

POLICE HEADQUARTERS, CHHATTISGARH, NAVA RAIPUR
TENDER NOTICE (SECOND CALL)

No. PHQ/Admn/Rectt./ M - 1717

/2024 Nava Raipur

Dated : 07/06/2024

Director General of Police, Chhattisgarh, Raipur, on behalf of the Hon'ble Governor of Chhattisgarh, invites sealed tenders in 03 separate envelopes earmarked as (pre-qualification bid, Technical bid and Financial bid) for outsourcing following services required for the recruitment of Chhattisgarh Police, as advertised on 04-10-2023, for following items:-

S. No.	Name of Items
1-	Providing facilities for digital measurement of height and chest during physical standard test (P.S.T.)
2-	Providing RFID system for measuring running time during Physical Efficiency Test (P.E.T.) RFID synchronization.
3-	Providing Digital Technology System for measuring distance/height in shot-put, high jump and long jump
4-	Printing, Scanning & evaluation of OMR written examination sheets
5-	Comprehensive application software for the recruitment program including data entry and compilation of results.

The tender document may be obtained from the office of the under signed on payment of Rs. 1,000/- (Rupees One Thousand only) in the form of Demand Draft/Banker Cheque issued by any nationalized/Scheduled bank in favour of Director General of Police, Police Headquarters, Nava Raipur, Payable at Raipur. Tender form can be downloaded from Chhattisgarh Police Website and can be submitted along with Rs. 1,000/- Demand Draft. Detail of the Scope of work & tender condition are available on the website of Chhattisgarh Police i.e. <http://www.cgpolice.gov.in>.

Assistant Inspector General of Police (Administration)
Police Head Quarters, Chhattisgarh, Nava Raipur
Pin : 492002


The Tender offer in the prescribed tender form along with all the relevant documents sealed and completed in all the respect must be submitted as per the schedule below :-

SCHEDULE FOR TENDER

a)	Address for submission of Tender Document: -	Assistant Inspector General of Police(Admin.), Police Headquarters, Chhattisgarh, Nava Raipur-492002
b)	Pre - Bid conference	18-06-2024 at 11:30 AM
c)	Last date & time for availability of tender forms	28-06-2024 till 12:00 Hrs.
d)	Last Date and Time for receipt of Tender: -	28-06-2024 till 15:00 Hrs.
e)	Place, Time and Date of Opening Technical Bid : -	AIG (Administration), Police Headquarters, Chhattisgarh, Nava Raipur 28-06-2024 at 16:00 Hrs.
f)	Place, Time and Date of opening Financial Bid: -	Shall be intimated.
g)	Date till which the Bid to remain valid	Till 31/12/2024 or the completion of the recruitment process, whichever is later

Note :-

- 1- In case of tender opening date being declared as holiday, tenders will be opened on next working day.
- 2- Tender forms shall not be supplied by Post.
- 3- Modification/Amendments/corrigendum, if any shall not be Advertised in the news paper but shall be published in the aforesaid website only.


For-Director General of Police
Chhattisgarh

Tender Form No :-

POLICE HEADQUARTERS CHHATTISGARH, NAVA RAIPUR
TENDER DOCUMENT for services in recruitment examination of Chhattisgarh Police

SECTION I

INVITATION FOR TENDER (SECOND CALL)

No. PHQ/Admn/Rectt./ M - 1717

/2024 Nava Raipur

Dated : 07/06/2024

- 1.1 Notice inviting Tender is being published in two National Daily and two state level newspapers. The detailed Tender Document has been prepared to elaborate all techno - commercial conditions of this Tender . In case of any discrepancy between the Press Advertisement and detailed provisions in this Tender Document, the later shall prevail.
- 1.2 Director General Of Police, Chhattisgarh, Raipur, on behalf of the Hon'ble Governor of Chhattisgarh, invites sealed tenders in 03 separate envelops earmarked as (Pre - qualification bid, Technical bid and Financial bid) for outsourcing services required for the recruitment of Chhattisgarh Police , as advertised on 04.10.2023, for following items: -

S. No.	Name of Items
1-	Providing facilities for digital measurement of height and chest during Physical Standard Test (P.S.T.)
2-	Providing RFID system for measuring running time during Physical Efficiency Test (P.E.T.)
3-	Providing Digital Technology System for measuring distance/height in shot-put, high jump and long jump events
4-	Printing, Scanning & evaluation of OMR written examination sheets.
5-	Comprehensive application software for the recruitment program including data entry and compilation of results.

The tender document may be obtained from the office of the under signed on payment of Rs . 1,000/- (Rupees One Thousand only) in the form of Demand Draft /Banker Cheque issued by any nationalized/ scheduled bank in favour of Director General of Police, Police Headquarters, Nava Raipur, Payable at Raipur. Tender form can be downloaded from Chhattisgarh police Website and can be submitted along with Rs. 1000 Demand Draft. Detail of the scope of work & tender condition are available on the website of Chhattisgarh Police i.e. <http://www.cgpolice.gov.in>.

The tender offer in the prescribed tender form along with all the relevant documents sealed and completed in all the respect must be submitted as per the schedule below .

