 *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/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/PRINCIPAL shall 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	**Name**
Designation	**Designation**
Signature	**Signature**