

विवरण DESCRIPTION	अधिसूचना सं NOTIFICATION NO	जारी करने की तिथि ISSUE DATE	अंतिम तिथि CLOSING DATE
एटीएफ अपग्रेडेड सिंगल इंजन ट्रेनर एयरक्राफ्ट मात्रा - ०२ की आपूर्ति हेतु निविदा SUPPLY OF QTY 02 SINGLE ENGINE TRAINER AIRCRAFT INSTALLED WITH ATF OPERATED ENGINE.	एसपी/बीएस/ अभियांत्रिकी/2023- 24/००४ SP/BS/ENGG/2023-24/004	०६/०९/२०२३ 06/09/2023	२७/०९/२०२३ 27/09/2023
<p>प्रस्ताव के लिए अनुरोध</p> <p>सिंगल इंजन ट्रेनर एयरक्राफ्ट की आपूर्ति</p> <p>REQUEST FOR PROPOSAL FOR SUPPLY OF QTY 02 SINGLE ENGINE TRAINER AIRCRAFT INSTALLED WITH ATF OPERATED ENGINE ONLY</p>			
FOR TECHNO-COMMERCIAL INFORMATION			
<p>श्री कृष्णेंद्र गुप्ता Mr Krishnendu Gupta, निदेशक, इग्रुआ Director, IGRUA, फुरसतगंज एयरफील्ड Fursatganj Airfield, अमेठी (यूपी) 229302 Amethi (U.P) 229302 Mob: 91-8318066244, 9415117609 Email: dir-igrua@gov.in</p>			

Nature of Bid: Two packet bid system (Technical & Commercial)
(Contents of Bid Document)

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ANNEXURE – ‘A’**GENERAL TERMS & CONDITIONS CORRESPONDING
TO THE SUBJECT TENDER**

1. The Tenderer must be either Manufacturer or their Authorised Dealers. Both OEM and its authorized dealer cannot bid together as this will call for disqualification.
2. The Aircraft Manufactures with less than 05 years of aircraft manufacturing experience are not eligible.
3. Aircraft should be in current production, condition new, accompanied with Type Certificate and other relevant documents.
4. Sealed/Closed Quotations are to be submitted in a two Bid System (1) Technical Bid and (2) Commercial Bid, separately as per details given below :-
 - 4.1 Technical Bids be submitted consisting of Formats C, D & E in sealed envelope superscribed with the following:
Tender for Technical Bid for Supply of Single Engine Aircraft
Tender No. SP/BS/ENGG/2023-24/04 Dated: 06/09/2023
 - 4.2 Earnest Money Deposit by way of Wire Transfer (NEFT/RTGS), Bank Draft/Banker's Cheque drawn in favour of IGRUA should be submitted with Technical Bid.
 - 4.3 Commercial Bids be submitted consisting of Formats F & G in a **sealed envelopes** superscribed with the following:
Tender for Commercial Bid for Supply of Single Engine Aircraft
Tender No. SP/BS/ENGG/2023-24/04 Dated: 06/09/2023
 - 4.4 Both the envelopes must be submitted in another master envelope in sealed condition superscribing with the following:
Tender for Technical Bid & Commercial Bid for Supply of Single Engine Aircraft.
Tender No. SP/BS/ENGG/2023-24/04 Dated: 06/09/2023
5. The following are to be noted:-
 - 5.1 A prospective bidder, who requires any clarification regarding the contents of the bidding documents shall notify to the Buyer/Customer in writing, in not later than 10 (ten) days prior to the date of opening of the Bids.
 - 5.2 If the Commercial Bid and Technical Bid are enclosed in same envelope instead of in two separate closed/sealed envelopes, the tender would be rejected.
 - 5.3 On the date of opening of tender only Technical Bid would be opened and the Commercial Bid would be kept in the sealed condition with IGRUA.

