

**ITI LIMITED**

Phone No: 080-28503639

Fax No: 080-28503653

BANGALORE PLANT

DOORAVANINAGAR BANGALORE - 560 016

**ENQUIRY**

Enquiry Ref No: C029D006

Enq Date: 04th May 2019

Due Date :- 27.05.2019

Please quote your best prices and delivery for the item as mentioned below.

SIno	Description of the item	Qty
1	Vulnerability Scanner	1 No.

**Note: Detail Notice Inviting Tender Three Covers System separatly sealed**  
1) EMD Amount through DD for Rs.1,18,800.00  
2) Technical Bid along with Un priced commercial Offer  
3) Commercial Bid

If any further technical detail required towards submission of offer please contact  
ANIMMA DAVIS (DGMR-TSTL) Phone: 080-28503637  
and E-mail : anniedavis\_bgp@itilttd.co.in copy to snp\_bgp@itilttd.co.in and  
kesavaraju\_bgp@itilttd.co.in

Note:	
1	Delivery required - Within 1 month
2	Your quoted price shall be all inclusive FOR ITI Ltd. Bangalore -16.
3	<b>ITI GST NUMBER: 29AAACI4625C1ZV.</b>

Terms &amp; Conditions as per enclosure.

Your sealed quotation SUPERSCRIBING our Enquiry Reference and DUE DATE on the envelope should reach us on or before the **DUE DATE ie. 27th May 2019 before 2.30 pm**

Offers through E-mail will not be considered please"

(Only Technical bid will be opened on next working day at 2.30 PM) and should be addressed to.

Deputy General Manager-MM  
Central Purchase,  
ITI Limited, Dooravaninagar  
Bangalore -560 016.

Thanking you

Your's faithfully,  
For I.T.I Limited

*R. Vijilal Kumar*  
4.05.19  
Deputy General Manager-MM

**Vulnerability Scanners (TCP/IP based applications) with full plug-ins**  
**Quantity Required: 1**

Sl.no.	Technical specifications	Compliance	Remarks
	<b>The Tool shall be able to operate 100% on-premise and offered as a software product and Scan results should always be available on premise.</b>		
1	Vulnerability assessment tool supplied shall be capable of scanning targets i.e. network nodes including end user devices, the operating systems, databases, and/or Web applications residing on those nodes in an attempt to detect known vulnerabilities.		
2	The tool shall be able to support installation on Linux and Windows ( 10 and later versions) Operating Systems.		
3	The identified vulnerabilities shall comply to latest NVD/CVE catalogue.		
4	The tool shall be capable of doing scan targets which can be in a variety of formats i.e. IPv4/IPv6 addresses, hostname, and CIDR notation.		
5	The supplied tool shall begin its assessment by performing a “footprint” analysis that involves first discovering live hosts and all open ports on a host then scanning these ports to enumerate all of the available services on the device to determine which services and/or software programs (including versions and patch levels) are running on the target.		
6	The tool shall have the capability to perform both internal and external IP addresses scanning.		
7	The tool scans shall be user controllable, i.e. able to be started, stopped, paused and resumed at any time per user requirements.		
8	The tool shall be able to schedule scans at specific starting dates and time, frequencies and maximum scan durations.		
9	The tool shall be able to automatically pause scheduled scans if unable to complete within the predefined durations.		
10	The tool shall support testing of a minimum 128 devices /IP's at a time		
11	The tool shall be capable of upgrading the IP license to a larger in case need to scan more IPs.		
12	The tool shall allow to change IP's.		
13	The tool shall have provision to support schedule scans run daily,weekly,monthly,yearly basis and on demand basis. The tool shall support to configure e-mail addresses to receive scan notifications.		
14	The tool shall support Permissions functionality affects which users have permissions to access or configure the scan.		
15	The tool shall be able to support both credentialed and non-credentialed scans which include but is not limited to: SNMP, SSH, WINDOWS .		
16	The tool shall run on Windows, Linux (all distributions) OS operating environment.		

