



ITI Limited

Expression of Interest (EoI)

For Empanelment of Technology Partners for

Cyber Security Solutions

And

Business Alliance

03/11/2020

EoI Reference No: COR/PP/CS/EoI-1

ITI LIMITED

Registered & Corporate Office

ITI Bhavan, Dooravaninagar

Bengaluru – 560 016

ITI LIMITED
Registered & Corporate Office
Bangalore - 560016

Ref: COR/PP/CS/EoI-1/01

Date: 3-11-2020

Expression of Interest (EOI) for Empanelment of Technology Partners for Cyber Security Solutions and Business Alliance

ITI Limited, a Central Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications & IT, is a leading Telecom equipment manufacturer and solution provider in India. We are in the process of empaneling Technology Partners for business alliance on Cyber Security Solutions to address tenders and orders of Government (both Central & State), Defense establishments and other customers.

ITI Ltd invites Expression of Interest (EOI) from Technology Firms in the Cyber Security domain, having experience in the area of Design, development, test and supply of Cyber Security Solutions and willing to jointly address business opportunities.

Schedule of this EOI

| Schedule | Date |
|--|------------|
| EoI Issue Date | 03-11-2020 |
| Due date & time for submission of EoI | 18-11-2020 |
| Technical Bid Opening at ITI Corporate | 19-11-2020 |

Interested bidders shall submit Sealed Expression of Interest (EoI) with the supporting documents mentioned in Section 5 on or before the due date of submission of EoI. The bidders can also submit the bids in soft copy through email but the hard copy of the same has to reach the undersigned within 7 days of the due date of submission.

Submission of response to this notice inviting EoI shall be deemed to have been done after careful study and examination of this document with full understanding of its Scope, Specifications, Terms, conditions & Implications.

Thanking you,
For ITI Corporate Office

Name: G. Narayanan
Addl. General Manager (PP)
Mobile: +91-9447963602
Email: gnarayanan_crp@itilttd.co.in

TABLE OF CONTENTS

| Section | Description | Page No |
|--------------|--|---------|
| 1 | Introduction | 4 |
| 2 | Purpose of EoI | 4 |
| 3 | Scope of Work | 5 |
| 4 | Objectives | 5 |
| 5 | Requirements | 6 |
| 6 | Eligibility Criteria | 7 |
| 7 | Checklist of Documentation to be Submitted | 9 |
| 8 | Evaluation of Offer | 9 |
| 9 | General Information | 10 |
| 10 | Force Majeure | 11 |
| 11 | Termination or Insolvency | 11 |
| 12 | Arbitration | 11 |
| 13 | Accessibility of Documents | 12 |
| Annexure-I | Undertaking | 13 |
| Annexure-II | Bidder's Profile | 14 |
| Annexure-III | Compliance | 14 |
| Annexure-IV | Integrity Pact | 15 |

ITI Limited

Ref: COR/PP/CS/EoI-1

Date: 03-11-2020

Expression of Interest (EoI) for Empanelment of Technology Partners for Cybersecurity Solutions and Business Alliance

1.0 Introduction

1.1 ITI Limited, a Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications & IT, is a leading Telecom equipment manufacturer and solution provider in India. The major customers are BSNL, MTNL, Defence, Paramilitary forces and Railways. ITI is having state-of-the-art R&D center, 5 manufacturing plants and 25 Marketing, Sales and Project offices (MSP) across the country.

2.0 Purpose of EoI

- 2.1** ITI is planning to empanel technology partners in the cybersecurity domain to cater to the needs of governments & defense establishments of the country and in private sector. ITI also intends to set up Security Operations Centre (SOC) for Government of India at the national capital as well as state capitals. The Technology Provider shall be ready to support ITI for the Tenders / Purchase orders of Central & State Governments, Defense and other customers for the supply of Cybersecurity solutions. The Technology partner should also be willing to share the technology and sign TOT agreement with ITI.
- 2.2** As part of Start-up India mission of Govt. of India, ITI is in the process of establishing “VINYAS”, a 1000-seater Start-up hub at ITI Bangalore plant for encouraging start-ups in the country to convert the Innovation done by the Start Ups to Incubation and Manufacturing of innovative products. A 125-seater Start-up hub, having amenities like dedicated corporate hub meeting room, demo room, highly secure Wi-Fi connectivity, is already functional. Bidders, who are start-ups, can consider taking a seat in the hub for develop innovative products in cyber security domain.
- 2.3** ITI operates a state-of-the-art Tier 3 Data center, providing Managed Public Cloud Services like Infrastructure Services, Data Services, Application Services and Security Services. We also plan to set up a Security Operations Centre (SOC). Our Start-Ups can utilize these systems to host, visualize, test and establish their innovations.
- 2.4** Prospective technology partners need to respond by providing proper technical proposals with respect to the scope of this EoI.

