कार्यालय आबकारी आयुक्त, छत्तीसगढ़
छोकरानाला, रायपुर पिनकोड–492012

मरकरीयुक्त मदिरा शक्ति परीक्षण यंत्रो की संभावित संख्या

आबकारी आयुक्त, छत्तीसगढ़ द्वारा अधीनस्थ कार्यालयों के उपयोग हेतु निम्नांकित विवरण अनुसार मदिरा शक्ति परीक्षण यंत्रो (मरकरीयुक्त साइक्स ग्लास हाईड्रोमीटर व मरकरीयुक्त थर्मामीटर सेट, साईक्स टेबिल बुक तथा टेस्ट ग्लास जार) के क्रय किये जाने हेतु मरकरीयुक्त मदिरा शक्ति परीक्षण यंत्रो की निर्माता इकाईयों से मोहरबंद निविदायें आमंत्रित की जाती है। मरकरीयुक्त मदिरा शक्ति परीक्षण यंत्रो की संभावित संख्या, जो क्रय की जाना है, उसकी विशिष्टता के सामने अंकित की गई है।

क्रमांक	मदिरा शक्ति परीक्षण यंत्रों की विशिष्टता का वर्गीकरण	संख्या
1	2	3
1.	मरकरीयुक्त साइक्स ग्लास हाईड्रोमीटर रेंज 0–20 ए, 0–20, 20–40, 40–60, 60–80 एवं 80–100 (यह यंत्र पृथक–पृथक सात खानों वाले लकड़ी के बॉक्स में बंद होंगे। जिनमें छः खानों में साइक्स ग्लास हाईड्रोमीटर की सुरक्षा हेतु अन्दर Valvet चस्पा होगा। साथ ही थर्मामीटर रखने हेतु उपरोक्तानुसार ही Valvet युक्त अतिरिक्त खाना होगा।)	350 सेट
2.	मरकरीयुक्त साइक्स ग्लास हाईड्रोमीटर रेंज 55–90 (यह यंत्र लकड़ी के दो खाने वाले बॉक्स में बंद होंगे। एक खाने के अन्दर साइक्स ग्लास हाईड्रोमीटर की सुरक्षा हेतु Valvet चस्पा होगा। साथ ही थर्मामीटर रखने हेतु उपरोक्तानुसार ही Valvet युक्त दूसरा खाना होगा।)	350 सेट
3.	मरकरी युक्त थर्मामीटर (जिसकी रेंज 30 डिग्री फेरनहाइट से 120 डिग्री फेरनहाइट तक होगी। जो प्लास्टिक की पट्टी पर दृढता से इस प्रकार मढ़ा होगा कि उसकी रीडिंग प्लास्टिक की पट्टी के स्केल व थर्मामीटर के खांचे पर समान रूप से सुस्पष्ट अंकित होगी।)	750 सेट
4.	मुद्रित साईक्स टेबिल बुक (पक्की बाइडिंग सहित)	750 सेट
5.	टेस्ट ग्लास जार (साईक्स हाइड्रोमीटर के साइज अनुसार। जिससे मदिरा की न्यूनतम मात्रा की शक्ति (Strength) को ज्ञात किया जा सके।)	750 सेट

कार्यालय आबकारी आयुक्त, छत्तीसगढ़

निविदा आमत्रण सूचना क्रमांक 02/2013 की शर्ते

1. उपरोक्त मरकरीयुक्त मदिरा शक्ति परीक्षण यंत्रों की आपूर्ति हेतु मोहरबंद निविदायें अधोहस्ताक्षरकर्ता के कार्यालय में **दिनांक 08 जनवरी 2014 दिन सोमवार को दोपहर 3.00 बजे तक** पहुंच जाना चाहिये। निविदायें उसी दिन अर्थात् **दिनांक 08 जनवरी 2014 को दोपहर 4.00 बजे खोली जावेगी**। निविदा के लिफाफे के ऊपर बांयी ओर **"मदिरा शक्ति परीक्षण यंत्रों के लिए निविदा"** स्पष्ट अंकित होना चाहिये।
2. प्रत्येक निविदादाता को प्रतिभूति के रूप में आबकारी आयुक्त, छत्तीसगढ़ रायपुर के पक्ष में रूपये 50,000/– (रूपये पचास हजार) राशि का किसी अधिसूचित बैंक द्वारा जारी रायपुर पर देय बैंक ड्राफ्ट/बैंकर्स चैक संलग्न प्रस्तुत करना होगा।
3. प्रत्येक निविदादाता को निविदा के साथ क्रमांक 01 से क्रमांक 05 तक उल्लिखित यंत्रों (सामग्री) का नमूना प्रस्तुत करना होगा। जो असफल निविदादाता की स्थिति में विभाग को आवश्यकता न होने पर, उसी दिन वापिस कर दिया जावेगा। सफल निविदादाता द्वारा प्रस्तुत किया गया उपरोक्त क्रमांक 01 से क्रमांक 05 तक उल्लिखित यंत्रों (सामग्री) का नमूना कार्यालय में सुरक्षित रखा जायेगा।
4. प्रत्येक मरकरीयुक्त साईक्स ग्लास हाइड्रोमीटर रेंज 0–20 ए, रेंज 0–20, रेंज 20–40, रेंज 40–60, रेंज 60–80, रेंज 80–100 एवं मरकरीयुक्त साइक्स ग्लास हाईड्रोमीटर रेंज 55–90 तथा प्रत्येक मरकरीयुक्त थर्मामीटर का एक पृथक एवं सुभिन्नक क्रमांक होगा। जिससे प्रमाणीकरण उपरांत उसकी पहचान सुनिश्चित की जा सके।
5. सफल निविदादाता को विभाग द्वारा आदेश दिये जाने के 30 दिवस के भीतर मदिरा शक्ति परीक्षण यंत्रों की आपूर्ति करनी होगी। आपूर्ति किये गये यंत्रों की विधिवत जांच के पश्चात्, इनके पूर्णरूपेण नमूने अनुसार एवं उपयोगी पाये जाने पर ही देय राशि की 90 प्रतिशत का भुगतान किया जावेगा। शेष 10 प्रतिशत राशि का भुगतान एवं प्रतिभूति की राशि की वापिसी, तीन माह पश्चात् उसी दशा में की जायेगी, जब आबकारी आयुक्त को यह संतोष हो जायेगा कि आपूर्ति किये गये मदिरा शक्ति परीक्षण यंत्र एवं अन्य सामग्री उचित एवं नमूना अनुसार गुणवत्तायुक्त और उपयोगी हैं।

