



ITI LTD PALAKKAD

**Request for Quotation (RFQ) for Selection of SIM/USIM Card  
Manufacturer**

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**ITI LIMITED**

**Kanjikode West, Palakkad Kerala PIN-678007, Website: [www.italtd.in](http://www.italtd.in)**

**CIN No:L32202KA1950GOI000640**

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## Introduction

ITI Limited, country's premier telecom company and multi-unit central public sector undertaking, is a total solution provider in telecommunications segment. The company has state-of-art manufacturing facilities in six locations (Bengaluru, Naini, Raebareli, Mankapur, Srinagar and Palakkad) along with an in-house R&D centre in Bengaluru and marketing, sales & projects (MSP) offices spread across the country.

The Palakkad unit of ITI Limited is certified for ISO 9001:2015 and ISO 14001:2015. ITI Palakkad's Smart card manufacturing division got accredited with Certificate of Compliance for the chip embedding and personalization of contact RuPay chip cards and contactless cards by National Payment Corporation of India (NPCI). ITI Ltd, Palakkad is having manufacturing infrastructure for glue tape lamination, hologram/signature panel hot stamping, chip embedding, and Contact/Contactless card personalization. ITI Palakkad had been engaged in SIM Card Manufacturing and supply for BSNL/MTNL a decade and a half before.

ITI Limited Palakkad is interested to register itself as a bidder through the revised **OPEN POLICY FOR EMPANELMENT OF VENDORS FOR SUPPLY OF SIM/USIM CARDS** dated 01.08.2024 released by BSNL. The Policy permits ITI Palakkad to form a consortium with an entity having the required production / personalization. In this regard, ITI Limited Palakkad would like to select a partner for the purpose through a two-stage bid process – the first being an empanelment in two streams through this RFQ and second through a subsequent limited financial bid among the empanelled bidders in the finalised stream.

In line with the above, the present RFQ intends to select bidders. Hence, bids are invited from eligible manufacturers through e - tendering. The RFQ will be processed as OPEN TENDER in TWO BID System, as per following schedule:

Schedule	
Date of RFQ Upload	07.11.2024
Last date for submission for query	10.11.2024
Date of uploading clarifications	12.11.2024
Due Date for RFQ Submission	21.11.2024 2.00 pm
Bid Opening	21.11.2024 2.30 pm
Tender Fee (Non-Refundable)	Rs. 5,000/- +GST as applicable
EMD (Refundable)	Rs. 2,00,000
Mode of submission	Online mode only at <a href="https://itilimited.ewizard.in/">https://itilimited.ewizard.in/</a>
Contact person for e-tendering:	Gagan, Mob: 8448288987, Nithin, Mob: 8448288986

Submission of response to this RFQ shall be deemed to have been made after careful study and examination of this document with all its Scope, Specifications, Terms, conditions & Implications.

Thanking you,

For ITI Ltd, Palakkad

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a '2' and a long horizontal stroke.

Chief Manager – Marketing

ITI Limited, Kanjikode West P.O, Palakkad-678623

Ph: 0491-2568844; Email: mkt\_pkd@itilttd.co.in

**Note:** In this document the term vendor, bidder, partner are used interchangeably. The vendor who bids for this RFQ is called the bidder. The empaneled bidder will become the partner.

## 1. Objective

Selection of bidder, who are established and experienced in SIM/USIM card business in India.

## 2. Scope of Work

2.1. Selection of SIM/USIM-4G Manufacturing vendors as backend partner for ITI in addressing requirements of BSNL/ANY TSP from time to time.

2.2. Vendor will submit its proposal clearly mentioning that the proposal is submitted for empanelment for the supply of 64K/128K non-crypto & non java SIM Cards or for the supply of 4G USIM Card or for both or latest version of card as per the requirement of BSNL/ANY TSP.

### 2.3. PARTNER SCOPE

2.3.1. Provision of all machinery, materials (Chip & Plastic, Consumables, and anything else) required for Manufacturing and personalization, punching & scribing and all other related activities at bidder's own premises in India and carrying out the manufacturing and supply against relevant purchase orders.  
Undertaking to this effect shall be submitted.

