#### TENDER DOCUMENT

For

**Interior Designers/Decorators/Architects** 

(The Executors)

For Construction of

## **CHHATTISGARH PAVILION**

On Turn-key basis

IITF-2016, 14-27 November 2016 Pragati Maidan, New Delhi

	Issued to
F	Received Rs 5000/- vide receipt No dated



# CHHATTISGARH STATE INDUSTRIAL DEVELOPMENT CORPORATION LTD.

(A GOVT OF CHHATTISGARH UNDERTAKING)

(ISO 9001:2008 Certified)

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## <u>IITF-2016</u> CHHATTISGARH PAVILION

#### 1.0 INTRODUCTION

- 1.1 The India Trade Promotion Organization (ITPO) is organizing 'The India International Trade Fair 2016 (IITF-2016) from 14-27 November 2016 at Pragati Maidan, New Delhi. The 14 day fair with its high profile show, featuring a range of products, equipments, technologies and services present an ideal for import transaction, technology transfer and absorption, investment opportunities and agency contract etc. It also provides most opportune platform to project the strength and potential of the participating states.
- IITF is an annual event in which all states, large companies including Public Sector Corporations participate. Other countries also have sizeable presence in the fair. The purpose of the fair is to promote the Trade & Industry. This year, first five days i.e. 14-18 Nov 2016 has been kept exclusively for business visitors only to give the event more B2B character. For general public the fair will be open from 19<sup>th</sup> November. Looking to both the aspects, effort should be made so that pavilion offers substantial opportunities to attract serious visitors, investors etc. and at the same time it should be interesting enough for general public i.e. the group which is interested in show-business and gimmicks or general purchasing.
- 1.3 Chhattisgarh though a new state, has several strengths and advantages over other states in terms of stable and forward looking political leadership, sufficient availability of power, abundant natural resources like minerals and forest including development made in the field of agriculture and allied fields, central location etc. Though a lot of industrial growth has taken place in the field of core industries both in government and private sectors but still the economy of the state is primarily based on agriculture. It's rich and varied age old culture, dense virgin forests, wildlife sanctuaries, surface water and water bodies.

and falls and open arm welcome attitude of the people provide an opportunity to make it an attractive tourist destination. Chhattisgarh is poised to be the state of 21<sup>st</sup> Century. Chhattisgarh state is an ideal destination not only for core industries and power generation but also for other diversified avenues such as agro-industries, manufacturing units, herbal products, warehousing hub, tourist destination, IT Sector, Defense Sector and potential exporter.

1.4 The theme for IITF-2016 is "DIGITAL INDIA". The theme is to be developed and effectively presented in the pavilion through use of <u>various digital</u> media <u>(like Led Billboards, Tran slides, Touch Screen Kiosk and etc.)</u>, diagrams or any other media, so that it attracts the visitors to the stall. <u>Apart from this the Chhattisgarh Pavilion should have a dedicated section for 3D Virtual Tour</u> (Project details will be shared only after selection of agency).

The Chhattisgarh government has been the front runner to adopt and implement the Digital India programme within the state. Various initiatives and efforts have been taken by various departments of the state in this regard; all these initiatives and efforts are to be displayed in a very professional and modern way. Maximum use of digital media should be adopted while designing the Chhattisgarh Pavilion. In addition to other objectives of the fair i.e. trade will also have to be kept in mind while planning the area. Chhattisgarh has rich tradition in Handloom and Handicraft sector. Famous 'Kosa' or Tussar Silk Saris/dress materials/furnishing and Bell Metal artifacts come from this State only. Selected artisans would be allowed to sale their products in the pavilion. The State government may also bring student from various technical institute to show case the initiatives taken by Chhattisgarh government, so provision for the same has to be made in the pavilion.

- 1.5 Chhattisgarh Pavilion is to be set up in a gross area of 1200 Sq. Mt. in Hall No-2 at Pragati Maidan, New Delhi. A four meter wide passage has to be provided for free movement of crowd. A layout of Hall No-2 depicting the area earmarked is enclosed. Apart from the focused presentation on theme subject i.e. "**DIGITAL INDIA**"; programs, achievements, potential, opportunities etc. in field of following sectors in the state will also be displayed / projected in general in this pavilion. Priority sector as per sequence.
  - a. Information Technology
  - b. Electronics
  - c. <u>Defense Manufacturing</u>
  - d. <u>Down Stream Industries</u>
  - e. Tourism & Culture
  - f. Food Processing
  - g. Industries
  - h. Technical Education

- i. Forest & Agriculture
- j. Energy & Water Resources
- k. Health Care
- I. Mineral Resources
- m. Infrastructure Development
- n. Exports

#### 2.0. SALE OF TENDER DOCUMENT

a. The tender document is available on website "www.csidc.in/tenderc.htm" for download. The cost of Tender document is Rs. 5000/- and a separate demand draft of Rs.5000/- in favour of Managing Director, CSIDC must enclosed at the time of submission of tender as the cost of document.

#### b. **QUALIFICATION TO PARTICIPATE IN TENDER**

- Basis amounting not less than <u>Rs. 40.00</u> Lacs in previous three years successfully will be eligible to participate in tender. In this regard document certified by competent authority must be submitted.
- (ii) All the biddies must have done such type of work/job/event on Turn- key Basis for any Central Govt./State Govt./PSU/Public Limited Company in previous three years successfully.

- (iii) All the biddies should have minimum average annual turnover of <u>Rs. 4 Crore</u> in the last three financial years.
- (iv) All the biddies must have service tax certificate/TIN Document and PAN Card in the name of Company.