SCHEDULE FOR TENDER

a)	Address for submission of Tender Document: -	Assistant Inspector General of Police(Admin.), Police Headquarters, Chhattisgarh, Nava Raipur-492002
b)	Pre - Bid conference	18-06-2024 at 11:30 AM
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e)	Place, Time and Date of Opening Technical Bid :	AIG (Administration), Police Headquarters, Chhattisgarh, Nava Raipur 28-06-2024 at 16:00 Hrs.
f)	Place, Time and Date of opening Financial Bid: -	Shall be intimated.
g)	Date till which the Bid to remain valid	Till 31/12/2024 or the completion of the recruitment process, whichever is later

- 1.3 The Purchaser shall not be responsible for any postal delay resulting into non - receipt / non - delivery or late receipt of completed tender documents.
- 1.4 Tenders with incomplete documents shall be summarily rejected.
- 1.5 If the office of the Director General of Police happens to be closed on the scheduled day of receipt of bids/opening of the bids, the same will be received or opened as the case may be, unless changed otherwise, on the next working day at the same time and at the same venue .
- 1.6 Notwithstanding anything else contained to the contrary in this Tender Document, the Director General of Police, Police Headquarters, Chhattisgarh, Nava Raipur reserves the right to cancel/withdraw/ modify fully or partially the 'Invitation for Tenders' or to reject one or more of the tender without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

Tender 2nd Call (2024)

SECTION – II

PREPARATION AND SUBMISSION OF THE BID

PREPARATION OF BID: -

2.1 The sealed tender for each item mentioned in **Section IV** should accompany the following: -

(a) **ENVELOPE NO . 1**

- (1) The first envelope should be sealed and superscribed as “**ENVELOPE NO:-1 (EMD)**”. It shall contain the **Earnest Money Deposit (EMD)** in favour of Director General of Police, Police Headquarters, Chhattisgarh, Nava Raipur
- (2) It is compulsory to submit the Demand Draft of Rs. 6,00,000/- (Rs. Six Lakh Only) issued by any Nationalized bank/ Scheduled bank in favour of Director General of Police, Police Headquarters, Chhattisgarh, Nava Raipur as Earnest Money deposit amount along with the tender. Deposit in cash is not acceptable. **OR** It may be in the form of challan deposited in any scheduled Bank doing state Govt. transaction in the head —8443 - Civil Deposit 103 -Security Deposit. The original copy of challan to be presented along with in tender or it shall be in the form of Demand Draft of State Bank of India/scheduled Bank (other than cooperative Bank) payable at Raipur.
- (3) The Purchaser shall summarily reject any bid not accompanied by an acceptable E.M.D in the manner stated above as non - responsive bid and the other unopened envelopes shall be returned to the Bidder, without entertaining any correspondence whatsoever

(b) **ENVELOPE NO . 2: (Technical Bid)**

The second envelope should be sealed and superscribed as “**ENVELOPE NO .2: (Technical Bid)**”. It shall contain the following enclosures **with index and paging: -**

LIST OF ENCLOSURES

S.No.	Particulars
1.	Declaration that all conditions contained in the Tender Document is acceptable to the Bidder as per Annexure -I .
2.	Profile of the bidder as per Annexure -II to be certified by a Chartered Accountant
3.	Affidavit/Declaration as per Annexure -III .
4.	Declaration that the Bidder Concern has not been debarred/ black listed by any Government/ Semi - Government organization for quality of services/product and that there is no major complaint against the quality of service/ products by any organization as per Annexure -IV .
5.	Technical specification as per Annexure -V
6.	Copies of audited Balance sheet, Profit & Loss Accounts, Income Tax Returns for last 3 years to be certified by a Chartered Accountant.
7.	Memorandum and Articles of Association of Bidder Company/Other Documentary evidence for constitution / Legal Status to be Duly certified by Director/Company Secretary / Authorized representative.
8.	One set of bid documents duly signed, on each page in token of acceptance of terms and conditions.
9.	ISO Certificate/Bureau of Indian Standard Certificate (if available).
10.	Certificates from Customers/Clients regarding satisfactory performance in the past.

S. No.	Particulars
11.	It is mandatory for the bidder to be registered with the GST department of the Chhattisgarh state and a copy of registration certificate should be attached, in which the services mentioned in the tender should be clearly mentioned. Apart from this, the tax clearing certificate of the firm certifying that the firm has paid the due tax and that no tax is due on it, will be submitted. However, if the bidder firm doesn't having GST registration in Chhattisgarh state at the time of tender submission, then the tendering firm will have to submit a declaration that on achieving lowest rate, GST registration certificate from Chhattisgarh state will surely be obtained and would be submitted before issuing of work order. Work order will not be issued without submission of GST registration certificate of the Chhattisgarh state.
12.	Copy of Challan/Demand draft for Rs. 1000/- , towards the cost of the tender document.
13.	Benchmarking Report of the product/services (if any) done by a technically reputed organization. (if available).
14.	Power of attorney on stamp paper of requisite value to be executed in favour of the signatory who has signed the bid. This power of attorney should be notarized.
15.	Wherever certificate by any Chartered Accountant has been taken, the membership number of the Chartered Accountant should invariably be mentioned.
16.	Pre - Contract Integrity Pact. The IP shall be executed on a plain paper and duly signed on each page by the same signatory who signs the bid document.

Notes:

- (1) All the pages in the envelope shall be serially numbered on the top of the page / document with mention of total pages/document in the envelope . For example if total pages in any envelope are say 205 then the first page shall bear number as —"1/205", page no 2 shall bear number as —"2/205", and the last page shall bear number as —"205/205"
- (2) In case part of a page /document is blank then the blank portion is to be crossed with pen with signature of the authorized signatory.
- (3) **Prepare an index of all required documents.**
- (4) All the information as called for in the tender document should be submitted truly clearly, legibly, transparently, unambiguously and without the use of abbreviations. There shall be no over-writing in the tender document and other papers submitted . All the additions, alterations, deletions and cuttings should be initialed with rubber stamp (or seal) by the same person, who signs the tender document failing so, the tender may be rejected.