17	The tool must support the automatic discovery of virtual assets on Vmware.		
18	The tool must support integration with IDS/IPS products.		
19	The reports generated by the supplied vulnerability assessment tool shall also provide prioritization of risk ( like critical, High, Medium, low and information) with CVSS ( v2 and v3) score, exact remediation for individual vulnerabilities, and recommendations on how to fix and improve the security of the DUT,providing Information on availability of exploits and its reference links information of the discovered vulnerabilities.		
20	The tool shall be with Default( in built ) scan templates and allow user to configure customised scan template.		
21	The tool shall be able to integrate native exploit information from well-known sources, minimally with ExploitDB and Metasploit database.		
22	The tool shall support integration with external penetration testing platforms to perform and automatic vulnerabilities exploitation.		
23	The tool shall be able to identify known exploits and malware kits associated with detected vulnerabilities.		
24	The tool shall be able to generate / export reports in various formats but not limited to PDF, HTML, Text and XML.		
25	The tool must include pre-configured report templates and must support report template customization from default available ones.		
26	The tool shall be capable to scan any type of OS ( Operating Systems) and fingerprint their version information		
27	The library of the vulnerability assessment tools shall be updated on a regular basis with the most recent security vulnerabilities.		
28	The supplier shall provide suitable on-site mechanism to customize the format of the report generated by the tool as per the requirement of the purchaser.		
29	The supplier shall ensure the upgradation of library of known vulnerabilities on a daily basis in complete synchronization with the vulnerabilities published in the NVD/CVE catalogue .		
30	The tool vendor must develop their own vulnerability checks. Describe internal vulnerability development. Include any internal 0-day exploit development.		
31	The tool shall be coded with maximum coverage of plugin's (which is a simple program that checks for a given flaw) covering of local and remote flaws.		
32	The tool shall be able to perform both automatic & manual ( Plugins/ Software updates).		
33	The tool shall identify misconfigurations in target device like missing patches in OS/applications etc.		

34	The tool shall support integration with Active Directory, Kerberos, or any LDAP compliant directory.		
35	The tool shall be able to perform discovery, vulnerability scanning, web scanning, and compliance assessment in a single scan.		
36	The tool shall be with web application scanning solution must support coverage of OWASP TOP -10-2017.		
37	The tool shall be capable of scanning the web applications to identify the programming errors such as cross-site scripting, remote file inclusion, command execution, traversal attacks, and SQL injection with the necessary plugin's.		
38	The tool web-based management user interface shall be using the minimum version specified of the browsers are Internet Explorer 9 , Firefox ,Chrome.		
39	The specifications should be demonstrated to ITI engineers for Technical Evaluation		
40	Software with perpetual License with life time validity.		

### Terms & Conditions

	<b>Bidder Eligibility Criteria</b>	Compliance	Remarks
a	Bidder should be either OEM or his authorised agent. If bidder is an authorised agent then he should submit documentary proof that he has been authorised to submit bid for this enquiry.		
b	The bidder should have a track record of having previously supplied similar equipment.Copy of PO for supplying to at least 5 Govt/Banking customers to be provided.		
c	The bidder must have a proven record of maintaining and managing the similar system in India. Purchase order copies of 5 customers for last 3 years are required along with customer satisfactory report.		
d	The bidder should have qualified technical service personnel based in India for supporting the tool/equipment		
e	The bidder should be in a position to demonstrate their competence and capability, as a team, to deliver all the services expected during the contract period.		
f	In case the bidder is an authorised representative for the OEM the technical bid should clearly demarcate the responsibilities between the OEM and the bidder.Complete details of the same have to be submitted along with the bid.		
	<b>Technical Bid</b>		
	The technical bid should contain the following.		
a	Detailed Technical description of the product proposed.		

