



# Government of Andhra Pradesh

**NOTICE INVITING  
EXPRESSION OF INTEREST (EOI)  
FOR  
EMPANELMENT OF  
Mine Surveying Agencies (MSA)  
FOR  
CARRYING OUT  
DGPS – Total Station Survey Work(S)**

**Department of Mines & Geology, Government of Andhra Pradesh**

5<sup>th</sup> Floors, B-Block  
Sri Anjaneya Towers,  
Ibrahimpattanam, Krishna District, A.P.- 521456  
Ph: 0866-2882170, e-mail: [dmgap@ap.gov.in](mailto:dmgap@ap.gov.in)

**(Ref No. 1153/P/2014 dated 07-07-2017)**

**Last date for submission of the Bid : 24-7-2017, 1500 hrs**

# 1 BACKGROUND

Department of Mines and Geology (DMG) is mainly concerned with development and regulation of mines and quarries in the State of Andhra Pradesh to the extent provided in the Mines and Minerals (Development & Regulation) Act and Rules there under, including issues concerning regulation and development of minerals in the State and matters connected therewith or included thereto.

Andhra Pradesh is one among the ten mineral rich States in the country. With the increasing demand from manufacturing sector, mineral production has assumed significant importance as a key input in the industrial growth. This has led to multi-fold growth of various activities associated with mining sector such as exploration, prospecting and mining. Mineral administration in the State includes promotion of mineral conservation with zero waste mining as well as regulation of mineral production and trade.

## 2 INTENT OF INVITING APPLICATIONS

Department of Mines and Geology, Andhra Pradesh invites sealed application on attached format from organization/ agency/ individuals for Empanelment of Agencies for DGPS-Total Station Survey for:

- a) Mining Lease map / Prospecting License map showing the area/areas with details on a cadastral map with the Khasra numbers / Survey Nos. for mining lease / prospecting license, granted by the state governments under Act and Rules made there-under, a basic requirement which is to be enclosed alongwith the Mining Plan / Scheme of Mining / Progressive Mine Closure Plan and Scheme of Prospecting, as per the Indian Bureau of Mines Circular No 2/2010, dated 06/04/2010.

Empaneled agencies will be on DMG's panel for carrying out DGPS works in the State. This will enable the DMG to seek the services from the empanelled agencies by giving very short time notice. On empanelment, whenever need arises, for the specific requirement or specific scope of work, Limited tender enquiry (LTE) shall be floated among the Empanelled agencies. Acceptance of bids, evaluation of offers received and placement of order will be as per the terms and conditions laid down in the Limited tender enquiry (LTE). The empanelled agencies shall be required to submit Tender / Document fee, EMD and SD as per the terms laid down in LTE.

## 3 Validity of Empanelled Agency

The empanelment shall be valid for three years and after that renewal may be considered

on the basis of performance.

