



**ITI LIMITED**

**(A Government of India Undertaking)**

**PALAKKAD PLANT**

**KANJIKODE WEST, PALAKKAD – 678 623, KERALA STATE, INDIA**

**Web Site: [www.itiltd-india.com](http://www.itiltd-india.com)**

**Expression of Interest**

**Notice inviting EOI for society portal software.**

**Ref: ITI/MKT/EOI/SP**

**Date:10-11-2020**

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. The Palakkad unit of ITI Limited is an ISO 9001:2015 and ISO 14001:2015 certified company, is in the process of selecting a partner implementing society portal software.

ITI Ltd invites responses through sealed Expression of Interest (EOI) from reputed companies, having similar experience in the tendered area to partner with and support ITI in executing the project.

Schedule of this EOI: -

<b>Schedule</b>	<b>Date</b>
EOI Issue Date	10-11-2020
Due date for submission of EOI	12.30 hours 20-11-2020
Technical & Financial Bid Opening at ITI Palakkad	15.0-0 hours 20-11-2020

**EMD and Tender Fee:** - Bidder shall Provide an EMD of Rs. 25,000 (Refundable) and a tender fee of Rs.5000 (Non-Refundable) as separate DDs.

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 Ltd, Palakkad

Deputy General Manager (TS&MKT)  
ITI Limited,  
Kanjikode West, Palakkad -678623  
Ph: 0491-2568844  
Mobile: +91- 9447963602  
Email: mkt\_pkd@itiltd.co.in

A	Technical Bid	
1	Scope of Work	<p>This EOI is for the selection of the System Integrator (SI) for Design, Supply &amp; Installation of application Software- "Society portal", which is a valuable tool for the credit cooperative societies, Agriculture credit societies and NBFCs. It is a centralized portal with Full Names, AADHAR number, voter ID, PAN number, etc. as identification tool for loan defaulters of credit co-operative societies, Agriculture credit societies and NBFCs.</p> <p>The bidder is responsible for the complete services as stated in the scope to the Department that includes, supply of Society portal Application Development &amp; Customization, Training, Installation, Maintenance etc.</p>
2(i)	Eligibility Criteria of Applicants	
900	A.	The bidder must be a single legal entity registered in India under the Company Act, 1956/ Consortium lead bidder and must have a registered office in India.
	B.	Undertaking for willingness to work with ITI as per customer tender/EOI etc. terms and conditions.
	C	The Bidder/ Consortium Member should be in the business of supply, installation and maintenance of Society portal in India for at least the last three years as on date of submission of bid. Work order copy need to be submitted
	D	The Bidder/ Consortium Member/ should have minimum one-year experience in supply, installation and maintenance of 1000 nos Society portal application in credit co-operative societies, Agriculture credit societies and NBFCs. A valid certificate from the user department has to be submitted.

E	should have valid PAN and GST Registration
F	The Bidder/ Consortium(combined) have , the annual turnover in any one of the last three financial years ( 2017-18 ,2018-19 and 2019-2020) should be at least Rs.9 Crore
H	The Bidder/ consortium member must have successful experience of executing and deploying at least one similar project/s from January 2017 until the last date of submission of RFP in at least one of the Indian states and the project should be authorized by the state government . Good knowledge in development of information and Decision Support Systems, dashboards, Business intelligence and Business analytics, forecasting technology with online loan defaulter search and centralized data management tools with data warehousing for Primary agriculture/non agriculture credit cooperative societies related with loan defaults and other parameters of functioning of these societies.
H	The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or should not have been Blacklisted for fraudulent practices by Central / State /UT Governments or Public-Sector entities as on submission ofEOI proposal.
I	Undertaking that express the willingness to sign MOU with ITI
J	Undertaking to submit EMD (while submitting the bid to the customer) of whatever amount the end customer seek towards bid security (Bank Guarantee/Demand Draft from any Nationalized Bank)& Performance Bank Guarantee(percentage of contract value fixed by the end customer) to customer as per Customer Tender terms & conditions /PBG of 10 % of the contract value to ITI (as decided by ITI). Where ITI is exempted from providing EMD & PBG or allowed to submit Corporate Guarantee in place of Bank Guarantee to customer, bidder has to mandatorily provide the (while submitting the bid to the customer) EMD/PBG to ITI as per customer tender terms.
K	In case of any global/foreign firm participating in the tendering process, the firm should have Indian Office and it will register Indian companies ACT ( Ministry of corporate affairs)
<b>2(ii) Checklist of documents/information to be submitted: by the Bidder/ Consortium Lead bidder</b>	
a.	Company Profile
b.	Certificate of Incorporation
g.	Undertaking as per clauses 2(i) B, O, P & Q in company letterhead
h.	GST Registration Certificate.
i.	Copy of PAN Card
j.	CIN (Corporate Identity Number), if applicable