#### 2.1 **EARNEST MONEY DEPOSIT:-**

The earnest money of Rs. 1,00,000/- (Rupees One Lakh Only) to be deposited in the form of demand draft in favour of Managing Director, CSIDC payable at par in Raipur.

#### 3.0 SUBMISSION OF BID DOCUMENT

The executors /bidders are required to submit their bids in three separate envelopes marked as 'A, B & C'. Envelope 'A' must contain EMD of Rs. 1,00,000/- in the form of Demand Draft. A separate demand draft of Rs. 5,000/- should be enclosed in case the tender document is downloaded from website. Envelope 'B' must contain Technical Bid and concept plan as required and Envelope 'C' must contain only Financial Offer in prescribed format. Financial offer shall include total cost excluding Service Tax as applicable.

#### 4.0 **SUBMISSION AND OPENING OF BIDS : -**

Sealed bids in three separate envelopes as described in para 3.0 above can be submitted up to 3.00 PM on <u>29.08.2016</u> only at the office of CSIDC, 16 NBCC Tower, 15, Bhikaji Kama Place, New Delhi.

Bids shall be opened at **4.00 PM** <u>on 29.08.2016</u> at the same venue. <u>Envelope-A</u> shall be opened first and examined. <u>Envelope-B</u> shall be opened of only those bidders who have submitted the required EMD –cum Bid Security. <u>Envelope 'C'</u> shall be opened after technical evaluation. Date of opening of Envelope-C shall be intimated separately to qualified bidders so that they may be present if they so desire. The financial offer shall be opened on decided date at office of CSIDC, 1<sup>st</sup> floor Udyog Bhawan, Ring Road No.1 Telibandha, Raipur (C.G).

The Financial offers (**Envelope-C**) of technically not qualified bidders shall be returned unopened.

## 5.0 **REQUIREMENT / BROAD SCOPE OF WORK :-**

The Executors are required to submit in Envelope-B detailed concept designs incorporating requirements as per the theme "DIGITAL INDIA" and also keeping in mind the Introduction part of this document (A note provided by ITPO is enclosed here with for ready reference). The offers should have the provision for all required works to be carried out for fore-ground development and interior decoration Executors are required to give respective quantities and the unit rates of listed items according to their concept and design in their turnkey offers in the enclosed format.(Annexure-I)

The short listed participants shall be required to make a visual presentation of their concept design at their own cost with a model <u>(Not Compulsory)</u> (In the scale of 1"= 1mt approximately) and along with virtual walk through before Tender Committee, at Raipur (C.G.).

#### 6.0 **EVALUATION OF BIDS**

The evaluation and recommendation of the bids shall be done by the Selection Committee. Final selection of the bidder shall be done by Managing Director whose decision would be final and binding upon all participating executors and no claim or arbitration would be entertained at later date. The evaluation of the bids submitted by the Executors would be on the following criteria.

- a. Thoughtfulness and clarity in depiction of the theme and sub theme and realizing features of the concept including provision of sufficient and proper <u>digital</u> <u>display</u>, <u>Live Demo by Students</u> and <u>sale counter</u> (<u>modern custome made</u>) within the pavilion.
- b. The concept and professional approach of the executors in their own concept design to make Chhattisgarh Pavilion attractive. The ambiance of the pavilion should reflect the flair and stature required in any international fair.

- c. Cost offered to execute the work and detailed breakup of the cost must be given in the offer. (As per the format in Schedule )
- d. Confidence and knowledge about the execution of work required for supervising and executing the work.
- e. Firm profile indicating total number of supervisors, executors, engineers, designers engaged with the firm and their experience in the field of doing such work and achievements made by them.
- f. Infrastructure facilities available with the firm.
- g. Knowledge about latest material used in similar interior works.
- h. Evaluation of the bids would be based on concept, presentation and cost offered.
  Weight-age of 80% is assigned for concept and presentation and 20% is assigned to cost offered. The bidder who secures combined highest marks would be awarded the work.
- 6.1 All participants are required to furnish their professional profile in a separate cover along with tender document and concept design (in separate sealed covers, mention on top the contents therein). A detailed list of Executor's team engaged for Chhattisgarh Pavilion must be submitted before the start of work in the hall. (The list must have all the details like name, designation, Email ID, mobile and landline numbers of each member deputed exclusively for Chhattisgarh Pavilion)
- 6.2 The work would be awarded to the selected executor after execution of agreement. The basic construction works are required to be completed up to 10<sup>th</sup> of November 2016 so that complete display could be done on or before 12<sup>th</sup> November 2016 and pavilion must be ready in all respect before i.e. 13<sup>th</sup> Nov 2016. The site likely to be handed over to the executor in the first week of November 2016 as per norms of ITPO. However no claim shall be admissible in case of delayed possession of the site given to CSIDC by ITPO.

#### 7.0 BRIEF ABOUT STRUCTURE AND BOARD REQUIREMENT

Chhattisgarh has been allotted a gross area of 1200sqmt in Hall No-2 at Pragati Maidan. A 4meter wide passage shall be provided for visitor's movement inside the hall layout plan. Executors are requested to visit the hall and propose their own ideas.

