



ITI Limited

F-100, I floor, East Wing, Corporate Marketing Unit

Dooravaninagar, BANGALORE – 560016

CIN No: L32202KA1950GOI000640

Notice Inviting EOI for Empanelment of Channel Partner/System Integrator (SI) for addressing NHAI OFC business opportunities

Ref: CORP/MKTG/OFC/NHAI/2022/26

Date: 10-08-2022

ITI Limited, the Country's premier Telecom Company, multi-unit Central Public Sector Undertaking is all set to take Telecom and IT to greater and unexplored realms. The Company has also emerged as the country's leading total solutions provider in comprehensive Telecom and IT solutions. The company offers complete range of ICT/ITeS products and services covering the whole spectrum of New Generation Switching, Transmission, Access and Subscriber premises equipment. In line with the prevailing technology trends, ITI has made strides in various fields of IoT and engaged in manufacture of Infrastructure equipment and facilities

ITI Limited has diversified into new areas of manufacturing and services in the domain of IT, Telecom, IoT and Smart city for various Government / Private customers. ITI Limited would like to address the various tenders released by NHAI for laying of OFC along the Highways.

In this connection ITI Limited, invites sealed Expression of Interest (EOI) from eligible bidders as Channel partner/SI partner for addressing all the NHAI OFC business opportunities. The empaneled vendors will be partners exclusively for addressing the future NHAI OFC tenders for a period of one year.

ITI intends to form four clusters based on the OFC routes for all the NHAI tenders and in each cluster, Channel partners/SIs will be empaneled on mutually exclusive basis.

The following clusters and regions are planned

1. **Cluster 1:** Jammu & Kashmir, Punjab, Haryana, Delhi, UP, Rajasthan, Uttarakhand and HP
2. **Cluster 2:** Gujarat, Maharashtra, Goa, MP and Chhattisgarh
3. **Cluster 3:** Bihar, Jharkhand, West Bengal, Orissa, Sikkim and Northeast
4. **Cluster 4:** Karnataka, Tamil Nadu, Kerala, Andhra Pradesh, Telangana

Bidders can apply for any one or multiple clusters. Bidders empaneled for any cluster will be eligible to receive limited tender enquiry from ITI Limited for addressing the NHAI business opportunity on back-to-back basis in that cluster. The cluster will be decided by ITI based on the major states covered in any NHAI tender - major route length which falls among the clusters.

Due Date for Submission of EOI is 05/09/2022 before 4:00 PM.

A	Technical Bid	
1	Scope of Work	<p>NHAI is coming up with tenders for laying of OFC along the Highways on PAN India basis.</p> <p>The scope of work includes Supply, installation, laying and commissioning of Optical Fiber Cable (OFC) and its allied Infrastructure with TEN years of AMC as per NHAI tenders.</p> <p>Major components of NHAI OFC project</p> <ul style="list-style-type: none"> • Armoured/ Unarmoured 96F OFC or other variant • HDPE duct: 63/50 mm, 40/33 mm • OFC accessories • FDMS • Telecom Room for every 50KM consisting of 5 KVA Silent DG Set, 3 KW Electricity Supply to Telco Room, Network Switches, Ethernet patch Panel, Network Rack, Fire Detection Panel, CCTV camera, UPS, Air-conditioning, Steel Almirah, Rodent repellent system, Fire Extinguisher, Antistatic Floor, Grommet Floor, Electrical Socket and Magnetic Lock • Earthing • Any other item required to complete the project <p>NHAI has already floated 3 tenders for Delhi-Vadodara, Mumbai-Vadodara and Hyderabad-Bangalore</p> <p>In similar lines the tenders are expected to be floated for other regions and ITI is in the process of addressing the forthcoming business opportunities.</p>

2(i)	Eligibility Criteria of Applicants	
	A	<p><u>Company Profile:</u> The Bidder Company shall be registered & incorporated in India under the Companies Act, 1956 or 2013 as the case may be.</p>
	B	<p>Undertaking for willingness to work with ITI exclusively on a back-to-back basis as per this EOI/customer tender terms and conditions.</p>

