



**Corporate Projects & Planning
ITI Limited
ITI Bhavan, Dooravani Nagar,
Bengaluru- 560016.
CIN No: L32202KA1950GOI000640**

EOI for Selection of the “ENTERPRISE MANUFACTURING & BUSINESS ALLIANCE” [EMBA]

Ref: Corp/ PP/EMBA/20-21/02

Date: 13/10/2020

Sub: To become a Business Alliance (BA) for tie-up with ITI Ltd. for various Enterprising Manufacturing and Business activities to build Telecom and IT Solutions and Infrastructure for Government and Private Enterprises in India and Abroad.

ITI Limited, the Country’s premier Telecom Company, Multi-Unit Central Public Sector Undertaking equipped with state-of-the-art manufacturing facilities in the field of Electronics and IT, wants to extend this advantage to newer heights of Make in India initiative with various other benefits due to its inherent strength in Telecom Industry.

ITI has also emerged as the country’s leading total turnkey solutions provider in comprehensive Telecom and IT segment. It offers complete range of ICT/ITeS products and services covering the whole spectrum of New Generation Switching, Transmission, Access and Subscriber premises equipment. In line with the prevailing technology trends, ITI wants to make new strides in various fields of IoT and to engage itself in manufacture of world class new generation equipment including latest IoT Technologies and customized solutions.

Accordingly, ITI LTD. invites strategic Tie-ups with the renowned Indian Companies having their presence in India and offshore and are interested to get associated with ITI to consider ITI as their Manufacturing and Business Alliance Partner for evolving products and services by way of creating synergy through development of equipment and solutions to the needs of customer in India and abroad. This association will include Hardware, Software, Networking equipment along with the exchange of technical and professional expertise related with vast horizon of upcoming opportunities in Telecom and IT. This alliance is aimed at synergising the strength of both the entities to serve the end customer better and faster.

The Business Alliance Company (Company) and ITI jointly build a framework for collaboration to explore business opportunities with PSU’s including BSNL, MTNL and other Central Govt. & PPP-MII initiatives. This may cover collaboration and joint pursuit for Telecom and IT systems.

The major list of the ITI Telecom products and Services is as follows which keeps growing with passing times:

- a) Data Centre and Cloud Services.
- b) Electronics Manufacturing Services
- c) Optical Fibre Manufacturing
- d) OFC Duct Manufacturing
- e) Smart Energy Meter Manufacturing
- f) Solar Panel Manufacturing
- g) GPON Manufacturing
- h) Various Hygiene and Health related products.
- i) Wi-Fi Equipment Manufacturing
- j) Smart Cards.
- k) 3D Printing
- l) Component Screening
- m) Micro PC's

Important Dates

S. No.	Title	Description
i	Title of the EOI	EOI for Selection of the “ENTERPRISE MANUFACTURING & BUSINESS ALLIANCE” [EMBA]
ii	Downloading of the EOI Document/s from ITI's website	13-10-2020
iii	Last Date & Time of Submission of Proposal	28-10-2020 11:00 Hrs
iv	Date & Time of opening of Proposals	28-10-2020 15:30 Hrs

Salient points regarding eligibility conditions, documents and information required are given below:

1. Eligibility Conditions:

- 1.1. The applicant company must have been registered & incorporated under the Indian Companies Act, 1956 or 2013 and should be in the business of design/manufacture/ /sales/support of Carrier Grade Products. They should have local spares and repairs facilities. It is mandatory that the applicant should have a registered office in India for at least last 3

years prior to the date of submission of proposal. Companies that have not completed 3 years of establishment in India may not propose for this EOI.

- 1.2. The company should have a minimum Average Annual Turnover of INR 100 Crore (Rs. One Hundred Crores) during last three financial years in the field of Communication and IT Related Business. The company will have to submit a Turnover certificate from the company's Auditors / CA to this effect, clearly stating the turnover from sale of IT/Telecom, Products & Services during each of these three years. The total turnover however, can be met from both Indian and Foreign Operations.
- 1.3. Bidder should be an Original Design Manufacturer (ODM) or Original Equipment Manufacturer (OEM) for 4G LTE Access and Core system. The Source Software Code creation and product design to be done in India and the commercial benefits from Global sales accrue to Indian company. The IPR to be registered in India and in the name of the bidder to address PPP-MII latest guidelines. Self-declaration may be submitted for this.
- 1.4. The Bidder should have successfully deployed Wireless LTE-4G system to minimum 2 customers globally. (Customer reference may be provided)
- 1.5. Bidder should have its R&D Facility in India with at least 50 R&D engineers on its Roll. Self-declaration may be submitted for this.
- 1.6. The products/solutions to be compliant to the latest PPP-MII guidelines. Please provide Self Declaration
- 1.7. The period of non-exclusive Agreement will be for Three years initially from the date of signing the MOU, which may be extended further after mutual acceptance and agreement. However, various commercial agreements will be signed for specific projects with attendant Terms & Conditions mutually agreeable by the strategic partners after following due procedures of ITI Ltd. as per the business needs and requirements of the end customer.
- 1.8. The Bank Guarantee/Corporate Guarantee(s) as the case may be, would be required at the time of signing of agreement for specific project, depending on the volume and type of business and the decision on the front bidder and liabilities attached thereto.

