



ITI LIMITED  
Palakkad Plant, Kanjikode West  
PALAKKAD – 678 623  
KERALA -INDIA

Phone: +91 491 2564375

E-Mail : [pur5\\_pkd@itilttd.co.in](mailto:pur5_pkd@itilttd.co.in)

For Tenders: <https://tenders.itilttd.in/>

Website: <https://www.itilttd.in/>

Ref.: PF190K035

January 12, 2021

Dear Sirs,

**SUB: QUOTATION REQUEST FOR PROGRAMMABLE DC POWER SUPPLY**

We are having requirement of following items. Hence, you are requested to submit your lowest quote as per specifications subject to following terms and conditions:

1. Item :

Sl. No	Item	Unit	Qty.	Make and Model
1	PROGRAMMABLE DC POWER SUPPLY with Power Cord, OEM Authorisation letter, User Manual, Calibration Certificate etc., Installation and Commissioning with Warranty 3 years	No	15	TDK LAMBDA Model Z60-14

2. Quotation validity : 120 days from the date of issue  
3. Supply : Immediate after receipt of Purchase Order  
4. Delivery : FOR at ITI Limited, Palakkad  
5. Warranty : Three year  
6. Due date : 27-01-2021 at 4.00 PM

7. Payment Terms

- 7.1 90% payment will be made after 90 days of receipt, subject to successful installation and commissioning and acceptance.  
7.2 10% payment after completion of warranty period or on completion of six months after commissioning, against submission of Performance Bank Guarantee for a value of 10% of our Purchase Order covering the warranty period.

Kindly submit your valuable quote before the due date and make it convenient to present in the tender opening, scheduled to be held on 28-01-2021 at 2.30 PM.

Thanking you,

For ITI Limited, Palakkad,

DEPUTY GENERAL MANAGER (COM & MM)

**NOTE :**

1. Clarification may be through email id [pur5\\_pkd@itilttd.co.in](mailto:pur5_pkd@itilttd.co.in) also. Tender will be opened as per schedule. If any changes, will be intimated separately.
2. Quotation should have your valid GST Registration Certificate.

Encl.: General Terms and conditions

## **1. GENERAL TERMS AND CONDITIONS:**

- 1.1 The bidder shall undertake the installation and commissioning tasks at ITI Ltd. Palakkad.
- 1.2 The supplier shall perform the services in accordance with generally accepted standards and practices used in the professional engineering and consulting standards
- 1.3 The bidder shall provide, if necessary, licenses and support for the same.
- 1.4 The Bidder shall provide maintenance support for service and spare parts for the warranty period of 3 years, at no extra cost.
- 1.5 This work shall be in compliance with all applicable standards, statutory regulations and safety requirements in force of the date of award of this contract
- 1.6 The bidder shall also be responsible for deputing qualified personnel for installation, testing, commissioning and other services under his scope of work. All required tools and tackles for completing the scope of work is also the responsibility of the bidder
- 1.7 The supplier shall bring all testing equipment. A test report shall be submitted after the completion of the work
- 1.8 All the cables, connectors, sockets, panel's etc. shall be labeled for identification purpose
- 1.9 Equipment furnished shall be complete in every respect with all mountings, fittings, fixtures and standard accessories normally provided with such equipment's and/or needed for erection, completion and safe operation of the equipment's as required by applicable codes though they may not have been specifically detailed in the technical specification, unless included in the list of exclusions

## **2. General Information**

- 2.1 Total value of all items including installation and commissioning charges will be considered for comparison for ordering purpose.
- 2.2 The bidder need to attach all technical documentation/data sheets related to the offered items.

