



# Chhattisgarh State Industrial Development Corporation Limited

(A Government of Chhattisgarh Undertaking)

(ISO 9001:2015 Certified)

First Floor, Udyog Bhawan, Ring Road No.-1, Telibandha, Raipur- 492006 (C.G.)

CIN : U45203CT1981SG001853, PAN : AABCM6288N, ST Regn. No. : AABCM6288NSD004

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Website: www.csidc.in, Email address: csidc\_raipur@yahoo.com, csidc.cg@nic.in

**Tender No.: 04**

**Tender Ref. Date:** 18/ 06/2026

**Tender Ref. No.:** CSIDC/EE/DIV.-II/2026-27/ 04

**Unified Registered Contractor:**

Class- B & above

**Currency:** INR

**Tender Category:**

Item Rate work Restricted Tender

**Splitting Rule:** All

**Description:**

Corporate Tower (Phase-01) of 2nd & 3rd floor Interior work & Electrification work at Udyog Bhawan, Raipur, (C.G.).

**Purchase Section:** Tender Section (Civil Technical Division)

**Report Title:**

Corporate Tower (Phase-01) of 2nd & 3rd floor Interior work & Electrification work at Udyog Bhawan, Raipur, (C.G.).

**Office Name:** E.E. Div.-II, CSIDC, Raipur

**No of Material:**

00

**Tender Type:**

Restricted Tender

**Wing:**

Technical Division-II

**Officer:**

(Executive Engineer)

**Remarks:**

NA

## **e-Procurement Tender Notice**

**Portal :** <https://eproc.cgstate.gov.in>

**(1st CALL)**

Online tenders for the work mentioned below are invited on behalf of the M.D. CSIDC Raipur Chhattisgarh in **Form “B” (Item Rate Basis) on SOR Building & Electrical works issued by Engineer-In-Chief, P.W.D. Raipur** in force from **01/01/2015 & 01/06/2020 with up to date** amended, from contactors, **Registered in D & Above class in new registration system“Unified Registration System-(e-Registration)”** with Chhattisgarh P.W.D. and also get empanelled on <https://eproc.cgstate.gov.in> as per the Date Details mentioned below. All other condition for submission of tenders have been mentioned in the tender documents.

S. No.	Name of work	Estimated Cost (INR) In Lacs	EMD (INR) In Lacs	Cost of tender document	Bid Participation fees	Class of contractor Eligible to tender	Time allowed inc. rainy season	Bank Solvency Certificate not older than 12 months
1	2	3	4	5	6	7	8	9
1	Corporate Tower (Phase-01) of 2nd & 3rd floor Interior work & Electrification work at Udyog Bhawan, Raipur, (C.G.).	208.19 Lacs	Rs. 104100/- (To be Submitted FDR in favour of M.D. CSIDC, Raipur	3000/- + GST 18% Rs. 540/- total Rs. 3540/- (to be pledged in favour of M.D. CSIDC, Raipur	Rs. 311/-+ payment gateway service charges as applicable	B & Above	06 Months including rainy season	Rs. 31.23 Lacs

The tender documents can be downloaded from free of cost the Portal (Website) <https://eproc.cgstate.gov.in> directly and shall be submitted online only after making the payment of Bid

Participation fees online, but Earnest Money Deposit to be pledged in favour of **M.D. CSIDC Raipur** shall have to be submitted along with Affidavit (in given format) physically in Envelope D as per the Dates Details mentioned below.

**Key Dates :-**

S.No.	Activity	Date & Time
1.	Bid Submission Start Date	19/06/2026 17.00
2.	Bid Submission due Date (Online)	10 /07/2026 17.00
3.	End date for Physical Doc submission (EMD, and Affidavit in Envelope D) (by Registered/Speed Post)	14/07/2026 17.00
4.	Bid Opening date (Scheduled)	15/07/2026 12.00

Executive Engineer  
Division-II  
CSIDC, Raipur (C.G.)

The Bids of the contractors have to be digitally signed by the digital Certificate of the Contractor before submitting the bids online.