- 5.4 The Commercial Bid of only those Tenderers who qualify in the Technical Bid evaluation would be opened, the date and time for which would be notified in advance to the successful Tenderers.
- 5.5 The Tenderer should sign with date on all the papers of both the Technical Bid and Commercial Bid.
- 5.6 The Technical Bid should not contain any indication of the price.
- 5.7 The price quoted should be valid for acceptance for a minimum period of 90 days from the date of opening of the Commercial Bid. The price quoted in the bid should be valid for 12 (twelve) months for acceptance of repeat order from the Buyer on the same terms and conditions.
- 5.8 The Bids should be neatly filled/typed. Correction, if any, should be duly authenticated with full signature of the person signing the tender, failing which the tender is liable to be rejected.
- 5.9 The quotation should be submitted through Registered/Speed Post or personally as per tender procedure. Under no circumstances, the quote should be sent by E-mail or Fax.
- 5.10 IGRUA will not be responsible for the quotation lost in transit or not received in time including postal delay.
- 5.11 IGRUA reserves the right to either accept or reject the tender. IGRUA's decision will be final and no objections about the tender will be entertained. IGRUA reserves the right of not awarding any contract to anyone.
- 5.12 The Tenderer shall not be at liberty to withdraw or modify the tender or any terms and conditions, within the expiry of the validity period of 90 days. Tenderers are required to clarify such points on which clarification is asked for by the Competent Authority. Any withdrawal or any later modification made within the said period shall be liable for rejection in consequences thereof in addition, EMD will be forfeited. Conditional offers, if any, are liable to be rejected at the sole discretion of IGRUA.
- 5.13 Force Majeure Clause: Neither party shall bear responsibility for the complete or partial non-performance of any obligations, if the non-performance results from such Force Majeure circumstances like Flood, Fire, Earth Quake, War, Blockade or Pandemic, that are beyond the control of parties.

6. **Responsibility of the Tenderer:**

It is sole responsibility of the Tenderer to obtain and verify any and all information required by it for the purpose of completing the form of tender, prior to submission of its tender.

7. **Tender Fee Document and Earnest Money/Security Deposit:**

Tender Fee of Rs. 500.00 hundred to be submitted with technical bid. Earnest Money Deposit (hereinafter referred to as EMD) of Rs. 10.00 Lakhs by way of Wire Transfer, NEFT or RTGS in favour of IGRUA in the bank account no mentioned below. Proof of

EMD remittance via Wire Transfer, NEFT or RTGS (UTR number) to be submitted with Technical Bid. No other mode of payment (eg. non Banker's Cheque, Bank Guarantee) is acceptable. Those Bidders, who wish to remit EMD in USD equivalent to Rs. 10 Lakhs through Wire Transfer, may do so at the following address:-

**State Bank of India,
Fursatganj Branch,
Amethi 229301,**

IFSC Code: SBIN0011487.

A/c Number: 30465741888.

A/c Name: Indira Gandhi Rashtriya Uran Akademi

Ref: Tender No. SP/BS/AIRCRAFT/2023-24/004 dated 06/09/2023.

- 7.1 A confirmation regarding remittance/proof of EMD may be attached in your Technical Bid.
- 7.2 In case EMD is not found attached or not submitted in the mode specified, the tender will be rejected.
- 7.3 The EMD will be refunded to the un-successful Tenderers. The Earnest Money of successful Tenderer will be kept as Security Deposit.
- 7.4 The EMD will be forfeited in the event of the Tenderer withdrawing the Bid after opening of the Tender and till award of the Contract and/or refuses to accept the Contract, if awarded.
8. Integrity Pact: The Tenderer if selected shall sign an Integrity Pact during signing of contract, format of which is attached as Annexure – 'H' "Pre-Contract Integrity Pact".
9. **Delivery Schedule:** Earliest Delivery from the date of firm order. The scheme of delivery must be clearly indicated in the Technical Bid which should include:
 - i) Time required for delivery of aircraft from the date of placing firm order.
 - ii) Method of delivery of aircraft at Fursatganj-Ferry/Dismantled condition.
10. The Tenderer should give details of payment terms & conditions in the Technical bid in the form a schedule.
11. Commercial Bid should clearly specify the taxes, levies, etc. if any.
12. **Addresses for submission of quotation:**