- 7.1 Stall must be complete in all respects including electrical fittings etc. is to be constructed as per approved layout and design of every component. Other items, like flower pots, air conditioners, exhaust fans, pedestal fans, emergency light, dry cell torches, fire extinguishers etc. are to be taken on hire basis for the duration of the fair. Sufficient measures against safety, power break down and fire must be ensured for the duration of fair. The cost of such items on hire basis should be included in turn key offer.
- 7.2 Provision for audio visuals presentation should also be kept in the stall. Provision for 3D Virtual Tour should be made available in the Pavilion. The audio visuals equipments (like Touch Screen Information Kiosk, Plasma / LCD Screen, LED Video Wall, DVD Players, Desktop Computer etc. complete) and their arrangements should be included in turn key offer. However the material required for data presentation such as films, slides, CD's etc would be provided by CSIDC, except for 3D virtual tour. However for the 3D virtual tour the cost quoted should be inclusive of data collection, site photography, creating site 3D, travel and other as required to develop and create a complete 3D virtual tour.
- 7.3 Provision of CCTV surveillance should also be kept in the pavilion. The Pavilion should have its own surveillance room.
- 7.4 Two types of areas are to be developed within the pavilion i.e. display area and sales area. In the display area, various exhibits (ONLY MAXIMA STALLS) of participating industrial units, Govt. Departments etc. would be displayed and in the sales area handloom and handicrafts of the state would be put to sale.

- 7.5 Entrance & Exit Gates should reflect the theme of IITF 2016 "DIGITAL INDIA" with regard to Chhattisgarh. Both gates of Chhattisgarh Pavilion must have (Compulsory) digital media along with 2D artistic work with clay murals and motifs and cost break up for both the gates should be given separately. No flex prints will be accepted on the gates. Branding with embossed 3D Acrylic letters is must on the gates.
- Provision of providing branding in Star flex Media (Media should be minimum 320GSM thick printed through Mutoh Machine using eco-solvent inks) inside the pavilion to cover the entire mezzanine façade.
- 7.7. Other than display & sales area following top covered built up spaces with *complete wooden laminate flooring* are also required to be put up:-

i. VIP cum conference room
 ii. Office room
 iii. Store area
 350 sq.ft (Approx)
 150 sq.ft (Approx)
 100 sq.ft (Approx)

- 7.8 Entire floor area should be covered by carpet. The cost of such items should be included in turn key offer.
- 7.9 Fascia of Chhattisgarh Pavilion and signage work within & outside of Chhattisgarh Pavilion should be designed according to the theme and it should be a part of turn-key offer.
- 7.10 The provision for electric water dispenser, micro wave, refrigerator, tea/coffee/lemon tea vending machine should be made available at the pavilion on hire basis along with eatable and consumable, for the entire fair period. The cost of such items should be included in turn key offer.
- 7.11 Floral decoration (Natural Fresh Flowers Only) of entire pavilion on inauguration day or any one other day stipulated by CSIDC and the state day shall be done in Chhattisgarh Pavilion as directed by CSIDC. Six flower hand bouquet and eight table bouquet shall be provided daily during fair period i.e. 14-27 Nov 2016. The cost of same shall be included in turn key offer.

- 7.12 The financial offer should be inclusive of arranging six girls' guides inclusive of two premium and attractive sets of uniform (saree) for entire period of fair i.e. 14-27 Nov 2016. The cost shall be included in turn key offer.
- 7.13 The visual blow ups, write ups, bromides and digital panels, translite collage including graphic designing etc. for theme and sub theme of stall will have to be developed and prepared by the Executor. Executor will depute a representative in Raipur (Chhattisgarh) for collection/selection of base material like photographs & latest data of various subjects like Information Technology, Electronics, Defense, Food Processing, Agriculture, Culture, Tribal, Tourism, Forest, Industries, progress & development of the state from various Department. The cost of same should be part of the Turn Key Offer. The unit rate of graphic designing, duratrans prints, flex printing with frames, ink jet digital printing with mounting and lamination, translite prints and vinyl graphics and other display media must be quoted separately along with quantities as per the design submitted in enclosed format. (Annexure-I)
- 7.14 The whole pavilion including display exhibits is to be insured for an equal amount quoted in financial bid by the executor from any nationalized insurance company, and cost incurred in getting the pavilion insured would be borne by the executor.
- 7.15 It will be the sole responsibility of the executor to seek approval of the layout plan and proposed work of the pavilion from the ITPO. The fee for the same to be paid to ITPO, would be paid by the executor. It will also be the sole responsibility of the executor to seek approval of the layout plan of Pavilion from Chief Fire Officer, Delhi Fire Services, Connaught Place, New Delhi.
- 7.16 The Fire Protection measures are of paramount importance and it will be the sole responsibility of the executor to make all necessary arrangements to ensure public safety for which fire prevention and security measures are to be adopted as per the National Building Code of India and norms fixed by ITPO.

Unserviceable materials, not required for the execution of work will have to be removed from the site by the executor well in time.

- 8.0 Complete Work's Offer should be quoted around <u>Rs. 45 Lacs (Forty Five Lakhs).</u>
- 9.0 The Bidder must submit Pre-Contract Integrity Pact as per Annexure II.