- 1- It is mandatory to submit the following online :-
  - (A) Details of Earnest money. (FDR in favour of M.D. C.S.I.D.C., Raipur)
  - (B) Cost of tender document in the form of DD in favour of M.D. CSIDC, Raipur
  - (C) Valid Registration of G.S.T. Requirements for submission of GST Returns would be as follows :-
    - (a) Bidders filing return on monthly basis must submit the GST Return for the month May 2026.
    - (b) Bidders filing GST return on quarterly basis must submit GST Return for the quarter ending March -2026.
  - (D) PAN No. & IT Return (last 3 Years 2023-24, 2024-25 & 2025-26)
  - (E) Copy of valid registration in CGPWD of appropriate class.
  - (F) Notarized Affidavit in Original should be in prescribed format regarding that given all the information's are true & must be attached on Rs. 100/- Non Judicial Stamp Paper.
  - (G) Affidavit in prescribed format attached in annexure 1
  - (H) All desired document of scan copy Submitted should be Online.
  - (I) Valid Bank solvency Certificate not older than 12 Months of amount Rs. 31.23 Lacs.
  - (J) Pre Integrity pact in the prescribed format in Rs. 100/- non judicial Stamp paper duly notarized. attached in Annexure-H
  - (K) Power of Attorney for Signing & submission of Bid On Rs.100/- (Rupees hundred only) Non judicial Stamp Paper duly notarized.
- 2- For details on tendering procedure through the electronic tendering system, please refer to Guidelines to contractors for implementation of e-procurement system in CSIDC. Document available along with the tender document.
- 3- If any document as required is not received as desired then the bidder will be treated unqualified and his tender will not be opened.
- 4- For technical qualification, eligibility criteria and earnest money-the document submitted online shall only be treated as final submission of document. Any physical submission of extra paper/document shall not be taken for consideration for technical qualification/eligibility criteria.
- 5- Conditional tenders are liable for rejection.
- 6- Any amendment issued shall be part of the tender document and shall be published on the website only and shall not be published in any newspaper.
- 7- cess@1% (one percent) shall be deducted at source from every bill of the contractor under Building and other construction for workers welfare, cess act 1996.
- 8- The right to accept/reject the all or any tender is reserved with Managing Director, CSIDC, Ltd. Raipur.
- 9- It is mandatory to be submit an Experience certificate along with work order of interior work form any Govt./semi Govt. department signed by not below rank of Executive Engineer.
- 10- **GST Shall be payable by the contractor and the amount of GST paid by the Contractor shall be reimburse/ paid Sepretely, On providing proof of payment by the contractor.**

11- **Technical Criteria :-**

<b>A</b>	Intending tenderer shall be registered contractor with State of Chhattisgarh in Class of contractor under appropriate categories.
<b>AND</b>	
<b>B</b>	<p>Intending tenderer should have completed satisfactorily following works during lastFive years i.e. after 17/06/2021 in any Central/ Semi Central/ State Govt/ Local Body/ PSUs as below: -</p> <p>(a) One Similar work costing not less than <b>INR 104.09 Lacs</b></p> <p style="text-align: center;"><b>OR</b></p> <p>(b) Two Similar works costing not less than <b>INR 83.27 Lacs</b> each . (two work of 40% cost of probable amount of conctct)</p> <p style="text-align: center;"><b>OR</b></p> <p>(c) Satisfactorily executing at least one similar work having received payment of value not less then 60% (sixty percent) of the value of probable amount of contract as on date of submission of financial offer.</p> <p><b>Note: -</b>  <u>Similar work</u> shall mean a single project civil, Interior &amp; Exterior work.</p>

- 12- It is mandatory for the contractor(S) to get himself/themselves registered with C.G. Building & Other Construction welfare Board" and "Karmachari Rajya Bima Yojna (ESIC) Govt- India, Regional Office, Kota, Raipur " For their employees ( in case of more than 10 employees) " as soon as the work order is issued to him / them for the work amounting to Rs. 10.00 (ten) lacs and above and submit a copy of the same to the concern Executive Engineer. Otherwise no payment will be made under the contract.
- 13-Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders, as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general, shall themselves at their own cost obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect the execution of work and shall incorporate the cost of such effects while quoting the tender, A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed, The tenderer shall be responsible for arranging and maintaining at his own cost all materials tools & plants, water, electricity, access facilities for workers and on all other services required for executing the work unless otherwise specifically provided in the contract documents. Submission of tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.
- 14-During Execution of Construction of work the contractor will be responsible for any kind of damages of existing pipe line, street light cable laid under /over the ground of street light pole, of CSIDC or CSPDCL**
- 15- (a) E-Tenders shall be valid for 120 (One Hundred Twenty) days from the last date of submission of the tender. CSIDC will not be responsible for any costs or expenses incurred by Tenderers in connection with the preparation or Online Tendering System. If any tenderer withdraw his tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the CSIDC, then the CSIDC shall, without prejudice to any other right or remedy, be at liberty to forfeit entire amount of Earnest Money as aforesaid.
- (b) Any bidder, who has withdrawn his proposal or have been disqualified on the basis of the above clause, shall not be eligible to submit the tender in the recall of such tender.
- 15- All the contractors are required to submit Envelope D physically containing the following Documents:**
- Original Instrument of Earnest Money Deposit (E.M.D.) in favour of M.D. CSIDC, Raipur.
  - Original Cost of tender document in the form of DD in favour of M.D. CSIDC, Raipur.
  - Original Notarized Affidavit in in Rs. 100/- non Judicial stamp paper.
  - Pre Integrity pact in the prescribed format in Rs. 100/- non judicial Stamp paper duly notarized. attached in Annexure-H
  - Power of Attorney for Signing & submission of Bid On Rs.100/- (Rupees hundred only) Non judicial Stamp Paper duly notarized.
- Envelope "D" should be submitted only through Registered Post/Speed Post so as to reach in the office of Executive Engineer, Division-II, CSIDC, Udyog Bhawan, Ring Road no.-1, Telibandha Raipur (C.G.) Pin 492006. upto the date and time as mentioned in key dates For any postal delay the department shall not be responsible.
- NOTE:**
- The interested tenderers for online submission of tenders may contact CGeProc Helpdesk. Operated by Mjunction Services Limited. They may reach Helpdesk using 1800 419 9140 (from 9 AM to 11 PM) (therein press 2 for CGeProc) or you can Email: [helpdesk.eproc@cgswan.gov.in](mailto:helpdesk.eproc@cgswan.gov.in).
  - Tenderer may contact to Executive Engineer Div- 02 CSIDC in working hours to clear their doubt if any before online submission of the tender.