Your tender bid and document should be addressed to and to reach:-

Director,
Indira Gandhi Rashtriya Uran Akademi,
Fursatganj Airfield,
Amethi 229 302
Uttar Pradesh (India)

NOTE: On or before 1500 HRS ON 27/09/2023 (Time & Date), duly superscribed by

“Tender No. _____ and Closing Date along with the Bidder’s

Name, Contact Person’s Name and Email ID reflected at the left bottom side of the Envelope for easy identification.

For IGRUA

**(KRISHNENDU GUPTA)
DIRECTOR**

INDIRA GANDHI RASHTRIYA URAN AKADEMI**QUALITATIVE REQUIREMENT FOR SINGLE ENGINE AIRCRAFT**

1. Fully equipped IFR certified aircraft, with seating capacity of 04 having Dual Controls, dual instruments and Dual Brakes for training purpose.
2. Single Piston Engine, Fuel Injection (Preferred), 4 Cylinders having minimum Horsepower of 130 with fixed/variable pitch propeller.
3. Fixed undercarriage with Cruising speed ranging between 110-130 knots stalling speed in landing configuration between 40 to 60 knots with stall Warning, Service Ceiling of minimum 12.000 feet, range of at least 600 NM and Useful Load of minimum 300 Kgs.
4. Fully integrated EFIS having Dual Nav (Dual ILS)/Comm., ADF, DME, GPS, Transponder, ELT, Marker Beacon, Voice Activated Intercom and Head Sets with provision of connection at all four seats and handheld mikes.
5. Availability of FNPT of same aircraft type is desirable.

ANNEXURE 'C'**ORGANIZATION PROFILE****(TO BE SUBMITTED BY THE VENDOR ON THEIR LETTER HEAD)**

SNO	PARTICULARS	RESPONSE
1	Tender No.	
2	Name of Tenderer/Company	
3	Address	
4	Tele/Mobile No.	
5	Fax & Email ID	
6	Name of Contact Person	
7	The Tenderer must be Manufacturer or Authorized Dealer	Yes/No
7.1	Documentary Proof Submitted	Yes/No
7.2	GST Number of company.	
8	EMD Details	
8.1	UTR Code for NEFT / RTGS	
8.2	Payable At	
8.3	Amount	
8.4	Enclosed	Yes/No
9	Location of the Manufacturing factory/facility	
9.1	Address	
9.2	Fax & Email ID	
10	Annual Turnover for last three year	
10.1	2021	
10.2	2022	
10.3	2023	
11	How long are you in manufacturing business for the aircraft.	

SNO	PARTICULARS	RESPONSE	
12	No. of total Aircraft produced and sold in the last five years. Please furnish details of aircraft manufactured in each year.		
	YEAR	MANUFACTURED	SOLD
12.1	2018		
12.2	2019		
12.3	2020		
12.4	2021		
12.5	2022		
13	Certificate/Proof of having infrastructure		
14	Details of similar Aircraft (quoted aircraft) sold in last two year		
15	Performance Report from Buyers whom the aircraft has been sold and is operational	Yes/No	
16	Any other information which Bidder wishes to provide		

Signature:

Name:

Designation:

Seal of Company:

ANNEXURE – ‘D’**TENDER NO. : SP/BS/ENGG/2023-24/04****DATE : 06/09/2023**

(TO BE SUBMITTED BY THE VENDOR ON THEIR LETTER HEAD)

Ref: _____

Date: _____

To:
The Director,
Indira Gandhi Rashtriya Uran Akademi,
Fursatganj Airfield,
RAEBARELI : 229302 (U.P)
INDIA

Sub: **Technical Quotation as per your Tender No. SP/BS/ENGG/2023-24/04**

Sir,

With reference to your Tender Notice No. SP/BS/ENGG/2023-24/04 dated 06/09/2023 for supply of Trainer Aircraft. We hereby submit our best offer for the same, towards Technical Quote as per prescribed Annexure ‘C’, Annexure ‘D’ & Annexure ‘E’.