## Annexure-I

## **IITF-2016 CHHATTISGARH PAVILION**

## HALL NO-2, PRAGATI MAIDAN, NEW DELHI

## Financial Bid

## **FORMAT FOR SUBMISSION OF OFFER**

S.NO	<b>Broad Description of items</b>	Qty	Unit	Rate	Amount
1	Carpeting in two colors excluding Theme area, VIP Lounge, Store, office area and Surveillance room.		Sq mtr		
2	Construction of Maxima Stalls furnished with one table, one round glass table, 4chairs, six spot light, plug point for departmental and sale stalls. (Min. 3mx3m each stall)		Sq mtr		
3	Reception Counters with chairs (Glass Top with 0.8mm laminate finish)	2	Each		
4	Construction of theme area including base structure, platform, carpet providing & fixing of display panels in any media electric fitting, fixtures etc. complete in all respect as per approved design. (No Flex Media Print will be allowed, only digital prints will be allowed in theme area.)	1	LS		
5	Construction of air-conditioned VIP Lounge, Office area, Store area and Surveillance room as specification including, textured gypsum ceiling, wooden laminated flooring, putty, painting, glass panel, doors, electric cabling, fixtures and lamps, lounge sofa for 12-15 people, centre and side tables for VIP Lounge, round glass tables and chairs for office area complete as per approved design.	1	LS		
6	Entrance Gate - Construction with Wood, Metal, POP (Plaster of Paris) including <u>digital boards</u> , digital print backlit, 2D art work, 3D Acrylic Letters for branding and with construction materials etc., complete as per approved drawing. (No flex Print will be allowed)	1	LS		
7	Exit Gate inside the hall - Construction with Wood, Metal, POP (Plaster of Paris) including <u>digital boards</u> , digital print, 2D artwork, 3D Acrylic Letters for branding and with construction materials etc., complete as per approved design. (No flex Print will be allowed)	1	LS		
8	Translite / Backlit Boxes (Duratrans Backlit Using Kodak Professional Duratrans Display Material)(Min. 6 No.)		Each		
9	Diorama with pop work including 2D art work, murals, dummies, lighting etc. (Min. 1 No.)		Each		
10	Outside front decorative fascia as per design facing Hall No-4		LS		
11	Graphic Designing for display panels excluding theme area.		Sq Mtr		

S.NO	Broad Description of items	Qty	Unit	Rate	Amount
12	Digital Printing with mounting, lamination and fixing in position complete. Excluding theme area. (Using HP roll-fed and flatbed printers with environmentally friendly U-V or Latex inks)		Sq Mtr		
13	Star Flex (Media should be minimum 320GSM thick printed through Mutoh Machine using eco-solvent inks) with frame and fixing in position. (Excluding theme area)		Sq mtr		
14	Translite Prints with fixing in position excluding theme area. (Using Kodak Professional Duratrans Display Material)		Sq mtr		
15	Vinyl Graphic and fixing in position (Inkjet Print)		LS		
16	Electrical cabling, spot lights, metal halides, power points etc. inside and outside pavilion complete excluding theme area.		LS		
17	A/C in VIP Lounge (2 Tones)		No's		
18	One LED Video wall (Min. 8' x 10'), One LED 42" with USB plug-in		Nos		
19	3D Virtual Tour (Complete with all the required components, elements and infrastructure)		No's		
20	Interactive Digital Information System (Min. 2No.)		No's		
21	Desktop computer along with 3G Data Card and printer		No's		
22	Pantry Items (Fridge, Steel Almirah, Micro wave, Electric water dispenser, Tea/Coffee vending machines, disposable glasses, Tea cups, plates, spoons. Bone china crockery, supreme quality stainless steel cutlery, tissue paper along with tea/coffee serving tray.		LS		
23	Visitors Books, Fish bowl, large towels, Turkish Napkin, PA System, Fire extinguisher etc.		LS		
24	Landscape as per design, Planters with plants inside & outside pavilion. (Plant should be of good quality and fresh green with nice height. All the Plants should have Proper Plant Box made of Plywood and laminate finish)		LS		
25	Floral decoration of entire pavilion for two days as specified, supplying 14 bouquet (6 hand and 8 table) daily. (Only Natural Fresh Flowers)		LS		
26	Girl Guides/ Hostesses with uniform (Two Sets of Kosa Saree of Chhattisgarh) (Min. 6 Girl)		No's		

S.NO	Broad Description of items	Qty.	Unit	Rate	Amount
27	Security Guards (In All Three Shifts) (Min. 8 Guards is must in day shift)		No's		
28	Maintenance personnel During the Fair Period (Full Time Supervisor - 1nos, Electrician - 1nos, Painter - 1nos, Carpenter - 1nos, Sweeper - 6nos, Helper - 2nos and Attendants - 2nos etc)		LS		
29	Local Transportation, Dismantling and material clearance from exhibition area.		LS		
30	Any other items as per concept plans and design which executor may like to quote not listed above.		LS		
A	TOTAL AMOUNT				
ADD	SERVICE TAX				
В	GROSS AMOUNT				
IN WORDS					

Note: The contractor/ executor shall quote quantities and rates for items mentioned above as per his own concept plan and design. If any listed item does not include in his plan, he need not quote them. However the contractor/executor may propose any item/items other than listed above according to his concept plan and design separately. The rates should be inclusive of all logistics i.e. installation, transportation, loading/ unloading etc.

	Signature & Seal of Bidder
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#### **TERMS AND CONDITIONS**

Party No.1	Chhattisgarh State Industrial Developmen	nt Corp. Ltd.				
	Through the	having its office at				
CSIDC, 1st floor Udhyog Bhawan, Ring Road No.1 Telibandha						
	Raipur (C.G.) Pin code- 492006					
Party No.2	Executing Agency M/s.					
	through Shri	signatory,				
	having its office at					
The Party	No 1 desires to put up a pavilion (includir	ng interior decoration				

- 1. The Party No.1 desires to put up a pavilion (including interior decoration, printing, partition, electrical fitting, maintenance, security etc.) to be known as Chhattisgarh Pavilion in the Hall No-2 situated at Pragati Maidan, New Delhi in connection with the India International Trade Fair 2016 which is scheduled from 14<sup>th</sup> to 27<sup>th</sup> Nov 2016 or as extended under whatever name and style with or without break.
- 2. **Income Tax Clearance Certificate**: The selected Executor whose turn-key offer is accepted shall have to produce Income Tax Clearance Certificate or a certificate from Income Tax Authority that the assessment is under consideration and a copy of Service Tax Registration Certificate issued by the competent authority before entering into agreement.
- 3. The party No.2 shall furnish before execution of agreement true copy of the partnership deed, or Memorandum & Articles of Association or, other document required to provide its legal identity as the case may be to the Party No.1 and during the period of contract there will not be any change in the constitution of the firm/ company without prior written approval of the Party No.1. The Party No.2 shall also give a power of attorney in favour of its authorized signatory.
- 4. <u>TIME SHALL BE THE ESSENCE OF CONTRACT</u>

