



ITI LIMITED

(A GOVT. OF INDIA UNDER TAKING)

DOORBHASH NAGAR , RAE BARELI -229010 (UP) INDIA

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

E-mail : rrpandey_rbl@itild.co.in

PURCHASE ENQUIRY NO. ERW18C1358CL

ENQUIRY DATE: 27/03/2021

(Please quote this in all correspondence)

DUE DATE : 05/04/2021

To,

Dear Sir,

Please quote your prices & delivery for the following Item as per attached Terms & Conditions at Annexure- A & B . .

Sl.N o.	Item Description	Qty. Reqd. (SETS)	Delivery Reqd.
1.	Chromatic Dispersion & Polarization Mode Dispersion Measurement System Technical Specification as per Annexure-1 & General Requirement as per Annexure-2	01	APRIL ,2021

Note: E-mail tenders will not be acceptable. Only sealed tenders send by speed Post / Courier / By hand should be addressed to ITI Limited, Sultanpur Road, RAEBARELI, 229010(UP) Will be acceptable.

Special Note:

- 1- Please send your quotation in three sealed covers.
(A) As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/ Departments are exempted from submission of Bid Security/EMD. Instead bidders have to submit duly signed "Bid Security Declaration" As per attached Format Annexure-III accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents. EMD exempted bidder stands L1 then the respective bidder has to submit the Security Deposit upto the monetary limit for which the firm is registered (certified copy of the monetary limit needs to be enclosed along-with) to ITI before release of firm PO.
(B) The First cover should contain " **Technical Bid** " and this cover should be super scribed as "Technical Bid for Tender No.ERW18C1358CL Dated 25/03/2021.
(C) The Second cover should contain " **Commercial Bid** " and this cover should be super scribed as Commercial Bid for Tender No. ERW18C1358CL Dated 25/03/2021. This bid should contain the price & other terms & conditions.

All the above two separately sealed covers should be kept and sealed in another envelop and should be super scribed with Tender No., Date and Due date and Bid type (Technical & Commercial) on the face of the envelop and should be addressed to ITI Limited, Sultanpur Road, Raebareli- 229010 (U.P) INDIA.

- 2- Please quote the basic rate exclusive of GST, Freight, other Taxes (i.e. mention basic rate, GST, freight, taxes separately). Also confirm that documents will be issued for claiming GST
- 3- Any product / item / Machine or equipment 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.
- 4- Bid shall remain valid for 120 days.
- 5- The Earnest Money deposit of unsuccessful bidders will be returned.
The successful bidder's EMD deposit will be converted into Security Deposit depending upon the bidder's acceptance of P.O. satisfactorily.

The EMD deposit may be forfeited, (i) if the bidder's withdrawal his bid during the bid validity specified by the bidders in the bid (ii) in case of successful bidder, if bidder fails to accept the PO satisfactorily.

Contd..2/..

- 6- The above enquiry is also available on our website www.itilttd-india.com and Govt. website www.eprocure.gov.in
- 7- Please confirm item specification strictly as per our Bid Document in your quotation.
- 8- Price must be on FOR ITI RBL basis inclusive of insurance & all other charges.
- 9- Installation & Commissioning will be done free of cost by the party at our works.
- 10- All the items to be procured in set from one vendor to have proper synchronization among all equipments. Hence, party may quote as a set instead of individual part.
- 11- Please quote warranty for a period of minimum two years of the UPS including batteries & accessories from the date of installation, commissioning and successful running of the machine.
- 12- Bidders should mention their Profile like Name of Firm, Office & Work Address, Fax, Phone, Email ID, Contact Person, Category of Firm (Small/Medium/Large, Dealer, Distributor & Manufacturer etc), Company Registration No., Year of establishment, Annual capacity (Product, Qty, Value in Rs.), Testing & Laboratory facilities etc.
- 13- Bidders should provide their company's Income Tax Permanent A/C No., GST No., TIN No., Central Excise / Service Tax Registration No.
- 14- In case of order on successful bidder, bidder will have to submit Bank Guaranty equivalent to 3% of Purchase Order value for warranty period.
- 15- The packing, unpacking, loading and unloading of items shall be done by and at the expense of bidder.
- 16- All suits shall be instituted in a court of competent jurisdiction at Raebareli and in case of arbitration, the Indian Arbitration Act, 1996 is applicable.
- 17- ITI Ltd, Raebareli without prejudice to any other remedy for breach of contract, by written notice of default, sent to bidder, terminate this contract in whole or in part, if bidder fails to deliver any or all of the goods within the time period, specified in the contract satisfactorily.
- 18- ITI Ltd, Raebareli reserve the right to accept or reject any bid, and to annul the bidding process, at any time prior to award of contract without assigning any reason what so ever and without there by incurring any liability to the affected bidder or bidders. ITI Ltd, Raebareli also reserve the right to decrease the quantity to be procured against this tender.
- 19- As per govt. norms, while making payment 2.5 Lacs & above, 2% GST TDS will be deducted.
- 20- Details of Independent External Monitor(IEM) appointed by ITI for Integrity Pact are as under:-
Shri Javeed Ahmad, IPS (retd.)
M-1101, Shalimar Gallant Apartment
Vigyanpuri Mahanagar
LUCKNOW – 226 006
- 21- Integrity Pact (as per format attached) on plain paper duly signed should be submitted along with Technical Bid/Tender Document.
- 22- (a) Bidders participating in EOI/RFP/Tender have to sign Integrity Pact on placement of order/contract.
(b) Those bidders not willing to sign Integrity Pact will not be considered for bid opening.
- 23- Successful bidder has to sign Integrity Pact on Rs.100/- Stamp Paper if a Purchase Order is placed.
- 24- If bidder is MSME industry, latest certificate must be provided along with the quotation indicating the class i.e. Woman/SC,ST etc.