(c) ENVELOPE NO . 3 (FINANCIAL BID)

The third envelope should be sealed and super scribed as “**ENVELOPE NO .3: (FINANCIAL BID)**” It shall contain the Financial Bid as per Schedule - I for each item. The Rates should be quoted inclusive of freight, insurance etc. and GST should be quoted separately as per schedule -I ; else the financial bid may be rejected. The Bidder should undertake that if there is an amendment then enhanced rate will be paid by the firm, reduced rate benefit will be transferred to the department. in any of the statutory duties and levies before the completion of contract.

All the pages in the envelope shall be serially numbered on the top of the page / document with mention of total pages/document in the envelope . For example if total pages in any envelope are say 205 then the first page shall bear number as —"1/205", page no 2 shall bear number as —"2/205", and the last page shall bear number as —"205/205"

N . B . : FINANCIAL BID SHOULD ONLY INDICATE PRICES IN INDIAN RUPEES .

- (d) **Envelope No: 4** All the above three envelopes should be sealed in a fourth envelop and submitted addressed to the Director General of Police, Police Headquarters, Chhattisgarh, Nava Raipur.
All the envelopes containing the quotations/ tenders should be sealed and be superscribed —"TENDER for services in recruitment examination of Chhattisgarh Police". The sealed Envelopes should be deposited in the Tender box placed in the office of The AIG (Administration), Police Headquarters, Chhattisgarh, Nava Raipur before the stated date and time mentioned in Section I .

2.2 EARNEST MONEY DEPOSIT [E.M.D.]

- (a) E.M.D. of all unsuccessful Bidders will be returned. E.M.D. will not carry any interest for the firm.
- (b) E.M.D. of the successful bidder shall be returned only when agreement has been executed and security deposit has been submitted.
- (c) E.M.D. of any bidder will be forfeited if the Bidder withdraws the bid while the bid is still valid and also in case the successful Bidder fails to sign the agreement within the specified time limit.
- (d) E.M.D. of any successful bidder will also be forfeited if the Bidder fails to execute the order partially/wholly or fails to comply with the conditions laid in the agreement.

2.3 ALTERNATIVE/CONDITIONAL PROPOSALS BY BIDDERS

Bidder shall submit offer that fully complies with the requirements of the bidding documents, including the conditions of contract, basic technical requirements as indicated in the specification part. Conditional offers or alternative offers will not be considered in the process of bid evaluation.

2.4 SIGNING OF THE BID

In addition to the stipulation about signing of the bid mentioned in other section of the tender document following points is noted for compliance :

- (a) The bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder Concern. The person or persons signing the bid shall initial all pages of the bid and where entries or amendments have been made.
- (b) The bid shall ordinarily contain no alteration or additions, except those to comply with instructions issued by the Purchaser or as may be necessary to correct errors made by the Bidder, in which case the person or persons signing the bid shall initial such corrections.
- (c) All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be provided below their signatures. All signatures shall be dated.

2.5 SEALING AND MARKING OF THE BID

2.5.1 The Bidder Concerned shall duly seal all the envelopes mentioned above. All the sealed covers shall be superscribed at the Top "TENDER for services in recruitment examination of Chhattisgarh Police." Full name and address of the Bidder and the addressee with due date of opening shall also be written.

2.5.2 If the cover / envelope is not fully sealed and marked as above, the Purchaser shall assume no responsibility for the misplacement of its contents or any leakage of information or any other consequence resulting in any loss or detriment to the Bidder.

2.6 DEADLINE FOR SUBMISSION OF THE BIDS

- 2.6.1 The bids must be received at the address specified not later than the date and time specified for the purpose.
- 2.6.2 In the event, the specified date for the submission of bids is declared a holiday, the bids will be received up - to the appointed time on the next working day .
- 2.6.3 The Purchaser reserves the rights to extend the deadline or for making any other change in the Bid document including for submission of the bid by issuing an amendment in this regard .
- 2.6.4 Bids received after the deadline will be returned unopened to the Bidder.

2.7 REVELATION OF PRICES

- 2.7.1 Prices in any form or by any reason in Technical Bid or before opening the Financial Bid should not be revealed, failing which the offer shall be liable to be rejected.
- 2.7.2 If price change is envisaged due to technical clarification, in such eventuality revised Financial Bids with prior approval of the purchaser have to be submitted by the qualified Bidders in separate sealed cover. Such sealed covers should be superscribed —Revised Financial Bid.

2.8 OPENING OF BIDS AND EVALUATION

On the date specified in the notice following procedure shall be adopted for the opening of the bids:

- 2.8.1 **Envelope No: -1 & ENVELOPE NO: - 2 (TECHNICAL BID)** will be opened on appointed day and at appointed time in the presence of the Bidders who wish to be present at the time of opening, to verify its contents as per the requirement. However, not more than two persons per bidder shall be allowed to be present at the time of opening of bid.

It is imperative for all the Bidders to furnish all the required documents and evidences. If the various documents contained in this envelope do not meet the requirements, a note will be so recorded by the tender technical committee accordingly and the remaining envelopes shall not be considered for further action. However, the Purchaser reserves the right to ask for the missing/incomplete information. Tender technical committee will test all the samples as per actual field conditions and only approved sample shall be considered for financial evaluation.

