

ANNEXURES-	Following Annexure and Appendices are also part of bid. Bidder has to submit completely filled along with the bids
ANNEXURE 'I'	Model Rules relating to labour, water supply and sanitation etc.
ANNEXURE 'II'	Contractor's Labour Regulations
ANNEXURE 'III'	Information & Instructions to the bidders for online electronic government procurement system (e-GPS).
ANNEXURE 'IV'	Pre contract Integrity Pact
ANNEXURE 'V'	Performance Security for O&M Contract Period
Appendix-01	Qualification Information
Appendix - 02	Information regarding similar work
Appendix – 03	Financial reports for the immediate previous three years: balance sheets, profit and loss statements, audited auditors' reports, etc., list below and attach copies.
Appendix – 04	Information on current claims, arbitration, litigation in which the Bidder is involved
Appendix-05	contact persons
Appendix-06	Affidavit

**Commissioner,
Municipal Corporation,
Ambikapur**

Annexure- "I":

Model Rules relating to Labour, Water Supply and Sanitation in Labour Camps

NOTE:

These model rules are intended primarily for labour camps which are not of a permanent nature. They lay down the minimum desirable standard which should be adhered to standards in permanent or semi permanent labour camps should not obviously be lower than for temporary camps.

LOCATION:

The camp should be located in elevated and well drained ground in the locality. Labour huts to be constructed for one family of 5 persons each. The layout to be shown in the prescribed sketch.

HUTTING:

The huts to be built of local materials. Each hut should provide at least 20 sqm. of living space.

SANITARY FACILITIES:

Latrines and urinals shall be provided at least 15 mtrs. away from the nearest quarters separately for men and women and specially so marked in the following scale.

LATRINES:

Pit provided at the rate of 10 users of families per seat. Separate are required as the privacy can also be used for this purpose.

DRINKING WATER:

Adequate arrangements shall be made for the supply of drinking water. If practicable filtered and chlorinated supplies shall be arranged when supply is from intermittent sources over head storage tank shall be provided with a capacity of five liters a per son per day. Where the supply is to be made from a well it shall conform to the sanitary standard laid down in the report of the rural sanitation committee. The well should be at least 30 meters. away from any latrine or other source of pollution. If possible the hand pump should be installed for drawing the water from well. the well should be effectively disinfected one every month and the quality of the water should be got tested at the Public Health Institution between each work of disinfecting.

BATHING AND WASHING:

Separate bathing and washing plan shall be provided for men and women for every 25 persons in the camp. There shall be one gap and space of 2 sq. for washing and bathing Proper drainage for waste water should be provided.

WASTE DISPOSAL:

Dustbin shall be provided at suitable places in camp and the residence shall be directed to throw all rubbish into those dustbins. The dustbin shall be provided with cover. The contents shall be removed every day and disposed off by trenching.

MEDICAL FACILITIES:

- a) Every camp where 1000 or more persons reside shall be provided with whole time doctor and dispensary. If there are women in the camp a whole time Nurse shall be employed.
- b) Every camp where less than 1000 but more than 250 persons resides shall be provided with a dispensary and a part time, Nurse/Midwife. If there are less than 250 persons in any camp a first aid kit shall be maintained in charge of whole time persons trained in first side. All the medical facilities mentioned above shall be for the all residents in the camp, including a dependent of workers, if any, free of costs. For each labour camp there should be qualified sanitary inspector and sweepers should be provided in the following scales :-

For camps with strength over 200 but not exceeding 500 persons - One sweeper for every 75 persons above the first 200 for which 3 sweepers will be provided.

For camps with strength over 500 persons - One sweeper for every 100 persons above first 500 for which 6 sweepers should be provided.

Annexure- "II": Contractors Labour Regulations

The contractor shall pay not less than fair wage to labours engaged by him in the work:

EXPLANATION:

A. "FAIR WAGES" means whether for time or piece work as notified on the date of inviting tenders and where such wages have not been so notified the wages prescribed by the competent authority for division in which the work is done.