- 5. <u>ADVANCE</u>:- A working advance up to 40% of the contract value may be released to Party No.2 if requested in writing to Party No.1. The amount of advance shall be adjusted in Running / Final Bill. However the Party No-2. shall not be absolved of due discharge of contractual obligation, if his request of advance is not accepted by Party No-1. Bank guarantee(Annexure-III) equivalent to the amount of working dvance has to be submitted by Party No. 2.
- 6. The Party No-2 shall execute the contract as, aforesaid with best quality material and workmanship to complete satisfaction of the Party No. 1 or his authorized representative.
- 7. The Party No.2 shall be responsible for proper upkeep and maintenance of the pavilion and various services throughout the fair period, and during the extended period if any, by whatever name and style with or without break including the repairs and maintenance and replacement as may be necessary for proper exhibition and display.
- 8. The Party No.2 shall also be responsible for clearance of site after completion of work as well as after the end of the fair as per the norms of ITPO.
- 9. The Party No.2 shall, also do all subsidiary works connected with the principal work as ordered by the Party No. 1 or his authorized representative. No material, service, electricity, water, tools, plants, equipments shall be provided by the Party No.1 for the purpose of execution of the work under this contract.
- 10. All items including material of construction shall be subject to the inspection prior to utilization. This inspection shall be done by the Party No.1 or his authorized representative and in case of rejection of any item or unit, the same shall not be utilized by the Party No.2. The Party No.1 shall not be responsible for any loss or damage that occurs on account of rejection of any item, which shall be the sole responsibility of Party No.2

- 11. The Party No.2 shall strictly follow all the rules and regulation, norms as laid down by ITPO. Party No.1 shall not be responsible if Party No.2 is found violating any norms, rules and regulation by ITPO.
- 12. The Party No. 2 shall make payments to his laborers' in accordance with the prevailing Labour laws and shall not violate in any manner whatsoever the provision of the Labour Laws prevalent there and in any case of any contravention or violation, the Party No.2 shall fully compensate to party No.1 in these respect. The Party No.2 shall also abide by all orders, instruction, rules and regulation or laws of the Government or any local authority or ITPO and in case of violation or contravention the Party No.2 shall alone be responsible including compensation payable to Party No.1.
- 13. The Party No.2 shall not be entitled to any compensation from the Party No.1 of whatsoever nature, on account of any delay caused from the side of the Party No.1 either delay in handing over the site by ITPO, or due to change of design or drawing or for any other reasons or circumstances.
- 14. The Party No.2 shall make his own arrangement for watchmen to guard the materials brought by him and those supplied by the Party No.1 under this contract and shall ensure the safety from breakage and also to the materials fixed/ unfixed by him or his sub Executors for the entire fair period.
- 15. All works to be executed under contract shall be executed under the direction and subject to the approval in all respects of the Party No.1 or his authorized representative, who shall be entitled to direct at what point or points and in what manner these works are to be commenced and from time to time carried on.

- 16. All works undertaken or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Party No. 1 or his authorized representative and the Party No.2 shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Party No.1 or his authorized representative to visit the work shall have been given to the Party No.2 either himself be present to receive orders and instruction or have a responsible agent duly authorized in writing present for that purpose. Orders / instruction given to the agent of the Party No.2 shall be considered to have the same force as if they had been given to the Party No.2 himself.
- 17. The Party No.2 shall make adequate arrangements so that necessary technical advice, execution, instruction or any orders in respect of additions, alterations or amendments may be given to them on the spot. For this purpose the Party No.2 will make available any person duly authorized by him and also well conversant with the work in this respect.
- 18. The Party No.2 shall at his own expenses provide the Party No.1 the facilities at site such as furniture, drawing, accessories, works station and give assistance required for checking the measurement and materials.
- 19. If the Party No.2 or his work people/ attendants cause damage, deface, injure, or destroy any part of building in which they are working or any other building, fences, enclosures, water pipes, cables, fixtures electric or telephonic posts or wires continuous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work, while in progress, from any cause or any imperfection become apparent in it during the period of fair after a certificate of final or otherwise of its completion shall have been given by the Party No.1 or his authorized representative may cause the same to be made good by the workman and deduct the expenses of

which the certificate of the Party No.1 or his authorized representative shall be final from any sums that may be then, or at any time thereafter may become due to the Party No.2 or from his security deposits or the proceeds of sale thereof or a sufficient portion thereof.

- 20. The Party No.2 shall be responsible for any damage to the structural or decorative part of the property, which may arise from the operations or negligence of their laborers and employee or any of their sub executor.
- 21. The Party No.2 shall bear the entire execution of this contract to be carried out with minimum disturbance to the regular working of the Party No.1 As far as possible all the items be prefabricated at their workshops and only installations can be carried out at the premises.
- 22. In case of any work for which there is no specification mentioned in the drawing/ designs/ specification/ concept theme under the contract, such work shall be carried out in accordance with the specification approved by the Party No.1 or his authorized representative.
- 23. The Party No.1 while computing the amount of interim payment shall make the deduction for the following before arriving the net amount payable to the Party No.2
  - a. The cost of materials supplied by the Party No.1, if any.
  - b. Income Tax plus surcharge thereon as applicable on total value of all bills (arrived after check and scrutiny).
  - c. Commercial tax plus surcharge thereon as applicable on total value of all bills.
- 24. The bank guarantee will be released only after satisfactory completion of the work.
- 25. Any dues that remain to be recovered from the Party No.2 shall be recoverable as arrears of Land Revenue under relevant Acts of competent Jurisdiction.