	C	<p><u>Financial Capacity of bidder for each cluster</u></p> <p>(i) The Bidder shall have a Net Worth of Rs. 20 Cr at the end of the financial year i.e. FY2020-21 OR FY2021-22.</p> <p>(ii) The Bidder shall have a minimum Average Annual Turnover of Rs. 60 Crore (Rupees Sixty Crore Only) for the last 3 (three) financial years [FY2018-19, FY2019-20 & FY2020-21] OR [FY2019-20, FY2020-21 & FY2021-22].</p> <p>Note: The above financial capability is for execution of work in ONE cluster. If any bidder applies for multiple clusters then they should have proportionate cumulative eligibility criteria with respect to net worth and turnover.</p>
	D	<p><u>Projects Experience</u></p> <p>Satisfactorily completed (not less than 90% of contract value) as a prime contractor (or as a nominated/ approved subcontractor, provided further that all other qualification criteria are satisfied) similar works during the past five Financial years preceding the Bid Due Date, in any of the following:</p> <p>i. Three similar completed works costing not less than amount equal Rs. 60 Cr</p> <p>ii. Two similar completed works costing not less than amount equal to Rs. 100 Cr</p> <p>iii. One similar completed work costing not less than amount equal to Rs. 140 Cr</p> <p>In case a part of large project is commissioned and completed similar works costing shall not be less than amount equal to Rs 60 Cr or Rs 100 Cr or Rs 140 Cr (as required for condition given in (i), (ii) and (iii) above may also be qualified under above category)</p> <p>The similar work constitutes experience in providing and laying of OFC Network for Telecom/O&M of OFC Network for Telecom</p>
	E	<p><u>Blacklisting</u></p> <p>Bidder shall submit self-declaration that they are not black listed by GST authorities/ any government PSU/Government Department/Government Agency at the time of bid submission.</p>
	F	<p>Undertaking expressing willingness to sign MOU with ITI.</p>

	G	Undertaking to submit EMD & PBG as per the customer Terms & Conditions. The selected bidder must submit both EMD & PBG in any future tenders for their respective cluster floated by NHAI. Note: ITI reserves the right to verify the genuineness of the BG with the bank.
	H	Bidder shall submit a list of Key technical personnel with the required domain experience who will be associated in this project.
	I	Bidder to have local office in the area of work OR undertaking to set up office in the area of work within 3 months of receiving order.
	J	The bidders shall indicate the cluster for which the bid is submitted. <ul style="list-style-type: none"> • Cluster 1: Yes No • Cluster 2: Yes No • Cluster 3: Yes No • Cluster 4: Yes No

2(ii) Technical Evaluation Matrix

Sl. No	Criteria	Total marks (100 marks)	Marks Segregation	
1	Operation in India for number of years	5	5 years and above	5 marks
			1 to 5 years	3 marks
2	Turnover (as per 2(i)C)	20	Turnover (in Crore)	Marks
			>= INR 200 Cr	20
			>= INR 100 Cr and < INR 200 Cr	15
			>= INR 60 Cr and < INR 100 Cr	10
3	Net worth & Solvency (as per 2(i)C)	10	Net worth (5 marks)	Marks
			>= INR 50 Cr	5
			>= INR 20 Cr and < INR 50 Cr	2
	For Solvency Bank Certificate to be provided		Solvency (5 marks)	Marks
			>= INR 40 Cr	5
			>= INR 20 Cr and < INR 40 Cr	2

Sl. No	Criteria	Total marks (100 marks)	Marks Segregation	
4	Experience in site survey in OFC network	5		
5	Experience in OFC Laying	30		
	Based in KM(Cumulative)	20	No. of Kms (Cumulative)	Marks
	During last 5 years		>= 500 Km	20
			>= 250 Km and <500 Km	15
			>= 150 km and <250Km	10
	Based on Value	10	Project Value	Marks
			> INR 150 Cr	10
			>= INR 100 Cr and < INR 150 Cr	6
			>= INR 60 Cr and < INR 100 Cr	4
6	Experience of O&M of OFC during last 5 years	20	No. of Projects	Marks
			> 5 projects	20
			3-5 projects	10
			1-2 projects	5
7	Manpower (full-time) on rolls	10	No. of Full Time Employee	Marks
			>= 61	10
			41 to 60	8
			21 to 40	6
			<= 20	4
	Total Marks	100		

All the bidders who score minimum 70% (70 marks) in above Technical Evaluation Matrix shall qualify and will be shortlisted and empaneled for that particular cluster.

The bidder is required to submit relevant copy of work order, completion certificate from client or CA certified copies to be submitted as a proof of receipt of payment. ITI reserves the right to verify the correctness of the client certificates (PO Copies/Work orders) and any other information submitted by the bidder.

Projects executed by bidder's group of companies shall not be considered. For completed project, satisfactory completion certificate need to be submitted. In case of ongoing works, the project completion status document from customer need to be submitted.