k.	Authorization letter in the company letterhead authorizing the person signing the bid for this EOI and Power of Attorney (POA)	
l.	Undertaking in letter head to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.	
m.	Bidders Details as per Annexure I	
n.	Clause by clause compliance of EOI terms with reference to supporting documents as per Annexure II	
o.	Pre-Contract Integrity Pact as per Annexure-III	
p.	Supporting documents as per 2(i) C, D, E, F, G, H, I	
	Financial Bid	
2(iii)	a.	Consolidated Margin Offered (Scope of work is as per the customer tender) in percentage(%) on ITI billing value (Excluding Taxes) to be submitted separately in sealed cover (Please also refer note 8 below)

### Selection of Bidders :

- a) The bidders will be shortlisted based on the Pre-Qualification (PQ)/Eligibility criteria.
- b) In case of Consortium any member of Consortium should fulfill all PQ/ Eligibility criteria.
- c) Consortium Criteria
 

The following are the requirements for a Consortium:

  - i. The number of members in a consortium shall not be more than three (3).
  - ii. The bid should contain details of all the members of the consortium including their legal status and specify their roles and responsibilities in the project;
  - iii. In case of a consortium, applicant consortia shall have a valid Memorandum of Understanding (MoU)/ agreement among all the members signed by the Chief Executives/ Authorized Signatories of the companies dated prior to the submission of the bid. The MoU/ agreement shall clearly specify the stake of each member and outline the roles and responsibilities of each member. The MoU/agreement shall be exclusively for this project and shall be responsible in case of failure by any member.
  - iv. All Consortium partner(s) should be registered in India and must have company registration certificate, valid GST registration certificate
- a) The bidders who qualify in PQ evaluation will only be eligible for Technical evaluation .
- b) The bidder should arrange for Technical presentation on the features of the proposed solution.
- c) The date, time and venue for technical presentation will be informed as per schedule fixed by the evaluation Committee.
- d) The minimum qualifying marks for the technical bid will be 70%. The bidders who secure the minimum qualifying marks will be considered for Financial Evaluation.
- e) The bidder scoring the highest net score (technical plus commercial) would be declared
- f) the successful bidder and shall be termed as the L1 bidder. Similarly, L2 and L3 ranking will be given
- g) If two bidders get the same net score, the bidder with a higher technical score shall be declared the successful bidder.

**Technical Qualification Criteria**

- a) Technical Proposal for only those Bidders who have been found to be in compliance with the Eligibility Criteria mentioned above would be considered by the Department for further evaluation.
- b) Technical proposals of bidders shall be compared within respective product category and ranking of technical score would be carried out within the same category.
- c) Only those Technical Bids, whose proposed Society portal functions comply with the technical specification shall be considered for further evaluation.
- d) A maximum of two representatives from each Participating Organization would be allowed to attend the Tender Opening. The Bidder’s representatives, who may choose to attend the session, should attend the Tender opening at the Date and time mentioned in the Bid Data Sheet or as per the Date and Time revised in the subsequent communication given by the Department through portal [www.manipurenders.gov.in](http://www.manipurenders.gov.in).
- e) During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required bid security has been furnished and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.
- f) To assist in the scrutiny, evaluation and comparison of offers, the ITI may, at its discretion, ask some or all the Bidders for clarification of their offers on any of the points mentioned therein and the same may be sent through email, facsimile..

