



# ITI LIMITED

(A GOVT. OF INDIA UNDER TAKING)

SULTANPUR ROAD , RAE BARELI -229010 (UP) INDIA

Tel.: 0535 -2287565 , 0535-2287601, 2287387 FAX: 0535-2702106,

E-mail: [purmpd\\_rbl@itild.co.in](mailto:purmpd_rbl@itild.co.in), [rrpandey\\_rbl@itild.co.in](mailto:rrpandey_rbl@itild.co.in)

**PURCHASE ENQUIRY NO.: EQW18K1307RL**

(Please quote this in all correspondence)

To,

ENQUIRY DATE: 16/10/2020

DUE DATE: 21/10/2020

Dear Sir,

Please quote your prices & Delivery for the following items as per attached Terms and conditions at Annexure A .

Item Code	Description of Materials	Qty.Reqd.( KG)	Dely. required
ORM-POLYFOIL-028	POLYSTER FOIL TAPE NATURAL COLOUR 28MM X 36MICRON +1/-0	22220	30% Qty up to 15 <sup>th</sup> DEC-2020 & Balance Qty in staggered manner as and when required.

**NOTE**-Material should confirm to BSNL Raw Material GR No.TEC/GR/TX/ORM-001/05/DEC-17and its latest amendments.

## **SPECIAL INSTRUCTIONS**

1-Test certificate shall be provided by party at the time of supply.

2- Copy of Latest CACT approval from BSNL must be submitted by party along with quotation.

## **Special Note:**

- Please confirm material specification, strictly as per our enquiry in your quotation.
- Please submit the quotation in two parts, the first part will be "Technical Bid" and 2<sup>nd</sup> part will be "Commercial Bid". Both the bids (Technical & Commercial) should be sealed separately in different envelop and then kept in one Envelop. Each envelop should be super scribed with our Enq.No.,Due Date , Bid Type (Technical & Commercial) the face of envelop and should be addressed to ITI Ltd, Sultanpur Road, Rae Bareli-229010 (U.P).**
- Quote the Basic Rate , GST, Freight & HSN Code of material separately.**
- Any product / item found faulty during our manufacturing process / system testing / installation and commissioning / operation of our equipment in field due to deviation from our specifications shall be replaced by vendor free of cost immediately.
- The E- mail quotations/offers may be submitted as attachment (s) at e-mail-ID [rrpandey\\_rbl@itild.co.in](mailto:rrpandey_rbl@itild.co.in) only. The attachment (s) must be .pdf/.doc/.xls/.jpg/.tif type file. No copy (CC) of quotations/offers should be sent to any other e-mail-ID of ITI Limited.
- In case of any dispute only Rae Bareli court will have jurisdiction to try the suit if any.
- The above enquiry is also available in our website [www.itild.india.com](http://www.itild.india.com) & Govt website [www.eprocure.gov.in](http://www.eprocure.gov.in)
- Payment will be made through LC 90 days.
- In case of order material will have to be sent through our ITI approved transporter.
- Price must be on FOR ITI RBL basis inclusive of insurance charges.**
- Pre-contract Integrity Pact (As per Format attached) on Plain Paper duly signed should be submitted along with Technical Bid/ Tender Documents.
- Successful bidder has to sign Integrity Pact on Rs.100/- Stamp Paper after placement of Purchase Order.
- Details of Independent External Monitor(IEM) appointed by ITI for Integrity Pact are as under:-  
Shri Venugopal K.Nair, IPS (Retd.),P-1,Waterford Appointment,Pandit Kuruppan Road, Thevara, Kochi-682013.

Yours faithfully  
For ITI Limited, Raebareli  
(R.R. PANDEY)  
CM(PPM)-I

## **ANNEXURE-A**

### **TERMS AND CONDITIONS**

1. **SUBMISSION OF TENDERS:** (A) This is only an enquiry to quote and not an order. This tender enquiry is not transferable.  
(B) Tenders must be submitted in a **SEALED ENVELOPE SUPERSCRIBED WITH OUR ENQUIRY NO. & DUE DATE** ON THE face of the envelope and should be addressed to ITI Limited, Sultanpur Road, Rae Bareilly-229010 (U.P) India.

