DIRECTORATE OF AVIATION GOVT. OF CHHATTISGARH
MAHANADI BHAWAN,

Phone No+91(0)771-2510172
FAX No. +91(0)771-2510172

CAPITAL COMPLEX, MANTRALAYA,
NAYA RAIPUR (CG): 492001, INDIA

Ref No. 838 **/587/DoA/Ops/tender/2015/** **Date** 29 **April -2015**

TENDER NOTICE

Directorate of aviation (DoA), Govt. of Chhattisgarh(GoCG) invites tender from NSOP holder Companies for services of one single engine 4-6 seater (excluding Pilots) helicopter for use by State Police, CG on long term charter basis under following terms and conditions:-

Terms & Conditions

1. Helicopter should have valid Certificate of Airworthiness and is to be compliant under DGCA rules and regulations. Onus of all round DGCA compliance during operations will Rest on the Company. In case helicopter offered is not endorsed on the NSOP of bidder than agreement between the helicopter owner and bidder, for commitment in compliance of T & C of this tender, should be enclosed.

2. Preference shall be given to those operators who have flying experience in naxal prone area. Certificate of operational experience in LWE affected areas, issued by concerned state's police/aviation departments is to be attached.

3. Helicopter will be required for a period of one year, extendable further for a period of maximum two year on agreed terms and conditions.

4. Single engine helicopter capable of carrying 4-6 passengers is required (i.e. 1/2 pilot and 4-6 passengers).

5. Helicopters will be based at Jagdalpur but will have to operate in the entire state. Company and helicopter owner will have to provide NOC for operations of crew and helicopter in the entire State region.

6. Helicopter is to be made available for minimum 26 days a month with 04 days per month for Maintenance which are non-cumulative. Tender is to based on one hour of flying per day on an average for a calendar month.

7. During planned longer non-availability periods, Company will provide similar replacement helicopter immediately. In case of unforeseen un-serviceability, Company will have to provide similar replacement helicopter, within 03 days. Failure to do so will attract penalties at 90% of per day/per hours cost for helicopter.

8. All expenses on account of accommodation/ transportation etc. of crew/ staff and for helicopter at Jagdalpur and any other base in Chhattisgarh will be the responsibility of the Company. Insurance for crew, passengers and helicopter etc. covering relevant eventualities as per norms is to be ensured.

9. Company will have to deposit Rs 10.00 Lakhs (Rs Ten Lac only) for helicopter as Security money at the time of concluding detailed contract on the subject with the State Govt. in the form of DD in favour of **"The Director, Directorate of Aviation, Raipur"** drawn on any nationalised bank.

Interested companies may submit their quotations with following information specified:-

1. Tender is to be submitted in two envelop system. First envelop is for technical bid and to be marked in BOLD letters (Tender reference number & date and TECHNICAL BID). Second envelop is for financial bid and is to be marked similarly (Tender reference number & date and FINANCIAL BID). Both these envelops are to be enclosed in one envelop marked similarly.

2. Applicants are to submit check list I, EMD, tender fee, application, copy of required documents and integrity pact etc (format attached) duly filled along with technical bid in Ist envelop. Price bid envelop is to enclose check list II and price bid.

3. Registration number, type, seating capacity/ configuration and year of manufacture of helicopter along with C of A is to be provided.

4. Copy of committed availability of main/ replacement helicopter to be intimated. Reaction time required in positioning replacement helicopter is to be committed.

5. Desired Period of contract to be indicated.

6. All relevant financial aspects, viz, flying charges per hour, per month for stipulated hours and beyond needs to be specified including taxes. Desired terms of payment etc are to be stated.

7. A demand Draft for Rs 10,000/-(Rs Ten thousand only) drawn on any nationalised bank, in favour of Director, Directorate of Aviation, payable at Raipur as non refundable tender cost is to be enclosed with technical bid.

8. Earnest Money Deposit Rs 5.00 Lakhs (Rs Five Lac only) (Refundable) shall be paid in the form of DD in favour of **"The Director, Directorate of Aviation, Raipur"** drawn on any nationalised bank with technical bid.

9. Interested companies may submit their quotations to **"Directorate of Aviation, AD-3/9, Mahanadi Bhawan, Capital Complex Mantralaya, Naya, Raipur (CG)"**, so as to reach by 1400 hrs on 29.05.2015. Tenders will be opened on 29.05.2015 at 1500 hrs.