- 26. That the Party No.2 shall keep informed the Party No. 1 or his authorized representative on day to day progress of the work and in case the work is not in progress of the work and in case the work is not in progress to the satisfaction of the Party No.1 It shall give written warning to the Party No.2 which in turn shall comply and abide by the instruction and orders in this behalf, on this violation, the work will be completed and done by the Party No1 at the cost of Party No.2 and all the loss, damage and compensation shall be recoverable from Party No.2. Similarly in case of any failure of the work as contemplated the work shall be done by the Party No.1 at the cost of the Party No.2 and the compensation shall be recoverable from the Party No.2 as stated above.
- 27. All dispute relating to the specification, design, drawing, sketches, quality, workmanship shall be decided by the Managing Director, CSIDC and his decision shall be final and binding on both the parties.
- 28. **SUBLETING**: The Executor shall not, without the prior approval of the competent authority in writing, sublet or assign to any other party, or parties the whole or any portion of the work under the contract. Even where such approval is granted, the Executor shall not be relieved of any obligation or duty or responsibility which he undertakes under the contract.
- 29. **REMOVAL OF UNDESIRED PERSONS**:- The Executor shall, on receipt of the requisition from the Party No. 1 or his authorized representative at once remove any person employed by him on the work, who in the opinion of the Party No.1 or his authorized representative is unsuitable/undesirable.

- 30. The Party No.2 undertakes to complete the work within the stipulated time and in case of any delay he/she/it shall be liable to compensate to Party No.1 @ 50,000/- Rs (Fifty Thousand Only) per day apart from any other compensation recoverable on account of loss of reputation or monetary loss or any other loss.
- 31. All disputes of difference what so ever arising between the parties out of or relating to the constitution, meaning and operation or effect of this agreement or the breach thereof shall be referred for arbitration to the Managing Director, CSIDC, Raipur and his own decision shall be final and binding on both the parties. The venue of arbitration shall be Raipur (C.G).
- 32. All suits, legal proceedings under this agreement will be subject to the jurisdiction of court at Raipur only.
- 33. The Party No.2 shall also have insurance of pavilion for an equal amount of his financial bid before issue of advance/1<sup>st</sup> Running bill, failing which insurance would be done by department at the cost of the Executor.
- 34. The royalty charges for the materials shall be borne by the Executor.
- 35. Cement, steel or other building materials if required to be used in work shall have to be arranged by the Executor.
- 36. The Executor is required to put up his rate for the following maintenance staff (Compulsory) exclusive for Chhattisgarh Pavilion during the complete fair period. The maintenance staff should have a common uniform provided by the executor, cost of which will be part of price quoted. Include provision for not less than the following staff.

- Exclusive Supervisor for Chhattisgarh Pavilion 01 No a. for Chhattisgarh Pavilion b. Electrician 01 No Carpenter for Chhattisgarh Pavilion 01 No c. Sweeper for Chhattisgarh Pavilion d. 04 No's Helper/ Labour for Chhattisgarh Pavilion 02 No's e. Attendants for Chhattisgarh Pavilion f. 02 No's Security Guards (In day shift) 08 No's g.
- 37. The staff shall be equipped with all tools necessary for repair and maintenance. The helpers shall have sufficient sets of dusting cloth, mops, brooms, buckets, soap, detergent etc. complete.
- 38. The Party No.2 shall also provide sufficient laborers and skilled workers required for loading/ unloading, stacking, storing, and displaying of display materials, at any floor, at any levels as per instruction of the Party No.1. In the event of failing to do so, the Party No.1 shall carry out the above at the cost of the Executor.
- 39. Apart from income tax; taxes, if any imposed by State/Central Government and local taxes will also be recovered from the Bills.
- 40. If at any time after execution of the contract, the Party No. 1, or his authorized representative is of the opinion for any reason that any part of the work or items of work or class of work specified in the contract do not require to be carried out at all, shall bring to notice in writing of the fact to the Party No.2 who shall then stop the work and shall not be entitled to the amount specified against the said item or items. Similarly the Party No.1 shall be entitled to make necessary

changes, amendments, addition or alteration in drawing, specification, sketch plans and the same shall be duly carried out and complied with by the Party No.2 as if they were the part of the original contract and no additional payments shall be made to the Party No.2 for such work.

The Party No.2 shall not be entitled to claim any cost, profit or any compensation on account of either dropping of the work or any item.

- 41. If at any time after execution of the contract, the Party No.1 or his authorized representative is of the opinion for any reason that any part of the pavilion is to be covered by star flex or any other media has to be carried out without any additional payment.
- 42. If additional items executed on demand of the Party No.1 (which is mandatory to be executed) other than agreement in course of execution it will be paid on the basis of rate analysis of the additional item.
- 43. The work must be executed as per norms of lump-sum tender for the works covered under scope of turn-key offer or revision thereof Payment would be made on the basis of proportionate progress, made in form of running advance. Final evaluation of cost of executed works shall be based on timely completion, quality of input materials, workmanship, aesthetics and appearance.
- 44. The executor after the execution of the turn key agreement shall not make himself eligible for the payment of the entire amount of contract unless each and every item is executed quantitatively and qualitatively as per agreed scope of work under the contract.