2(iii) General	Please provide compliance for the following clauses	Compliance Yes / No
1	ITI reserves the right to quote & supply ITI manufacturing products (in full or partial quantity) if BOM of Tender/Project contains ITI manufacturing products.	
2	ITI reserves the right to undertake the supplies up to 50% of the order quantity.	
3	ITI reserves the right to undertake services likes installation and commissioning activities, Annual Maintenance Contract (AMC) etc. up to 50%.	
4	ITI reserves the rights to split the balance orders (after taking out the ITI portion) in 70%: 30% ratio between H1 and H2 (Highest margin bidders) for speeding up the work, provided H2 bidder matches H1 margins offered and wherever technically feasible.	
5	All activities like Proof of Concept on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of bidder.	
6	Bidder should be willing to impart required training to ITI/ Customer engineers for undertaking services & execution of project.	
7	Bidder will be responsible for any shortcoming in the BOM and the same should be rectified at free of cost.	
8	Bidder should be willing to provide ToT for manufacturing of offered products in ITI if the bidder is an OEM.	
9	Bidder should be willing to sign an exclusive agreement with ITI for smooth execution of the project.	
10	All commercial terms will be as per the customer RFP/PO.	
11	Earnest Money Deposit (EMD) / Bid Security as per customer tender requirement will be borne by the selected bidder.	
12	Submission of Performance Bank Guarantee (PBG) as per PO requirement.	

13	<p>The bidder shall give an undertaking for the following:</p> <p>a. To extend a fully back to back partnership (as per scope of work of EOI/ Opportunity) exclusively with ITI.</p> <p>b. To support ITI for post bid clarifications, technical presentations and any other requirements as per project/tender requirement.</p> <p>d. To make all arrangements and carry out Proof of Concept (PoC) at bidder's cost.</p> <p>e. To submit Bid Security by the successful bidder i.e. after the selection of back to back partner for a particular tender in the form of Bank Guarantee & PBG as decided by ITI. If the selected vendor does not submit the required Bid security to ITI before the NHAI tender due date, the partner will not be considered for the future tenders.</p> <p>f. The empaneled vendor, during submission of tender to NHAI, will be required to quote 3 MAF partners for each item, with ITI as one of the MAF partner, if ITI manufactures the same. After awarding the project to ITI, during implementation, the back to back partner shall give the first right of refusal to ITI for supply of items that are in the manufacturing range of ITI.</p> <p>g. To procure the items from ITI that are in the manufacturing range of ITI.</p>	
----	---	--

2(iv) Checklist of documents/information to be submitted:	
a.	Company Profile
b.	Certificate of Incorporation
c.	Memorandum & Articles of Association
d.	Audited financial statements for last three years [(2018-19, 2019-20 & 2020-21) OR (2019-20, 2020-21 & 2021-22) by CA
e	Auditors net worth certificate as per 2(i) C
f.	Purchase Order and Completion Certificate for proof of experience as per 2(i)D
g.	Undertaking as per clauses 2(i) B, E, F, G, H, I, J and 2(iii) 13 in company letter head
i.	GST Registration Certificate
j.	Copy of PAN Card
k.	CIN (Corporate Identity Number), if applicable
l.	Authorization letter in the company letterhead authorizing the person signing the bid for this EOI and Power of Attorney (POA)
m	Undertaking in letter head to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, legal expenses etc.
n.	Undertakings in Company letter head as per Annexure I
o.	Bidders Details as per Annexure II
p.	Clause by clause compliance of EOI terms with references to supporting

	documents as per Annexure III
q.	Pre-Contract Integrity Pact as per Annexure-IV a) “Bidders participating in the EOI have to agree to sign Integrity Pact on placement of order / contract” b) “Those bidders who are not willing to sign Integrity Pact will not be considered for bid opening”
r.	Documentary Proof as per Technical Evaluation Matrix
s.	EOI documents along with corrigendum 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.