10. The Director of Aviation, GoCG reserves the right for postponement of the date of opening tender, accepting or cancellation of this tender without assigning any reason thereof.

Director
Directorate of Aviation
Govt. of Chhattisgarh

CHECK LIST-I (To be enclosed with Technical Bid)

(Refers to Tender No._____dated _____)

Sl No	Attributes	Registration of Helicopter			Remarks
1	Details of DD for Tender fees of Rs 10,000.00 only, drawn on nationalised bank, payable at Raipur.	Bank- DD No.- Date.-			
2	Details of DD for EMD of Rs 5.00 Lakhs (Refundable), drawn on nationalised bank, payable at Raipur.	Bank- DD No.- Date.-			
3	Single engine helicopter passenger seating capacity.				
4	Validity of NSOP of bidder (copy attached)	(Valid till -) Yes			
5	Validity of CoA of helicopter (copy attached)	(Valid till-) Yes			
6	Endorsement of helicopter on NSOP of bidder (copy attached)	Yes / No			
7	In case helicopter not endorsed on NSOP, Bidder – Owner Agreement enclosed.	Yes / Not applicable			
8	Experience in naxal prone area. (copy of certificate attached)	Yes			
9	Helicopter agreement period for 1 year extendable maximum to two years period.	Yes / No (Specify)			
10	Helicopter to be based at Jagdalpur & operations in entire State.	Yes			
11	NOC by Company/ helicopter owner for operation in whole of CG attached	Yes			
12	Helicopter availability for minimum 26 days a month.	Yes			
13	Four monthly maintenance days are non-cumulative.	Yes			
14	Immediate provisioning of similar helicopter in case of planned longer non-availability of helicopter for any reason	Yes			
15	In case of unforeseen un-serviceability similar replacement must be provide within 3 days. In case of failure to do so, penalty at rate of 90% of per day/ per hrs cost of the helicopter will be charged from the company.	Yes			
16	Company will be responsible for all expenses on account of accommodation/ transportation etc of crew/ staff and helicopter in Chhattisgarh.	Yes			
17	Insurance for the crew, passenger and helicopter etc in all relevant eventualities as per norms to be done by the company	Yes			
18	Company will deposit DD of Rs. 10 Lac, drawn on nationalised bank, payable at Raipur as Security money at the time of contract.	Yes			

Company's Seal :
Date :

(Company's Authorised Signatory)
Seal

CHECK LIST-I (To be enclosed with Technical Bid)
(Refers to Tender No._____dated _____)

Sl. No.	Registration of Helicopter	Charges with Tax inclusive		Remarks
		Per hour	Per month	
1				
2				

Company's Seal :.
Date :

(Company's Authorised Signatory)
Seal

INDIA NON JUDICIAL
Stamp - 1000

AGREEMENT FOR HIRING OF HELICOPTER

This Agreement is made and executed on this …… between **Director General of Police, Government of Chhattisgarh and Director, Directorate of Aviation, Government of Chhattisgarh** here-in-after referred to as FIRST PARTY which expression shall include their successors in office and permitted assignees and **……** having its Registered Office at **…….....** Here-in-after referred to as SECOND PARTY which expression shall include its successors and permitted assignees.

WHEREAS the FIRST Party is desirous of hiring the services of …..... Helicopter for its operation in the State of Chhattisgarh.

AND WHEREAS, the SECOND Party is engaged in the business of providing helicopter services and on post tender selection by the FIRST Party, SECOND Party has agreed to provide the services of …… helicopter duly certified by Director General of Civil Aviation (DGCA) to the FIRST party on mutually agreed terms & conditions contained hereinafter.

NOW, THEREFORE, IT HAS BEEN AGREED BETWEEN THE PARTIES AS FOLLOWS:-

1. **INTERPRETATIONS**

The words and expressions used in this Agreement shall have the following meaning unless the context otherwise requires:-

(a) **Area of Operations:** An expression to include any area within the geographical limits Chhattisgarh State.

(b) **Base:** It means Jagdalpur/Other Base where the helicopter and crew including maintenance facilities will be provided.

(c) **Commander**: It means Pilot–in–command of the helicopter.