We also agree to the terms and conditions of your Tender detailed in Annexure ‘A’.

Thanking you,

Yours faithfully,

(Signature)

Encls:

PROFORMA FOR TECHNICAL QUOTE FOR SUPPLY OF AIRCRAFT
(TO BE SUBMITTED BY THE VENDOR ON THEIR LETTER HEAD)

SNO	DESCRIPTION	RESPONSE
1	<p>Detailed specifications for standard aircraft including the details of optional equipment, which includes :-</p> <p>i) Engine Model (ATF operated engines only)</p> <ul style="list-style-type: none"> a) Manufacturer b) Type c) Cooling system d) Normally aspirated/Turbocharged e) Direct drive/Reduction gearing f) Type of Oil System g) Type of Fuel h) Fuel System Type i) Number of cylinders j) Engine Horsepower in SHP k) Type of propeller (Fixed/Variable pitch) and its material l) Type of undercarriage (Fixed/Retractable) m) Cruising Speed n) Stalling Speed in Landing o) Endurance & Range p) Useful Load <p>ii) Integrated Avionics System comprising of</p> <ul style="list-style-type: none"> a) Dual Nav./Comm. b) ADF c) DME d) GPS e) Transponder (Mode-S) f) ADS - B g) ELT (406 MHz) h) Stormscope i) Marker Beacon j) Voice Activated Intercom k) Head Sets (Provision of connection to all four seats) l) Hand Held Mike m) Auto Pilot (Portable) <p>iii) Standby Instruments</p> <p>iv) Availability of FNPT (Desirable)</p>	-

2	Other Attributes <ul style="list-style-type: none"> a) Airframe type and material b) Type of wing (High/Low) c) Type of Flap system and Number of Flap positions d) Type of Flight Control system e) Seat Adjustment – Vertical and/or Horizontal f) Availability of Emergency Door/Window g) Overhaul Life of Engine h) Availability of auxiliary Fuel Pump/Boost Pump in case of engine driven fuel pump failure in flight i) Overhaul life of Propeller j) Take-off/Landing length (50 ft obstacle clearance) k) Crosswind component l) All-up weight m) Total Fuel Capacity n) Fuel Consumption o) Electrical System <ul style="list-style-type: none"> (i) Operating voltage (ii) Type of Battery and AH (iii) Sustaining time of Battery in IFR condition in case of Alternator failure (iv) Availability of Standby battery (v) Availability of Ext Power Source p) Operating Temperature limitation of engine q) Fatigue life of major components and service life of aircraft 	
3	Type Certificate of the Aircraft, Engine and Propeller	
4	Noise Certification for issue of Noise certificate of Airworthiness by DGCA	
5	Flight Manual of the Aircraft	
6	Maintenance Manual of the Aircraft	
7	Documentation: <ul style="list-style-type: none"> (a) Manufacturer will be required to supply all the technical documents required by the DGCA of India for issue of Certificate of Airworthiness.. Detailed list of documents be listed. (b) Maintenance Planning Document 	
8	Product Support: <ul style="list-style-type: none"> i) Product support package with details 	