B	Financial Bid	Will be asked separately for each OFC tender of NHAI from the empaneled list of vendors
----------	----------------------	---

Special Conditions of EOI:

1. Bidders can apply for any one or multiple clusters. Bidders selected for any cluster can address the tenders with ITI in that particular cluster.
2. The partner will be empaneled on exclusive basis, only for NHAI OFC tenders for a period of ONE year valid upto 31.12.2023. If, 25 % of the tenders are won with the partnership of ITI and selected Channel partner/SI on a mutually exclusive basis, then their empanelment will be extended by another 1 year.
3. While addressing a particular tender, the empaneled partner will be required to quote 3 MAFs from 3 OEMs for each BoQ item with ITI as one of the MAF partner if ITI manufactures the same.
4. After awarding the project to ITI, during implementation, the back to back partner shall give the first right of refusal to ITI for supply of items that are in the manufacturing range of ITI.
5. No advance will be paid to the back-to-back partner.
6. Payment terms will be as per customer tender and will be done through an Escrow account on back-to-back basis.
7. The selected vendor, who has partnered with ITI for a particular tender/ project shall not go on his own/partner with any other bidder for the same tender/project for a period of one year.

Note:

1. The Bidding (For Technical Bid) would be subjected to an On-line / e-Tendering process. The prospective Bidders are requested to go through www.tenderwizard.com/ITILIMITED to understand the entire e-Tendering Process and follow the Registration and Bidding Process on www.tenderwizard.com/ITILIMITED as defined in the document. In case of any clarifications on e-tender portal, bidders may contact the portal administrators of www.tenderwizard.com.
2. The Technical Bid shall be uploaded in e-procurement site of ITI Limited (www.tenderwizard.com/ITILIMITED). For submission of online bid and procedure to be followed, visit www.tenderwizard.com/ITILIMITED.
3. ITI’s Tender document can be downloaded from ITI web site www.italtd.in or CPP portal www.eprocure.gov.in. For uploading the bid proposal, all vendors have to register in our eProcurement portal (www.tenderwizard.com/ITILIMITED).When submitting the bid please state the tender ID.

4. Any clarifications regarding the tender/project can be obtained from Deputy General Manager-Mktg, F-100, I Floor, East Wing, ITI Limited, Corporate Marketing, Dooravaninagar, Bengaluru-560016, email: pcmandal_crp@itilttd.co.in, gsreenivasulu_crp@itilttd.co.in, Mob: 9440306611, 9433030245, vrsakum_crp@itilttd.co.in, mmurali_crp@itilttd.co.in,
5. Technical bids will be opened at 4.30 PM on 05/09/2022.
6. Bid should be valid for a period of 180 Days from the date of opening of EOI response.
7. Conditional offers are liable for rejection.
8. The Bidders should give Clause by clause compliance (as per Annexure III) of EOI with references to supporting documents; otherwise the offers are liable for rejection.
9. The vendor to indemnify ITI 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.
10. The interested bidder may like to discuss the customer tender related information, EOI Bidding Conditions, Bidding Process and clarifications, if any with the Deputy General Manager – Marketing.
11. Consortium bids are not allowed
12. Companies interested to associate with ITI Ltd for this project shall have specialization and experience in Supply, Installation and maintenance of OFC Infrastructure. The details of the projects executed by the company shall be given in the EOI response.
13. ITI will not consider any or all of the bids if they are not meeting EOI requirements.
14. Bidders participating in the EOI have to agree to sign Integrity Pact on placement of order / contract.
15. Those bidders not willing to sign Integrity Pact will not be considered for bid opening.
16. **Late offer:** Any offer received after the prescribed timeline shall be rejected and shall be returned unopened to the Companies.
17. **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.
18. In the event that ITI is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the system integrator at latter's cost and expenditure.
19. **Cost of EOI:** The bidder shall bear all costs associated with the preparation and submission of his offer against this EOI, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI. ITI will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.
20. **Amendment of EOI:** At any time prior to the last date for receipt of offers, ITI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their offers, ITI may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for EOI.
21. **Disclaimer:** ITI and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or

damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI and/or any of its officers, employees.

22. **ITI** may cancel this EoI at any point of time without assigning any reasons.

23. **Accessibility of** EOI Document: Complete EoI document with terms and conditions is provided in the following websites

1. <http://www.itiltd.in>
2. www.tenderwizard.com/ITILIMITED
3. <http://eprocure.gov.in>

Undertakings (To be in Bidder's Letter Head)