## 4 SCOPE OF WORK

The scope of work includes –

- i. “Empanelment of Agencies for DGPS-Total Station Survey and Demarcation in the State of Andhra Pradesh”
- ii. Acquisition of certified copies Khata/Khashra and Village Maps will be responsibilities of Tenderer.
- iii. Acquisition of GTS Points and RL from Survey of India will be the sole responsibility of the Tenderer.
- iv. Acquisition of Satellite Imageries will be the sole responsibility of the Tenderer.
- v. The Survey Agency shall be responsible for the accuracy of the data collected during Survey.
- vi. Co-ordinates of the Boundary Pillars shall be established in the world Geodetic System, 1984 (WGS-84) datum.
- vii. Reports of this work have to be submitted in hard as well soft copy in desired format of DMG.
- viii. First draft copy of the report shall be submitted to DMG, then after the approval of the Draft copy final report shall be submitted in four copies with all text, maps, all enclosures and calculation sheet.
- ix. The copy right of this report will be solely of DMG. No part of the report can be used in any format without proper & prior permission of the DMG.
- x. Tenderer will have to fix RCC Permanent boundary pillars on ground after completion of DGPS-Total Station Survey and Demarcation in following manner:-
  - a) Each Boundary Pillar shall be Surveyed using DGPS at least 2 hour observation for its ground position.
  - b) The minimum distance between two successive pillars should not be more than 50 meters.
  - c) The Pillar shall be square pyramid frustum shaped above the surface and cuboid shaped below the surface. Each pillar shall be of Reinforced Cement Concrete (RCC). The corner pillar shall have a base of 0.30m X 0.30m and height of 1.30m of which 0.70m shall be above ground level 0.60m below the ground.
  - d) The intermediate pillars shall have a base of 0.25m X 0.25m and height of 1.00m of which 0.70m shall be above the ground level and 0.30m below the ground level.
  - e) All the pillars shall be painted in yellow colour and the top ten centimetres in red colour by enamel paint and shall be grouted with the cement concrete.
  - f) The tip of all the corner boundary pillars shall be a square of 15 centimetres on which a permanent circle of 10 centimetres diameter shall be drawn by point engraved and the actual boundary points shall be intersection of two diameters drawn at 90°.
  - g) Distance and bearing to the forward and backward pillars and latitudes and longitude

shall be marked on the pillars.

**Other Responsibilities of the Selected Applicant:**

- i. The project work will be under the supervision and control of DMG, Andhra Pradesh.
- ii. The selected firm/firms will identify and nominate the representative(s) of their respective organization in carrying out the project successfully who will act as the Project Leader from the firm's side.
- iii. The firm/firms shall be responsible for any modification and the related costs if the output product does not (a) comply with the specification as per its proposal or (b) rejected by DMG, Andhra Pradesh. Such modification work shall not exceed three weeks from the date of notification and shall adhere to the time schedule specified in the award or as may be mutually agreed upon.
- iv. The firm/firms shall not reveal, give or sale the output/project information to any other party except than DMG, Andhra Pradesh. The cost of such modification/modifications will be borne by the firm/firms.
- v. The firm/firms shall make available softcopies of all output/data base to DMG, Andhra Pradesh.
- vi. The firm shall/may be required to do all such things as shall be necessary to supply all the technical data and information and technical assistance in respect of the project before its implementation at the request of DMG, Andhra Pradesh.

**Proprietary Rights:**

- i. The survey output will be proprietary rights of DMG, Andhra Pradesh.
- ii. The firm/firms will keep the documents which contain or related to the development results for reference until such documents are delivered to DMG, Andhra Pradesh and shall promptly provide DMG, Andhra Pradesh with replacements thereof in case of loss or damage thereto. The firm/firms assume(s) liability for damages which are caused by the service/project before the same are handed over to DMG, Andhra Pradesh.
- iii. DMG, Andhra Pradesh represents and warrants that it has sufficient power, right and authority to enter into agreement and undertake the obligations set forth in the agreement.

**Technology Transfer**

- i. The firm/firms shall transfer the technology from the very beginning of starting of work till completion.

## 5 Applicants Information

(To be submitted in Applicant's letter head)

1. Name of the Applicant
2. Name of the firm
3. Address of the Firm with e-mail, mobile details:
4. Registration & incorporation particulars of the firm (with certified Copies):
5. Principal place of business
6. Sales Tax Registration Details (with Certified Copies)
7. Name, address and contact nos. of Directors and Principal office
8. Power of attorney for the authorized signatory for submission of bid.
9. Name of the contact person  
designation  
address  
telephone  
fax  
email
10. Bank details for RTGS/NEFT.

I/ We hereby declare that the information furnished above is true and correct.