	ii) Undertaking from the manufacturer for continued Product Support for minimum 15 years iii) The supplier will ensure support for life extension on completion of applicable flying life cycle	
9	Record of applicable ADs & SBs and their compliance report	
10	Record of accidents and their cause till date	
11	List of organizations all over the world operating the aircraft, their purpose and number of aircraft operated by each organization	
12	Comprehensive warranty clauses for the aircraft, engine, propeller, instruments, avionics and any other equipment for which warranty is applicable	
13	List of special tools and equipment including ground support equipment required for maintenance of the aircraft and confirmation as to whether they are supplied along with the aircraft	
14	Approval of CAR 147 (Type Training) to engineers and its details	
15	Direct Operating Cost of the Aircraft per hour	
16	The scheme of delivery must be clearly indicated to include: i) Time required for delivery of aircraft from the date of placing firm order. ii) Method of delivery of aircraft at Fursatganj-Ferry/Dismantled condition.	
17	Terms and Conditions of Payment.	

18	Life Cycle cost be indicated	
19	List of Spares, Rotables, including cost	
20	Package of standard spares offered alongwith the Aircraft to be indicated	
21	Availability of any Official in India	

Signature:

Name:

Designation:

Seal of Company:

ANNEXURE – 'F'**TENDER NO. : SP/BS/ENGG/2023-24/04****DATE :06/09/2023**

(TO BE SUBMITTED BY THE VENDOR ON THEIR LETTER HEAD)

Ref: _____

Date : _____

To:
The Director,
Indira Gandhi Rashtriya Uran Akademi,
Fursatganj Airfield,
RAEBARELI : 229302 (U.P)
INDIA

Sub: **Commercial Quotation as per your Tender No. SP/BS/ENGG/2023-24/04**

Sir,

With reference to your Tender No. SP/BS/ENGG/2023-24/04 dated 06/09/2023 for supply of Trainer Aircraft. We hereby submit our best offer for the same, towards which, our Commercial Quote as per prescribed Annexure 'G'.

We also agree to the terms and conditions of your Tender detailed in Annexure 'A'.

Thanking you,

Yours faithfully,

(Signature)

Encls:

PROFORMA FOR COMMERCIAL QUOTE FOR SUPPLY OF AIRCRAFT

(TO BE SUBMITTED BY THE VENDOR ON THEIR LETTER HEAD)

SNO	DESCRIPTION	CONDITION/ ANNEXURE	AMOUNT
1	Cost in INR as per Standard Configuration/ Equipment and Documents, list to be provided:- (a) Ex-Factory with Export Certificate of Airworthiness (b) Shipping/Ferry cost to Port/Airport in India		
2	Cost in INR of Optional Equipment – item wise		
3	Please specify the taxes, levies or any other charges, if any		
4	Total C.I.F. Fursatganj		
5	Any other information which Bidder wishes to provide.		

Signature:**Name :****Designation:****Seal of Company:**

ANNEXURE – ‘H’**FORMAT OF PRE-CONTRACT INTEGRITY PACT**

This pre-bid /pre contract Agreement (hereinafter called Integrity Pact) is made onday of(month & year) between The Director, Indira Gandhi Rashtriya Uran Akademi (IGRUA), an Autonomous Body under Ministry of Civil Aviation, Government of India, Fursatganj Airfield, Distt. Amethi, Uttar Pradesh – 229302 hereinafter referred to as “The Buyer” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the First Part.

And

M/s_____ a company (status of the company) and having its registered office at_____representedby Mr. _____, hereinafter referred to as “The Bidder” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the Second Part.

WHEREAS the Buyer proposes to procure under laid down organizational procedures/contract _____(Name of the work/ goods/ services) and the Bidder is willing to offer against Notice Inviting Tender (NIT) No._____, aforesaid proposal of the Buyer.

WHEREAS the Bidder is a private company / public company/ Government undertaking/ partnership/ consortium/ joint venture company/ Firm/ Individual (status of the Company), constituted in accordance with the relevant law in the matter and the Buyer is Autonomous Body under Ministry of Civil Aviation, Government of India, Fursatganj Airfield, Distt. Amethi, Uttar Pradesh – 229302.