2.3.2. Operation and Maintenance of machinery (including manpower) to meet the required throughput

2.3.3. Provision of all supporting software like Operating system, Script for Chips etc.

2.3.4. Job creation QA, output file creation & provisioning to BSNL as per the customisation requirement of Customer

2.3.5. Arranging dispatch of the SIM/USIM cards as per PO terms

2.3.6. Management Information System

2.3.7. Extending Manufacturing premises on Rental basis to ITI Palakkad required as per TSEC requirement in ITI's name.

2.3.8. Obtaining TSEC in ITI's name on bidder's expenses

2.3.9. The selected bidder shall sign a Rental agreement with ITI

2.3.10. The Revenue sharing percentage to be quoted in financial bid shall be over and above the Rental payable

2.3.10.1. To ITI when the Manufacturing/personalization carried out at ITI premises

2.3.10.2. To the Bidder when the Manufacturing/personalization carried out at ITI premises at bidder's premises

### 3. Tenure/period of partnership

- 3.1. The empanelment will be initially valid for a period of three years, renewable for a further period of 3 years on mutual agreement.

### 4. Eligibility Criteria

- 4.1. The bidder shall be a company registered and incorporated in India under the Indian companies Act, 1956 or 2013/ private/public limited company/LLP/Partnership Firm.
- 4.2. The bidder shall have average annual turnover of Rs. 2 Crores from SIM / USIM / Smart Cards/PVC cards/Chip mouldle business during the last three financial years. A certificate from CA clearly stating the turnover from SIM/ USIM/ Smart Cards business should be submitted by the bidder in compliance to this requirement.
- 4.3. The bidder **shall readily have OR willing to setup within 6 months at his own or ITI premises** a manufacturing and personalization facility of capacity of 1 million SIM/USIM Card per month in India. An undertaking shall be submitted to this effect. Details of manufacture/ customisation/personalization as per checklist shall be submitted.
- 4.4. The bidder, **who is already empaneled with BSNL as SIM/USIM supplier, shall not be eligible to participate in the RFQ** but a bidder who is part of any other consortium for the same purpose can participate. A declaration to this effect shall be submitted.
- 4.5. The bidder shall submit an undertaking that they will support ITI in obtaining below certifications
  - 4.5.1. 64K/128K native SIM Cards for TSEC i.e. (QF-103 form) within two months of the date of issue of empanelment order.  
OR/AND
  - 4.5.2. 4G/5G USIM Cards for TSEC i.e. (QF-103 form) within two months of the date of issue of empanelment order.  
AND
  - 4.5.3. Any other certifications as per customer requirement in future.
- 4.6. Human Resource: Bidder shall submit a list of Key Management and technical personnel with their domain knowledge & experience.
- 4.7. Blacklisting: Bidder shall submit self-declaration(s) that the bidder or any of the promoters/directors/partner or member are not blacklisted by the Central/ any other States/ Union Territories Government/Quasi-Govt/Govt. Undertaking/ Banks/Financial Institution or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade or for any other reasons or bad performance/ delayed delivery / Bank NPA, CDR (Corporate Debt Restructuring), SDR (Special Debt Restructuring), NCLT or for any other defaulting reason as on date of issue of this RFQ. Undertaking in this regard to be submitted as per checklist.
- 4.8. The bidder should have PAN, GST

- 4.9. The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along supporting documents. All documents submitted will also be self-attested by the bidder.
- 4.10. Bidder should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment. Undertaking in this regard to be submitted.

**5. Financial bid**

- 5.1. The bidder has to submit the percentage of Revenue share on basic value of Purchase Order issued by the end customer.
- 5.2. H1 bidder will be selected

Activity	Revenue Share (%)
Carrying out all activities required for execution of Purchase Order with own resources including Man, Machinery, and Technology etc., of the bidder*	

\* The Revenue share % quoted shall take into consideration of the clause 2.3.10

**6. Selection process**

- 6.1. The bidders will be shortlisted after scrutiny of the technical documents submitted by bidders.
- 6.2. The financial bid of the shortlisted bidders will be opened and H1 among them will be selected as the partner

**7. Terms of partnership**

- 7.1. Empaneled partner(s) shall undertake to sign a Consortium agreement with ITI as per the BSNL Open policy under ref: BSNLCO-NGSM/18(11)/1/2020-NWP-GSM-II dated 01.08.2024.
- 7.2. Manufacture/customize/personalize the SIM/USIM cards as per the specification and compliance statement shall be submitted as checklist.
- 7.3. Bidder should undertake to comply with all the end customer requirements including technical specifications (undertaking to be submitted at the time of enquiry)
- 7.4. EMD: The selected bidder shall undertake to submit required EMD on behalf of ITI Limited in any tender which they are addressing along with ITI LIMITED.
- 7.5. PBG: The bidder shall undertake to submit PBG to end Customer on behalf of ITI towards warranty obligation of end customer.
  - 7.5.1. PBG shall be valid for 3 months or more after warranty period as per the customer requirement.

