



Corporate Marketing
ITI Limited
F-100, II floor, East Wing, BG plant
Dooravaninagar, BANGALORE – 560016
CIN No: L32202KA1950GOI000640

Expression of Interest (EOI) for selection of Technology Partner for Defense Communications Products Manufacturing & Business Alliance

Ref: COR/PP/EOI/DCM&BA

Dt: 12/10/2020

1. Introduction

ITI Limited, a Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications, is a leading Telecom equipment manufacturer and solution provider in India. The major customers of the company are BSNL, MTNL, Defense, Paramilitary forces and Railways. ITI is having state of the art, latest electronic manufacturing infrastructure in its plants situated at Bengaluru, Palakkad, Rae Bareli, Mankapur and Naini.

ITI intends to tie up with Reputed Technology Providers for Defense Communication Products like “**Mobile integrated Network Terminal, Perimeter Integrated Detection System, Network in Box Equipment** referred as products in this document”. The Technology Provider shall be ready to support ITI for the Tenders / Purchase orders of Defense, Para Military forces, BSNL, MTNL, and other customers for the supply of above equipment. The Technology partner should also be willing to share the technology and sign TOT agreement with ITI.

2. Important Dates

S. No.	Title	Description
i	Title of the EOI	EOI for selection of Technology Partner for Defense Communications Products Manufacturing & Business Alliance
ii	Downloading of the EOI Document/s from ITI's website	12-10-2020
iii	Last Date & Time of Submission of Proposal	26-10-2020 11:00 Hrs
iv	Date & Time of opening of Proposals	26-10-2020 15:30 Hrs

3. GENERAL REQUIREMENTS

With this background, ITI invites business proposal from Technology Providers of, **“Mobile integrated Network Terminal, Perimeter Integrated Detection System, Network in Box Equipment”** who are fulfilling the following requirements to address business opportunity for the said product:

Due Date for Submission of proposal for the EOI is 26-10-2020 at 15.30 Hrs

3.1	Technical Bid	
3.1(l)	Scope of Work	<p>ITI seeks the partnership of Reputed Technology Providers for Defense Communications Products. At present the list of Defense Communications Products include the following.</p> <ol style="list-style-type: none"> 1. MINT (Mobile integrated Network Terminal) Features: <ol style="list-style-type: none"> a) Low power consumption so as to make it complete solar powered b) Should functionally work in Standalone and Connected mode c) Customization should be possible if required by customer with the proposed solution 2. PIDS (Perimeter Integrated Detection System) Features: <ol style="list-style-type: none"> a) Fixed Camera b) PTZ Camera c) PTZ Camera (Laser Network Camera) d) PTZ Camera (Day and Thermal Camera) e) Video Management System & Video Analytics f) Command and Control g) UGS (Unattended Ground Sensors) h) Microwave Barrier i) Laser Fence j) Vibration Sensor for Wall / Fence k) Secure Sens (Rigged Tactical Kits) l) Dual-Tech Motion Detector m) Radar K-band/ X-band 3. Network in Box(LTE) Features: <ol style="list-style-type: none"> a) Low power consumption b) It can be a complete solar powered c) Functionally works in Standalone and Connected mode d) Customization if required by end customer e) Backpack system with LTE NIB 2x1W. 4. Network in Box(GSM) Features: <ol style="list-style-type: none"> a) Support AMR, EGPRS, Handovers with Best in Class Power Consumption b) Should operate on 100% solar power and near zero operation maintenance cost c) Functionally works in Standalone and Connected mode d) SON (Self Organizing Networks) support, Easy installation