b	Compliance statement indicating it meets each and every clause in the terms and conditions, technical/commercial specification		
c	Unpriced bill of material with quantities of each line item.		
d	Datasheet of product/model		
e	If the bidder is not the OEM, then appropriate letter from the OEM should be submitted authorizing the bidder to submit the proposal for this Enquiry		
f	Bid has to be quoted exactly as per mentioned specifications for entire solution, partial offers will not be accepted.		
g	The technical bid should not contain any price information. Non-conformance will result in disqualification.		
	<b>Commercial Bid</b>		
a	The Commercial bid should contain details of the prices for each one of the subsystems of the total offer giving clearly the rate and the quantity.		
b	Warranty charges, if any, must be quoted separately.		
c	In addition AMC charges for additional Year 2 and Year 3, should be quoted separately.		
	<b>Installation, Warranty, Annual Maintenance, Training and Support</b>		
a	The total solution as per the bill of materials has to be supplied within 4 weeks after receiving a firm PO from ITI		
b	The installation and commissioning of the tool/equipment should be completed within a week after supply of the equipment.		
c	Alternatively Installation and commissioning of the tool/equipment should be done within 5 week of release of Purchase Order.		
d	Warranty services		
	1. Should be for a period of one year from the date of acceptance of the equipment.		
	2. The bidder shall be fully responsible for the warranty in respect of proper design, quality and workmanship of all the systems supplied.		
	3. The bidder shall attend to all the problems on site and shall replace the defective parts at no extra cost to the purchaser.		
	4. the preventive maintenance and repairs of the tool supplied by the bidder are the responsibilities of the bidder.		
	5. Software updates must be promptly done.		
e	Support		
	1. The Bidder or OEM shall provide License support for minimum 3 years effective from date of successful completion of 1 year warranty period.		
	2. Payment will be made for support services on annual basis		
	3. The Bidder or OEM shall provide patches/updates for any software bug, noticed from the date of supply till the end of contract at no extra cost to the purchaser.		
	4. Upgradation of the tools shall be intimated by the supplier within one week from the date of release.		
	5. Any hardware, software, firmware which is required as a pre-requisite to support upgradation shall be provided free of cost. Any specific training to utilize the upgraded feature shall be provided on site by the supplier at no extra cost to the purchaser		

f	The vendor should provide hands on product training of the proposed solution by OEM directly for 5 nos. of ITI officials at BGP with workstations and required necessary amenities to facilitate the training for minimum 10 days.		
	The vendor has to provide User Manual and Technical documentation both in hard and soft copies.		
g	The OEM must give an undertaking to provide service for 10 years, in case OEM is taken over by the new entity must continue to provide the service without any break.		
	<b>Payment Terms:</b>		
a	The commercial bid should contain among other things, payment terms, warranty, installation and commissioning charges. These charges will be paid only after successful supply, installation and acceptance.		
b	Installation charges, if any, payable only in Indian Rupees, will be paid after acceptance of the system. The procedure is as follows: On delivery complete inventory checks mandates confirmation of systems to have been delivered with the ordered configuration. Post installation burn-in test for 48 hours will be performed. The burn-in test includes running of hardware diagnostics on all components continuously for a period of 48 hours to eliminate possibility of any hardware failures. The successful completion of the acceptance test will results in payment.		
	<b>Additional Guidelines:</b>		
a	The offer has to clearly explicitly state the supply part, Warranty services and any other charges separately.		
b	Delayed and/or incomplete tenders are liable to be rejected.		
c	All the pages of Technical Bid and the Commercial Bid should be duly signed by the bidder.		
d	Commercial bids of technically qualified bids alone will be taken up for further processing.		
e	ITI Ltd. reserves the right to modify the technical specifications or the required quantity at any time.		
f	ITI Ltd. reserves the right to accept or reject any proposal, in full or in part, without assigning any reason.		
g	The bidders are requested to go through the Terms and Conditions detailed in this document, before filling out the tender. Agreeing to the terms and conditions of the tender document (by signing all pages of the copy of a tender document) is a mandatory requirement		
h	A tender, not complying with any of the above conditions is liable for rejection.		