- 2.8.2 **ENVELOPE No. 3 (Financial Bid)**

Envelope No. 3 of only those Bidders who have been found qualified in the technical bid shall be opened in the presence of the Bidders or their representative who choose to attend (not exceeding two person per bidder) at the time and the place which will be communicated to them in advance. The financial bid shall be read out to the Bidders present at the time of opening.

- 2.8.3 Assessment of financial bid would be considered for the rates quoted by the bidder for the events mentioned in the point no. 7 (Schedule-I).

2.9 PRELIMINARY EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 2.9.1 Prior to the detailed evaluation of bids, the Tender Committee will determine whether each bid:
- i. Has been properly signed.
 - ii. Is accompanied by the required securities.
 - iii. Is substantially responsive to the requirements of the bidding documents.
- 2.9.2 For the purpose of bid evaluation, a substantially responsive bid is one, which conforms to all the terms, conditions and specification of the bidding document without any deviation or reservation. A deviation or reservation is one:
- I. Which affects in any substantial way, the scope/quality/performance of the supply order.
 - II. Which limits in any substantial way, or is inconsistent with the bidding document.
 - III. Whose acceptance would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 2.9.3 If a bid is not Substantially Responsive, it will be rejected by the Purchaser, and may not subsequently be made responsive by correction or withdrawal of the non - conforming deviation or reservation.

2.10 CORRECTION OF ERRORS

- 2.10.1 Bids determined to be substantially responsive will be checked for arithmetic errors and where there is any discrepancy between the amount in figures and in words, the amount in words will govern.
- 2.10.2 The rates stated in the bid will be adjusted in accordance with the procedure for the correction of errors and shall be binding upon the Bidder. If the Bidder does not accept the corrected bid, the Bid will be rejected, and the E.M.D. shall be forfeited.

2.11 CRITERIA FOR AWARD OF CONTRACT

Financial Bid of only that bidder will be approved, whose qualification in the technical bid conforms & fulfills the specified technical requirement. The major criteria for evaluation of the offer will be as per the provisions of CG purchase rules. However the purchaser or the tender committee reserves its right to stipulate any other criteria as it may deem fit from time to time.

2.12 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- 2.12.1 The Purchaser reserves the rights to reject any or all offers received from the Bidders without assigning any reasons.
- 2.12.2 The decision of the Purchaser regarding the evaluation, qualification, opening and award of the bid shall be final and binding on all the Bidders.

2.13 NOTIFICATION OF AWARD

The Purchaser will notify the Bidders whose bid has been accepted for the award. The notification of award will constitute formation of Contract and impose obligations on the successful bidder to execute the supply order in accordance with the terms and conditions and executing an agreement / contract in this regard.

2.14 ARBITRATION

If any matters and disputes arising, the Arbitration Court at Raipur shall be sole arbitrator to decide the claim and its decision shall be final and binding on both the parties. No suit or claim in respect of this tender can be filed in any court save at the court of competent jurisdiction at Raipur.

2.15 SIGNING OF AGREEMENT

At the same time as the Purchaser notifies the successful Bidder from the date of intimation and shall within 15 days of receipt of the Contract form, sign the Contract with the Purchaser. The Purchaser's liability of taking the services from the selected bidder (s) shall commence only from date of signing of the Contract.

2.16 PAYMENT

Out of the total contract value, the payment shall be made as under :

- (i) The payment of the total supply value shall be released after receiving satisfactory completion report by the recruitment committee nominated by the DGP.
- (ii) All payment shall be made in Indian currency only.

2.17 BID VALIDITY:

- 2.17.1 Bid shall remain valid till 31/12/2024 or completion of the recruitment process, whichever is later.
- 2.17.2 Bids, which are valid for a shorter period shall be treated as non - responsive and will be rejected .
- 2.17.3 In exceptional circumstances, prior to the expiry of the original validity period, the Purchaser may request the Bidder to extend the period of validity for a specified additional period .

2.18 WARNING AGAINST USE OF CORRUPT AND FRAUDULENT PRACTICES

The Purchaser requires that, all the Bidders should observe the highest standard of ethics. Any effort by a Bidder to influence the Government's processing of bids or award decisions through corrupt or fraudulent practice may result in the rejection of their bid.

2.19 PERFORMANCE SECURITY

The bidder concern shall be responsible for the performance guarantee for a period of 03 (Three) years and he shall deliver to the purchaser a performance security for an amount equivalent to 3% (Three Percent) of the order value, in favour of Director General of Police, Police Headquarters, Nava Raipur. Performance Security will be paid in the form of DD of State Bank of India or any Scheduled Bank payable at Raipur (CG) or As per Chhattisgarh purchase rule, it shall be in the form of challan deposited in any Scheduled Bank doing State Govt. Transaction in the head "8443-Civil Deposit- 103-Security Deposit".

Failure of successful Bidder to comply with the condition of depositing the performance security within 30 working days shall lead to cancellation of award and forfeiture of the EMD. The performance Security will be returned to the Bidder only after successful completion of the period of the supplier's performance related obligations, under the contract without any interest. EMD of the successful bidder shall be returned only when the successful bidder has furnished the required Performance Security and has signed the agreement with the Purchaser.

In case the firm fails to do the required service as per the specification, then the purchase order will be cancelled and the Performance Security will be forfeited and action will be taken to blacklist or debar the firm after the decision of the Department.