## **3. Techno commercial Eligibility**

- 3.1 The Bidder must be a registered and reputed firm in India and should be operating in India for the last 2 (Two Years). The Certificate of incorporation or certificate of commencement of business shall be submitted.
- 3.2 The bidder should be an OEM or an authorised agent of the OEM of offered items. Authorised agents have to produce the certificate from the OEM in this regard.
- 3.3 The bidder should have executed orders past. Documentary evidence of details of orders executed shall be submitted.
- 3.4 The bidder shall submit an undertaking from OEM that all equipments supplied are new and are not declared as end of life products.
- 3.5 The bidder shall submit a statement of unconditional acceptance of full responsibility for executing the Scope of Work.
- 3.6 The specifications of offered items are to be submitted by OEM Documents.



- 3.7 The bidder shall submit copies of GST registration certificates and Income tax PAN.

#### **4. Submission of Bid Documents**

- 4.1 The bid will be processed on a **THREE BID (cover) SYSTEM**.
- 4.2 The bidder shall submit the following documents along with the bid. The documents shall be submitted in three sealed covers super scribing RFQ reference and due date along with the following marking in the respective cover :
- a) EMD
  - b) Technical Bid
  - c) Price Bid

##### **5.1. EMD**

The sealed cover marked **“EMD COVER - RFQ Ref: PF190K035, Due Date – 27-01-2021”** shall contain:

- i. Demand Draft for EMD as per the clause 7.1 below.  
  
OR
- ii. MSME suppliers who seek exemption from submission of EMD shall enclose the necessary documents as called for in clause 7.2.  
Bids submitted without EMD OR certificates required for MSMEs as stated at clause 7 in the EMD Cover will not be processed. No further opportunity will be given to the bidder to produce EMD or necessary documents to claim benefits for MSMEs.

##### **5.2. ELIGIBILITY AND TECHNICAL BID**

The sealed cover marked **“ELIGIBILITY AND TECHNICAL BID COVER - RFQ Ref: PF190K035, Due Date – 27-01-2021”** shall contain:

- (i) Duly attested company registration certificate if the bidder is an OEM OR Authorisation letter from the OEM if the bidder is not an OEM
- (ii) Certificate of Performance OR copy of Purchase Orders/Invoices for having supplied/similar work undertaken to reputed firms
- (iii) Address, contact details and organization of the technical support group in India
- (iv) Signed and Sealed compliance to General Terms and Conditions & Integrity Pact as per clause 9 – all pages

##### **5.3. PRICE BID COVER**

The sealed cover marked **“PRICE BID COVER - RFQ Ref: PF190K035, Due Date – 27-01-2021”** shall contain:

- 5.3.1 The bidder should submit Price bid for the items mentioning Make, Model, Unit rate, Quantities and value against each item. Duties and Taxes shall be indicated against each item.
- 5.3.2 Prices shall be indicated both in figures and in words for total value.
- 5.3.3 Prices shall be FOR AT OUR STORES (ITI Limited, Kanjikode) and shall include all charges towards packing, forwarding, freight, transit insurance, loading and unloading.

- 5.4. All the above three sealed and marked bid covers shall be enclosed in a sealed outer cover marked **"BID COVER - RFQ Ref: PF190K035, Due Date – 27-01-2021"**
- 5.5. The bidder is expected to examine all requirements and terms and conditions of the tender. Failure to furnish required information in every aspect or non-submission of necessary proof and relevant document or non-submission of EMD may lead to rejection of the bid
- 5.6. Quotation should have your valid GST Registration Certificate.
- 5.7. If any changes of your terms and conditions should be in your quote, otherwise, our terms and conditions will be final.
- 5.8. **Each page of the bid document shall be signed by the bidder unconditionally.**
- 5.9. The bid documents shall be addressed and submitted to the following address:  
"Deputy General Manager (MM)  
ITI Limited  
Kanjikode West  
Palakkad, Kerala, India - PIN 678 623  
Phone: +91 491 2564375, E-mail: pur5\_pkd@itilttd.co.in, "
- 5.10. The Purchaser assumes no responsibility of bids delivered to any other address other than that mentioned above. It will be the bidder's responsibility to ensure that the bids are submitted at the correct delivery address and before the bid closing time.
- 5.11. Quotation validity should be 120 days from the date of quote
- 5.12. Due date of tender submission is 27-01-2021 at 4.00 PM and the technical bid opening will be the next day at 14.30 hrs. in the presence of the bidders or their authorized representatives who choose to attend the tender opening. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders' representatives before they are allowed to participate in the bid opening. If the day of the bid opening is declared as holiday on account of any reason, the bid opening will be fixed at 14:30 Hrs on the next working day.
- 5.13. A maximum of two representatives of the bidder shall be permitted to attend the bid opening.
- 5.14. On the day of the bid opening as specified at clause 5.12, the covers containing EMD, Technical bid only will be opened. "The Technical bid" will be opened only on satisfying the availability of EMD OR valid NSIC certificate for MSMEs in the EMD Cover. The Price bids will be opened only of those bidders who get qualified in the subsequent technical evaluation of the purchaser. Price bid opening date will be informed to the qualified bidders separately by the Purchaser.