- 7.5.2.If the PBG validity is going to expire before completion of project (i.e.: before obtaining NOC/Commissioning Certificate), it will be obligatory on the bidder to extend the PBG validity period accordingly.
- 7.6. An undertaking from the bidder the bidder that they the capability to carry out the manufacturing and personalization of GSM SIM cards as per customer requirement.
- 7.7. All commercial terms with partner will be back to back as per customer Tender/PO. Undertaking to this effect shall be submitted.

## **8. Earnest Money Deposit**

- 8.1. Earnest Money Deposit- An Amount of Rs. 2,00,000/- (Rupees Two Lakh only) through Electronic Transfer/Demand Draft/Bank Guarantee issued by a nationalised/ commercial bank located in India in favour of the Customer. EMD will be exempted for such bidders who are classified as an MSME having valid Udyam Certificate.
- 8.2. The EMD to be submitted online through the e-tendering portal and to be submitted as part of Technical bid.
- 8.3. **Discharge of Earnest Money Deposit**

- 8.3.1.The EMD of bidders those who are not qualified after evaluating the eligibility criteria in the techno-commercial and eligibility bid will be returned as early as possible.
- 8.3.2.The EMD of successful bidder will be discharged after the bidder's acceptance of Purchase Order and submission of Performance Bank Guarantee.
- 8.3.3.The EMD of all other unsuccessful bidders will be discharged on finalisation of the successful bidder.
- 8.3.4. The EMD will be forfeited if any bidder withdraws the bid during the validity period of the bid, or, in the case of a successful bidder, the bidder fails to accept the Purchase order.

## **9. Performance Bank Guarantee (PBG)**

- 9.1. Selected bidder shall submit Performance Bank Guarantee for an amount Rs. 5,00,000/- in Indian Currency (including Tax Value and other values), valid for 3 years period plus 3 months (39 Months) from the date of signing MoU, which can extendable based on period of partnership, drawn from any Nationalised/ Scheduled Bank in India.
- 9.2. The proceeds of the performance bank guarantee will be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete his obligations under the contract.
- 9.3. The performance security Bond will be in the form of Bank Guarantee issued by an Indian Nationalised / Scheduled Bank.
- 9.4. The Performance Security Bond will be discharged by the Purchaser after completion of the Supplier's performance obligations including warranty obligations under the contract. The PBG will be released within 90 days from the date of end of contract period.



#### 10. Checklist: Documents to be submitted

a)	Company Profile	<i>Annexure I</i>
b)	Undertaking regarding 2.3.1 or 2.3.2 shall be submitted.	
c)	Certificate of Incorporation as per clause 4.1	
d)	Memorandum & Articles of Association	
e)	GST Registration Certificate	
f)	Copy of PAN Card	
g)	CIN (Corporate Identity Number), if applicable	
h)	Audited financial statements for Three years (2021-22 & 2022-23, 2023-24) by CA and Auditors	
i)	Details of manufacture/ customisation/personalization as per clause 4.3 ( <b>applicable to Bidder who has existing manufacturing facilities in India</b> )	<i>Annexure-II</i>
j)	Valid Power of Attorney on Rs.100/- Stamp Paper for authorizing the person signing the bid for this RFQ.	
k)	Non-Disclosure Agreement as per	<i>Annexure –III</i>

l)	<p>Pursuant to Order No. F.No 6/18/2019-PPD dated 23-July-2020 from Department of Expenditure, Ministry of Finance, the bidder and Consortium member should be either of the following:</p> <p>a. Not from a country which shares a land border with India,</p> <p style="text-align: center;">(OR)</p> <p>b. From a country which shares a land border with India and registered with competent authority in accordance with order mentioned above. The definition of bidder from a country which shares a land border with India shall be as in Paragraph 8 of the above mentioned order. Further all the guidelines mentioned to this above order shall be applicable to this RFQ. Bidder shall carefully go through the same and ensure its eligibility as per the said order. The bidder has to submit a self-declaration as per the format at <i>Annexure-IV</i></p>
m)	<p>Specification compliance sought at 6.2 as per <i>Annexure-V</i></p>
n)	<p>Pre-integrity pact <i>Annexure-VI</i></p>
o)	<p>Submission of declaration/undertaking as per 4.2 4.3, 4.4, 4.5, 7.1, 7.3, 7.5, 7.6, 7.7</p>
p)	<p>RFQ documents along with corrigendum, if any to be signed and stamped by the bidder as acceptance of all the terms and conditions and same to be submitted along with bid documents.</p>

## **11. General Terms & Conditions**

### **11.1. Confidentiality**

11.1.1. All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Procuring Entity to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract are confidential.