Place:

Date:

Signature & Seal of the Applicant

## 6 Financial Details of the Company

	FY 2014-15	FY 2015-16	FY 2016-17
Revenue (INR Lakhs)			
Profit Before Tax			
Supporting Document	a) Auditor Certified financial statements for the last three financial years; 2014-15, 2015-16, and 2016-17 b) Unaudited financial statements certified by the Company auditor for the latest year (2016-17) (in case the auditor certified statement for 2016-17 is not available)		

## 7 Experience of Applicant in Survey and Demarcation work with DGPS and Total Station

For being considered, the Agencies shall meet the following minimum qualification criteria:

- a) The applicant shall be a Legal entity / Registered firm under the Companies Act/ Partnership Act

b) Experience :

Experience/ Criteria	Tenderer's Experience
<p>a) During the last <b>10 years</b>, the applicant should have successfully completed at-least <b>10 projects/works</b> of DGPS – Total Station Survey and Demarcation of any mineral bearing area.</p> <p>b) Applicant shall submit soft copy of work order and completion certificate</p> <p>c) Total Cost of the projects/works completed shall not be less than Rs 50 Lakhs</p> <p>d) Applicant should submit a list of completed submitted DGPS-Total Station Survey and Demarcation report.</p> <p>e) Applicant should submit the procedure/methodology and technology used for DGPS-Total Station Survey and Demarcation works completed for mineral sectors.</p>	

**Supporting Documents:**

The above information must be supported by essential documentary evidences including work orders and completion certificates duly certified by the assignee.

## 8 Technical Resources of the Applicant

- 1 Applicant shall have own at least 10 DGPS and 5 Total Station.
- 2 Applicant shall submit list of DGPS and Total Station owned by the Company/Agencies/Individual.
- 3 Applicant shall have experienced in-house team of technical staffs i.e. 2 Geologists, 2 Mining Engineers, 5 Surveyors and Supporting Manpower to carry DGPS – Total Station Survey and demarcation Work
- 4 Applicant shall submit details of software used by Company for DGPS and Total Station Survey and Demarcation.
- 5 Output of DGPS data/Total Station Data shall be compatible to all the GIS software's in useable entire formats.

- 6 The agency shall have equipment for Remote Sensing Software and GIS software with printer, scanner and all the other related equipment and software with well-established workshop for map and report preparation.
- 7 Applicant shall submit the CV of all human resource engaged by the Company/Agencies/Individual.
- 8 The applicant shall have an average annual turnover of **more than Rs. 20 Lakhs** during the last three financial years i.e. 2013 -14, 2014-15 and 2016-17.

## 9 General Terms and Condition

- 1 Applicant will be requested to give presentation of their work, procedure and experiences of performing DGPS-Total Station Survey Demarcation of Mineral Block before Technical Committee on informed date.
- 2 The date of Technical presentation will be informed later
- 3 Selected Applicant will be asked for submission of Financial Bid on the later stage.
- 4 The empanelment will be valid for three years from the date of deposit of security money as mentioned below:

The selected firms will be required to deposit an amount of Rs. 50,000/- (Rupees fifty thousand only) in the form of Bank Guarantee issued by any Nationalized bank in favour of Director, Department of Mines & Geology, Government of Andhra Pradesh, Ibrahimpatnam. This will be an interest free refundable deposit. In case of deviation of agreed terms & conditions, the security deposit will be forfeited. In case the firm/firms want(s) to withdraw themselves from the Empanelment list, the security deposit may be refunded to the firm/firms after deducting receivables of DMG, Andhra Pradesh if any. Security deposit shall be refunded on expiry of validity period unless renewed by DMG, Andhra Pradesh. In case work order is issued and the firm/Agency does not complete the work, the Security deposit shall be forfeited, provided situation on work site is proved to be beyond the control of the agency/firm and same is acceptable by the competent authority then this condition shall be waived. DMG, Andhra Pradesh will evolve a rate contract through invitation of offers from empanelled vendors. Work shall be distributed to vendors/among vendors depending upon their capabilities and urgency of the Department. The decision of DMG, Andhra Pradesh in this regard shall be final. However, for execution of any complex project, DMG, Andhra Pradesh will select and invite firms from the empanelment list based on their suitability and capability matching the scope of the same project to participate in the tender for the project. The techno-commercial bids of the selected empanelled firms will be evaluated by the technical as well purchase committee of DMG, Andhra Pradesh. The L1 price offered by the firms through tender process shall be allotted the work to

be execute. DMG, Andhra Pradesh, reserves the right to executive the job-work through any other firm/firms of its choice. All disputes shall be settled within the territorial Jurisdiction of the Hon'ble High Court of Andhra Pradesh only.