M/s..... do here by undertake the following

1. are not blacklisted by Central Govt./ any State or UT Govt/ PSU/ organized sector in India
2. to work with ITI as per this EOI and Customer Tender terms and conditions. Also, we agree to implement the project (scope of work as per Tender terms and conditions including investment) covering Warranty & post-warranty services, maintenance etc, in the event of ITI winning the contract on back-to- back basis.
3. to submit EMD towards bid security and Performance Bank Guarantee (..... % of contract value) to customer/ITI (as decided by ITI) as per Customer Tender terms & conditions.
4. that we will be equipped with the required manpower with qualifications, certifications and experience as mentioned in the customer tender.
5. to get required certificate& support (warranty & post-warranty/maintenance) in the name of ITI from the OEM as per customer tender requirement.
6. to obtain relevant statutory licenses for operational activities.
7. to sign MoU/Teaming Agreement, Integrity Pact with ITI for addressing the customer tender as per customer's tender terms and conditions.
8. to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
9. to support the offered equipment for a minimum period of 8 years including warranty and AMC
10. to supply equipment/components which conform to the latest year of manufacture.
11. The bidder should give certificate stating that all the hardware/ software supplied under the contract shall not contain any embedded malicious codes that could inhibit the desired functions of the equipment or cause the network to malfunction in any manner.

Bidders Profile

1.	Name and address of the company				
2.	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site)				
3.	Area of business				
4.	Annual Turnover for 3 financial years (Rs in Cr)	2018-19	2019-20	2020-21	2021-22
5.	IT Turnover for 3 financial years (Rs in Cr)	2018-19	2019-20	2020-21	2021-22
6.	Net worth (Rs)	2020-21		2021-22	
7.	Solvency as per bank certificate (Rs)				
8.	Date of Incorporation				
9.	GST Registration number				
10.	PAN Number				
11.	CIN Number, if applicable				
12.	Number of technical manpower in company's rolls				

Compliance Statement

S.No	Clause No.	Clause	Compliance (Complied/ Not Complied)	Remarks with Documentary Reference
1.				
2.				
3.				
4.				
5.				



PRE-CONTRACT INTEGRITY PACT

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

EOI No.....

This Integrity Pact is made onday of 2022

BETWEEN:

ITI Limited,having its Registered & corporate office at ITI Bhavan, Dooravani Nagar, Bangalore – 560016 India, and established under the Ministry of Communications & IT, Government of India (hereinafter called the Principal), which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman & Managing Director, Directors, Officers or any of them specified by the Chairman & Managing Director in this behalf and shall include its successors and assigns) ON THE ONE PART
AND

M/s represented byChief Executive Officer (hereinafter called the bidder(s)/Contractor(s)), which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the bidder/contract ON THE SECOND PART.

Preamble

WHEREAS the Principal intends to enter into an MOU of partnering business opportunities of common interest and able to generate synergies in execution of such business for (name of the Stores / equipment / 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 EOI 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 EOI Documents and contract between the parties.

NOW THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS STIPULATED IN THIS PACT THE PARTIES HEREBY AGREE AS FOLLOWS AND THIS PACT WITNESSETH AS UNDER:

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Principal, personally or through family members, will in connection with the EOI 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 EOI process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the EOI 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 EOI process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons. If the principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Actor if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER / CONTRACTOR

- 2.1 The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the EOI 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 EOI 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 EOI process or during the execution of the contract.
 - b. The bidder(s)/contractor(s) will not enter with other bidders/ contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign original shall disclose the name and address of the Agents /representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

- e. The Bidder(s) f Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

SECTION 3 – DISQUALIFICATION FROM EOI PROCESS & EXCLUSION FROM FUTURE CONTRACTS

If the Bidder(s)/Contractor(s), during EOI 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 EOI process.

If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future EOI/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

The Bidder(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.

A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.

The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder@)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however the Bidder(s)/Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.

On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not entitled for any compensation on this account.

Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/Contractor(s) could be revoked by the Principal if the Bidder (\$) / 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 EOI process.
- 4.2 If the Bidder(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the EOI 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 EOI process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.
- 5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

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

SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)/CONTRACTORS

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

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

Details of IEM appointed by IT1 are as under:

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

8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.

8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within to weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8.7 The word 'Monitor' would include both singular and plural.

SECTION 9 - FACILITATION OF INVESTIGATION

9.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all help to the Principal for the purpose of verification of the documents.

SECTION 10 - LAW AND JURISDICTION

10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall be the seat of the Principal.

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

SECTION 11 – PACT DURATION

This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/ guarantee period of the project /work awarded, to the fullest satisfaction of the Principal.

If the Bidder(s)/Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Bidder(s)/Contractor(s).

If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

SECTION 12 - OTHER PROVISIONS

12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate office of the Principal at Bengaluru.

12.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.

12.3 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.

12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

12.4 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 date first done mentioned in the presence of the witnesses:

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....
.....

Name Designation

Name Designation

Witness

1.

1.

2.

2.