3.0 Scope of Work

- 3.1 The scope of this Expression of Interest (EoI) is as follows:
- 3.1.1 Gathering vendor and product information to put in place an enterprise-wide Cyber Security Incident Detection and Response mechanism via a Security Operations Centre (SOC) at ITI. This will additionally provide an anchor to go after business of Enterprise SOCs in PSUs, Strategic Entities and Defence.
 - 3.1.2 Gathering vendor and product information for the purpose of creating an industrial consortium under ITI to go after business of Communication Service Provider (CSP) SOCs for customers in Telecom and Broadcasting.
- 3.2 The Technology and Service Providers so engaged will provide ICT Cyber Security to ITI at an enterprise wide scale managed out of its Headquarters in Dooravaninagar, Bengaluru and when required, will provide remote and on-site resources to ITI locations. The providers will partner ITI for cyber security projects of central & state governments, defense establishments and other customers.
- 3.3 It is strongly recommended that this document is read thoroughly.

4.0 Objectives

4.1 Business Objectives

As a result of the assessment which will immediately follow the receipt of vendor submissions against this EoI, ITI will initiate an ICT Cyber Security transformation program to put in place strong and consistent enterprise-wide ICT security controls.

The SOC created at ITI will serve a dual purpose of not only establishing strong cyber security within, but also serve as a showcase for educating strategic entities and other PSUs in India that may seek to establish enterprise SOCs of their own. ITI would like to position itself as a supplier of turnkey SOC solutions to such entities and take along vendors that have proven capabilities, especially Indian vendors!

ITI will pursue business of SOCs across the entire spectrum of Cellular, PSTN, ISP and Broadcasting, under the Department of Telecommunications. For this purpose, it would like to put together an industrial consortium of Indian companies that will provide the necessary products and services to formulate the desired SOC solutions.

4.2 EoI Objectives

This EoI is for the purpose of collecting information about companies, products and services operating in the domain of Cyber Security specific to Enterprise SOC and Communication Service Provider (CSP) SOC. A technically competent committee formulated under the directions of ITI management will evaluate the responses for the following outcomes:

- a. Recommend select vendors for empanelment at ITI
- b. Conduct detailed discussions with select vendors for the purpose of finalizing ITI SOC requirements
- c. Issue Request for Proposal (RFP) to empaneled vendors for ITI SOC

Even though few vendors will be selected for ITI SOC, Indian Cyber companies especially MSME/ Startups will have opportunities in the future to bring their products to ITI for testing and evaluation against a reference SOC. As and when such vendor products display good maturity, they can participate along with ITI for Government business in the Cyber Security space.

Vendors are required to indicate in their response if their solution is meant for ITI SOC or CSP SOC or both. Functionalities specific to CSP SOC should be clearly indicated.