The contractor shall, notwithstanding the provision of any contract to the contrary, cause to be paid a fair to labours indirectly engaged on the work including any labour engaged by his sub-contractor in connection with the said work as if labourers had been immediately employed by him.

In respect of all labour directly or indirectly employed on the works or the performance of his contract, the contractor shall comply with or cause to be complied with the labour Act. Enforce.

The Executive Engineer/Assistant Engineer shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good, the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers non payment of the wages or of deductions made from his or their wages which are not justified by their terms of contract or non-observance of regulations.

The contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractor.

The Regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

The contractor shall obtain a valid license under the contract (Regulation & Abolition) Act, in force and rule made there under by the competent authority from time to time before commencement of work and continue to have a valid license until the completion of the work.

Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resulted non execution of the work assigned to the contractor.

Special Additional Condition:-

Cess@1% (one percent only) shall be deducted at source, from every bill of contractor by Executive Engineer under "Building and other Construction for workers welfare, cess Act-1996"

It is mandatory for the contractor(s) to get him self/them selves registered with "Chhattisgarh Building and other Construction Welfare Board" for work amounting to Rs. 10.00 Lacs (Ten Lacs) and above and enclose a true copy of such registration certificate within one month of award of contract.

ANNEXURE- "III"

Guidelines for bidders on using integrated eProcurement System Govt. of Chhattisgarh.
<https://eproc.cgstate.gov.in>

Note: These conditions will over-rule the conditions stated in the tender document(s), wherever relevant and applicable.

1. Vendor / Bidder Registration on the e-Procurement System:

All the Users / Bidders (Manufacturers / Contractors / 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> and get approval on specific class (e.g. A, B, C, D, UGE, UDE) from Public Works Department (in case to participate in tenders restricted to vendors / bidders in a particular class).

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 e-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 get in touch with e-Procurement system integrator, M/s. Mjunction Services Limited, Ambikapur – 492 001 on Toll free 1800 258 2502 or email helpdesk.eproc@cgswan.gov.in.

2. Digital Certificates:

The bids submitted online must be signed digitally with a valid Class II / Class – III Digital Signature Certificate to establish the identity of the bidders submitting the bids online. The bidders may obtain pair of Encryption & Signing Class – II / Class – III Digital Certificate issued by an approved Certifying Authority (CA) authorized by the Controller of Certifying Authorities (CCA), Government of India.

Note: It may take upto 7 to 10 working days for issuance of Class-II / Class-III Digital Certificate, Therefore the bidders are advised to obtain it at the earliest. It is compulsory to possess a valid Class-II / Class-III Digital Certificate while registering online on the above mentioned e-

Procurement portal. A Digital Certificate once mapped to an account / registration cannot be remapped with any other account / registration however it may be inactivated / deactivated.

Important Note: bid under preparation / creation for a particular tender may only be submitted using the same digital certificate that is used for encryption to encrypt the bid data during the bid preparation / creation / responding stage. However bidder may prepare / create and submit a fresh bid using his/another / reissued / renewed Digital Certificate only within the stipulated date and time as specified in the tender.

In case, during the process of a particular bid preparation / responding for a tender, the bidder loses his/her Digital Certificate because of any reason they may not be able to submit the same bid under preparation online, Hence the bidders are advised to keep their Digital Certificates secure to be used whenever required and comply with IT Act 2000 & its amendments and CVC guidelines.

The digital certificate issued to the authorized user of an individual / partnership firm / private limited company / public limited company / joint venture and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to the user.

Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization / firm for online tenders as per Information Technology Act 2000. This authorized user will be required to obtain a valid Class-II / Class-III Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this authorized user will be binding on the organization / firm. It shall be the responsibility of management / partners of the concerned organization / firm to inform the Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate for the new authorized user.

3. Online Payment:

As the bid is to be submitted only online, bidders are required to make online payment(s) of the Registration fee / Transaction or Service fees / EMD using the online payments gateway services integrated into the e-Procurement system using various payment modes like Credit Card / Debit Card / Internet Banking / Cash Card / NEFT / RTGS etc.