		<p>In future more similar items may be added with mutual consent</p> <p>The Technology Provider shall be ready to support ITI for the Tenders / Purchase orders of Defense, BSNL, MTNL, and other customers for the supply of above equipment.</p> <p>The Technology partner should be willing to share the technology and sign TOT agreement with ITI for the products mentioned above.</p>
3.2	Eligibility Criteria of Applicants	
	a.	The applicant company must have been registered & incorporated under the Indian Companies Act, 1956 or 2013. It is mandatory that the applicant should have a registered office in India for at least last 10 years prior to the date of submission of proposal with a charter to manufacture/design/sales/support of Carrier Grade Products. They should have local spares and repairs facilities. Copy of certificate of incorporation may be submitted.
	b.	The bidder should have an annual turnover of at least Rs. 200 Crs. in the last three financial years 2017-18, 2018-19 and 2019-20.
	b.	Bidder should be an Original Design Manufacturer (ODM) and Original Equipment Manufacturer (OEM) for above equipment. The technology ownership and IPR of the product should reside in India. Self-declaration may be submitted for this.
	c.	The bidder company should have its own R&D set up and should be registered with the Department of Scientific and Industrial Research (DSIR) for at least last three years.
	d.	Bidder shall be capable of providing compliance to the Technical and Functional requirement of above equipment as per applicable Defence standards/TEC GR if any and/or customer requirement. They shall be in a position to meet any enhanced requirements of the customer.
	e.	The Bidder should have the experience of manufacturing & Supply of above equipment, to any Telecom Service Provider / Defence Organization / Government Organization/ Telecom Infrastructure Provider / Broadcast Service Provider anywhere in the world.
	f.	The Bidder, shall have experience in executing turnkey projects in the Telecom domain in the last three years and shall submit details in this regard. Bidder should have successfully completed at least 3 projects of 2 Crs or above in these solutions.
	g.	Bidders shall be ready to meet the customer tender conditions with respect to all activities like delivery, installation, integration commissioning and 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 finalization of mutually agreeable terms and conditions.
	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.	ITI will give preference to those Bidders who have been qualified as “Domestic Manufacturers” having requisite value addition in the products to qualify their Mobile Integrated Network Terminal, Perimeter Integrated Detection System, Network in Box (LTE & GSM) products as Domestically Manufactured Electronic Products. However, offers from other Bidders will be considered based on the evaluation of the offers and ITI reserves all rights in selection of the Bidder.
	j.	The products should be compliant to the latest PPP-MII guidelines. (Self-declaration may be submitted for this)
3.3	Checklist of documents/information to be submitted:	
	a.	Brief technical literature of (i) Mobile integrated Network Terminal, (ii) Perimeter Integrated Detection System, (iii) Network in Box Equipment (LTE) (iv) Network in Box Equipment (GSM)
	b.	Experience details - Provide necessary certificate/(s) for supply and satisfactory performance of the equipment from concerned user organizations as mentioned in Clause 3.2(f). The details of the supplied equipment such as the supplied quantity, make/model of the equipment and date since the supplied equipment is in operation etc. are to be mentioned in the user certificate. The supplied equipment shall be in operation in the network minimum for one year on the date of submission of the bid.
	c.	Financial performance - Copies of audited annual report for last 3 years to be enclosed.
	d.	Confirmation on 100% compliance to Defence Standards and TEC GR.
	e.	Please give details of repair centers available in India for warranty and post warranty support. If the support centers are already not established, willingness to establish support centers in India as required by ITI’s customers.
	f.	Please give compliance to support ITI to bid for the tender and execute any purchase order – post tender - fully on back to back basis.
	g.	Willingness to extend necessary technical assistance and also provide necessary equipments (on returnable basis) required for Testing/Validation, equipment acceptance testing, installation, commissioning and maintenance.
	h.	Self-declaration that during the alliance, the Expenditure towards Defence certification, TSEC certification, validation, QA inspection, if any, shall be borne by the Bidder.
	i.	Bidder should submit the Undertaking as per Annexure-I
	j.	Bidder should submit the Bidders profile as per Annexure-II
	k.	The Bidders should give Clause by clause compliance (as per annexure III) of the EOI Checklist (Clauses 3.2 & 3.3).
	l	Bidder should submit the duly signed Integrity pact as per Annexure-IV

Notes:

1. Bidders may please send their proposals in a sealed covers or through e-mail to the following address:

General Manager - Projects & Planning
ITI Limited,
Regd. & Corporate Office, ITI Bhavan
Doorvaninagar, Bangalore – 560 016
Telephone: (080) 25617490
E-mail: sasik_crp@itild.co.in

2. If the offer is sent in hard copies, the cover (Technical Proposal) shall contain clause-by-clause compliance against the EOI document and any other documents requested in the EOI document.
3. 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.
4. All the pages of the technical offer shall be signed by an authorized person of the Technology Provider.
5. Period of Validity of offers: The offer shall remain valid for a period of at least 180 days from the due date of offer submission. Offers valid for a shorter period shall be rejected.
6. Late offer: Any offer received after the prescribed timeline shall be rejected and shall be returned unopened to the vendor.
7. Language of offers: The offers prepared by the vendor and all the correspondences and documents relating to the offers exchanged by the vendor, shall be written in English language.
8. Award of Contract: ITI reserves the right to enter into technology tie up with the Technology Provider who meets the eligibility conditions and, if finalized by ITI, a Memorandum of Understanding Agreement will be signed with the Technology Provider for pursuing all activities related to addressing tenders.
9. Authorized Signatory: All certificates and documents received as part of the offer shall be signed by the Authorized Representative (signing is not mandatory for technical manuals or documentation). The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the vendor shall be submitted when demanded by ITI.
10. 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.

11. 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.
12. The Technology Provider shall be ready to give clarifications on any part of the offer to ITI.
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 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.
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. 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/>

Undertakings (To be in Bidder's Letter Head)

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

1. We are not blacklisted by Central Govt./ any State or UT Govt/ 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 for Rs -- Crs (in the form of BG) towards bid security and Performance Bank Guarantee (..... % of contract value) to ITI (as decided by ITI) as per Customer Tender terms & conditions.
3. That we have adequate manpower with qualifications, certifications and experience as may be required to provide TOT to ITI as well as to provide services/support to the customer as per their tender/PO requirement.
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 for warranty and Post warranty AMC as per the requirement of Customer tender terms and conditions. All software upgrades, patches and Licenses to be provided free of cost, as and when they are released by OEM's.
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:

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 Web site)			
3	Area of business			
4	Annual Turnover for 3 financial years (Rs in Cr)	2017-18	2018-19	2019-20
5	Date of Incorporation			
6	GST Registration number			
7	PAN Number			
8	CIN Number, if applicable			
9	Number of technical manpower in company's rolls			
10	Number of R&D engineers			

Compliance Statement
For EOI Checklist (Clauses nos. 3.2 & 3.3)

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

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 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) 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 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 equivalent 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 liquidated 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 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.

2.

1.

2.