5.0 Requirements

5.1 Enterprise (ITI) SOC

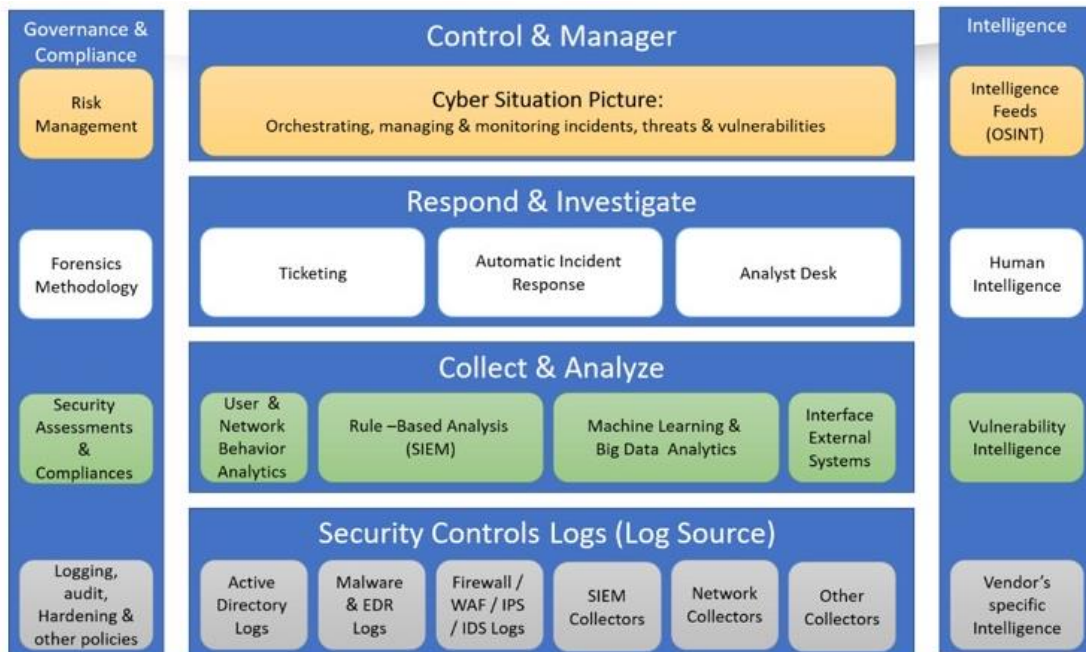
The ITI SOC should conform to NIST 5-point Cyber Security framework for Identification, Protection, Detection, Response and Recovery. It must additionally comply with guidelines/ standards that are issued by National Cyber agencies including NCSC, NCIIPC and/or CERT-in. The SOC is envisaged to provide the following capabilities:

- a. **Governance, risk and compliance (GRC)** systems
- b. Vulnerability scanners and penetration testing tools
- c. **Next-generation SIEMs** built on big data platform and includes machine learning and advanced behavioral analytics, threat hunting, built-in incident response and SOC automation. SIEMs with integrated Security Orchestration, Automation and Response (SOAR) capabilities are preferred.
- d. **Network Traffic Analysis (NTA)** and Application Performance Monitoring (APM) tools
- e. **Endpoint Detection and Response (EDR)**, which helps detect and mitigate suspicious activities on hosts and user devices including user workstations, mobile phones, servers or IoT devices.
- f. **User and Entity Behavior Analytics (UEBA)**, which uses machine learning to identify suspicious behavioral patterns
- g. **Next-Generation Firewalls (NGFW)** extends the firewall by providing intrusion prevention and intrusion detection with deep packet inspection capabilities. NGFWs can block threats at the network edge using techniques like URL filtering, behavioural analysis and geo-location filtering. They use a reverse proxy to terminate connections and inspect content before it reaches a web server.
- h. **WAF**—a WAF is deployed in front of web applications, inspects traffic and identifies traffic patterns that may represent malicious activity. A WAF can detect attacks while minimizing false positives, by learning acceptable URLs, parameters and user inputs, and uses this data to identify traffic or inputs that deviate from the norm.
- i. **Cyber Threat Intelligence** feeds and databases

Vendors having products and solutions for one or more of the blocks above including Systems Integrators are requested to provide information in the bid.

5.2 Communication Service Provider (CSP) SOC

For the purpose of this EoI, the following functional diagram will be used to describe the components of a CSP SOC:



CSP specific Cyber Threats: -

- i. SS7 and Diameter Signaling Threats
- ii. SIP hacking
- iii. DNS Attacks
- iv. DDoS Attacks
- v. IoT Network Security

It may be assumed that most CSPs already have Network Operation Centers (NOCs) in place and that the SOC will add on to the CSPs Operations. It is imperative that the SOC is proposed such that there is tight integration and close coordination between the NOC and SOC. Vendors having past experience of such capabilities may like to highlight the same.