For the list of available online modes of electronic payments that are presently accepted on the online payments gateway services, please refer the link '**Payments accepted online**' on the Procurement portal <https://eproc.cgstate.gov.in>.

4. Setup of User's Computer System:

In order to operate on the e-Procurement system for a bidder / user, the computer system / desktop / laptop of the bidder is required to have Java ver. 765 , Internet explorer 9 / 11, latest Mozilla firefox with IE Tab V2 (Enhanced IE Tab) or any other latest browser. A detailed step by step document on the same is available on the home page. Also internet connectivity should be minimum one MBPS.

5. Publishing of N.I.T.:

For the tenders processed using the e-Procurement system, only a brief advertisement notice related to the tender shall be published in the newspapers and the detailed notice shall be published only on the e-Procurement system. Bidders can view the detailed notice, tender document and the activity time schedule for all the tenders processed using the e-Procurement system on the portal <https://eproc.cgstate.gov.in>.

6. Tender's Critical Dates & Time/Tender Time Schedule:

The bidders are strictly advised to follow the tender time for their side for tasks / activities and responsibilities to participate in the tender, as all the activities / tasks of each tender are locked before the start time & date and after the end time & date for the relevant activity of the tender as set by the concerned department official.

7. Download Tender Document(s):

The tender document and supporting document(s) if any can be downloaded only online. The tender document(s) will be available for download to concerned bidders after online publishing of the tender and up to the stipulated date & time as set in the tender.

8. Submit Online Bids:

bidders have to 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 bidders who have submitted their bids within the stipulated date & time will be accepted by the e-Procurement system. It is expected that the bidder complete his bid and submit within timeline, a 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 over all bid documents should be less than fifty MB.

9. Submission of Earnest Money Deposit:

The bidders shall submit their Earnest Money Deposit Either as in usual physically sealed Earnest Money Deposit envelope and the same should reach the concerned office OR Online using payment gateway as stated in the Notice Inviting Tender/ Tender document. Bidders also have to upload scanned copy of Earnest Money Deposit instrument OR Online Payment /NEFT/RTGS receipt along with the reference details online.

10. Opening of Tenders:

The concerned department official receiving the tenders or his duly authorized officer shall first open the online Earnest Money Deposit envelope 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.

11. Briefcase:

Bidders are privileged to have an online briefcase to keep their documents online and the same can be attached to multiple tenders while responding, this will facilitate bidders to upload their documents once in the briefcase and attach the same document to multiple bids submitting.

For any further queries / assistance, bidders may contact:

1. The Service Integrator of e-Procurement system, M/s. Mjunction Service Ltd. on Help Desk
Toll free No. 1800 258 2502 or email helpdesk.eproc@cgswan.gov.in.
2. Mr. Shailesh Kumar Soni, Sr. Manager, Chhattisgarh Infotech & Biotech Promotion Society (CHiPS) on Tel. No. 0771 - 4014158 or email: pro-chips@nic.in.

Annexure – ‘IV’

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 AMBIKAPUR MUNICIPAL CORPORATION acting through Shri.....(Designation of the officer , Department)Ambikapur MUNICIPAL CORPORATION (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/srepresented by ShriChief 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 AMBIKAPUR MUNICIPAL CORPORATION.

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, favors 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 AMBIKAPUR MUNICIPAL CORPORATION 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, un fair 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 the 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 AMBIKAPUR MUNICIPAL CORPORATION for showing or forbearing to show favour or disfavor 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 AMBIKAPUR MUNICIPAL CORPORATION 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 AMBIKAPUR MUNICIPAL CORPORATION 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 up to 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 proceeding 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 encase 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 AMBIKAPUR MUNICIPAL CORPORATION 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 AMBIKAPUR MUNICIPAL CORPORATION servant or not, but not include a spouse separated from the AMBIKAPUR MUNICIPAL CORPORATION servant by a decree or order of a competent court, son or daughter or step son or step daughter and wholly dependent upon AMBIKAPUR MUNICIPAL CORPORATIONS ervant but does not include a child or step child who is no longer in any way dependent upon the AMBIKAPUR MUNICIPAL CORPORATION servant, or of whose custody the AMBIKAPUR MUNICIPAL CORPORATION servant has been deprived of by or under any law, any other person related, whether by blood or marriage, to the AMBIKAPUR MUNICIPAL CORPORATION servant or to the AMBIKAPUR MUNICIPAL CORPORATION servant's wife or husband and wholly dependent upon AMBIKAPUR MUNICIPAL CORPORATION 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 forth with 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 AMBIKAPUR MUNICIPAL CORPORATION 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 AMBIKAPUR MUNICIPAL CORPORATION 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.