6. निविदादाता की प्रतिभूति की राशि अथवा उसके किसी भाग को निविदा की शर्तों का पालन न करने पर आबकारी आयुक्त, छत्तीसगढ़ द्वारा सुनवाई का अवसर दिये जाने के पश्चात्, दिये गये आदेशानुसार राजसात किया जाकर, छत्तीसगढ़ शासन के कोष में जमा करा दिया जायेगा।
7. निविदादाता को आपूर्ति किये जाने वाले मदिरा शक्ति परीक्षण यंत्रों के मेक, ब्रान्ड, विशिष्टता आदि का उल्लेख निविदा में आवश्यक रूप से करना होगा। ऐसा न करने पर निविदा अमान्य कर दी जावेगी।
8. आबकारी आयुक्त, छत्तीसगढ़ के पास बिना समुचित कारण बताये, किसी एक या सभी निविदाओं को अस्वीकृत करने का अधिकार सुरक्षित है।
9. उन मरकरीयुक्त मदिरा शक्ति परीक्षण यंत्रों को अधिमान्यता दी जावेगी जिनके प्रयोग के लिये न्यूनतम मदिरा की आवश्यकता होगी।
10. किसी भी विवाद की स्थिति में आबकारी आयुक्त, छत्तीसगढ़ का निर्णय अंतिम होगा।
11. सभी मदिरा शक्ति परीक्षण यंत्रों की आपूर्ति कार्यालय आबकारी आयुक्त, छत्तीसगढ़ छोकरानाला, रायपुर पिन कोड –492012 स्थित कार्यालय में करना होगा।
12. स्थानीय कर या वैट या अन्य कोई कर विभाग द्वारा देय नहीं होगा। आवश्यकता होने पर इस संबंध में आवश्यक प्रमाण–पत्र जारी किया जायेगा।
13. निविदा खुलने के समय व दिनांक को निविदादाता स्वयं या उनके अधिकृत अभिकर्ता उपस्थित रह सकते हैं। उनकी अनुपस्थिति में निविदा खोलने व निर्णय लेने की प्रक्रिया में बाधा नहीं होगी।
14. सत्यनिष्ठा संधि (Integrity Pact) की प्रक्रिया में क्रेता एवं निविदाकर्ता द्वारा संन्निष्ठा की नीति का पालन किया जाना अनिवार्य होगा। संन्निष्टा संधि का प्रारूप परिशिष्ट (Annexure) में संलग्न है।

(आर.एस. विश्वकर्मा)
आबकारी आयुक्त
छत्तीसगढ़

Annexure

PRE-CONTRACT INTEGRITY PACT

1. GENERAL

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

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

2. OBJECTIVES

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

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

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

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

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

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

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

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

4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means an illegal activities during any stage of its bid or during any pre-contract or

post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the biding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

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

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

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

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

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

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

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

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

5. PREVIOUS TRANSGRESSION

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

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

6. EARNEST MONEY (SECURITY DEPOSIT)

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

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

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

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

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

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

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

7. SANCTIONS FOR VIOLATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. FALL CLAUSE

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

9. INDEPENDENT MONITORS

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

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

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

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

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

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

10. FACILITATION OF INVESTIGATION

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

11. LAW AND PLACE OF JURISDICTION

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

12. OTHER LEGAL ACTIONS

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

13. VALIDITY

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

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

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

BUYER BIDDER

Name of the Officer

Designation

Department/ PSU

CHIEF EXECUTTIVE OFFICER

Witness

1) .....

.....

2) .....

.....

Witness

1) .....

.....

2) .....

.....