6.0 Eligibility criteria

- a. The Bidder must be a registered company in India (Public, Private, Partnership companies) under the Companies Act 1956 having at least three years of existence. Copy of the certification of incorporation and Memorandum of Article of Association shall be submitted along with the EoI.
- b. Bidder should be an IT solution providers for above product and Solutions. The IPR of the Cybersecurity solutions should be registered in India and in the name of the bidder. The solution provider to possess all the related patents in their name.
- c. Bidder should possess a valid PAN and GST number.

- d. Bidder shall be capable of providing compliance to the Technical and Functional requirements specified by the customer. They shall also be in a position to meet any additional enhanced requirements of the customer during the course of the tender.

Organization's maturity and compliance in relation to attainment of relevant information security certifications:

- i. This should include industry standard security certifications standards such as ISO 27001, SOC 2 and Cloud Security Alliance (CSA) or equivalent
 - ii. Indicate the experience and relevant security certifications of staff members who may be assigned to this project (if applicable)
- e. Minimum three years of ICT Cyber Security experience as relevant to the requirements stated in 5.1 and 5.2 above and should provide the following:
- i. Experience and examples of how you support the collection, management and analysis of cyber security big-data collected from endpoints, servers, appliances and logs deployed at customer premises
 - ii. Experience and examples of how you support the collection and management of Advanced Threat Intelligence
 - iii. Experience and examples of supporting the detection and management of cyber security breaches and incidents originating from cyber criminals, state-sponsored actors, terrorists and hacktivists
 - iv. Organizational experience of working on Cyber Security incidents originating from cyber criminals, state-sponsored actors, terrorists and/or hacktivists. Please specify as required
 - v. Organizational experience of working with CERT and major ICT vendors
 - vi. Organizational experience of working with large, complex and geographically distributed organizations in Governmental and Non-Government

NOTE: Enclose copies of Purchase Orders and Project completion certificates as much possible while providing above information.

- f. Bidders shall be ready to meet the customer tender conditions with respect to all activities like delivery, installation, integration commissioning and Annual maintenance of all items/subsystems and services as given in the customer tender on an end to end basis. However, in case ITI desires to have value addition for any of the activities under the tender/purchase order, the Bidder shall be ready for the same on mutually agreeable terms and conditions. Vendor shall bear its own expenses towards certification, validation, QA inspection, delivery, etc.
- g. Customer References: Please provide at least three (3) detailed examples of customers for whom you have delivered major ICT Cyber Security and/or Program Management services in the last five (5) years.

Some areas of detail to include in each example (this is a non-exhaustive list, please provide additional information that you deem relevant) are:

- i. What are/were the exact products/services provided?
- ii. What is the average size (revenue, number of devices, volume of data collected and analysed, etc.) and type of program?

- iii. How is/was the engagement structured and how did your staff engage with the customer staff?
- iv. Is/was the engagement successful? In what way did you measure success of the delivered products/services?
- v. Is the engagement still on-going; if not, why not?

Please provide supporting information for each example, along with reference contact information. ITI reserves the right to contact these references without prior notification to the Vendor.

- h. The Bidder shall furnish full details on the solution offered to address the tender related to above products, along with the compliances to the tender requirements and their readiness to support partnership for participating in the tender and executing any purchase order – post tender.
- i. The products and solutions should be compliant to the latest PPP-MII guidelines.
- j. The empaneled bidder shall be willing to enter into Memorandum of Understanding (MoU) with ITI valid for a minimum period of three years, extendable either based on tender requirements or on mutual consent.

7.0 Checklist of Documentation to be submitted

- a. Technical literature pertaining to the area(s) of cyber security for which the bid is submitted
- b. Details of experience providing necessary certificate/(s) for supply and satisfactory performance of their products and solutions from concerned user organizations as mentioned in Clause 6.0(e). The details of the supplied product such as the supplied quantity, make/model of the product and date since the supplied product is in operation etc. are to be mentioned in the user certificate. The supplied product shall be in operation in the system minimum for one year on the date of submission of the bid.
- c. Financial performance – copies of the audited annual report for the last three years from 2017-18, 2018-19 & 2019-2020 to be enclosed
- d. Details of development centers and support centers available in India for providing warranty and post-warranty support to customers. In case support centers do not exist, willingness to set up support centers and extend immediate technical assistance.
- e. Copies of all certifications and specifically on data security
- f. Bidder should submit the undertaking as per Annexure-I.
- g. Bidder should submit their profile as per Annexure-II.
- h. Bidder should clause by clause compliance to the eligibility criteria 4.0 as per Annexure-III.
- i. Bidder should submit duly signed Integrity Pact as per Annexure-IV.
- j. An affidavit authorizing the signatory of submitted documents.