The parties hereby sign this Integrity Pact aton.....

BUYER

BIDDER

COMMISSIONER

(Name of the Bidder)

Nagar Nigam Ambikapur

Designation

Name of the company

Witness

Witness

1).....
.....

1)

.....
.....

2).....
.....

2)

.....
.....

Annexure – ‘V’

Performance Security for O&M Contract Period

Option 1: (Demand Guarantee)

[Insert Guarantor letterhead or SWIFT identifier code]

Beneficiary:*[Insert name and Address of the Employer]*

Date:*[Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Contractor, (hereinafter called "the Applicant")]* has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of the contract and brief description of the Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for its demand or the sum specified therein.

This guarantee shall be valid until the date of issue of the **Final Contract Completion Certificate**.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded. _____

[signature(s)]

[Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product]

Qualification Information

1.1	Constitution or legal status of Bidder/attach copy]				
	Place of registration of Firm/ Company (in case of other than individuals)				
	Principal place of business:				
	Name of Power of attorney holder of signatory of Bid (bidder)/attach copy]				
1.2	Total annual volume of work executed and payments received each year in the immediate three years preceding the year in which tenders are invited. (Attach certificate from Chartered Accountant)- indexed @ 10% (ten percent) compounded per year	Financial Year	(Rs. in crores)		
			"Civil engineering construction work" Turn over in the year	Add for indexing	Total

Note :

- 1.1** Preparatory firm, partnership firm with the certificate of registration by register/artocle and Memorandum of Association with Certificate of Incorporation.
- 1.2** Mention and highlights the year, which the tendered considers for evaluation for the Committee

APPENDIX - 02

Information regarding similar work

S. No.	Project	Name of Employer	Value of Contract	Contract No.	Date of Issue of Work Order	Stipulated Date of Completion	Actual Date Of Completion	Value of Work Done	Remarks Remarks Explaining reasons for Delay, if any and the amount of Deductions due to delay Also mention if any Claim or dispute is Pending in any forum.
1	2	3	4	5	6	7	8	9	10

APPENDIX – 03

Financial reports for the immediate previous three years: balance sheets, profit and loss statements, audited auditors' reports, etc., list below and attach copies.

Year	Income Tax Clearance Certificate (optional)	Balance Sheet	Profit & loss statement	Reserve brought forward in any	Net credit Balance if any [for debit show (-)]	Auditors , Report	Other information if the bidder wishes to submit
1	2	3	4	5	6	7	8

APPENDIX – 04

Information on current claims, arbitration, litigation in which the Bidder is involved.

Sl. no.	Name of Other party(s)	Agt. No. date year and Deptt.	Brief of cause of claims, arbitration /dispute (give reference of contract details)	Where Litigation pending (in the department/Court/a arbitration) (mention Deptt./Court /Arbitration)	Amount Involved/ claimed

Can use separate sheets for each agreements if necessary.

APPENDIX - 06

Affidavit

I.....

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

(For and on behalf of.....), dohere 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 have not suppressed or omitted any information as is required.
3. **I am/ We are neither black listed nor debarred by Govt. of India / Other State Govt. Departments/ Chhattisgarh State Govt. Departments/Urban Local Body.**
4. Not being CDR by any bank
4. I hereby authorize the Nagar Nigam/Nagar Palika/Nagar panchayat Officials to getall 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 4 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).....

Deponent

Seal of attestation by a Public
Notary with date

Authorized signature / for and on
behalf
of.....