NOW, THEREFORE,

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 currency of the contract to be entered into with a view to :

Enabling the Buyer to obtain the desired said (work/ goods/ services) 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 Enabling the Bidder to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this Integrity Pact & agree as follows:

1.0 Commitments of the Buyer

- 1.1** The Buyer undertakes that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a 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.
- 1.2** The Buyer will, during the pre-contract stage, treat all the Bidders alike, and will provide to all the 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 other Bidders.
- 1.3** All the officials of the Buyer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.0 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is 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 or Independent External Monitor 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.

3.0 Commitments of the Bidder

The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and 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 :

- 3.1** The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation/completion of the contract.
- 3.2** 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/awarding the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with Buyer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with Buyer.

- 3.3** The Bidder shall disclose the name and address of agents and representatives and Indian Bidder shall disclose their foreign principals or associates.
- 3.4** The Bidder shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5** The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments 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.
- 3.6** 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.
- 3.7** The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8** The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer as part of the business/work relationship, regarding plans, technical proposals, technical know & how and business details, including information contained in electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9** The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10** The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

- 3.11** If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Buyer, or alternatively, if any relative of an officer of the Buyer has financial interest/stake in the Bidder firm (excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

- 3.12** 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.
- 3.13** The representative of the Bidder(s)/ Contractor(s) signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.
- 3.14** In case of sub-contracting, the bidder/principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.

4.0 Previous Transgression

- 4.1** 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 on any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India.

5.0 Earnest Money (Security Deposit)

The provision regarding Earnest Money/Security Deposit as detailed in the Notice Inviting Tender (NIT) and Instruction to Bidders (ITB) section of the Bid Document is to be referred.

6.0 Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf shall entitle the Buyer to take action as per 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 would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason thereof.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. 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.
- (iv) To encash the Bank guarantee, in order to recover the dues if any by the Buyer, along with interest as per the provision of contract.
- (v) To debar the Bidder from participating in future bidding processes of IGRUA for three years, which may be further extended at the discretion of the Buyer.
- (vi) To recover all sums paid in violation of this Pact by Bidder to any middleman or agent or broker with a view to securing the contract.

(vii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder/ Contractor, the same shall not be opened/operated.

(viii) Forfeiture of Performance Security in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Buyer will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (viii) of this Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 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 Independent External Monitor(s) appointed for the purposes of this Pact.

7.0 Fall Clause - Deleted

8.0 Independent External Monitors

8.1 The Buyer has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission.

8.2 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.

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

- 8.4** 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 right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.
- 8.5** As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform THE DIRECTOR, Indira Gandhi Rashtriya Uran Akademi and request IGRUA to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit recommendations, these recommendations would be in the nature of advice would not be legally binding. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6** The Bidder accepts that the Monitor has the right to access without restriction, to all Project documentation of the Buyer including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Subcontractor(s) with confidentiality.
- 8.7** The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the project, provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.
- 8.8** The Monitor will submit a written report to the THE DIRECTOR, Indira Gandhi Rashtriya Uran Akademi 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.
- 8.9** The word "Monitor" would include both singular and plural.

9.0 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 and documents in English and shall extend all possible help for the purpose of such examination.

10.0 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Buyer, i.e. Fursatganj, Rae Bareli. The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

11.0 Other Legal Actions

11.1 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 extant law in force relating to any civil or criminal proceedings.

11.2 Changes and supplements as well as termination notice need to be made in writing.

11.3 If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture.

12.0 Validity

- 12.1** The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, including warranty period & Defect Liability period as the case may be, 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.
- 12.2** Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

Buyer	Bidder/ Contractor
Name of the Officer	(Authorised Person)
Designation	(Name of the Person)
	Designation
Place	Place
Date_ _	Date

13.0

Witness1._	Witness1.
(Name and address)	(Name and address)
2.	2.
(Name and address)	(Name and address)

The Parties hereby sign this Integrity Pact as part of the contract
 at..... on..... and parties concerned are
 bound by it provisions.