## **6. Clarification on Bid Documents**

- 6.1 A prospective bidder, requiring any clarification on the Bid Documents shall do so in writing or by e-mail at the Purchaser's mailing address indicated in the invitation of Bid on or before the bid submission closing date.
- 6.2 Notwithstanding the above, the Purchaser may, for any reason, modify the tender documents on its own which will also form part of the addendum to be published on in the Purchaser's web site (itilttd-india.com) and Central Public Procurement Portal, as per schedule mentioned. All prospective bidders are requested to check the Purchaser's website before preparation and submission of the bids. Any bid submitted without taking in to account requirements as per tender clarifications/addendum for reasons what so ever, may lead to summary rejection of the bid document.

## **7. Earnest Money Deposit (EMD)**

- 7.1 The bidder shall submit a Demand Draft for an amount of Rs. 84,000/- (Indian Rupees Eighty four thousand only) drawn in favour of ITI Limited payable at Palakkad, from any Indian Nationalised /Scheduled Bank towards Earnest Money Deposit. Non submission of EMD will lead to disqualification of the bid.
- 7.2 Micro and Small Enterprise (MSE)s enlisted with National Small Industries Corporation through Single Point Registration scheme (SPRS) to get the benefits under Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012 as notified by the Government of India, Ministry of Micro Small & Medium Enterprises, New Delhi vide Gazette Notification dated 23.03.2012 and amendment vide order no. S.O. 5670(E) dated 9th November 2018 are exempted from submission of EMD. Those bidders who would like to claim such benefits shall enclose a letter claiming the benefits under the scheme along with a certificate of enlistment with NSIC, valid as on the date of bid submission, as an MSE manufacturer of the equipment tendered herein, in the absence of which no such claim will be entertained and the tender will be treated as submitted without EMD and rejected.

## **8. Discharge of Earnest Money Deposit**

- 8.1 The EMD of bidders those who are not qualified after evaluating the eligibility criteria in the technical bid will be returned EMD as early as possible within 30 days from the date of bid opening.
- 8.2 The EMD of successful bidder shall be discharged within 30 days after the bidder's acceptance of Purchase Order and submission of Performance Bank Guarantee.
- 8.3 The EMD of all other unsuccessful bidders shall be discharged within 60 days from the date of price bid opening.
- 8.4 The EMD will be forfeited if the bidder withdraws the bid during the validity of the bid, or, in the case of a successful bidder, the bidder fails to accept the Purchase order or fails to submit the Performance Bank Guarantee.

## **9. PRE-CONTRACT INTEGRITY PACT**

The bidder has to fill and sign Pre-Contract Integrity Pact as per Annexure-D along with the quote for acceptance/validity of your quote.

## **10. Payment Terms**

- 10.1 90% payment will be made after 90 days of receipt, subject to successful installation and commissioning and acceptance.
- 10.2 10% payment after completion of warranty period or on completion of six months after commissioning, against submission of Performance Bank Guarantee for a value of 10% of our Purchase Order covering the warranty period.