Sl.	Description	Requirement/ Maximum Score	Supporting Documents
A.	Product(s) proposed in the technical proposal are in compliance with the Society portal Functions for the application as mentioned in Annexure-II	Mandated / Pre-Requisite for further evaluation	Compliance sheet as per <b>Annexure-II</b>
1.	<p><b>Bidders/Consortium Member Turnover:</b> Annual average turnover of Bidder/Consortium in last 3 financial years (FY 2017-18, FY 2018-19, FY 2019-20)</p> <ul style="list-style-type: none"> <li>• &gt;9 Cr = 10 Points</li> <li>• 8 Cr =7 Points</li> <li>• 5 Cr = 5 points</li> </ul>	10 points	Audited Financial Statements / Balance Sheets by a Certified Chartered Accountant

Sl.	Description	Requirement/ Maximum Score	Supporting Documents
2.	Number of credit co-operative societies, Agriculture credit societies and NBFCs Society Portal application supplied <ul style="list-style-type: none"> <li>• <b>1000 or above =25 Points</b></li> <li>• <b>800-900 =15 Points</b></li> <li>• <b>500-800 = 10 Points</b></li> </ul>	25 points	Work order copy/ Installation/client certificate
3.	<b>Experience(Bidder/Consortium Member):</b> Experience of supplying Society Portal application credit co-operative societies, Agriculture credit societies and NBFCs. <ul style="list-style-type: none"> <li>• <b>3 or more Projects = 25 points</b></li> <li>• <b>2 Projects = 15 Points</b></li> <li>• <b>1 Project = 10 Point</b></li> </ul>	25 points	Work order copy/ installation/client certificate
4.	<b>Approach &amp; Methodology:</b> <ul style="list-style-type: none"> <li>• Proposed Application Software Integration Methodology and Presentation = <b>15 Points</b></li> <li>• Product Demo = <b>25 Points</b></li> <li>•</li> </ul>	40 points	
	<b>Total</b>	<b>100 points</b>	

**Note:**

1. Bidders who score overall 70 points or higher in the technical evaluation, as per the criteria mentioned above, shall be considered for financial evaluation.
2. The Technical Bid and financial bid (Indicating the Margin clearly) shall be placed in separate sealed envelopes only, superscripted with words “Technical Bid”&“Financial Bid”. Both the sealed envelopes of technical and financial bids are to be placed in another separate sealed cover mentioning, “EOI For Request for Proposal of Selection of System Integrator for implementing Society Portal Software” and to be submitted to Deputy General Manager(TS&MKT), ITI Limited, Kanjikode West PO, Palakkad–678623.
3. Technical proposal will be opened at ITI Palakkad on 20-11-2020 at3:00PM and the financial bid of technical qualified bidder(s) will be opened subsequently.
4. The bids should be spiral bounded and each page should be serial numbered.
5. EOI should be valid for a period of 180 days from the date of opening of EOI response.

6. Conditional offers are liable for rejection.
7. Payment to the successful bidder shall be made after deducting the offered margin and the statutory taxes payable to the Govt (Penalties if any levied by the customer will be passed on to the Successful bidder), only after the receipt of payment from the customer.
8. Margin offered should be firm throughout the contract irrespective of reason, whatsoever, including the exchange rate fluctuation.
9. The Bidders should give Clause by clause compliance (as per annexure II) of EOI with reference to supporting documents; otherwise the offers are liable for rejection.
10. The vendor to indemnify ITI from any claims/penalties/statutory charges, liquidated damages, with legal expenses etc. as charged by the customer.
11. In the event that ITI is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the bidder at latter's cost and expenditure.
12. **Cost of EOI:** The bidder shall bear all costs associated with the preparation and submission of his offer 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.
13. **Amendment of EOI:** At any time prior to the last date for receipt of offers, ITI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their offers, 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.
14. **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.
15. ITI will not consider any or all of the bids if they are not meeting EOI requirements.
16. The interested SIs may like to discuss the customer tender related information, EOI Bidding Conditions, Bidding Process and clarifications, if any with the Deputy General Manager–