(d) **Flying Charges:** It would mean the financial amount worked out in accordance with terms as stipulated in Clause 6.

(e) **Security:** It relates to helicopter and means all actions taken towards avoidance of ingress by unauthorised personnel in helicopter operating area, safety of the helicopter/related equipment and stores and its operating personnel from intentional damage by external forces/unauthorized personnel and safety of passengers and their luggage.

(f) **Flying Time:** In respect of the helicopter it shall mean the time from "Engine On" till "Engine off".

(g) **Force Majeure:** It would mean dispensation of some clauses contained herein due to fire, flood and the act of God like earthquake, land slide, lighting, tempest, tornado, and war (whether declared in India or in the country of the manufacturer of the major components of subassemblies of the helicopter) Sabotage, Left Wing Extremists action, civil disturbance and any such cause which is not within the control of either party claiming 'Force Majeure'.

(h) **IFR:** It means 'Instrument Flight Rules' as specified by the DGCA.

(i) **Month:** It means calendar month and "Monthly" shall have corresponding meaning.

(j) **Night:** It shall mean period between sun set and sun rise.

(k) **Program**: It means written requisition of the helicopter for a day indicating time of departure, destination with co-ordinates, approximate flight time and list of passengers etc.

(l) **Regulatory Authority:** It means any assigned government body or bodies having responsibility of aviation related matters in the area of operations.

(m) **SOP:** It means 'Standard Operating Procedure'. This is an integral part of this Agreement and shall be read along with it for smooth and uninterrupted flying operation.

(n) **Terms:** It means the period set out in Clause 4.2.

(o) **VFR:** It means 'Visual Flight Rules' as specified by the DGCA.

(p) **Watch Hours:** It means a time notified by the Airport Authority of India (AAI) from time to time regarding normal hours of operation of different airports.

2. **TERM AND CONDITIONS OF AGREEMENT**

2.1 The term of agreement shall be one year and shall commence from the …….. and terminate on ……. However, FIRST PARTY can terminate the contract with one month's prior notice to the SECOND PARTY.

2.2 On or before expiry of the agreed term, the parties shall, if mutually agreed upon in writing, have the option to renew the Agreement on such terms and condition that they may agree upon at the time of renewal of this Agreement. The FIRST Party, however, will give prior written notice of three months before expiry of term of this Agreement indicating its intention of such extension / renewal. Upon receipt of such notice, SECOND Party shall inform in writing to the FIRST Party of its intention of renewal of this Agreement.

2.3 SECOND Party shall provide …….. engine helicopter for a minimum period of 26 days in every calendar month. In case of planned longer non-availability of helicopter SECOND Party will provide similar replacement helicopter immediately. In case of unexpected un-serviceability or helicopter remains under maintenance for more than three days SECOND Party shall arrange similar replacement …….. engine helicopter at the proportionate rate of payment.

2.4 SECOND Party will be paid at the rate of Rs ……. per hour of flying of …… helicopter for a minimum of 26 hours of flying per month. In case flying is less than 26 hours in any given calendar month SECOND Party shall be paid …… equivalent to minimum 26 hours of flying per month.

2.5 SECOND Party shall provide a security deposit of Rs. …….. through demand draft of any nationalised bank drawn in favour of Director, Directorate of Aviation, Mantralay, Raipur payable at par at Raipur. Security deposit will be refunded to SECOND Party on termination of the contract on settlement of claims.

2.6 SECOND Party shall carry out insurance of helicopter for crew, passengers etc. as per existing norms to ensure that the benefit of insurance accrues to the affected in the event of an accident. SECOND Party will have to provide NOC for operation of crew and helicopter in the entire state.

2.7 SECOND Party shall be solely responsible to ensure maintenance of the helicopter in serviceable condition in accordance with DGCA rules and regulations. Govt. of Chhattisgarh will not have any responsibility in this regards.

2.8 Helicopter provided by the SECOND Party shall be based at Jagdalpur and operate under directions of Secretary (Aviation)/ Headquarters DGP Chhattisgarh/Director (Aviation) Govt. of Chhattisgarh.

2.9 State Administration will only provide security arrangements. All other expenses such as fuel, accommodation of personnel etc will have to be borne by the SECOND Party.