#### THEME - DIGITAL INDIA

## DIGITAL INDIA is a Programme to prepare India for a knowledge future.

- Hon'ble Shri Narendra Modi, Prime Minister of India has laid emphasis on National e-governance plan and has its approval for Digital India – A programme to transform India into digital empowered society and knowledge economy.
- Digital India is an ambitious programme of Government of India projected at Rs.1,13,000 crores. This will be for preparing the India for the knowledge based transformation and delivering good governance to citizen.
- Programme has been envisage by Department of Electronics and Information Technology (DeitY) and will impact ministry of communications & IT, ministry of rural development, ministry of human resource development, ministry of health and others.
- This programme will also benefit all states and union territories. The existing/ongoing e-governance initiatives would be revamped to align them with the principles of Digital India.
- The vision of Digital India is to transform the country into a digitally empowered society and knowledge economy. It would ensure that government services are available to citizens electronically. It would also bring in public accountability through mandated delivery of government's services electronically.
- Digital infrastructure will focus on providing high speed secure Internet.
- The Programme will be implemented in phases from 2014 till 2018. To implement this the government is planning to strengthen National informatics Centre (NIC) by restructuring it to support all central government departments and state governments.



#### Chhattisgarh State Industrial Development Corporation Limited

(A Government of Chhattisgarh Undertaking)

1" Floor Udyog Bhawan, Ring Road No.1 Telibandha, Raipur (C.G.) Pin code- 492006 Phone:0771-2583792, Fax:0771-2583794

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

## INVITES OFFER FROM INTERIOR DESIGNERS/DECORATORS/ARCHITECTS India International Trade Fair -2016

#### NIT No.02/IPPD/2016-17/

Raipur, Date: 06/08/2016

Chhattisgarh is participating in India International Trade Fair -2016 (ITTF-2016) to be held from 14-27 November 2016 at Pragati Maidan, New Delhi. Chhattisgarh state has been allotted a space of 1200 sqm for setting up its pavilion in Hall No-2. This year's theme is "DIGITAL INDIA".

CSIDC being the nodal agency on behalf of Govt. of Chhattisgarh, invites sealed offer in 3-envelope system. (EMD curn bid security, Technical details & Financial offer) for conceptualizing, designing and execution of Chhattisgarh Pavilion on Turn-key Basis.

Tender forms shall be available at :-

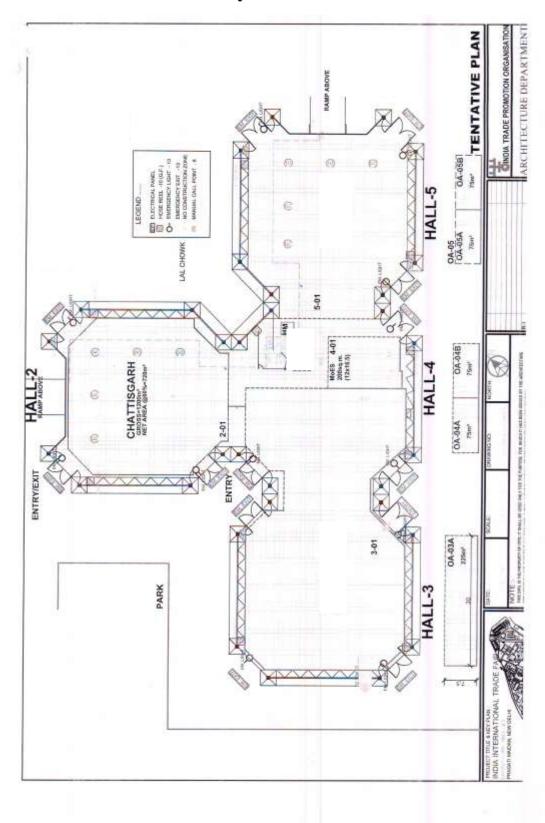
- 1. IPPD Cell, CSIDC, Raipur (C.G.)
- 2. Office of CSIDC, New Delhi Office 16 NBCC Tower, 15 Bhikaji Cama Place, New Delhi.

The cost of Rs. 5000/- in form of DD in favour of Managing Director, CSIDC, payable at Raipur on cash payment at following places during office hours. The tender document can also be downloaded from website www.csidc.in. However, a separate DD of Rs 5000/- as cost of tender document must be enclosed at the time of submission of tender. The last date of selling tender is up to 3.00 pm on 28 August 2016.

- Biddies candidate who have completed such type of work/ job on Turn Key Basis amounting not less than Rs. 40 Lacs in previous three years successfully will be applicable for purchase of tender documents. (Documents must be enclosed duly certified by competent authority not below Class 01 rank of Govt. officer or equivalent to Proprietor/MD/ED of Private Companies / Firms.
- II. All the biddies must have done at least one such type of work/job on Turn-key Basis for any Central Govt./ State Govt./PSU/Govt. Company in previous three years successfully.
- III. All the biddies should have minimum average annual turnover of Rs. 4 Crores in the last three financial years.
- IV. All the biddies must have service tax certificate/TIN Document and PAN Card in the name of company. Sealed tender form along with other requisite details shall be submitted up to 3.00 pm on 29 August 2016 only at CSIDC office at New Delhi. Tender shall be opened on the same day at 4.00pm at the same place.