11.1.2. If advised by the Procuring Entity, all copies of such information in original shall be returned on completion of the contractor's performance & obligations under this contract

### **11.2. Transparency**

All procuring authorities are responsible and accountable to ensure transparency, fairness, equality, competition and appeal rights. This involves simultaneous, symmetric and unrestricted dissemination of information to all likely bidders, sufficient for them to know and understand the availability of bidding opportunities and actual means, processes and time limits prescribed for completion of registration of bidders, bidding, evaluation, grievance redressal, award and management of contracts. It implies that such officers must ensure that there is consistency, predictability, clarity, openness, equal opportunities in processes.

### **11.3. Indemnity**

The empaneled partner to indemnify ITI LIMITED from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc. as charged by the customer. LD/ Penalties incurred on account of delay in supply, product failure during warranty if any and deficiency in Warranty and AMC services attributable to the partner shall be borne by the partner.

### **11.4. Arbitration**

11.4.1. In case amicable settlement is not reached in the event of any dispute of difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the contractor in any manner touching upon the contract, such dispute or difference shall (Except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by ITI LIMITED.

11.4.2. The award of the arbitrator shall be binding upon the parties to the dispute.

11.4.3. Subject as aforesaid, the provisions of Arbitration and reconciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there

under and for the time being in force shall apply to arbitration proceedings under this clause. The cost of arbitration shall be borne equally by both the parties.

11.4.4. Work under the contract shall be continued during the arbitration proceedings.

11.4.5. Failure to comply with any of the above conditions can result in termination of the contract, forfeiture of the security deposit, penalty as may be decided by ITI LIMITED and future blacklisting of the contractor.

11.4.6. The arbitration location will be at Kochi

**11.5. Set Off**

Any Sum of money due and payable to the supplier under this contract may be appropriated by the purchaser or any other person contracting through the ITI LIMITED and set off the same against any claim of the purchaser for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the purchaser.

**11.6. Intellectual Property Rights**

11.6.1. All deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the contractor under this contract shall become and remain the property of the procuring entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without: the procuring entity's prior written consent.

11.6.2. The contractor shall, not later than upon termination or expiration of this contract, deliver all such documents and software to the procuring entity, together with a detailed inventory thereof.

11.6.3. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.

**11.7. Language of offers**

The offers prepared by the Company and all the correspondences and documents relating to the offers exchanged by the companies shall be written in English language.

**11.8. Cost of RFQ**

The bidder shall bear all costs associated with the preparation and submission of his offer against this RFQ, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI LIMITED. ITI LIMITED will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the RFQ process.

**11.9. Purchaser's Right to accept any bid and to reject any or All Bids or to cancel the RFQ**

ITI LIMITED reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

**11.10. Amendment of RFQ**

At any time prior to the last date for receipt of offers, ITI LIMITED, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFQ 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 LIMITED 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 RFQ.

**11.11. Disclaimer**

ITI LIMITED 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 LIMITED and/or any of its officers, employees.

Bidder Company Profile

1.	Name and address of the company			
2.	Contact Details (Contact person name with designation, Telephone Number, E- mail and Web site)			
3.	Date of Incorporation			
4.	GST Registration number			
5.	PAN Number			
6.	CIN Number, if applicable			
7.	MSME Udyam Certificate No (if applicable)			
8.	EXIM Code			
10.	Employee head count in company			
	Net Worth as on 31-03-2023			
11.	Annual Turnover of the company for last 3 FY (Rupees in Crore)	2021-22	2022-23	2023-24
12.	SIM/USIM Turnover for last 3 financial years(Rupees in Crore)	2021-22	2022-23	2023-24
13.	Major Area of business			

Authorized Signatory

Details of customization / personalization center may be given as under.