## 10 REGISTRATION FEE

A non-refundable registration fee of Rs 10,000/- to be paid either in Bank Demand Draft/ Pay Order in favour of the Director, Department of Mines and Geology, Government of Andhra Pradesh Payable at Ibrahimpatnam, Vijayawada along with the duly filled application..

## 11 INFORMATION TO BE SUBMITTED BY APPLICANT

Applicants are required to submit following details and documentary evidence towards fulfilment of pre – qualification criteria:

- i) Application document Fee of Rs. 10,000/- in the form of Demand Draft/Pay order.
- ii) Details required in Clause 5, Clause 6, Clause 7 and Clause 8 in agencies/companies letter head along with signature of the applicant
- iii) Letter of undertaking in format as at Annexure – I.
- ix) Integrity Pact duly signed by the applicant

All the above prescribed documents duly signed by authorized signatory with official seal shall be kept in an envelope and super – scribed as “**EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF AGENCIES FOR CARRYING OUT DGPS – Total Station Survey Work(S)**” and addressed to:

The Director,  
Department of Mines & Geology,  
5th Floor, B-Block, Sri Anjaneya Towers,  
Ibrahimpatnam, Krishna District, A.P.- 521456  
Ph: 0866-2882170, e-mail: [dmgap@ap.gov.in](mailto:dmgap@ap.gov.in)

Last date for submission of the Bid in complete is 24-07-2017, 1500 hrs

## 12 INSTRUCTION TO APPLICANTS

- i. The applicant shall apply for all categories of works as per the scope of work.
- ii. DMG reserves the rights to curtail or modify any items indicated against Scope of work



and Qualification criteria of the EoI notice during the tender enquiry.

- iii. No Joint venture or Consortium of firms shall be allowed and the Applicants should meet the above criteria by themselves.
- iv. The past experience in similar works should be supported by certificates or equivalent. In case the work experience of other than Govt. /Semi Govt. / PSUs, the completion certificate shall be supported with copies of Work order issued by owner for the work executed duly certified.
- v. All the applications received, will be evaluated on the basis of information and documents provided by the agency. In case the agency is not found suitable, its bids shall not be considered.
- vi. All information called for in the enclosed forms should be furnished against the relevant columns. If information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a "NIL" or "NO SUCH CASE" entry should be made in that column. If any particulars / query are not applicable in case of the applicant, it should be stated as "not applicable". The applicants are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the applicant being rejected.
- vii. The application should sign and stamp each page of the application. Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialling, dating and rewriting.
- viii. The applicant may furnish any additional information which (s)he thinks is necessary to establish her/his capabilities to successfully complete the works. The applicants are however, advised not to furnish superfluous information. No information shall be entertained after submission of pre-qualification documents unless it is called for by DMG.

### 13 DECISION MAKING AUTHORITY

DMG reserves the right to modify the eligibility criteria, to decide on cut-off date of implementation, to accept or reject any application, to annul the PRE-QUALIFICATION process, to reject all applications or accept new applications at any time, without assigning any reason or incurring any liability to the applicants. This empanelment shall not be binding on DMG for any liability till the award of contract.

## 14 TIME LINES

<u>Event Description</u>	<u>Time &amp; Date</u>
a. Pre- EoI Meeting	14.00 Hrs on 17-07-2017
b. Submission of application	15.00 Hrs on 24-07-2017
c. Opening of applications	16.00 Hrs on 24-07-2017

## 15 Pre-EoI MEETING

A Meeting will be scheduled to clarify the queries of applicants on 17-07-2017 at 14:00 Hours at 6th Floor, B-Block, Sri Anjaneya Towers, Ibrahimpatnam, Vijayawada, Krishna District, A.P.- 521456. However, meeting will only be for clarifications and no change/deviation in EoI will be permitted.