SECTION III
TERMS AND CONDITIONS

3.1 ELIGIBLE BIDDERS

This invitation for bid is open to all the bidders who fulfill all the following criteria:

- a) It is reiterated that Purchaser's decision regarding Bidder's eligibility will be final.
- b) The Bidder must have annual turnover of Rs. 400.00 Lakh (Rupees Four Hundred Lakh only) in any of the last 03 years.
- c) The bidder must have mandatory prior work experience with any state level police recruitment/CAPF recruitment. Bidder will also submit copy of relevant certificates of past 2-3 experiences and a satisfactory report from the customer.

3.2 COST OF BIDDING

The Bidder shall bear all cost(s) associated with the preparation and submission of its bid and the Purchaser will in no case be responsible or liable for such cost, regardless of the contract or outcome of the bidding process.

3.3 ACCEPTANCE TESTING AND INSPECTION

The Purchaser reserves the rights to inspect the equipments being used during recruitment process.

3.4 RIGHT TO VARY QUANTITIES

The Competent authority reserves the right to vary the quantity within the validity of the contract without any change in price or other items and conditions. The competent authority also reserves the right to place part order on the selected Bidder. The competent authority will be entitled to have protection of the price fall to be extended to it. The quantity indicated in the Notice Inviting Tender may vary.

3.5 CONSIDERATION – Price, Taxes etc. and Payment Terms:

The prices quoted for the items shall be firm throughout the period of agreement and this agreement will be valid up to the date of final payment to the supplier and shall not be subject to any upward modification whatsoever. The rates of items should be quoted inclusive of freight, insurance etc. and GST should be quoted separately as per **Schedule-I**. The rates should be quoted in Indian Rupees .

3.6 TERMINATION FOR DEFAULT

The Purchaser may, without prejudice to any remedy for breach of contract, by written notice of default (to be replied within a specified period) sent to the Bidder, terminate the agreement in whole or in part if:

- 3.6.1 The Bidder fails to perform any or all of the obligations within the time period(s) specified in the agreement or any extension thereof granted by the Competent Authority.
- 3.6.2 The quality of the delivery of various services is not up to the satisfaction of the Competent Authority or the Bidder has made misleading or false representation in the forms, statements and attachments submitted.

- 3.6.3 The Bidder fails to perform any other obligation, which the Competent Authority feels necessary for the best interest of the order.
- 3.6.4 The Purchaser may at any time terminate the contract by giving written notice to the Bidder without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred thereafter to the Competent Authority .
- 3.6.5 In case of termination of contract as mentioned above all EMD furnished by Bidder shall stand forfeited.
- 3.6.6 If the certificate/services provided as per the contract of the work order are found to be wrong after being examined by the Police Headquarters, then the information will be made public by blacklisting the concerned firm.

3.7 SUSPENSION

The Purchaser may by a written notice of suspension to the Bidder, suspend all payments to the Bidder if the Bidder fails to perform any of its obligations (including the carrying out of the tasks) provided that such notice of suspension:

- Shall specify the nature of the failure and
- Shall direct the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Bidder.

3.8 PROPERTY AND RISK

- 3.8.1 The property and risk in the goods shall pass to the Purchaser when they are delivered in accordance with the conditions of the agreement. Such passing of property and risk shall be without prejudice to any right of rejection.
- 3.8.2 All goods and work must pass the acceptance test and the Purchaser shall be entitled to reject all or any work or property or good, which do not conform completely in every respect with the specifications.
- 3.8.3 Any property or work rejected must at the request of the Purchaser be replaced or re - performed as the case may be, by the Bidder at his expense. Alternatively, The Purchaser may elect to cancel the contract both in respect of the goods and/or the work in question and of the whole of the undelivered balance (if any) of the goods and/or the remainder of the work (if any) covered under this contract.

3.9 OTHER CONDITIONS

- 3.9.1 Tenders with price variation clauses or with vague terms are liable to be ignored and rejected. Counter offers shall not be considered. Incomplete tenders are liable to be rejected.
- 3.9.2 This TENDER is non - transferable. Assignment and subletting is not permitted. Information regarding associates and principals is to be disclosed in the tender technical bid itself.
- 3.9.3 Where no price is proposed to be charged for any item or its parts required to be supplied, it should be clearly mentioned in so many words.
- 3.9.4 The Bidder is expected to examine carefully all instructions, forms, terms and specifications in the TENDER document. Failure to furnish all information required in the TENDER Document or submission of a proposal not substantially responsive to the TENDER Document in every respect will be at the Bidders risk and shall result in rejection of the proposal.

- 3.9.5 Successful bidder will be bound to provide services in time limit. Failure in supply/services within time limit will be penalized as prescribed in Chhattisgarh Purchase Rule and penalty of 2% per month will be charged for the delay. The calculation of penalty will be calculated on per day basis. The successful bidder will have to start providing services within 7 days after issuance of work-order.
- 3.9.6 Wherever certificate by any Chartered Accountant has been taken, the membership number of the Chartered Accountant should invariably be mentioned.
- 3.9.7 Those bidder/s, who qualify in technical evaluation, may be asked by the Tender Technical Committee to demonstrate their products/services and may also call for presentations.