Name of the Company	
Location/Address	
Area	
Year of commencement	
Services offered by the center	
Resources available	
Total No. of Employees	
Installed Capacity(per month)	
No. of cards personalized till the 31 <sup>st</sup> December of last year	
Response Time(with Quantities)in weeks	
No. of cards Personalization equipments	
Type of Equipment	
Make of Personalization Equipment	
Capacity of each equipment	
Security Arrangement	
Logs of usage/Production	
Personalization Process	
Logistics	
Quality Control Process	
Preventive Maintenance	
Arrangement for Critical Data Backup	
Emergency situations handling(faster deliveries in Emergency situations)	
Re-personalization	
Any other information	
Telephone/FAX No.	

Authorized Signatory

Non- Disclosure Agreement

By and between

ITI LIMITED  
(A Government of India Enterprise)  
Kanjikode West, Palakkad-678623,Kerala, India

(herein after "ITI")

On the One Hand

And

(herein after "XXXX ")

On the Other Hand

Either or both may also be hereinafter referred to, individually as the "Party," and collectively as the "Parties."

ARTICLE 1. DEFINITIONS

"Agreement" means this Non-Disclosure Agreement.

"Confidential Information" as used in this Agreement shall mean all trade secrets and information which is disclosed by the Disclosing Party and is designated as Confidential Information and/or Proprietary Information by the Disclosing Party, including, but not limited to, technical data, know how, type design, concepts, descriptions, specifications, schematics, research, product plans, products, services, lists of customers, markets, developments, inventions, processes, manufacturing processes designs, drawings, films, documentation, engineering hardware configuration information, engineering data, marketing, notes, models, compositions, algorithms, software programs, software source documents, program schedule, visual demonstrations, photographs, manuscripts, texts, video recordings, formulations, equipment or apparatus, oral discussions, sales, marketing and/or business plans and/or financial information, cost estimates, pricing policy which is identified as confidential and/or proprietary by the Disclosing Party in accordance with the guidelines in Article 4 which may be made available in any form including machine readable. For avoidance of doubt "Confidential Information" also includes analysis, compilation, studies and other material prepared by or in the



possession or control of the Recipient which contain or otherwise reflect or are generated from any such information as is specified in this definition.

“Disclosing Party” means that Party which directly or indirectly provides or makes available Confidential Information to the other in connection with this Agreement.

“Receiving Party” means that Party which receives or obtains Confidential Information directly or indirectly from the Disclosing Party in connection with this Agreement.

## ARTICLE 2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to allow the Parties to exchange confidential information

both technical and commercial, to:

Enable ITI, to ensure timely submission of a technically state of the art and cost competitive proposal consistent with the requirements spelt out in the tender ref .....

Participate in the presentation/ demonstration to the vendor on No Cost No Commitment basis if called to do so.

## ARTICLE 3. IDENTIFICATION OF INFORMATION

XXX information relates to business, financial and technical data related to the system engineering, manufacturing, marketing and business development capabilities with specific reference to the parameters laid out in the RFQ

ITI information relates to business, financial and technical data related to its system engineering, marketing and business development capabilities with specific reference to the parameters laid out in the RFQ

## ARTICLE 4. CONFIDENTIAL INFORMATION RIGHTS AND OBLIGATIONS

- a) Information that is to be accepted in a confidential relationship and treated as Confidential Information, shall be disclosed in a tangible form, and shall be conspicuously marked as being “Private,” “Confidential,” or by any other appropriate legend clearly indicating the confidential nature of the information.
- b) Confidential Information, if first disclosed in a non-written or other non-tangible form, shall be identified by the disclosing party at the time of disclosure as being

disclosed in confidence, shall be reduced to tangible form and marked in accordance with Article 4(a), and such tangible form shall be delivered to the Party identified above within twenty (20) working days after the date of first disclosure. During the above stated 20-day period, such Confidential Information shall be protected in accordance with the terms of this Agreement.

- c) Confidential Information that is disclosed pursuant to this Agreement shall not be used other than for the purposes submitted, or disclosed to any third party, unless authorized in writing by the disclosing Party.
- d) Upon receiving Confidential Information from the disclosing Party, recipient shall use at least the same degree of care that it uses in protecting its own information of like kind, but not less than reasonable care to safeguard such Confidential Information from an unauthorized use or disclosure. Recipient agrees that each employee having access to Confidential Information of the other Party to this Agreement, shall be in a "need-to-know" basis and shall be informed of the existence of this Agreement.
- e) If the Receiving Party makes any copies, extracts, summaries, or digests of the Confidential Information (including computer entries), the Receiving Party shall ensure that appropriate legends are affixed thereto. Copies made by a reproduction service contractor, for the exclusive use of a Party to this Agreement is permitted, provided the service contractor has executed a non-disclosure agreement, which is sufficient to protect the Confidential Information required under this Agreement.
- f) XXX undertakes to observe all requirements of security regulations of the Government of India to the extent they apply to Proprietary / Confidentiality Information disclosed pursuant to hereinto.