**NOTE :** a. Tenders should reach us on or before the due date before 17:00 Hrs. of the due date.  
b. Separate envelopes should be used for each enquiry.  
c. Please send your offer in a sealed envelope. Offer should have commercial condition and technical details.

2. **OPENING OF TENDERS :**  
Tenders against enquiries will be opened in the presence of the tenderer/authorized representative on THE DUE DATE OF THE TENDER itself / the next working day.

3. **LATE OFFERS:** Open tenders (not superscribed with our enquiry No. and Due date on the face of envelope) and / or tenders / FAX / E-mail which are received late are liable for rejection.

**NOTE :**

- a. Send your quote well in advance of due date to avoid postal/courier delay.  
Raebareilly based vendors are advised to submit the tenders to our P & A Department in person to avoid postal delay/loss of tenders in transit.
- b. If you are not in a position to quote, for any reason please communicate the same without fail to enable us to keep you on our vendor list.
- c. Please indicate the Sl.No. and Code/Description exactly as per our enquiry.

Any substitute or alternate code quoted should be clearly stated. In case the Item quoted is under obsolescence, the same may be indicated with best last date of P.O and supply feasibility.

4. **PRICES :**

- a. ITI is planning to have long term tie up with limited vendors, who can keep up good quality, prompt delivery and lowest cost. Hence, you may quote in such a way that a long term relationship is possible.
  - b. Prices must be per unit as called for in the enquiry and should be on F.O.R, ITI Works basis only and inclusive of insurance charges. In such an event, while tabulating the offers, insurance is not to be reckoned and should include weather proof packing adequate to withstand transshipment damages. Local supplier's offers should be on F.O.R delivery at our Stores in our Plant.
  - c. ITI, under normal circumstances, may not negotiate for the price. We may also short list only two to three suppliers for ordering. Hence you are requested to quote your best price in the original quotation itself.
  - d. Any counter terms and conditions are not binding on us unless we agree to the same in writing.
  - e. In case of an order on you, the ordered rate should be firm till the completion of the order. In case where the market prices of your inputs are fluctuating too frequently, you shall clearly define price variation clause. Please note that any variation in price up to 5% due to variation in FE / statutory levies will be absorbed by the supplier. However, for variation beyond 5% due to variation in FE / statutory levies, the burden of price increase / advantage of price decrease will be shared equally between ITI and the supplier.
  - f. Vendors should deliver the material to ITI-Stores irrespective of whether they are Raebareilly based or from outstation. Out station vendors can make use of their local representative / Courier Service / Surface transport on door delivery basis to deliver the material at ITI-Stores. ITI will not take the responsibility of clearing the goods from the carrier's godown / office / railway station / airport etc.
  - g. In case of supply of imported items by local dealers proof of import should be provided. Prices quoted should indicate clearly the Modvat relief (by way of C.V.D), being passed on to ITI and supplier should furnish regular invoice indicating rate and amount of duty that is passed on which should be proportionate to the materials sold to ITI from the relevant imported consignment, covered under this appropriate Bill of Entry.
5. **STATUTORY LEVIES :**
  - a. All applicable statutory levies like GST etc., should be separately indicated with the current rate applicable. Otherwise rate quoted will be deemed as inclusive of taxes / levies. Vague terms like "As applicable at the time of supply" should be avoided. Apart from statutory levies other charges like handling, P&F etc., will not be paid by us.
  - b. In case of sales tax exempted delivery, authorization letter from the competent authority should be enclosed along with the quote.
  - c. In case of your absorbing the sales tax portion, the same may be specified clearly in the quotation itself and not after the tender opening, which otherwise will be treated as post-tender correction and would disqualify your quote.
  - d. In case of statutory levies like GST, Surcharge etc., are modified the same has to be intimated to ITI immediately.

Contd...../..