## 16 SIGNING AUTHORITY

A person signing the bid or any documents forming part thereof on behalf of the applicants shall be deemed to warrant that he has the requisite authority to sign such document. A Copy of Power of Attorney for the authorized signatory for signing of bid shall be submitted along with bid. If, subsequently it is revealed that the person so signing has no authority to do so, DMG may, without prejudice to any other civil and criminal remedies, cancel the empanelment and hold the signatory liable for all costs and damages.

## 17 VALIDITY

The applications submitted should be valid for minimum of 180 (one hundred and eighty) days from the date of opening. Tenders with inadequate validity will be rejected.

## 18 CONFIDENTIALITY

All the information, in any form, provided by the Company to the Agency and vice-versa in connection with future tenders shall be kept "Strictly Confidential" by the applicant.

## 19 INTEGRITY PACT

Empanelled applicants shall execute Integrity Pact Agreement with DMG as per the Integrity Pact Agreement as per ANNEXURE-VI. The following Independent External Monitor (IEM) is nominated for the above work.

1. Representative from Survey and Land Record Dept., Govt of Andhra Pradesh

2. Representative from M/s APMDC

## 20 CONTACT ADDRESS FOR FURTHER INFORMATION

Any clarification / request for further information regarding this EoI should be directed to the following address:

G Srinivasa Chowdary,  
Deputy Director (Mines)  
Department of Mines & Geology,  
5th Floor, B-Block, Sri Anjaneya Towers,  
Ibrahimpattanam, Krishna District, A.P. - 521456  
Ph: +91 9100688811, e-mail: gs.chowdary@ap.gov.in

**LETTER OF UNDERTAKING**

(To be submitted in Applicant's letter head)

From:

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To,

The Director

Department of Mines & Geology,

5th Floor, B-Block, Sri Anjaneya Towers,

Ibrahimpattanam, Krishna District, A.P.- 521456

Ph: 0866-2882170, e-mail: dmgap@ap.gov.in

Sir,

We..... have read the terms and conditions and other documents for EoI, Ref No. 1153/P/2014 dated 07-07-2017, for empanelment of agencies for carrying out Total Station - DGPS Survey works in Andhra Pradesh. We hereby submit our qualification and relevant documents.

1. We hereby certify that all the statements made and information supplied in the EoI Document and accompanying statements are true and correct.
2. We have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
3. We have submitted the requisite performance reports and authorize the Department of Mines & Geology, Government of Andhra Pradesh or their representatives to approach individuals, employers, firms and corporations to verify our submittals, competency and Rate reputation.

4. We hereby confirm that we have read and understood all the stipulations given in this prequalification documents and the decision of DMG with regard to our prequalification shall be final and binding on us.
  
5. We have submitted the certificates in support of our meeting the minimum qualifying criteria of completed work(s) for having successfully completed the following works:

Yours faithfully,

\_\_\_\_\_

Enclosures:

Date:

Place:

**INTEGRITY PACT**

THIS AGREEMENT is entered into between the following Parties:

**Department of Mines & Geology, Andhra Pradesh**, hereinafter referred to as “**The Principal**”,

AND

**NAME & ADDRESS OF THE PARTY**

.....

.....

hereinafter referred to as “ **Empanelled Agency**”

**Preamble**

The Principal intends to award a contract, following its laid-down organizational procedures, for fixing of **Expression of Interest (Eoi) Eoi, Ref No. 1153/P/2014 dated 07-07-2017, for EMPANAELEMENT OF SURVEY AGENCIES FOR CARRYING OUT MINERAL TOTAL STATION AND DGPS SURVEY WORK.** The Principal values full compliance with all relevant laws and regulations and the principles of fairness and transparency in its relations with its Tenderer(s) and /or Empanelled Agency(s).