## COMMERCIAL TERMS & CONDITIONS

1. PROCUREPIENT OF CAPITAL EQUIPMENT
2. The Performance Bank Guarantee (PBG] for the 10% of the Purchase order value has to be submitted along with the PO acceptance and it should be valid up to the warranty period of 1 year.
3. Warranty coverage has to be for 12 Months (1 year) and warranty certificate to be given with the consignment.
4. Loading Major for Non-acceptance of *Warranty* period: Less than 12 months (1 Year) from commissioning will attract loading of Warranty charges for difference of quote with warranty / guarantee period.
5. Example: If a Supplier provides 8 months guarantee period, in place of 12 months, then the difference of 4 months will be loaded with warranty charges of 4% per annum for difference period of 4 months i. e. 2% of total cost will be loaded for evaluating lowest bidder.
6. After 1 year warranty period Non Comprehensive AMC will be applicable. Please indicate the Non Comprehensive Annual Maintenance Contract (AMC) price separately for 3 years.
7. Un-priced Bid to be submitted along with the technical bid and the same should be in line with Commercial.
8. Installation and Commissioning (I & C) of the equipment will be carried out by you at ITI Ltd, Dooravani Nagar, Bangalore, India with no additional cost.
9. Payment terms: ITI prefers long credit period. For any variation in payment terms quoted by different vendors, loading in the comparative statement will be made suitably. 90% of the cost of the order will be paid by normal payment terms of 60 days credit from the date of receipt of material at ITI Works along With Invoice (Shipping documents, packing slip, Test certificate , for Inland supplies, and Invoice, Bill of lading / Air way bill, packing slip, etc. for Foreign Supplies) . Beneficiary certificate stating that all the items indicated in the invoice have been dispatched as per the purchase order. Balance 10% will be paid after the completion of I&C at ITI Ltd., Bangalore Plant, Dooravaninagar, Bangalore-560016, India.
10. In case of Foreign purchase order having mode of dispatch by Sea/Ocean, your quote to be on FOB basis. The freight forwarder details will be provided and Insurance will be arranged by ITI Ltd . For Purchase order having mode of dispatch by Air, FCA, Gateway Airport for Airfreight to be mentioned . The AIR freight forwarder details will be provided and Insurance will be arranged by ITI Ltd.
11. In case of inland purchase order, your quote will be on FOR ITI Ltd., Bangalore basis.
12. Software: Up gradation of software during the warranty period will be done at free of cost by you.
13. Operation and Maintenance training for 5 persons from ITI for a period of 10 Days shall be provided at free of cost.
14. Maintenance Manual shall be submitted along with equipment (Soft and Hard copy) .

## **COMMERCIAL TERM' S & CONDITIONS**

### **PROCUREMENT OF CAPITAL EQUIPMENT**

15. The equipment should be pre-tested prior to shipment. Supplier should show all certificates, certified by competent authorities or recognized agencies that are required for system safety. and any other certificates of relevance and Calibration details should be provided.
16. LD for delay in supply of 0.5% of the order value of the item per week for the first 4 weeks and thereafter Max 0.7% per week thereafter for such delay or part there off for the item delayed, or terminate the contract in respect of balance supplies so delayed and purchase the material at else where at the risk and cost of the defaulted supplier
17. Priced Spares list of the equipment to be provided. If needed ITI will procure during the warranty period and the price quoted is freezed during warranty period.
18. Inspection: a) Inspection of material at our works/ other standard testing centers authorized by us will be final
19. In the event of rejection apart from free replacement of material on freight pre-paid basis and the rejected material on freight to- pay basis, you are also liable for payment of interest (at 24% per annum) for the period between payment made and replacement received. Any financial loss to us due to India Government policy and procedures on Re-Export will have made good by you.
20. Ordering: a) We reserve the right to reject any or all offer and to order in full or part quantities there of with out assigning any reason whatsoever.
21. Canvassing by Tenderer in any form including unsolicited letters against tenders submitted or post tender corrections shall render their tenders liable for summary rejection .
22. Governing Law: All suits shall be instituted in a court of competent jurisdiction at Bangalore and in case of arbitration, (The India Arbitration Act, 1940 is applicable).

## **NOTICE INVITING TENDER (THREE COVER SYSTEM)**

Detailed Enquiry is uploaded in M/s. ITI Limited website [www.italtd-india.com](http://www.italtd-india.com). **In tender column (Bangalore Plant)**

For further details/clarification please contact

Deputy General Manager - MM  
M/s. ITI Limited, Bangalore Plant,  
Dooravani Nagar, Bangalore 560 016,  
Telephone No: 080 28503978, Email: [snp\\_bgp@italtd.co.in](mailto:snp_bgp@italtd.co.in)

Bids will be received by the

Mailing Section  
M/s. ITI Limited, Bangalore Plant,  
Dooravani Nagar  
Bangalore 560 016

### **The tender shall be submitted in the three cover system as follows:**

1. Part-I (Technical Bid) shall be enclosed in a double sealed cover super scribed with "Part-I (Technical Bid) with detail of machines quoted with supporting document such as catalogues/ leaflets, with tender reference, due date of submission and opening date and firm's address with phone no. / E-mail".
2. Part-II (Commercial Bid) shall be enclosed in another double sealed cover super scribed with "Part-II (Commercial Bid), with tender reference, due date of submission and opening date and firm's address with phone no. / E-mail".
3. Part-III (EMD) shall be submitted of an amount Rs.1,18,800/= (Rupees One Lakh Eighteen Thousand Eight Hundred Only) through Bank Demand Draft In favour of "ITI LIMITED" Bangalore.