## ARTICLE 5. AGREEMENT AND CONFIDENTIALITY TERMS

This Agreement shall terminate after the period of time specified below, from the date of last execution of this Agreement by the Parties, except that either Party, upon thirty (30) days written notice to the other Party, may terminate this Agreement. All obligations to maintain confidentiality shall survive termination under this Article 5 and Article 9.

The Term of this Agreement shall be Two (2) years from the effective date hereof, as determined by the last date of execution.

Notwithstanding the above, the provisions of this Agreement, as they relate to Proprietary Information, shall remain in full force indefinitely unless expressly agreed otherwise in writing by the parties. Furthermore, the receiving party agrees to promptly return or destroy, as instructed by the disclosing party, any Proprietary Information received from the disclosing party, together with all copies thereof, upon request by the disclosing party, termination of the Agreement or expiry or termination of the Purpose, whichever is earlier.

## ARTICLE 6. PROTECTION LIMITATIONS

It is acknowledged by the Parties, that when any portion of such Confidential Information falls within any of the following provisions, such portion of such Confidential Information is released from the protection provided under this Agreement from the date such provision becomes effective:

- a) Information which is or becomes part of the public domain without breach of this Agreement;
- b) Information which is subsequently received from a third party who did not obtain, or disclosesuch information in violation of any rights of the Disclosing Party;
- c) Information which is already known to a Party, which is substantiated by reasonable evidence;

Information which is publicly disclosed with the prior written approval of the Party that owns, or controls the information; or

Information which was independently developed by an employee of the receiving Party, who did not have access to the disclosed information, and independent development, is substantiated by reasonable evidence.

## ARTICLE 7. CONTACT

Each Party shall designate in writing one or more individuals within its organization as the only persons authorized to receive Confidential Information exchanged hereunder. Such authorized recipients initially designated are:

ITI LIMITED

XXXXX

Phone :

Fax :

Email ID : [mkt\\_pkd@itilttd.co.in](mailto:mkt_pkd@itilttd.co.in).

Designated authorized recipients may be changed at any time upon written notice.

## ARTICLE 8. JUDICIAL ORDER

Notwithstanding the foregoing, nothing in this Agreement shall restrict the right of either Party to this Agreement, from disclosing such Confidential Information pursuant to a judicial order issued by a court of competent jurisdiction, or other valid and binding court ordered discovery, but only to the extent so ordered, provided, however, that the Party so ordered shall notify the other

Party to this Agreement, in writing, of such pending action to compel disclosure or such order in sufficient time to permit adequate time for response by the affected Party. The receiving Party shall provide all reasonable assistance, at the disclosing Party's expense and direction, in opposing such disclosure order.

#### ARTICLE 9. TERMINATION PROVISIONS

All such Confidential Information and copies, extracts, summaries, or digests (including computer retained format) thereof shall remain the property of the disclosing Party. All such Confidential Information shall be returned to the disclosing Party upon the first of the following events shall occur:

- a) Within thirty (30) days after the termination of this Agreement under Article 5;
- b) At the request of a Party upon completion of the purpose(s) for which it was submitted;
- c) Upon the determination by a Party that received the information that it no longer desires to possess such Confidential Information; or
- d) Upon breach of any of the obligations of this Agreement, wherein such Confidential Information, and all copies thereof, shall be returned to the Party that owns or controls the Information within thirty (30) days of written demand by such Party.

#### ARTICLE 10. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of both Parties respectively.

#### ARTICLE 11. ASSIGNMENT

Neither Party shall assign or otherwise transfer any of its rights nor shall obligations under this Agreement to any third Party inure without the prior written consent of the other Party and any attempted assignment or transfer without such prior written consent shall be null and void.

#### ARTICLE 12. GENERAL PROVISIONS

No license, right, title, or interest in, or to any patent, trademark, mask work, copyright, service mark, or any other intellectual property rights, is granted or implied by disclosure of, or access to such Confidential Information disclosed hereunder. Each Party warrants that it has the lawful, unqualified right to transfer, use, or otherwise disclose the information transmitted hereunder. No other warranties, express, or implied at law, or in equity, are intended or deemed to arise by virtue of entering into this Agreement or performing hereunder.