2. List of documents to be submitted as part of the proposal:

- 2.1. A copy of the Memorandum of association and Articles of Association of the Company.
- 2.2. List of Directors / CEO / COO including their name (s) and address(s) Director Identification Number [DIN] of all the Directors. Corporate Identity Number [CIN].
- 2.3. Certified copy of the Board's / Management's Resolution authorizing the official to sign the MOU.

- 2.4. A printed copy of the latest Annual Report. In case the printed copy is not available, Xerox copy of the same duly certified by the Company Secretary / Director / Managing Director / Partner of the Company.
- 2.5. Turnover certificate from the company's Auditors / CA mentioning the field of business for the turnover as required under the eligibility conditions.
- 2.6. Contact details i.e. Name, email-id, phone no, mobile no, fax no. of responsible person for liaison in this matter.

3. Company will submit the following information: -

- 3.1 Field of Expertise and proposed bouquet of Products and Services for business alliance and tie up with ITI.
- 3.2 Details of the Locations/Sites of Manufacturing/Operations.
- 3.3 Office(s) locations Registered office(s). Points of Presence in India & Overseas.
- 3.4 Clients' list w.r.t. Government Departments and other Major Customers served for IT/Telecom Products & other similar Services.
- 3.5 Any other relevant information.
- 3.6 Bidder's Profile as per Annexure-I**
- 3.7 Self-certified checklist as per **Annexure-II**.
- 3.8 A pre integrity pact as per the enclosed format at **Annexure-III**.

4. General Terms and Conditions: -

- 4.1 The Manufacturing & Business Alliance will have to sign an MOU for three years. Specific commercial agreements may be signed based on the Business projects to be taken up thereafter.
- 4.2 This Business Alliance is to tie-up non-exclusively by ITI for various Telecom, IT and Electronics Manufacturing related activities, to build Total Solutions / Offerings for Government, Public Sectors and Private Enterprise customers.
- 4.3 This Business Alliance will explore to work for global business.
- 4.4 Renewal or continuance of the MOU will be based on the performance of the Business Alliance and as per prevailing policy of ITI at that time.

- 4.5 This Alliance policy would be Open Ended and the proposals received would be scrutinised by a standing committee for this purpose and the acceptance of proposals/requests from perspective alliances for entering into MoU would be at sole discretion of ITI Ltd and as per its policy of business. ITI Ltd would not be under any obligation to justify its stand of accepting or rejecting any or all the proposals received by it and may not enter into any correspondence in this regard.
- 4.6 The MOU and other documents of this alliance should not be used by any party as a document of eligibility for any other opportunities without the written consent of the other party

5. Status of Existing Business Agreements:

- 5.1 As explained in the preamble, this strategic alliance would be non-exclusive and is aimed to leverage the domain expertise and strategic position in the Industry to garner maximum business either as a front runner or as a support associate to provide IT automation and Telecom solutions as per the need and demand of the end customer. This initiative to have a strategic MoU is poised to transform into a platform of opportunities harnessing the potential of each entity through this understanding, of course, without any commercial or legal commitment at this juncture and actual relevant business transaction agreements may be done centrally or for respective manufacturing and business units of ITI within the ambit of umbrella MoU through this engagement.
- 5.2 The methodology of choosing the alliance before going to business would be based on the quantitative and qualitative business assessment amongst Business Alliances. The comparative bidding may also be resorted to if more Alliance partners are available for the same product, service and experience.
- 5.3 The proposed strategic alliance or MoUs entered in result thereto, would have no impact at all what so ever, on the ongoing business being done in various formats and agreements in different forms and in different business streams with various organisations and individuals in ITI unless specifically mentioned so.