All the above three documents shall be kept in a separate sealed cover and shall be enclosed in another one sealed cover super scribed with tender reference, due date of submission and opening date and firm's address with phone no. / E-mail".

4. All the pages of the Tender document to be signed with company seal .Otherwise the bid is liable for rejection.

Sealed tender should be addressed to

**Deputy General Manager - MM,  
M/s. ITI Limited, Bangalore Plant,  
Dooravani Nagar,  
Bangalore 560 016**

**Note: - Quotation shall be valid for 90 days from the date of opening of the tender.**

## **DETAILS OF BID:**

**Part-I Technical Bid**: It shall consist of the following documents enclosed in a double sealed cover.

- 1) . Description of item, Make, Model along with technical brochure containing detail specification, data sheet Etc without price detail.
- 2) Item wise Compliance Report for the entire enquired item.

Note: No price shall be mentioned in technical bid.

- 3) **UNPRICED BID** to be submitted along with Technical Bid.

**Part-II (Commercial Bid)**: It shall consist of the Description of item , Make , Model with price detail I.e. Unit price (delivery to ITI Ltd Bangalore) and applicable statutory levies (GST, Entry Tax / Octroi, Freight charges etc)

The statutory levies shall be clearly mentioned in percentage/ amount for each item. The description written as inclusive or exclusive or actual shall not be accepted. The rate shall be quoted FOB / Ex-Works / FOR ITI Limited, Bangalore

NOTE: All the pages of the quotation shall be signed and stamped by the tenderer and submitted.

1. Only the EMD cover shall be opened first and Technical Bid of those vendors who has submitted EMD shall be opened thereafter, on the due date. The date and time of opening of the commercial Bid shall be intimated only to the technically qualified bidders, well in advance

**Deputy General Manager-MM**

## PRE-CONTRACT INTEGRITY PACT

### GENERAL

This pre-bid pre-contract agreement (hereinafter called the Integrity Pact) is made on....., between, ITI Limited, Dooravaninagar, Bangalore - 560016, India, (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and m/s..... (*address of the Bidder*) (hereinafter called the "BIDDER " which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to invite Expression of Interest (EoI) for selection/ empanelment of technology partner for a technical tie-up with ITI for the marketing/manufacturing of ..... (*name of the product*) and the BIDDER is willing to participate in the EoI as per the terms and conditions mentioned thereon;

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership company (*strike off whichever is not applicable*), constituted in accordance with the relevant law in the matter and the BUYER is a PSU under the Department of Telecommunications, Ministry of Communications & IT, Government of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to select/ empanel a technology partner for the marketing/manufacturing of .... (*name of the product*) through the EoI in a transparent and corruption free manner, and

Enabling BIDDERS to abstain from bribing or Indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

#### 1. Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either

for themselves or for any person, 'organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### 3 Commitments of BIDDER

- 3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - a) The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - b) The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or, execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
  - c) BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

- d) BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.
- e) The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such, intercession, facilitation or recommendation.
- f) The BIDDER either while presenting the bid or during pre-contract negotiations or before signing the contract, shall 'disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- g) The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- h) The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- i) The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- j) The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- k) The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- l) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- m) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### 4 Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any 'corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### 5 Sanctions for Violations

- 5.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
  - a) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - b) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - c) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission.
  - d) To recover all sums paid in violation of this Pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- 5.2 The BUYER will be entitled to take all or any of the actions mentioned above, also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## 6 Independent Monitors

- 6.1 The BUYER appoints Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.
- 6.2 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.
- 6.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 6.6 The BIDDER(s) accept(s) that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER with confidentiality.
- 6.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## 7 Facilitation of Investigation

- 7.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## 8 Law and Place of Jurisdiction

- 8.1 This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

9 Other Legal Actions

9.1 The actions stipulated 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.

10 Validity

10.1 The validity of this Integrity Pact shall be from date of its signing and extend up to the contract period with the BUYER in case a contract is signed. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

11 The parties hereby sign this Integrity Pact.

BUYER  
Name of the Officer.  
Designation  
ITI Limited (address)  
Place:  
Date:

BIDDER  
CHIEF EXECUTIVE OFFICER  
M/s .... (address)  
  
Place:  
Date:

Witness:

1. ....  
2. ....

1. ....  
2. ....