**Executive Engineer**  
Division-II

- Note: -1.** All eligible/interested contractors are mandated to get enrolled on the e Procurement portal (<https://eproc.cgstate.gov.in>) in order to download the tender documents and participate in the subsequent bidding process.
2. For any other queries regarding online registration on the above mentioned website please get in touch with e-Procurement system integrator, M/s. Mjunction Services Limited, Raipur – 492 001 on Toll free 1800 419 9140 or email [helpdesk.eproc@cgswan.gov.in](mailto:helpdesk.eproc@cgswan.gov.in)
  3. All Documents related to Tender are to be submitted by Tenderers online only. In Addition EMD and Affidavit should be submitted in original through speed post/ registered only, failing which the tenderer cannot participate in the bidding.
  4. निविदा की टेक्निकल बिड खोलने की निर्धारित तिथि एवं समय पर संबंधित निविदाकारों की उपस्थिति अपेक्षित है। ताकि वे अनर्ह होते हैं तो उसी दिन उन्हें सूचना दी जा सके। और वे अनर्हता के संबंध में अपना पक्ष उसी दिन रख सकें यदि वे उक्त तिथि एवं समय पर उपस्थित नहीं होते हैं तो भविष्य में उनके द्वारा ली गई किसी आपत्ति या उनके द्वारा प्रस्तुत कोई अभ्यावेदन मान्य नहीं होगा ।

**Affidavit**

I.....S/o.....Aged...  
 .....years.....resident.....of.....  
 .....(address.....)

(For and on behalf of.....), do here by  
 and herewith solemnly affirm / state on oath that : -

1. All documents and Information's furnished are correct in all respects to the best of my knowledge and belief.
2. I/We read carefully & understood the entire Tender document including Addendum if any along with important instructions to the tenderers submitting the tender online. In case at any stage whatsoever at a later date it is found that we have given false documents/information, we clearly understand that our work shall be liable to be cancelled and Earnest Money/Performance Guarantee/Security deposit etc. all are liable to be forfeited by CSIDC and in such an eventuality I/We shall have no right or claim for any damages/compensation from CSIDC on this account. Further in such case I/We may also be debarred by CSIDC for further participation in the concerned work of CSIDC.
3. I have not suppressed or omitted any information as is required.
4. I am/we are/ none of our partner of director is neither black listed nor debarred by Govt. of India/Other State Govt. Departments/Chhattisgarh State Govt. Departments / Semi Govt. Departments. (C.G. & Other Govt.)
5. I or any of the partner of the firm or any of the director of the company are neither partner of any such firm or director of any such company which has been debarred/black listed by Government of India/other state Govt. Department/ C.G. State Govt. Departments/ Semi Govt. Departments. (C.G. & Other Govt.)
6. I hereby authorize the CSIDC Officials to get all the documents verified from appropriate source(s).

Deponent

(.....)

Authorized signatory /  
 for and on behalf of

.....  
 (affix seal)

**Verification**

I.....S/o..... do here by affirm that the  
 contents stated in Para 1 to 5 above are true to the best of my knowledge and believe and  
 are based on my / our record.

Verified that this..... date of .....200...at (Place).....

Seal of attestation by a Public Deponent

Notary with date (.....)

Authorized signature /  
 for and on behalf of.....  
 (affix seal)

**“Annexure-H”**  
**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 branches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the par 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 bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract 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 intercode, 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 F.D.R. in favour of M.D. CSIDC, Raipur.
  - (ii) A confirmed guarantee by an Indian Nationalized 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 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 the 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 or 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 in 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 so 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 purpose 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. This 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 naturally 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 Monitors 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 reasons 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 : Executive Director

.....

Department/PSU : Chhattisgarh State Industrial  
Development Corporation Ltd.

.....  
.....

Witness :

1) .....

1) .....

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2) .....

2) .....

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