**IT IS AGREED AS FOLLOWS:**

**Definitions:**

a) “**Principal**” means Department of Mines & Geology, Government of Andhra Pradesh, having their head office at Department of Mines & Geology, 5th Floor, B-Block., Sri Anjaneya Towers, Ibrahimpatnam, Krishna District, A.P.- 521456, Ph: 0866-2882170, e-mail: dmgap@ap.gov.in and includes their successors.

b) “**Tenderer**” means the person, firm or company submitting a application against the Eoi and includes his/ its/ their staff, consultants, parent and associate and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers, heirs, executors, administrators, representatives, successors.

c) “**Empanelled Agencies**” means the Tenderer whose tender has been accepted by the principal or Company whose tender has been accepted and shall be deemed to include his/ its/ their successors, representatives, heirs, executors and administrators unless excluded by the Contract.

d) "**Party**" means a signatory to this agreement.

e)“**Contract**” means the contract entered into between the Principal and Tenderer/Empanelled Agency for the execution of work mentioned in the preamble above.

### **Commitments of the Parties**

#### **Section 1 - Commitments of the Principal:-**

The Principal commits itself to take all measures necessary to prevent corruption (inducement to violate duty assigned to its employees) and to observe the following principles;

- i) No employee of the Principal, personally or through family members or any third person, will in connection with all stages of tendering or the execution of Contract, demand or take a promise, or accept, for him/herself or any third person, any material or non-material benefit which he/she is not legally entitled to;
- ii) The Principal will, during the tender process, treat all Tenderers with equity and reason. The Principal will in particular, before and during the tender process, provide to all Tenderers the same information and will not provide to any Tenderer any information/ clarification through which the Tenderer could obtain an advantage in relation to the tender process or the Contract execution;
- iii) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-corruption Laws of India/ guidelines of Govt. / guidelines of CVC/ guidelines of Principal, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.
- iv) If the Principal obtains information of conduct of a mine owner, contractor or sub-contractor or of an employee or a representative or an associate of a mine owner,

contractor or sub-contractor, which constitutes corruption, or if the Principal has a substantive suspicion in this regard, the Principal will inform the Vigilance Department of the principal.

## **Section 2 - Commitments of the Tenderer(s)/Empanelled Agency(s):-**

2.1 The Tenderer /Empanelled Agency commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the Contract execution;

- i) The Tenderer / Empanelled Agency will not directly or through any other person(s) or firm, offer, promise or give to the Principal, or to any of the Principal's employees involved in the tender process or the execution of the Contract or to any third person any material or immaterial benefit which he / she is not legally entitled to in order to obtain, in exchange, an advantage during the tender process or to vitiate the Principal's tender process or the execution of the Contract.
- ii) The Tenderer / Empanelled Agency will not enter with other Tenderers into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to vitiate the Principal's tender process or the execution of the Contract.
- iii) The Tenderer / Empanelled Agency will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Tenderer / Empanelled Agency will not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- iv) The Tenderer / Empanelled Agency of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Tenderer / Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- v) The Tenderer / Empanelled Agency will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.



- vi) The Tenderer / Empanelled Agency will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## 2.2 Obligation to Ensure Compliance

- i) Each Party will take all reasonable steps to ensure that the provisions of this agreement which are binding on it are complied with by all of its staff, consultants, parent and associated and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers.
- ii) Each Party will appoint an appropriate senior manager with responsibility for ensuring that the provisions of this agreement are complied with.

## **Section 3 - Disqualification from tender process and exclusion from future contracts**

- i) If the Tenderer, before empanelment, has committed a transgression through violation of any of the terms under section 2 above or in any other form such as to put his reliability or credibility as Tenderer into question, the Principal is entitled to disqualify the Tenderer from the tender process or to terminate the Contract, if already signed, for such reason.
- ii) If the Tenderer / Empanelled Agency has committed a transgression through a violation of any of the terms under section 2 above or in any other form such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Tenderer / Empanelled Agency from future Contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer / Empanelled Agency and the amount of the damage. The exclusion will be imposed for a minimum of six (6) months and a maximum of three (3) years.
- iii) If the Tenderer / Empanelled Agency can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion before the expiry of the period of such exclusion.