In the event of breach of the terms of this Agreement, the failure of a Party to enforce any right under this Agreement, shall not be deemed a waiver of any right hereunder. The invalidity in whole, or in part, of any condition of this Agreement shall not affect the validity of any other condition hereof. At all times, both Parties shall remain independent contractors, with each responsible for its own employees and representatives. This Agreement is not intended to be, nor shall it be construed as, a joint venture, partnership or other formal business organization,

and neither party shall have the right or obligation to share any of the profits, or bear any losses, risks or liabilities of the other Party by virtue of this Agreement. Neither Party is authorized to act for, or on behalf, of the other Party, nor to bind or, otherwise commit the other Party to any contract, or other matter.

- a) This Agreement is deemed to be made under, and shall be construed in accordance with the laws of India.
- b) Arbitration: If a dispute arises out of or in connection with this agreement the parties agree to submit that dispute to arbitration under the ICADR, Arbitration Rules, 1996. Such dispute(s) or differences shall be referred to and settled by an arbitral tribunal comprising of three (3) arbitrators, one to be appointed by each party, and the third arbitrator to be appointed by both the selected arbitrators. In case any party fails to appoint an Arbitrator within 30 days from the date of receipt of the request to do so from the other party; or the appointed arbitrators fail to agree on the third arbitrator within 30 days from the date of their appointment, then the appointment shall be made, upon the request by the party, by the ICADR.

The International Centre for Alternative Dispute Resolution will provide administrative Services in accordance with the ICADR Arbitration Rule, 1996.

The language of Arbitration proceedings shall be English. The place of Arbitration proceedings shall be Kochi, Kerala.

- c) No amendment or modification of this Agreement shall be valid, or binding on the Parties, unless made in writing and signed on behalf of the Parties, their respective duly authorized officers, or representatives.
- d) This Agreement may be executed in counterparts and transmitted by facsimile, each of which when so executed and transmitted shall be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.

This Agreement supersedes all previous understandings between the Parties with respect to the subject matter of this Agreement.

- i. Neither Party will, solicit or attempt to solicit, either directly or indirectly, with an employee or contractor of the other during the term of this Agreement and for a period of one (1) year after termination of this Agreement

#### ARTICLE 13. AGREEMENT LANGUAGE

This Agreement has been executed and delivered in text using the English language, which text, despite any translation into any language, shall be controlling.

#### ARTICLE 14. DPE Guidelines:

It is expressly understood and agreed by and between xxxx and ITI that ITI is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this

agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that ITI is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable Laws of India and general principles of Contract Law. The xxxx expressly agrees, acknowledges and understands that ITI is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, xxxx hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impeder claims or counter claims against the Government of India arising out of this contract and covenants not to sue the Government of India as to any manner, claim, and cause of action or thing whatsoever arising of or under this agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives, as of the date listed below.

ITI Limited  
(Typed Name)  
(Title)

XXXXX By  
(Typed Name)  
(Title)

(Signature)  
(Date Signed)

(Signature)  
(Date Signed)

In the presence of Witness

1) Signature

Name

Address

2) Signature

Name

Address

CERTIFICATE

(Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017)

To:

ITI Limited, .

Kanjikode West, Palakkad – 678623.

Dear Sir,

**RFQ Ref No. .... dated .....**

**Bidder Name:.....**

We, M/s ----- are a private/public limited company/LLP/Firm having our registered office at -----(referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned RFQ and in this connection we hereby declare, confirm and agree as under:

- a) We, the Bidder have read and understood the contents of the Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.
- b) In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

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\* We, the Bidder are not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017.

or

\*We, the Bidder are from such a country and has been registered with the Competent Authority i.e the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Section I to the said Office Memorandum / Order and we submit the proof of registration herewith. (*\*Delete whichever is not applicable*)

- c) We, the Bidders agree and undertake that if the contract is awarded to us, we will not sub-contract or outsource the contract and / or any part thereof unless such subcontract/ outsourcing is permitted by ITI Limited in writing, in which case we shall not sub-contract or outsource the work to a contractor from such countries, unless such contractor is registered with the Competent Authority and proof of same is obtained.
- d) We, the Bidders hereby confirm that we fulfill all the eligibility criteria as per RFQ and are not ineligible from participating in the Tender in view of the above Office Memorandum and Order. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, ITI Limited shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action against us. ITI Limited, shall also be within its right to forfeit the security deposits provided by us and also recover from us the loss and damages sustained by the on account of the above.