8.0 Evaluation of Offer

A Technical Evaluation Committee formed will go into the submitted bids in details and make a detailed assessment against the eligibility criteria along with the following aspects:

- a. Contributions in developing cyber security solutions with references from customer. Details of developers available for innovation.
- b. Brief description of bidder's organization specific to EoI.
- c. Bidder's ability in undertaking the scope of work.
- d. Details of certifications, patents and IPR.
- e. Awards and Accolades
- f. Customer references to product acceptance
- g. Whether any collaborations with any leading academic institutions and/or Industrial houses.
- h. Hardware and software capability
- i. Bidder and their Director's profiles
- j. Bidder has to make a presentation to the committee
- k. The committee's decision will be final

9.0 General Information

- a. Bidders may send their proposals in sealed covers and email to the following address
Addl. General Manager – PP
ITI Limited, Registered & Corporate Office,
ITI Bhavan, Dooravaninagar,
Bengaluru – 560016
Tel: +91-80-25617490 Extn: 2228
Email: gnarayanan_crp@itilttd.co.in
- b. In case the offer is submitted as soft copy, the same can be sent through E-mail. In that case, one set of hard copy shall be sent within 7 days from the EoI due date.
- c. Authorized Signatory: All the pages of the documents (except the manuals) shall be signed by authorized signatory. The bid to be accompanied by affidavit authorizing the signatory to the documents.
- d. Late offer: Any offer received after the prescribed timeline is liable to be rejected and returned unopened to the vendor.
- e. In case the date of submission is declared a holiday, bids shall be submitted on the next working day of ITI.
- f. Language of offers: The offers prepared by the bidder and all the correspondences and documents relating to the offers exchanged by the bidder, shall be written in English language.
- g. Award of Contract: ITI reserves the right to enter into technology tie up with all the Technology Providers who meet the eligibility conditions and if finalized by ITI, a Memorandum of Understanding (MoU) will be signed with each of the Technology Provider for pursuing all or any activity related to addressing tenders. The MoU shall be accompanied by a Bank Guarantee (BG) to ITI for ₹ 50,000/-, valid for three years and six months. The MoU shall be valid for minimum three years and extendable either on tender requirements or on the mutual consent. The BG will be forfeited if any MoU conditions are violated otherwise will be returned on closure of MoU.

Commercial engagement with a provider will be dependent on their area of expertise vis-à-vis customer tender and the financial offer provided to ITI at the time of the tender.

- h. 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.
- i. Cost of EoI: The Technology Provider shall bear all costs associated with the preparation and submission of his/her response against this EoI, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI. ITI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EoI process.
- j. The Technology Provider shall be ready to give clarifications on any part of the offer to ITI.
- k. Amendment of EoI: At any time prior to the last date/time for receipt of offers, ITI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Technology Provider, modify the EoI document by an amendment. In order to provide prospective Technology Provider reasonable time to take the amendment into account in preparing his/her offer, ITI may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for EoI.
- l. 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.

10.0 Force Majeure: If at any time during the continuance of this contract, the performance in whole or part by either party under obligation as per this contract is prevented or delayed by reasons of war, hostility, act of public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout, or acts of God (herein referred to “eventuality”), provided notice of happening of such eventuality is given by either party to the other within 7 days of date of occurrence thereof, neither party shall by reason of such an eventuality be entitled to terminate this contract nor shall nonperformance or delay in performance and deliveries under the contract .

11.0 Termination or Insolvency: ITI may at any time terminate the Contract by giving written notice to the selected Bidder, without compensation to the selected Bidder, if the selected Bidder becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to ITI.