**Technical Specification of Application**

Sl. No	Description	Specifications
1	Function application of	<p>1.Society Portal software (loan defaulters search portal) PLUS the following modules:-</p> <p>2.Status and amount of government grant to the societies as well as spending analysis of government grants.</p> <p>3.Number of members and office bearers of the society ,their addresses, contact numbers and election year.</p> <p>4.Number of employees per society/their tenure of service/Address and contact number, if in the service of society for more than 2 years.</p> <p>5.weekly/fortnightly income to the society(under various heads)</p> <p>6.Weekly/fortnightly expenditure done by society(under various heads)</p> <p>7.Forecasting and statistical analysis of income and expenses by using Business Intelligence and Data analytics for the society(every 3 months, or as and when required) will have to be done by our module which will help the government to issue directives and guidelines to the societies and help them perform well. The analysis will help the authorities to monitor the implementation of policies.</p> <p>8.weekly/fortnightly stock(goods) status</p> <p>9.Weekly /fortnightly sales done by society</p> <p>10.Weekly/fortnightly purchases done by society</p> <p>11.Status of Audits of the society.(Profit and loss/balance sheets)</p> <p>12.Number of Self help group(SHG) associated with the society</p> <p>13.Number of self help groups of socially and economically backward classes(S&amp;EBC) associated with the society.</p> <p>14.status/disbursement to the S&amp;EBC from the society</p> <p>15.Status/disbursement to the SHG of S&amp;EBC</p> <p>16.Status of participation of female SHG and disbursement to these SHGs by society.</p> <p>17. Status of loans to farmers (amount/recovery/per acre loan amount/ loan to socially and economically backward classes/ NPA etc)</p> <p>18. Status of loan waivers by Governments to the farmers who are members of the society.</p>



## 1. Financial Proposal

RFP for Selection of System Integrator for Supply, Installation and Maintenance of Society Portal Software (EOI No:\_\_\_\_\_Dated://\_\_\_\_) for a Northern State

	(WEIGHTAGE @ 50 % FOR SL No1 & 2)	
	Project Duration	12 Months
Sl No	Particulars	Amount in Rs.
1.	Society Portal Application Cost Per Society	
2.	Margin offered to ITI on the basic price in percentage	

Terms: -

1. The basic price mentioned above at serial number 1 is exclusive of all taxes. GST will be Extra as applicable.
2. The basic price is inclusive of all other items excluding GST
3. Price shall remain fixed for a period of 5 years from the date of Go-live of the project .
4. Margin offered is in Percentage of Basic Price(Excluding Taxes

Yours Faithfully  
Authorized Signatory  
Signature & Seal

Designation

Place & date

Business Address

## Annexure-I

### Bidders Profile

1.	Name and address of the company			
2.	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Website)			
3.	Area of business			
4.	Annual Turnover for 3 financial years (Rs in Cr)	2017-18	2018-19	2019-20
5.	IT Turnover for 3 financial years (Rs in Cr)	2017-18	2018-19	2019-20
6.	Date of Incorporation			
7.	GST Registration number			
8.	PAN Number			
9.	CIN Number, if applicable			
10.	Number of technical manpower in company's rolls			

**Annexure-II**

**Compliance Statement**

<b>S.No</b>	<b>Clause No.</b>	<b>Clause</b>	<b>Compliance (Complied/ Not Complied)</b>	<b>Remarks with Documentary Reference</b>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10				

Annexure -III

## **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 on .....day of.....20.....

BETWEEN:

ITI Limited ,.....having its Registered & Corporate Office at ITI Bhavan, Dooravani nagar, Bangalore - 560 016 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 also include its successors and assigns) ON THE ONE PART

AND:

.....represented by ..... Chief 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**

1.1 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 person 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.

1.2 If the Principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Act or 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) commit 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 origin 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)/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**

- 3.1 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.
- 3.2 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 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.
- 3.3 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.

- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 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 sub-contractor(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 sub-contractors / 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)/ CONTRACTOR(S)**

- 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, Chakola Waterford, 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 extant law in force relating to any civil or criminal proceedings.

## **SECTION 11- PACT DURATION**

11.1 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.

11.2 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).

11.3 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 this Pact or 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 and date first done mentioned in the presence of the witnesses:

For PRINCIPAL

For BIDDER(S)/ CONTRACTOR(S)

.....

.....

(Name & Designation)

(Name & Designation)

Witness

Witness

1) .....

1) .....

2).....

2) .....