Yours faithfully
For ITI Limited, Raebareli

(R.R.Pandey)
CM(PPM)-I
MOB: 8004175220

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 15:00 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 GST 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.

6. MODVAT RELIEF :
- a. We are eligible to avail the credit of GST paid on items procured for manufacturing Tele-communication equipment's under GST 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 GST will be reimbursed by us.
 - b. Invoices should be in the prescribed form and have all particulars as per GST Rules and notifications as amended from time to time,
 - c. Agents/Distributors, on whom an order is placed should also produce Invoice Cum Gate Pass as per the procedure laid down by GST Rules and notifications issued from time to time. They should get registered with GST authorities where GST 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 authorized 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 authorized 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 dispatch 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 3% 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 along with 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

ANNEXURE-B

SUBJECT: LOADING OF PAYMENT FACTOR

(a) INDIGENOUS SOURCES:

SN	PAYMENT TERMS	LOADING FACTOR
1-	NORMAL 60 DAYS	NIL
2-	NORMAL 30 DAYS	1.25% ON LANDED COST
3-	COD / ON DELIVERY / THROUGH BANK	2.50% ON LANDED COST
4-	PROFORMA INVOICE	3.75% ON LANDED COST

For ITI Limited, Raebareli

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

ANNEXURE - 1

Specifications of Chromatic Dispersion & Polarization Mode Dispersion Measurement System with Strain Measurement (Required for Optical Fibre and Optical Fibre Cable Testing) Qty – 1 no.

Reference – IEC 60793-1-C5C

1) Wavelength–

- 1250 nm to 1625 nm for Chromatic Dispersion Measurement
- 1310 nm & 1550 nm for Polarization Mode Dispersion Measurement
- 1300 to 1324 nm for Zero Dispersion

2) Parameters to be measured –

- Zero Dispersion Wavelength
- Dispersion Slope
- Chromatic Dispersion
- Polarization Mode Dispersion
- Strain Measurement
- Fibre Length Measurement

- 3) The Equipment shall be suitable for Optical Fibre Cable manufacturing factory.
- 4) The equipment shall be suitable for the measurement of cable / fibre length of greater than 1 Km.
- 5) Equipment shall be capable of measuring Chromatic Dispersion in the 1250 nm – 1625 nm band at an interval of 10 nm also.
- 6) Equipment should be upgradable for multiplexed strain measurement system.
- 7) Equipment should comply latest corresponding IEC standard.
- 8) The equipment should have the following components –
 - i) Light Source – Multiple Laser diode or Filter Light emitting diode (FWHM : 1 nm to 5 nm)
Wavelength Spacing between differential measurement point: 2 nm to 20 nm
 - ii) Launch Optics – The system shall consist of PIN diode, FET amplifier and a phase sensitive detector.
 - iii) Optical Switch
 - iv) Optical Splitter
 - v) Optical Connector
 - vi) Reference Signal
 - vii) Phase meter.
 - viii) Signal Processing Unit.
 - ix) Instrument Controller with standard monitor
 - x) Modulator – sinusoidal, trapezoidal or square wave modulation, Frequency stability – 0.01 ppm.
 - xi) Computation Equipment – For equipment control, data acquisition & numerical evaluation of data.
 - xii) Suitable windows based software along with PC shall be supplied by the party to assist and lead operators through the testing process, prompting for each fibre to be coupled to the equipment. The software should be capable for –