**Managing Director** 

## **Layout Plan**



#### PRE-CONTRACT INTEGRITY PACT

#### 1. GENERAL

1.1	This	pre-bid con	ntract Agr	eement (he	rein afte	er call	ed the	Integr	ity Pa	ct) is m	ade on	1	.day
of	the	month	20,	between,	the	Gover	nment	of	Chha	ttisgarh	acting	g thro	ough
Shri				(De	signation	n of	the	officer,	Dep	artment)	Gove	ernment	of
Chh	attisg	arh (hereina	fter called	the "BUYE	R", whic	h expr	ession	shall m	ean an	d include	e, unles	s the	
cont	ext ot	herwise req	uires, his s	uccessors in	the office	ce and	assigns	s) and th	ne Firs	t Party,	propo	oses	to
proc	ure (n	name of the	Stores/Equ	ipment/Wo	k/Servic	e) and	1	M/s				represe	nted
by S	hri				Chief	$\mathbf{E}$	kecutiv	e Of	ficer	(hereina	fter (	Called	the
"BII	DDER	/Seller", W	hich expres	ssion shall r	nean and	l in	clude,	unless t	the cor	ntext othe	erwise,	requires	, his
		s an permitte											
1.2.	WHE	REAS the E	SIDDER is	a Private C	ompany/	Public	Comp	any/ Go	overnm	nent Unde	ertaking	g/	
Dart	narchi	in/Registere	d Evnort A	gency cons	stituted in	1 20001	dance	with the	e relev	ant law i	n the	matte	r

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 defined specifications by avoiding the high cost and the distortionary impact of corruption procurement, and
- 2.2 Enabling BIDDERs to abstain from bribing or indulging 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, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 3.2. The BUYER will, during the pre-contract stage, treat BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERs.
- 3.3. All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

#### 4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means an illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the biding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding. evaluation, contracting and implementation of the contract.
- 4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or 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 Government sponsored export entity of the stores and has not engaged any individual or firm or company whether India 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 interest5ed in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contraction and implementation of the contract.
- 4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair 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 without supporting it with full and verifiable fact.
- 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 befor 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 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 Earnest Money/Security Deposit, with the BUYER through any of the following instruments:-
- (i) Bank Draft or a Pay Order in favour of .....
- (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 of the following actions, wherever requied:-
  - (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 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 terms '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 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 the Government servant's wife or husband and wholly dependent upon Government servant.

- (XI) The BIDDER shall not lend to or borrow any money form 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 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/system 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 subsystems 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 different in the court 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 performs 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. LAW AND PLACE OF JURISDICTION

.....

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.

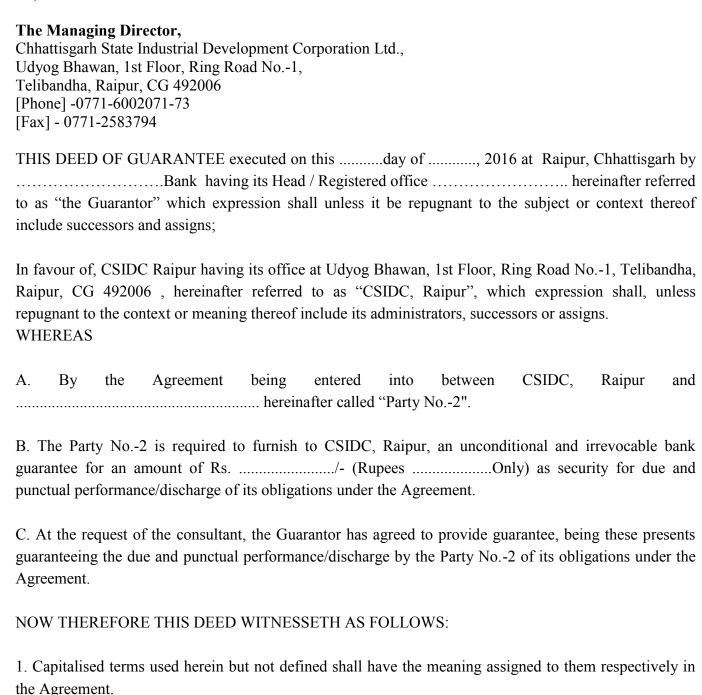
#### 13. **VALIDITY**

- 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 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.	In such case, the parties will The Parties hereby sign	gh this Integrit	agreement to their original intentions. at	
	BUYER		<u>BIDDER</u>	
	Name of the Officers Designation Department/PSU		Managing Director	
Witnes 1)	<u>SS</u>	<u>Witn</u> 1)	 	
2)		2)		

#### BANK GUARANTEE FORMAT

To,



its obligations relating to the Assignment during agreement period.

2. The Guarantor hereby irrevocably guarantees the due and punctual performance by the consultant of all

3. The Guarantor shall, without demur, pay to CSIDC, Raipur sums not exceeding in aggregate Rs
obligations under the Agreement. The Guarantor shall not go into the veracity of any breach or failure on
the part of the Party No2 or validity of demand so made by CSIDC, Raipur and shall pay the amount
specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever
raised by the Party No2 or any other Person. The Guarantor's obligations hereunder shall subsist until
all such demands are duly met and discharged in accordance with the provisions hereof.
4. In order to give effect to this Guarantee, CSIDC, Raipur shall be entitled to treat the Guarantor as the
principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and
conditions of the Agreement or other documents or by the extension of time for performance granted to
the Party No2 or postponement/non exercise/ delayed exercise of any of its rights by CSIDC, Raipur or
any indulgence shown by CSIDC, Raipur to the second party and the Guarantor shall not be relieved from
its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by CSIDC, Raipur or any indulgence shown by CSIDC,
Raipur provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
5. This Guarantee shall be irrevocable and shall remain in full force and effect until
unless discharged/released earlier by CSIDC, Raipur in accordance with the provisions of the Agreement.
The Guarantor's liability in aggregate be limited to a sum of Rs/- (Rupees/-
Only).
6. This Guarantee shall not be affected by any change in the constitution or winding up of the Party No
2/the Guarantor or any absorption, merger or amalgamation of the Party No2/the Guarantor with any other Person.
7. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein,
and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under
IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY,
MONTH AND YEAR FIRST HEREINABOVE WRITTEN.
SIGNED AND DELIVERED
by Bank
by the hand of Shri
itsand authorised official.
(Signature of the Authorised Signatory)
(Official Seal)

-34-