12.0 Arbitration

Both Parties (ITI and the selected Bidder) shall make best efforts to settle any/all disputes amicably. Any dispute between the parties shall be settled as per ICADR

Arbitration clause as mentioned below.

- (a) If a dispute arises out of this agreement or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the ICADR, Arbitration Rules, 1996.
- (b) The authority to appoint the Arbitrator(s) shall be International Center for Alternative Dispute Resolution (ICADR).
- (c) The International Center for Alternative Dispute Resolution will provide administrative Services in accordance with the ICADR Arbitration Rules, 1996.
- (d) The language of the Arbitration Proceedings shall be English.
- (e) The place of Arbitration Proceedings shall be Bangalore.

13.0 Accessibility of Documents

Complete EoI document with terms and conditions is provided in the following websites

1. <https://www.itild.in/>
2. <http://eprocure.gov.in/>

Annexure-I

Undertakings (To be in Bidder's Letter Head)

We, M/s..... do hereby undertake the following:

1. We are not blacklisted by Central Government / any State or UT Government / PSU / organized sector in India to work with ITI as per this EOI and Customer Tender terms and conditions. Also we agree to implement the project (scope of work as per Tender terms and conditions including investment) covering Warranty & post-warranty services, maintenance etc., in the event of ITI winning the contract on back-to-back basis.
2. We undertake to submit EMD either as cheque or bank guarantee towards bid security and Performance Bank Guarantee to ITI as per customer Tender's terms & conditions.
3. We have adequate manpower with qualifications, certifications and experience as may be required to provide product/solutions/support to the customer as per their tender/PO requirement and also to provide TOT to ITI.
4. We will obtain all the required certificates/approvals as per customer tender requirement.
5. We undertake to obtain relevant statutory licenses for operational activities.
6. We are willing to sign MoU/TOT Agreement, Integrity Pact with ITI for addressing the customer requirements as per customer's tender terms and conditions.
7. We undertake to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc. as charged by the customer.
8. To support the offered equipment post-commissioning, including warranty & AMC, for a period, specified in the Tender/PO AMC. All software upgrades, patches and Licenses to be provided free of cost for the period specified in the Tender/PO.
9. We undertake to supply equipment/components which conform to the latest year of manufacture.
10. We undertake not to partner with any other organization for addressing the customer requirement for the Products mentioned in this EOI and to accept payment terms, LD, Penalties, etc., on back-to-back basis.
11. The bidder should give certificate/undertaking stating that all the hardware/ software supplied under the contract shall not contain any embedded malicious codes that could inhibit the desired functions of the equipment or cause the network to malfunction in any manner.

Signature:

Name:

Designation of Authorized Signatory:

Annexure-II

Bidder's Profile

| Sl. No | Description | Bidder Response | | |
|--------|---|-----------------|---------|---------|
| | Name and address of the company | | | |
| | ITI EOI Reference | | | |
| | Company Directors Profile | Please attach | | |
| | Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site) | | | |
| | Area of business | | | |
| | Annual Turnover for 3 financial years (Rs in Cr) | 2017-18 | 2018-19 | 2019-20 |
| | | | | |
| | Date of Incorporation | | | |
| | GST Registration number | | | |
| | PAN Number | | | |
| | CIN Number, if applicable | | | |
| | Number of technical manpower in company's rolls | | | |
| | Number of qualified developers | | | |

Annexure-III

Compliance Statement

| S.No | Clause No. | Clause | Compliance (Complied/ Not Complied) | Remarks with Documentary Reference |
|------|------------|--------|-------------------------------------|------------------------------------|
| | | | | |
| | | | | |
| | | | | |

Annexure -IV

PRE-CONTRACT INTEGRITY PACT

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

Tender No.....

This Integrity Pact is made onday of2019

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, tender/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 tender 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 Tender 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 tender 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 tender process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the tender 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 tender 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 tender 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 tender 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 tender 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 TENDER PROCESS & EXCLUSION FROM FUTURE CONTRACTS

If the Bidder(s)/Contractor(s), during tender 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 tender 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 to exclude including blacklisting for future tender/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 be 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 tender process.

4.2 If the Bidder(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the tender 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 tender 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 tender 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 tender 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 subcontractor/ 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 be 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.
2.

1.
2.

2.

2.