SECTION IV

**Detailed description and scope of work/job for the recruitment of
Chhattisgarh Police Department, 2023-24**

Chhattisgarh Police proposes to conduct recruitment to the post of **District Police Force Constable Cadre** to fill up the vacancies. It is proposed to use Transparent Recruitment Procedure using digital height and chest measurement, Radio Frequency Identification (RFID) chip timing technology for measuring time and Digital Technology systems for measuring distance/height to conduct Physical Efficiency Test (100 mt. Run, 800/1500 mt. Run, Long Jump, High Jump and Shot Put throw) and biometric devices, Optical Mark Recognition (OMR)/Optical Character Recognition (OCR) technology for written examinations to eliminate duplication and impersonation. Recruitment for 5967 posts of **District Police Force Constable Cadre** is proposed in which approximately 7 Lakh candidates are expected to appear in recruitment exams to be held in specified centers in Chhattisgarh State. This scope of work can be extended to other recruitments also, with the sole discretion of the under signed. The undersigned will be free to outsource any of the above work to CGVYAPAM or any other agency. The bidder shall not have any right to claim, of payment/compensation or otherwise, for those activities.

The department requires a "Single Solution Provider" for the entire programme management covering the following activities:

- a. Each recruitment centre has to take Physical Measurement/ Physical Efficiency Test of minimum 1000 candidates per day.
- b. Digital measurement and recording of Height and Chest (for male candidates only) through computer interface.
- c. The registration computers shall be equipped with barcode scanner & chips scanner and bar-coding to be printed in admit cards.
- d. Generation of hall tickets/attendance forms/Admit Cards with image of candidates signature.
- e. Printing of OMR sheets and Scanning of entire OMR answer sheets of written examination at the recruitment centers.
- f. At least two OMR scanners must be there at each centre.
- g. Evaluation of OMR answer sheets.
- h. Arrangement of biometric devices and capturing data at all physical measurement centers, physical efficiency test centers and written test centers and confirm identification of candidates through these devices.
- i. To provide RFID technology based time measurement system at each centre to selection committee for time measurement in Physical Efficiency Test of races and upload the result/data of all candidates immediately on server without any error.
- j. To provide digital technology system for selection committee for time (Run/Race) / distance (Shot Put and Long Jump) / height (High Jump) Measurement in Physical Efficiency Test and upload the result/data of all candidates immediately on server without any error.
- k. To provide digital technology for selection committee for time, distance and height measurement in Physical Efficiency Test and upload the result/data of all candidates immediately on server without any error. Synchronized cameras (or) any other automated solution for measurement of time/distance/height and recording of events.

- l. The recording shall indicate the 'Start' and 'End' time of each candidate with unique identity, for each event of Physical Efficiency Test.
- m. Video recording of the events going on by placing Video/CCTV cameras at various locations of physical measurement centers and physical efficiency test centers.
- n. Handing over of the contents (reading and biometrics) in a database format in duplicate DVDs to the Police Department.
- o. Compilation of results.
- p. Preparation of category-wise results on the basis of total scored marks in the PETs, written tests and bonus marks of all the candidates as per recruitment rules, under the guidance of selection committee with high-level of professionalism and confidentially and uploading the results on Chhattisgarh police website.
- q. Verification of written remarks made by selection committee officers at time of physical measurement test and Physical Efficiency Test, provide technical support to selection committee at time of transferring data on server through the machines.
- r. A software development and integration for computerized action in shortlist and categorization of failed/passed candidate in each stage of selection process, uploading the scanned data after receiving the OCR/ICR/OMR application form. This software will be posted on Chhattisgarh Police's server and will be managed by Chhattisgarh Police. Selection committee to be able to access database of recruitment and review recruitment results at different stages of selection process of various recruitment agencies through this software.
- s. Preparation of the selection list of passed candidate as per recruitment rules in notification for inviting them in written test and prepare notice that will be sent to all failed candidates, all these information will be uploaded on website of Chhattisgarh police so that passed candidate can download their respective letters.
- t. Uploading and publishing entire scanned documents on the Chhattisgarh Police website without any error on due date.

The following events will be held during Physical Efficiency Test for various posts for recruitment process:-

For District Police Force Constable Cadre selection process

Sl. No.	Events	Details
1	Race	100 Meter
2	Race	800 Meter
3	Race	1500 Meter
4	Long Jump (One Attempt)	
5	High Jump (One Attempt)	
6	Shot Put (One Attempt)	Weight 16 Lbs for Men/ 8 Lbs for Women

SECTION V
ANNEXURE -1

FORMAT FOR DECLARATION ON THE LETTER HEAD OF THE FIRM

To

Director General of Police,
Police Headquarters Chhattisgarh
Nava Raipur, Pin - 492 002

SUB: - TENDER for services in recruitment examination of Chhattisgarh Police

In response to the Tender Notice published in the on ,
I had purchased Tender Form no from your office/downloaded from website of cg police

I am sending here with my tender documents as under .

- (a) Envelope No . 1 containing EMD.
- (b) Envelope No . 2 containing TECHNICAL BID: The enclosures as per requirement of the tender document with the list of samples submitted along with the Tender
- (c) Envelope No . 3 containing FINANCIAL BID: The financial bid for the supply as per schedule I .
- (d) Envelope No . 4 containing all the above sealed envelopes.

That I/We will be responsible for all the contractual obligations including uninterrupted supply, quality of item etc. I/We have carefully gone through all Terms & Condition contained in the Tender Document No. PHQ /Admn./Rectt. /M- /24, Nava Raipur, Dated /06/2024 regarding services in recruitment examination of Chhattisgarh Police .