6. MODVAT RELIEF :

- a. We are eligible to avail the credit of GST paid on items procured for manufacturing Tele-communication equipments under MODVAT RELIEF scheme. Hence "Invoice Cum Gate Pass" in original for payment, and transporter copy duly marked and authenticated is to be produced along with the consignment. In case of your failing to adhere to this instruction, no ED will be reimbursed by us.
- b. Invoices should be in the prescribed form and have all particulars as per the Central Excise Rules and notifications as amended from time to time, particularly Assessor code, Range Division, rate and amount of duty debited and Debit particulars.
- c. Agents/Distributors, on whom an order is placed should also produce Invoice Cum Gate Pass as per the procedure laid down by Central Excise Rules and notifications issued from time to time. They should get registered with Central Excise authorities where ED is being passed on.

7. TERMS OF PAYMENTS:

- a. ITI prefers long credit period. For any variation in payment terms quoted by different vendors, loading in the comparative statement will be made suitably.
- b. NO PAYMENT WILL BE MADE FOR THE REJECTED QUANTITY.
- c. In case you fall under SSI as per DIC, please mention the same in all your quotations / invoices indicating also the certificate number. This is essential if in the unlikely event of delay in payment, you would like to claim preferential payment as an S.S.I.

8. INSPECTION :

- a. ITI reserves the right to restrict the ordering to 2 or 3 vendors who are capable of meeting the Quality, Delivery and Cost requirements. Preference will be given to the vendors with well maintained and proven Quality Assurance Systems.
- b. We are planning to reduce inspection time with self certification scheme for the vendors who keep up good quality leading to "ship to stock system".
- c. Inspection of the material at our works will be final. ITI reserves the right to inspect the material at any other standard testing center authorised by us.
- d. We or our representative including our customer may if required preliminarily inspect the product at vendor's premises. Such verification shall not absolve the vendor of the responsibility to provide the acceptable product nor shall preclude subsequent rejection during the final inspection at our works. It is the responsibility of every vendor to ensure that only the inspected materials confirming to our specifications / drawings/requirements are supplied.
- e. The supplies shall be from the latest batch of production. Batch Number should be indicated on the components/packet/test certificate and accompanying delivery challan / test certificate.
- f. Test certificate / check list should accompany each supply. Consignments without test certificate are liable for rejection. Rejected material should be collected immediately (within 30 days) after our intimation by giving two days prior notice for completing the necessary EXCISE FORMALITIES. You should make arrangements to collect the material either personally, OR through your authorised representatives. ITI does not take any responsibility to send the material back to you. After 90 days from the date of rejection intimation to you the material will be scrapped at your risk if not collected.

9. SAMPLES :

Those tenderers who have not supplied the material against any of our earlier orders, should submit FREE SAMPLES clearly indicating enquiry reference. Free samples along with your offer is preferable. In case of a Purchase Order on you bulk supply should commence only after approval of samples.

10. WARRANTY :

Please note that we are an ISO 9002 accredited company. All our equipments/systems have a warranty of 18 months from the date of despatch to our customer. Hence the warranty of your products should be for a minimum period of 24 months from the date of supply. Within this warranty period, if any of your component/subsystem is found defective during our manufacturing process/system testing/installation and commissioning/operation of our equipment in the field, the same is to be replaced free of cost immediately by you."

11. GENERAL :

- a. We reserve the right to accept or reject any or all offers and to order full or part quantities or cancellation thereof without assigning any reason whatsoever.
- b. Successful tenderer only will be intimated by post through/letter of intent/firm orders.
- c. Canvassing by tenderers in any form including un-solicited letters against tenders submitted or post-tender corrections shall render their tenders liable for summary rejection.