- iv) A transgression is considered to have occurred if, in light of all available evidence, a reasonable doubt is possible.

#### **SECTION 4 - Compensation for Damages**

- i) If the Principal has disqualified the Tenderer from the tender process prior to the award according to Section 3 above, the Earnest Money Deposit (EMD) furnished, if any, along with the offer as per the terms of the Invitation to Tender (ITT) shall be forfeited. This is apart from the disqualification of the Tenderer as may be imposed by the Principal as brought out at section 3 above.
- ii) If the Principal has terminated the Contract according to Section 3 above, or if the Principal is entitled to terminate the Contract according to section 3 above, the EMD/Security Deposit furnished by the contractor, if any, as per the terms of the ITT/Contract shall be forfeited. This is apart from the disqualification of the Tenderer, as may be imposed by the Principal, as brought out at section 3 above.

#### **SECTION 5 - Previous Transgression**

- i) The Tenderer hereby declares that no previous transgressions with respect to provisions of Integrity pact occurred in the last three (3) years with any other Company in any country or with any other Public Sector Enterprise in India and, as such, there is no case for his exclusion from the tender process.
- ii) The Tenderer hereby agrees that if he has made/makes incorrect statement in regard to this aspect, he can be disqualified from the tender process or the Contract, if already awarded, can be terminated for that reason.

#### **SECTION 7- Breaches of this Agreement**

In the event that any Party believes that there is PRIMA FACIE evidence that there has been a failure by a Party to comply with any provision of this agreement, such Party will take the following actions:

- i) It will report full details of such suspected non-compliance to the Chief Executives of each of the Parties.
- ii) If any such non-compliance has been carried out, or assisted by an individual who is a member of a professional association, and such non-compliance may constitute a breach of any disciplinary code of such professional association,

such Party may report such matter to the professional association.

- iii) If such non-compliance may constitute a criminal offence, either in the country in which the Contract is being carried out, or in the home country of the organization or individual which carried out or assisted such non-compliance, such Party may report such matter to the appropriate criminal authorities in those territories.
- iv) In the event that any Party breaches any provision of this agreement, the other Parties may, in addition to the rights under this agreement, claim damages against the defaulting Party, and exercise any other rights they may have against the defaulting Party.
- v) The Parties will take appropriate disciplinary or enforcement action against any of their staff, consultants, parent and associated and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers who cause or assist in any breach of any provision of this agreement.

#### **SECTION 8 - Duration of Agreement**

- i) This agreement comes into force as soon as it has been signed by all the Parties have signed it. It cannot be terminated or varied except by the written agreement of all the Parties.

#### **SECTION 9 - Other Provisions**

- i) The Principal will disqualify from the tender process all Tenderers who do not sign this Pact or violate its provisions.
- ii) This agreement is subject to Indian law. Place of performance and jurisdiction is the corporate office of the Principal. In case of any dispute, the Hon'ble High Court of Andhra Pradesh only shall have jurisdiction.
- iii) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- iv) Addresses along with other relevant details of the Chief Executives of the Parties are as given under;

Director/ Joint Director, 5th Floor, B-Block, Sri Anjaneya Towers,	Ph:0866-2882170,e-mail:
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Ibrahimpatnam, Krishna District, A.P.- 52145 Ph: 0866-2882170, e-mail: dmgap@ap.gov.in	Fax: dmgap@ap.gov.in
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 For the Principal

For the Tenderer/ Consultant

Place.....

Place.....

Date .....

Date .....

Witness 1:  
 (Name & address)

Witness 1:  
 (Name & address)

Witness 2:  
 (Name & address)

Witness 2:  
 (Name & address)

.....