I/We declare that all the provision of Tender Document aforesaid are acceptable to me/ us . I/We further certify that I/we am/are duly authorized by the bidder company and therefore, competent to make this declaration .

Date

Encl . as above .

Yours very truly,

AUTHORIZED SIGNATURE
(NAME IN BLOCK LETTER)
SEAL OF THE TENDERER

Address

Phone No .
.....

ANNEXURE -II

PROFILE OF THE BIDDER

1. Name of the bidder :
2. **Address**
Head Office

Branch Office
3. Telephone No
4. Fax No .
5. Email Address
6. Date of incorporation and incorporation:
number (if applicable)
7. PAN/TAN/TIN/GST No . of Bidder
8. Details of directors / Partners / Proprietors of bidder :

Sl. No.	Name	Father's/Husband Name	Nationality	Residential Address	Qualification

9. Financial Parameters

Sl. No .	Particulars	(Rs . in Lakhs)		
		F.Y. 2020-21	F.Y. 2021-22	F.Y. 2022-23
(1)	Net Worth			
(2)	(PBT) Profit before taxes			
(3)	(PAT) Profit after taxes			
(4)	Equity Base/Capital			
(5)	Total Turnover			
(6)	Turnover in respect of Similar Project			

10 . List of personal deputed / to be deputed by the Bidder for maintenance support, operations & training

SL. NO	LOCATION	NAME OF THE PERSONNEL	TECHNICAL QUALIFICATION	DATE OF APPOINTMENT	TASK ASSIGNED
01					

11 . Experience of Similar Works executed/completed by the Tenderer during last three years .

SI. No.	Name of the State	Name of work	Name of address of the customer	Year of Contract	Total value
1					
2					
3					

12 . Please give the page number to entire set of tender and documents enclosed with to confirm whether paging is done or not?

13 . Please confirm following: Whether EMD in form of Draft is placed in separate cover?

14 . Please attach copy of latest GST clearance certificate.

15 . Details of contractual payment received in last financial year and in the current financial year.

16 . List of documents to be submitted in support of financial viability.

17 . Work order and completion certificate for executing PET and PST successfully as per the conditions mentioned for technical eligibility criteria.

18 . For RFID and digital measurement of distance/height work, the attested/original documents such as Letter of Acceptance or the copy of the Agreement or Work Order and the Completion Certificate issued by the authorities who have organized/conducted the timing events such as timing runners and digital measurement of time/distance/height during PET/PST shall be enclosed in support of the claim.

19 . For OMR work, The attested/Original documents such as Letter of Acceptance or the copy of the Agreement or Work Order and the completion Certificate issued by the authorities who had worked with the agency for getting the OMR applications designed, printed and scanned shall be enclosed in support of the claim.

20 . Affidavits certifying that person to be engaged in the recruitment process are not implicated in any criminal case regarding recruitment and have not been convicted by court of law.

Certificate

We have verified the above information with the books of Accounts/ records being maintained by M/s _____ and based on that we certify the above information to be true and correct.

For _____

Chartered Accountants

(Signature)

Name :

Membership No .

Place:

ANNEXURE -III

To be executed on Non - judicial stamp paper before public notary .

AFFIDAVIT

I, the undersigned, do hereby solemnly affirm that all the statements made in the required attachments are true and correct.

The undersigned also hereby certifies that our company M/s _____ has never abandoned any assignment of similar nature in India or any contract awarded to us for such work have never been rescinded, prior to the date of this application.

The undersigned hereby authorize(s) any authority, bank, person, firm or corporation to furnish pertinent information deemed necessary and required by Director General of Police, through AIG (Administration), PHQ, Chhattisgarh, Nava Raipur to verify this statement or regarding my (our) competence and general reputation .

The undersigned understands and agrees that further qualifying information may be requested, and agree to furnish any such information at the request of Director General of Police, through AIG (Administration), PHQ Chhattisgarh, Nava Raipur or to their nominated person / authorities .

Signed by an Authorized Officer of the Bidder

Title of Officer with seal

Name of Bidder

Date

ANNEXURE -IV

(On stamp paper of requisite value duly notarized)

DECLARATION REGARDING PAST PERFORMANCE

To,

Director General of Police,
Police Headquarters Chhattisgarh
Nava Raipur, Pin - 492002

Sir,

I/We have carefully gone through all terms & conditions contained in the Tender Document No. PHQ/Admn./Rectt. /M- /24, Nava Raipur, Dated /06/2024 regarding services in recruitment examination of Chhattisgarh Police . I/We hereby declare that my/our concern has not been debarred/ black listed by any State Government or by the Central Government or by Semi Government Organizations for quality/ service/ products.

I/We further declare that there is no pending dispute regarding services.

I/We further certify that I/We am/are an authorized signatory of my company and I/we am/are, therefore, competent to make this declaration.

Yours very truly,

Name & Sign: _____

Designation: _____

Company /seal: _____

Address : _____

Annexure V**TECHNICAL SPECIFICATION**

1. Subject: Tender for.....
2. Name and full address of the firm submitting the tender.....
3. Address : The Directors General of Police, Chhattisgarh, Raipur
4. Reference : This is with reference to tender no.
..... date for
5. Please attach literature/catalogues of equipment.
6. Technical requirement should be mentioned clearly.