12. DELIVERY SCHEDULE :  
a. Please indicate minimum LEAD TIME REQUIRED, manufacturing capacity and the quantity that can be reserved for us.
- b. Liquidated Damages Clause :  
Time is the essence of contract and the materials, against an order arising out of this enquiry must be delivered by the supplier according to the delivery schedule indicated in the P.O. In case of any change, the supplier should inform us in advance and obtain our approval to the revised delivery schedule. Should the supplier fail to deliver the material or part thereof as per the delivery schedule, or any extension thereof, we shall be entitled at our option either to recover from the supplier, as penalty, a sum equivalent to ½% (half percent) per week for first four weeks and 0.7% per week thereafter for such delay or part thereof or terminate the contract in respect of the balance supply so delayed and purchase materials elsewhere at the risk and cost of the defaulting supplier.
13. SECURITY DEPOSIT :  
In case of an order on you, you will have to agree for an interest free security deposit of 5% of order value subject to a maximum of Rs 10 Lakhs, by cash or draft only which will be forfeited in case you fail to execute the order to our satisfaction in all respects. This clause may be waived off in case of approved or established suppliers. However, the sole discretion lies with ITI.
14. FABRICATION ORDERS ONLY :  
In case of Fabrication Orders :
- a. Necessary Bank guarantee towards the cost of raw material / component to be issued by ITI would be necessary.
- b. A quality agreement has to be entered into with ITI before commencing supply.
- c. Furnish the particulars of the Income Tax such as
- i) ACCOUNT NO.
- ii) Place where Income Tax Circle is situated along with tender documents. otherwise such tenders are liable for rejection.
- d. The technical know-how Literature, specifications etc., if furnished to you alongwith this Purchase Enquiry/Order are strictly for the limited purpose of supplying / manufacturing the items mentioned therein and you shall have no right to make use of the same for any other purpose or to execute any other order or pass on the same to others. The aforesaid know-how, literature, specification etc., must be returned to us in case you regret to quote / after executing the orders as the case may be.
- e. Further Please certify that :
- i) The know-how will not be passed on to others.
- ii) No export will be done by you directly without arriving at a commercial understanding with ITI Ltd.
- iii) No supply will be made by you to any outside agency without ITI's prior approval and commercial understanding.
- iv) Kits/components will not be diverted to other orders.
- v) Drawing if any should be returned, along with your offer.
- f. Tax would be deducted at source under the T.D.S scheme as per IT rules at appropriate rates, wherever applicable. Any exemption or recovery at lower rates would be considered only on production of appropriate certificates issued by IT officers concerned. T.D.S Certificates would be issued after the 15th of following month.
15. LOCAL REPRESENTATION :  
Please indicate your local representative's address, telephone, Fax No., E-mail Id, the person to be contacted, in the offer.
16. TECHNICAL CATALOGUE :  
In the event of any change in the technical catalogue, updated version may be sent to us immediately. It is essential that you simultaneously take up the same with approving authority and their approval copy sent to us.
17. Issue of "C" Form / Form"37" will be done on financial year wise as per the statement to be furnished by you as below in quadruplicate. We will be only endorsing on the same. Any qualification criteria ..... VDC approval etc may be considered. ....VDC approval required.....
18. GOVERNING LAW :  
All suits shall be instituted in a court of competent jurisdiction at Rae Bareli and in case of arbitration, the Indian Arbitration Act, 1996 is applicable.

Yours faithfully  
For ITI Limited, Raebareli

(R.R. PANDEY)  
CM(PPM)-I

## **PRE-CONTRACT INTEGRITY PACT**

Tender No.....

### **BETWEEN:**

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

### **AND:**

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

### **Preamble**

WHEREAS the Principal intends to award, under laid down organizational procedures, tender/contract for .....(name of the work). The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/transparency in its relation 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 if there be a substantive suspicion in this regards, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its laid down Rules/Regulations.

## **Section 2 – Commitments of the Bidder/Contractor**

2.1 The bidder(s)/Contractor(s) **commits** himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the tender process and during the execution of the contract.

- a. The bidder(s)/Contractor (s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The bidder(s)/Contractor (s) will not enter with other bidders/contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non – submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The bidder(s)/Contractor (s) will not commit any offence under IPC/PC Act, further the bidder(s)/Contractor (s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The bidder(s)/Contractor (s) of foreign **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)/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 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 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 not 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 preventive 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 the Integrity Pact with any other company in any country confirming 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) make 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 damage 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-contractor(s)/sub-vendor(s)/associate(s).
- 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 bidder(s)/Contractor(s) or sub-contractor(s)/sub-vendor(s)/associate(s) of the bidder(s)/Contractor(s) which constitutes corruption or if the Principal has substantive suspicion in this regards, 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 shall be 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 their 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 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 and 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 and Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman and 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 possible help to the Principal for the purpose of verification of the documents.

## **Section 10 - Law and Jurisdiction**

- 10.1 This Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall the seat of the Principal.
- 10.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the 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) .....