This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order (Public Procurement No.1) both bearing F.No.6/18/2019/PPD of 23rd July 2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India including the words defined in the said order (reproduced hereunder) which shall have the same meaning for the purpose of this Declaration cum Undertaking.

*“ Definitions ”*

*"Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant'*

*'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an*

*association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.*



*"Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.*

*"Bidder from a country which shares a land border with India" for the purpose of this*

*Order means:*

- a) An entity incorporated, established or registered in such a country; or*
- b) A subsidiary of an entity incorporated, established or registered in such a country; or c) An entity substantially controlled through entities incorporated, established or registered in such a country; or*
- d) An entity whose beneficial owner is situated in such a country; or e) An Indian (or other) agent of such an entity; or*
- f) A natural person who is a citizen of such a country; or*
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above*

*"Beneficial owner" for the purpose of above will be as under:*

- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means*

*Explanation—*

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;*
- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;*
- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;*
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;*
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;*

- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more
- vi. interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

"Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons."

Executed at..... On this the ...day of .....

Authorised Signatory

M/s----- Signature and Name

Seal of the Bidder

\*Note: Where applicable, evidence of valid registration by the Competent Authority shall be attached

Technical Specifications/Requirements for SIM/USIM cards

We hereby conform to Supply/Manufacture the SIM/USIM Cards as per Technical Specification/requirement mentioned below

**i. SIM Cards:**

The SIM cards to be supplied shall fully comply with TEC/GR/WS/SIM-001/04/NOV- 15 for SIM cards issued by TEC, New Delhi with all amendments as on date except for following:

- a) The memory of RAM shall be sufficient to full fill the performance requirement as per the ISO7816-3 and GSM 11.11 and shall at least be 2KB for 64K & 5KB for 128K EEPROM SIM card. This shall also be applicable for the cards with flash type memory.
- b) The 64K/128K SIM cards shall be of Non Crypto and Non Java.
- c) The 64K/128K SIM cards shall be with flash type memory.
- d) The purchaser reserves the right to procure SIM cards with vernacular STK support.

**ii. USIM Cards:**

The USIM Cards to be supplied shall comply with technical specifications as per BSNL/Specification/USIM-001/06 April 2017 issued by BSNL.

- a) BSNL may procure SIM / USIM cards with different form factors i.e. Nano SIM (4FF), Normal SIM (2FF), Micro SIM (3FF), SIM / USIM with re-plug form factor (2FF+3FF+4FF), etc. The SIMs with re-pluggable factor should be interchangeably usable for both 2FF (Normal SIM) & 3FF (Micro SIM).
- b) The quantity for different type of form factor will be specified by BSNL at the time of purchase order.
- c) The 64K/128K SIM cards supplied shall be capable of interworking with the OTASP platforms being supplied by the supplier of BSNL GSM network. The SIM card shall support standard OTASP protocols.
- d) Successful bidder shall demonstrate the interworking of the SIM cards with these platforms. Presently BSNL has OTA server of M/s G&D and the successful bidder shall liaise with the IMPCS equipment suppliers of BSNL and the OTASP platform supplier for customization/personalization at their own cost.

Authorized Signatory

**PRE CONTRACT INTEGRITY PACT**

PURCHASE ENQUIRY REF \_\_\_\_\_, DATED \_\_\_\_\_

THIS Integrity Pact is made on.....day of .....20 ..

**BETWEEN:**

ITI Limited having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bangalore – 560 016 and established under the Ministry of Communications, 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 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 organisational procedures, contract for acting as ..... (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 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.
- 1.2 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 to 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 be 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 organisation.

#### **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 the 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.
- 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.

8.8 Details of the IEMs appointed by the principal at present is furnished below:-

**IEM - I**

Shri Javeed Ahmad, IPS (Retd.)  
M-1101, Shalimar Gallant Apartment,  
Vigyanpuri, Mahanagar, Lucknow-226006

**IEM – II**

Shri Atul Jundall, IFS (Retd.)  
3/10 Vishesh Khand Opp. Little Fiend School Gomti Nagar,  
Lucknow-226010(UP)

**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.

12.3 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. 4 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).....

End of the RFQ