## **11. Performance Bank Guarantee**

- 11.1 On receipt of the Purchase Order, the Supplier shall submit Performance Bank Guarantee for an amount of 10% of the PO value, valid for 36 months (after Commissioning period) from the date of P O, drawn from any Nationalised/Scheduled Bank. PBG shall necessarily cover the entire period of Comprehensive warranty and for the purpose validity of PBG shall be extended, if required.

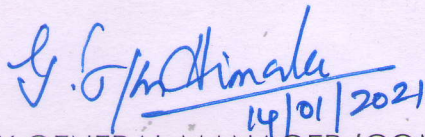
- 11.2 The proceeds of the performance bank guarantee shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete his obligations under the contract.
- 11.3 The performance security Bond shall be in the form of Bank Guarantee issued by an Indian Nationalised / Scheduled Bank and the sample form will be provided at the time of issuing Purchase Order

## 12. Warranty

Warranty of the complete network shall be for a period of 3 years (onsite comprehensive) from the date of commissioning, acceptance and taking over. Any fault in the supplied system shall be made good within 48 hours from the time of intimation by ITI. Delay in rectifying the fault shall attract a penalty of 0.05% of the PO value per day of delay or part thereof. The total penalty during the period of warranty will be adjusted with the PBG prior to the release of PBG.

## 13. Assignment

The bidder shall not assign any obligations of the purchase order either in full or part thereof to any other party, except under written consent by ITI.

  
14/01/2021

DEPUTY GENERAL MANAGER (COM & MM)



## ANNEXURE - A

### QUESTIONNAIRE / COMPLIANCE / ELIGIBILITY – EVALUATION SHEET

(To be filled by the bidder)

- 1 Name and address of the Bidder :
- 2 Whether the bidder is an Original Equipment Manufacturer? : Yes/ No
- 3 If the bidder is not OEM, Whether letter from the OEM authorising the Bidder to represent the OEM; is submitted along with the bid. : Yes/ No
- 4 Whether all supporting documents for the eligibility condition is attached in the eligibility & Techno-commercial bid : Yes/ No
- 5 Details of Earnest Money Deposit (DD no. / date / value etc.) :
- 6 Validity of Bid document (120 days from the due date of bid submission) : Yes / No
- 7 Whether Clause-wise compliance done : Yes / No

We undertake that we fulfill the Minimum Eligibility Criteria, as per RFQ. We agree to abide by this bid, for the bid validity period and it shall remain binding upon us and may be accepted at any time before the expiry of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of the award shall constitute a binding contract between us.

Dated this.....day of.....2021.

.....

(Signature in the capacity of duly authorized to sign and on behalf of)

ANNEXURE - B  
**PERFORMANCE BANK GUARANTEE FORMAT**

In consideration of ITI Limited, Kanjikode West, Palakkad, Kerala, India (herein after called as Company) we, .....Bank executed this Performance Guarantee Bond as surety to the cost of ..... supplied by ..... (hereinafter called as the Supplier) as per the Letter of Intent no. .... dated, ..... of the Company.

1. At the instance of failure by the Supplier to perform to the satisfaction of the Company, up to..... or before the expiry of this guarantee, or within the agreed period whichever is earlier, we.....Bank hereby undertake to pay to ..... *(The Purchaser's name and address)* an amount not exceeding Rs. ....(10% of total purchase order value).
2. We.....Bank agrees to pay for the value up to a limit of Rs. .... and interest thereon from the date of notice till the date of payment at ..... % per annum without any demur, merely on a demand notice from the Company stating that the Company has suffered loss due to non-performance of the equipment supplied by the Supplier. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee.
3. We undertake to pay to the Company any money as demanded notwithstanding any dispute or disputes raised by the Supplier in any suit or proceedings pending before any court or tribunal relating thereto our liability under this guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Supplier shall have no claim against us for making such payment.
4. We..... Bank, further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner, our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the Supplier and to forbear or enforce of the terms and conditions relating to the said Purchase Order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier or for any forbearance act or omission on the part of the Company or any indulgence by the Company to the Supplier or by any such manner or thing whatsoever, which, under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.
6. We.....Bank, further agrees that the guarantee herein contained shall remain in force till..... We.....Bank undertake not to revoke this guarantee during its currency except with the previous consent of the Company by writing.