- Fibre Length Measurement
- Chromatic Dispersion measurement
- Calibration of lambda zero and slope
- Polarization Mode Dispersion Measurement
- Strain Measurement
- Zero Dispersion Wavelength
- Dispersion Slope

M. J. J. /
En. C. M. / P.P.

AEE (OF-MPD)

T. O. J. /
AEE (PM) MPD

Rishabh
AEE (PM) MPD

ANNEXURE-2

General Requirement of Chromatic Dispersion & Polarization Mode Dispersion Measurement System with Strain Measurement (Required for Optical Fibre and Optical Fibre Cable Testing)

1. Optional accessories (if any) shall be quoted separately for the equipment.
2. Party shall provide warranty for two (02) years (minimum) for the equipment.
3. After sales service and spares availability shall be ensured by the party for the equipment.
4. Operation and maintenance training shall be provided by the party at our works for the equipment.
5. Operation & Maintenance manual shall be provided by the party for the equipment.
6. All the manuals must be in English language.
7. User interface language of the equipment must be in English language.
8. Make Model and full specification of the offered equipment shall be provided by the party supported by the relevant catalogue / leaflet.
9. Essential accessories & tooling (with detail list) etc. required for the complete testing must be supplied along with the equipment.
10. Installation & commissioning of the equipment shall be done by the party at our works.
11. The equipment shall be duly calibrated by recognized agency and calibration certificates shall also be provided along with the equipment by the party.
12. The equipment should comply the related standards where ever applicable.
13. The equipment should comply the related BSNL GR Specification for Optical Fibre Cable manufacturing.
14. Party shall provide point wise compliance for Technical specs & General requirement.
15. The party must be the OEM or authorized dealer of OEM and latest authorization certificate shall be submitted along with the technical bid.
16. We may be able to customize the test results by date-wise or the results should be stored in a single file which contains date too. The same test result output should be exported to excel format.

Rishabh
AEE (P.M.) MPD

A
AEE (OPC-MPD)

T. Aram
AEE (P.M.) MPD

Rishabh
AEE (P.M.) MPD

Annexure-III

Bid Securing Declaration Form

<Letterhead of the bidder>

<Date>

To ITI LIMITED RAEBARELI,
SULTANPUR ROAD, RAEBARELI-229010

I/We. The undersigned, declare that:

I/We understand that bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you/ MeitY for a period of two years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity or its extended period, if any; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Bank Guarantee, in accordance with the Instructions to Bidders.

c) If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid; or

d) If there is a discrepancy between words and figures quoted by the bidder and the bidder does not accept that the amount in words prevails over amount in figure.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a consortium, the Bid Securing Declaration must be in the name of all partners to the consortium that submits the bid)

INTEGRITY PACT

PURCHASE ORDER No.

THIS Integrity Pact is made on.....day of20 .

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 contractor ON THE SECOND PART.

Preamble

WHEREAS the Principal intends to award, under laid down organizational procedures, contract for of ITI Limited. 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 Contractor(s).

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will **monitor** the tender process and the execution of the contract for compliance with the principles as mentioned herein this agreement.

WHEREAS, to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact the terms and conditions of which shall also be read as integral part and parcel of the Tender Documents and contract between the parties.

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

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
- b. The Principal will, during the tender process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

- 1.2 If the Principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC 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 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 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 contractor(s) will not enter with other 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 contractor(s) will not commit any offence under IPC/PC Act, further the 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 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 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 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 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 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 Contractor(s) from the tender process.
- 3.2 If the 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 to exclude including blacklisting for future 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 Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

- 3.3 The 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 Contractor(s) could be revoked by the Principal if the 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 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 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 Contractor(s) or sub-contractor/sub-vendor/associates of the Contractor(s) which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

- 8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3 The 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 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 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 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 a reasonable time 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 Independent External Monitor appointed by the Principal at present is furnished below: -

Shri Javeed Ahmad, IPS (retd.)
M-1101, Shalimar Gallant Apartment
VigyanpuriMahanagar
LUCKNOW – 226 006

Any changes to the same as required / desired by statutory authorities is applicable.

SECTION 9 – FACILITATION OF INVESTIGATION

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

SECTION 10 – LAW AND JURISDICTION

- 10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall the seat of the Principal.
- 10.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the 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 Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the 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 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.

12.5 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 date fiat the place and rst done mentioned in the presence of the witnesses:

For PRINCIPAL

For CONTRACTOR(S)

.....
(Name & Designation)

(Name & Designation)

Witness

Witness

1) 1).....

2) 2).....