3. **Service**

3.1 The SECOND Party during the term of Agreement shall provide the helicopter as required by the FIRST Party and the SECOND Party shall ensure that the helicopter is available and maintained for operational use as demanded by the FIRST party through its authorised person {Director General of Police / Director (Aviation)}. Authorised person of the FIRST Party shall provide detailed information to SECOND Party about any flying program well in advance (at least the preceding day of the actual commitment) along with a manifest containing the number and names of the passengers and/or cargo weight. In addition, confirmation of security and sanitisation of helipad(s) needs to be provided. However, in case of emergency, helicopter shall be provided to the FIRST Party by the SECOND Party at shorter notice without any additional cost.

3.2 Flying program provided by the Authorized person of FIRST Party must clearly mention the co-ordinates of the destination(s), estimated time(s) of departure(s) / arrival(s) of the flight and District Authorities permission for landing of helicopter in their area of jurisdiction(s).

3.3 It shall be the responsibility of Pilot in Command to determine the acceptable number of passenger and / or load before each flight depending on prevailing/expected temperature at helipad(s), winds, size of helipad and obstructions and upon such determination: the First Party may seek variation in the proposed number of passengers and / or load to be carried by the helicopter. Due to Flight safety reasons, in this regard opinion of the Pilot in Command is final.

4. **HELECOPTER POSITIONING AND OPERATIONS**

4.1 The SECOND Party shall mobilise the helicopter at Jagdalpur (Chhattisgarh) on written / verbal intimation for positioning of helicopter. The period of Agreement starts the day mobilisation of helicopter completes at Jagdalpur.

4.2 The SECOND Party shall provide the helicopter to FIRST Party for operational use of minimum 26 hours per month from the date of start of the Agreement.

4.3 All operations and maintenance of the helicopter provided by the SECOND Party shall be in accordance with the prevailing rules and regulations of the DGCA. SECOND Party shall be solely responsible for explicit adherence to the same.

4.4 FIC / ADC and Met briefing for the flight shall be obtained by the Commander of the Helicopter of SECOND Party.

4.5 For Night flying and cloud flying, DGCA rules shall be adhered to and for which the Commander of the helicopter of the SECOND Party has the sole responsibility/authority.

4.6 The SECOND Party shall ensure that the helicopter is available for 26 days in a month and a maximum of four days may be utilised for routine maintenance. In case the helicopter is grounded/likely to be grounded for more than four days at a stretch the SECOND Party shall provide alternate helicopter. However, if the 4 days of mutually agreed grounding is not utilized by the SECOND Party, then 4 days of previous month will not be carried forward to the next month. If SECOND Party does not provide helicopter after four days of grounding of its helicopter he shall be liable to pay a penalty at the rate of …… per day for helicopter.

4.7 FIRST Party shall provide helipads of standard size to the SECOND Party for helicopter operations as per DGCA requirement of flight safety. In case of emergency helicopter may land at smaller helipads/suitable fields in keeping with requirements of operations manual of helicopter and safety of its occupants.

4.8 FIRST Party has to ensure that the helicopter landing helipads /areas are sanitized for security and helipads are watered to avoid incidents due to dust. Standard Operations Procedure (SOP) attached with this Agreement, an integral part of this Agreement shall be followed by all concerned of the FIRST Party for smooth and incident free flying. Confirmation to this effect is to be provided by the authorised person of FIRST Party to the Commander of helicopter.

5. **ADMINSITRATION**

5.1 The SECOND Party shall provide suitably qualified pilots, flight Engineers (if applicable), Engineer/AMEs and Technicians for safe operations and maintenance of the helicopter as per DGCA Rules and Regulations.

5.2 Accommodation for Crew, maintenance personnel, local transportation and medical facility at Raipur/Jagdalpur/Other Base will be the responsibility of SECOND Party.

5.3 In case of outstation operations. i.e. away from Jagdalpur base, it shall be forecasted 24 hours in advance. Accordingly, befitting boarding/lodging of aircrew/engineer/maintenance staff, local transport and medical shall be provided by the SECOND Party.

5.4 Complete/proper security to the helicopter, personnel, equipments, storage of fuel shall be provided by the FIRST Party at Jagdalpur base and all other base of operations.