1	PST		Note on type of equipment to be used for height, chest measurement & its accuracy?
2	RFID for Races	(a)	Note on functioning of RFID
		(b)	Note on accuracy of measurement of time by RFID and equipments
		(c)	Formation of start & finish line for RFID .
		(d)	Synchronization of video camera with RFID .
		(e)	Note on avoidance of duplicity in use of RFID .
3	Digital Technology system for distance measurement for Shot Put and Long Jump events		Note on functioning, accuracy and synchronization of digital system. Please give details of level of accuracy and equipments.
4	Digital Technology system for height measurement for High Jump event		Note on functioning, accuracy and synchronization of digital system. Please give details of level of accuracy and equipments.
5	OMR Scanner		What will be the specification of scanners?
6			Number of candidates who can be entertained for PST & PET – in one day.
7	Synchronized cameras (or) any other automated solution for measurement of time/distance/height and recording of events.		Note on the feature of recording system for each event of Physical Efficiency Test.
8			Any other details.

Note:- All Xerox documents of work order and completion certificate must be attested by authorized persons of the concerned organization for which the work has been executed.

Please give the page number to entire set of tender and documents enclosed with to confirm whether paging is done or not?

Signature of Proprietor/Manager
Representative of the firm on
Behalf of the Firm giving Tender

FINANCIAL BID**(Each Group of items in separate envelop)****SCHEDULE - I**

Name of the Bidder : _____

Address : _____

1. **TENDER DOCUMENT** for services in recruitment examination of Chhattisgarh Police
2. Name and full address of the firm submitting the tender.....
3. Address: The Director General of Police, Chhattisgarh, Raipur
4. Reference: This is with reference to tender no date for Rs
5. Tender fee amounting to Rs has been deposited vide Challan No
Date for Rs /Demand draft submitted along with EMD.
6. We agree to abide by all conditions mentioned in tender notice no .Specific by the Director General of Police, Chhattisgarh, Raipur and also the general and issued terms and conditions as annexed with said tender notice and as given in the attached sheets, all the pages of which have been signed in the margin by us in token of our acceptance of the terms and conditions therein.
7. Our rates for the execution of work mentioned in S.No. 1 are as under: -

(Mention the name of the article and its quantity of which tender is Submitted rate quoted should be in figures as well as in words)

Item	Rate	Rate (In Rupees)								
		Number of Candidates up to 2 Lakh			Number of candidates between 2 to 4 Lakh			Number of candidates more than 4 Lakh		
		Rate	GST	Total	Rate	GST	Total	Rate	GST	Total
1	Project Integration, Software Development, Integration of available data, data Collation from different centres of PST, PET, Written Examinations. Compilation from different stages and agencies of recruitment and data processing and management on the main server – Lump sump									
2	Providing Biometrics devices at PST/ PET centres, at Written Exam centers and ensuring identifications of candidates. /- per candidate									
3	Providing facilities for digital measurement of height and chest during Physical Standard Test (P.S.T.) - per candidate.									

4	Providing CCTV / Videography service synchronized with RFID for Race events and Digital Technology system for distance/height measurement for Shot Put/Long Jump/High Jump events at specified location/- per day, per location									
5	The technical manpower for database management at the PST/PET centers. The technical staff will assist the PET Board members in uploading the results of documents scrutiny, the measurements of measurement machine and PET on the CG Police Server – per candidate									
6	Providing RFID systems and services at specified locations, uploading data base on main server for 100m race – per candidate									
7	Providing RFID systems and services at specified locations, uploading data base on main server for 800mt race – per candidate									
8	Providing RFID systems and services at specified locations, uploading data base on main server for 1500mt race – per candidate									
9	Providing Digital Technology system for distance measurement for Shot Put events at specified locations, uploading data base on main server - per candidate									
10	Providing Digital Technology system for distance measurement for Long Jump events at specified locations, uploading data base on main server - per candidate									
11	Providing Digital Technology system for height measurement for High Jump events at specified locations, uploading data base on main server - per candidate									
12	Printing, scanning and evaluation of OMR answer sheet, uploading on web site, post and category-wise preparation of merit list/result-per sheet.									

Note : .

- (1) The above price should be exclusive of GST, should be shown separately.
- (2) PST/PET/Written tests will be conducted at various places in Chhattisgarh.

8. We Further agree to complete the mentioned work within a period ofdays from the date of receipt of confirm order.

9. We Confirm the rate quoted above are valid up to
10. Draft No. Date.....for Rs (in words Rs) favour of the Director General Of Police, PHQ, Nava Raipur on (Mention the name of the Bank) is enclosed herewith to cover earnest money shown in the tender notification published in various news paper.

Please give the page No. to entire set of tender and documents enclosed with to confirm whether paging is done or not?

Signature of Proprietor/Manager
Representative of the firm on
Behalf of the Firm giving Tender

Name & Sign : _____

Designation : _____

Company : _____

Address : _____

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 or 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 or 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.

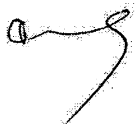
- 4.7. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. 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

CHIEF EXECUTIVE OFFICER

Designation

Department/ PSU

Witness

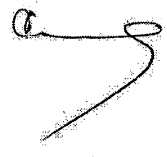
Witness

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

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

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

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



**ENVELOPE NO. 1 : EARNEST MONEY DEPOSIT
(EMD)**

ENVELOPE NO. 2 : TECHNICAL BID

ENVELOPE NO. 3 : FINANCIAL BID

**ENVELOPE NO. 4 : All the above three envelopes should be
sealed in a fourth envelop and
Submitted addressed to
THE DIRECTOR GENERAL OF POLICE,
POLICE HEADQUARTERS
CHHATTISGARH, NAVA RAIPUR.**