6. Submission of Proposal:

- 6.1 Interested and eligible Companies, having wide repertoire of Information Technology Services and Telecom Network products and Infrastructure & Services, such as: Network Planning, Design, Engineering, Rollout, Testing, Operations, Software Development/ Customization/ Installation/Maintenance with expertise in Provision of Software Design, 4G LTE Access and Core System/OSS/BSS/CRM may send in their proposals along with all the requisite Documents as per conditions above, on any working day .

The sealed envelopes of technical bid document mentioning **“EOI for selection of ENTERPRISE MANUFACTURING & BUSINESS ALLIANCE [EMBA] dated 13-10-2020”** and to be submitted to :

**The GM (Project & Planning), ITI Limited,
ITI Bhawan, Dooravani Nagar,
Bengaluru- 560016.
Telephone: (080) 25617490
Email ID : sasik_crp@itilttd.co.in
<http://www.itilttd.in/>**

- 6.2 The Bidders should give Clause by clause compliance (as per checklist at Annexure-II of EOI).
- 6.3 Consortium bids are not allowed.
- 6.4 Disclaimer: ITI and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI and/or any of its officers, employees.
- 6.5 ITI reserves the right to suspend or cancel the Eoi process at any stage, to accept, or reject any, or all offers at any stage of the process and / or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever.
- 6.6 Accessibility of EOI Document: Complete Eoi document with terms and conditions is provided in the following websites:
- (i) <https://www.itilttd.in/>
- (ii) <http://eprocure.gov.in/>

Bidders Profile

1	Name and address of the company			
2	ITI EOI Name			
3	ITI EOI Reference			
4	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site)			
5	Area of business			
6	Annual Turnover for 3 financial years (Rs. in Cr)	2017-18	2018-19	2019-20
7	Date of Incorporation			
8	GST Registration number			
9	PAN Number			
10	Number of manpower in company's rolls			
	(i) Technical (ii) R&D			

CHECKLIST

Sr. No.	Requirements	Compliance (Y/N)
a.	Company Profile	
b.	Certificate of Incorporation	
c.	Memorandum & Articles of Association	
d.	Audited financial statements for the last 3 years (2017-18, 2018-19 and 2019-20).	
e.	A printed copy of the latest Annual Report. In case the printed copy is not available, Xerox copy of the same duly certified by the Company Secretary / Director / Managing Director / Partner of the Company.	
f.	Auditors Net worth certificate (2017-18 , 2018-19 and 2019-20).	
g.	Bidder should be an Original Design Manufacturer (ODM) or Original Equipment Manufacturer (OEM) for 4G LTE Access and Core system. The Source Software Code creation and product design to be done in India and the commercial benefits from Global sales accrue to Indian company. The IPR to be registered in India and in the name of the bidder to address PPP-MII latest guidelines. Self-declaration may be submitted for this.	
h.	The Bidder should have successfully deployed Wireless LTE-4G system to minimum 2 customers globally. (Customer reference may be provided)	
i.	Bidder should have its R&D Facility in India with at least 50 R&D engineers on its Roll. Self-declaration may be submitted.	
j.	The products/solutions should be compliant to the latest PPP-MII guidelines. Please provide Self-Declaration	
k.	GST Registration Certificate or valid exemption certificate	
l.	Copy of PAN Card	
m.	List of Directors / CEO / COO including their name (s) and address(s) Director Identification Number [DIN] of all the Directors. Corporate Identity Number [CIN].	

n.	Undertaking that the bidder has not been blacklisted in India / ineligible to participate for bidding by any state /Central Govt. or PSU due to unsatisfactory performance, breach of general or specific instructions, corrupt /fraudulent or any other unethical business practices or barred from participating in government project due to security reasons for last 3 financial years.	
o.	Valid Power of Attorney on Stamp Paper along with board of resolution for authorizing the person signing the bid for this EOI.	
p.	Contact details i.e. Name, email-id, phone no, mobile no, fax no. of responsible person for liaison in this matter.	
q.	Bidders Details as per Annexure-I	
r.	Pre-Contract Integrity Pact as per the enclosed format at Annexure-III	
s.	Field of Expertise and proposed bouquet of Products and Services for business alliance and tie up with ITI .	
t.	Details of the Locations/Sites of Manufacturing/Operations.	
u.	Office(s) locations Registered office(s). Points of Presence in India & Overseas	
v.	Clients' list w.r.t. Government Departments and other Major Customers served for IT/Telecom Products & other similar Services.	

PRE-CONTRACT INTEGRITY PACT

(To be executed on plain paper and submitted along with Technical Bid/ EOI Documents. To be signed by the bidder and same signatory Competent/ Authorized to sign the relevant contract on behalf of the ITI Ltd).