5.5 Insurance of the helicopter, third party insurance and crew & passenger's insurance shall be ensured by the SECOND Party.

5.6 The SECOND Party shall pay for the cost of fuel, oil & lubricants for its use in helicopter. However, responsibility of security of these materials/items in transportation within Chhattisgarh and from Jagdalpur etc to other bases and back in Chhattisgarh State shall be provided by the SECOND Party.

5.7 Positioning of fuel away from Jagdalpur/Other Base for meeting the operational requirement and returning of empty fuel barrel up to Raipur/Jagdalpur/Other Base shall be the responsibility of FIRST Party at the cost of SECOND Party.

5.8 The SECOND Party shall utilise the helicopter for carrying out training /proficiency/maintenance checks of aircrew/helicopter at any operational airport. Prior intimation shall be given by the SECOND Party to the FIRST Party in writing for the same. Expenditure on account of flying hours consumed for such training/recency/ferry/test flight shall be in borne by SECOND Party.

6. **FINANCE**

6.1 SECOND Party will be paid at the rate of …….. per hour of flying of helicopter for a minimum of 26 hours of flying per month. In case flying is less than 26 hours in any given calendar month SECOND Party shall be paid minimum ……..... equivalent to 26 hours of flying per month. Flying done beyond the committed hours will be charged at the same rate.

6.2 Mobilization Charges and the Demobilization charges (on return) of Helicopter from Jagdalpur to destination (equal to or less than the mobilization) shall be paid by the FIRST Party.

6.3 Monthly bill of each helicopter along with copy of log book shall be submitted to the Commissioner Aviation for verification. The Director of aviation shall verify the same and forward it to Director General of Police, Raipur for release of payment. The monthly payment will be paid to SECOND Party within 15 days of submission of the bills.

6.4 If the Helicopter is used by other passengers of the State Govt. and the number of flying hours are more than the minimum 26 hours per month, then the cost of actual hour of flying charges used for such passengers of the State Govt. shall be reimbursed by Director Aviation, Raipur.

7. MAINTENANCE OF HELICOPTER

7.1 The helicopter base shall be at Raipur / Jagdalpur. The FIRST Party shall provide secured accommodation for Helicopter. However, accommodation / storage for engineers, technicians, tools, equipments, oil/ greases and flood light for servicing etc shall be arranged by the SECOND Party for proper maintenance.

7.2 The SECOND Party shall give 5-days/10hours of flying notice to the FIRST Party for any routine/major inspection & maintenance. Break in flying days should be utilized for maintenance activities to facilitate greater availability of helicopter for Govt. tasks.

7.3 FDTL/FTL in respect of aircrew is to be adhered to in accordance to the DGCA requirements. One day in a week will be observed as a weekly off day for the aircrew. Accordingly, flying program may be adjusted by the FIRST Party.

8. NOTICE

8.1 SECOND Party can give a written notice of three months for termination of the Agreement. All dues are to be settled by each party before termination of the Agreement.

8.2 Dispute, if any is to be settled amicably or through courts at Raipur.

On behalf of SECOND Party **On behalf of FIRST Party**

Managing Director	(1) Director	(2) Addl DG
Aviation Company	Directorate of Aviation	For DG Police
	Government of	Government of
	Chhattisgarh Raipur	Chhattisgarh Raipur

Witness

1. ----------
   ----

2. ----------

Annexure

PRE-CONTRACT INTEGRITY PACT

1. GENERAL

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

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

2. OBJECTIVES

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

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

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

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

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

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

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

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

4. COMMITMENTS OF BIDDERS

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

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

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

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

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

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

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

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

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

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

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

5. PREVIOUS TRANSGRESSION

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

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

6. EARNEST MONEY (SECURITY DEPOSIT)

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

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

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

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

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

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

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

7. SANCTIONS FOR VIOLATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. FALL CLAUSE

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

9. INDEPENDENT MONITORS

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

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

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

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

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

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

10. FACILITATION OF INVESTIGATION

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

11. LAW AND PLACE OF JURISDICTION

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

12. OTHER LEGAL ACTIONS

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

13. VALIDITY

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

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

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

BUYER BIDDER

Name of the Officer

Designation

Department/ PSU

CHIEF EXECUTTIVE OFFICER

Witness

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

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

Witness

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

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