Dated the.....day.....

Witnesses

for Bank

1.

2.



**ANNEXURE C****PRICE BID FORMAT****1. Price of the Item**

Sl. No	Item	Unit	Qty.	Unit Rate Rate	Taxes %	Total Value
1	PROGRAMMABLE DC POWER SUPPLY with Power Cord, OEM Authorisation letter, User Manual, Calibration Certificate etc., Installation and Commissioning with Warranty 3 years TDK LAMBDA Model Z60-14	No	15			
TOTAL						

.....

(Authorized signatory of the bidder with date and seal)

## ANNEXURE D

**ENCLOSURE TO PURCHASE ENQUIRY/ ORDER No ..... DATED .....**

### **PRE CONTRACT INTEGRITY PACT**

PURCHASE ENQUIRY/ORDER No.

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 organizational 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 person is not legally entitled to.
  - b. The Principal will, during the tender process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Act or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

**SECTION 2 – COMMITMENTS OF THE BIDDER/CONTRACTOR**

- 2.1 The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the tender process and during the execution of the contract.
  - a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The bidder(s)/contractor(s) will not enter with other bidders/contractors into any undisclosed agreement or understanding, whether formal or informal.



This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s)/Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

### **SECTION 3 – DISQUALIFICATION FROM TENDER PROCESS & EXCLUSION FROM FUTURE CONTRACTS**

- 3.1 If the Bidder(s)/Contractor(s), during tender process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/ Contractor(s) from the tender process.
- 3.2 If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future tender/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of

the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

- 3.3 The Bidder(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.
- 3.4 A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.
- 3.5 The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however the Bidder(s)/ Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.
- 3.6 On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not entitled for any compensation on this account.
- 3.7 subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

#### **SECTION 4 – PREVIOUS TRANSGRESSION**

- 4.1 The Bidder(s)/ Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/ transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the tender process.
- 4.2 If the Bidder(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section- 5 of this Pact.

## **SECTION 5 – COMPENSATION FOR DAMAGE**

- 5.1 If the Principal has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.
- 5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

## **SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS**

- 6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.
- 6.2 The Bidder(s)/Contractor(s) undertakes to get this Pact signed by its sub-contractor(s)/sub-vendor(s)/associate(s), if any, and to submit the same to the Principal along with the tender document/contract before signing the contract. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its sub-contractors/sub-vendors/associates.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this Integrity Pact or violate its provisions.

## **SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)/ CONTRACTOR(S)**

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

## **SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)**

- 8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extend 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 IEM appointed by the principal shall be communicated separately.***

## **SECTION 9 – FACILITATION OF INVESTIGATION**

- 9.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the Principal or its agencies shall be entitled to examine all the

documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all help to the Principal for the purpose of verification of the documents.

#### **SECTION 10 – LAW AND JURISDICTION**

- 10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall be the seat of the Principal.
- 10.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

#### **SECTION 11 – PACT DURATION**

- 11.1 This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/guarantee period of the project / work awarded, to the fullest satisfaction of the Principal.
- 11.2 If the Bidder(s)/Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Bidder(s)/Contractor(s).
- 11.3 If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

#### **SECTION 12 – OTHER PROVISIONS**

- 12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate Office of the Principal at Bengaluru.
- 12.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.
- 12.3 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.
- 12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

12.6 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

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

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....  
(Name & Designation)

.....  
(Name & Designation)

Witness

Witness

1) .....

1).....

2) .....

2).....