EOI No.....

This Integrity Pact is made onday of2020

BETWEEN:

ITI Limited,having its Registered & corporate office at ITI Bhavan, Dooravaninagar, Bangalore – 560016 India, and established under the Ministry of Communications & IT, Government of India (hereinafter called the Principal), which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman & Managing Director, Directors, Officers or any of them specified by the Chairman & Managing Director in this behalf and shall include its successors and assigns)
ON THE ONE PART

AND:

M/s represented byChief Executive Officer (hereinafter called the bidder(s)/Contractor(s)), which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the bidder/contract ON THE SECOND PART.

Preamble

WHEREAS the Principal intends to award, under laid down organizational procedures, EOI/contract for..... (name of the Stores / equipments / items). The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will monitor the EOI process and the execution of the contract for compliance with the principles as mentioned herein this agreement.

WHEREAS, to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact the terms and conditions of which shall also be read as integral part and parcel of the EOI Documents and contract between the parties.

NOW THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS STIPULATED IN THIS PACT THE PARTIES HEREBY AGREE AS FOLLOWS AND THIS PACT WITNESSETH AS UNDER:

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Principal, personally or through family members, will in connection with the EOI for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
- b. The Principal will, during the EOI process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the EOI process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/ additional information through which the bidder(s) could obtain an advantage in relation to the EOI process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons. If the principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Actor if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER / CONTRACTOR

2.1 The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the EOI process and during the execution of the contract.

- a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the EOI process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever (during the EOI process or during the execution of the contract).
- b. The bidder(s)/contractor(s) will not enter with other bidders/ contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign original shall disclose the name and address of the agents /representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s) f Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.

g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

SECTION 3 – DISQUALIFICATION FROM EOI PROCESS & EXCLUSION FROM FUTURE CONTRACTS

If the Bidder(s)/Contractor(s), during EOI process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/Contractor(s) from the EOI process.

If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future EOI/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

The Bidder(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.

A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.

The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s)/Contractor(s), however the Bidder(s)/Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.

On occurrence of any sanctions/ disqualifications etc. arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not entitled for any compensation on this account.

Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/Contractor(s) could be revoked by the Principal if the Bidder (s)/ Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

SECTION 4 – PREVIOUS TRANSGRESSION

4.1 The Bidder(s)/ Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/ transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the EOI process.

4.2 If the Bidder(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the EOI process or action for his exclusion can be taken as mentioned under Section-3 of the above for

transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section- 5 of this Pact.

SECTION 5 – COMPENSATION FOR DAMAGE

5.1 If the Principal has disqualified the Bidder(s)/Contractor(s) from the EOI process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.

5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.

6.2 The Bidder(s)/Contractor(s) undertakes to get this Pact signed by its subcontractor(s)/sub- vendor(s)/ associate(s), if any, and to submit the same to the Principal along with the EOI document/contract before signing the contract. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its subcontractors/ sub-vendors / associates.

6.3 The Principal will disqualify from the EOI process all bidders who do not sign this Integrity Pact or violate its provisions.

SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)/CONTRACTORS

7.1 If the Principal receives any information of conduct of a Bidder(s)/Contractor(s) or sub-contractor/ sub-vendor/associates of the Bidder(s)/Contractor(s) which constitutes corruption or if the principal has substantive suspicion in this regard, the principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

Details of IEM appointed by ITI are as under:

Shri Venugopal K. Nair, IPS (Retd.), P-1, Waterford Appointment, Pandit Kuruppan Road, Thevara, KOCHI - 682 013

8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.

8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within to weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8.7 The word 'Monitor' would include both singular and plural.

SECTION 9 - FACILITATION OF INVESTIGATION

9.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all help to the Principal for the purpose of verification of the documents.

SECTION 10 - LAW AND JURISDICTION

10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall the seat of the Principal.

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

SECTION 11 – PACT DURATION

This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/ guarantee period of the project /work awarded, to the fullest satisfaction of the Principal.

If the Bidder(s)/Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Bidder(s)/Contractor(s).

If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

SECTION 12 - OTHER PROVISIONS

12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate office of the Principal at Bengaluru.

12.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.

12.3 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.

12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

12.5 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with interpretation thereof shall not be subject to any Arbitration.

12. 6 The action stipulates 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.

In witness whereof the parties have signed and executed this Pact at the place date first done mentioned in the presence of the witnesses:

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

.....

Name Designation.

Name Designation.

Witness:

1.

1.

2.

2.