



ITI Limited, Bangalore Plant  
Doorvaninagar, BANGALORE – 560016  
CIN No: L32202KA1950GOI000640

**NOTICE INVITING EXPRESSION OF INTEREST FOR “SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED COMMAND AND CONTROL CENTER (ICCC) IN SURAT CITY”**

Ref: IOT/BDM/BGP/ICCC\_SSC/2019-20

Date: 06/09/2019

ITI Limited has diversified into new areas of manufacturing and services in the domain of IT, Telecom, IOT and Smart city for various Government / Private customers. **SURAT SMART CITY LIMITED** has invited tender and ITI Limited would like to address this tender and invites Expression of Interest (EOI) from eligible bidders/Em paneled Partners to fulfilling the eligibility criteria of customer tender.

**Due Date for Submission of EOI is 18/09/2019 before 12.30 PM.**

**Introduction**

ITI Limited, a Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications & IT, is a leading Telecom equipment manufacturer and solution provider in India. The major customers are BSNL, MTNL, Defense, Paramilitary forces and Railways.

The purpose of this EOI is to make ITI (Lead Bidder) eligible while becoming a consortium partner with ITI to address the Tender Ref# SSCDL-ICCC-RFP-02-2019 for “**SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED COMMAND AND CONTROL CENTER (ICCC) IN SURAT CITY**”

A	TECHNICAL BID	
1	<b>Scope of Work</b>	<p>The bidder should ensure the successful implementation of the proposed “ICCC solution consisting of IT hardware and software infrastructure and ancillary work”.The bidder shall be responsible for procurement, supply and installation of entire ICT hardware and software infrastructure at the Command and Control Centre for successful operations of the systems. The bidder is also responsible to procure all needed non IT components which are required to run the smooth operation of this project.</p> <p>For detailed scope of work please visit the following:</p> <ol style="list-style-type: none"><li>1.SSCDL-ICCC-RFP-02-2019 Dated: 05 SEP 2019.</li><li>2.The RFP documents have been made available for download from the website:<a href="http://www.nprocure.com">www.nprocure.com</a> ,<a href="http://www.smc.nprocure.com">www.smc.nprocure.com</a> , <a href="http://www.suratsmartcity.com">www.suratsmartcity.com</a></li></ol>

<b>2(i)</b>	<b>ELIGIBILITY CRITERIA OF BIDDERS</b>
A.	<p>The Bidder should be registered under the Companies Act 1956 and should be in operation in India for a period of at least 5 years as on publication of bid.</p> <p>Note: Copy of certification of incorporation issued by competent authority/ Registration Certificate.</p>
B.	<p>Bidder should have a minimum average annual turnover of <b>Rs. 30 crore</b> from ICT based business for last three financial years i.e. FY 2017-18, FY 2016-17, 2015-16.</p> <p>Note :</p> <ul style="list-style-type: none"> <li>● Copy of the Audited Profit and Loss statement and statutory auditor / CA certificate from a regarding turnover. The certificate should be originally signed or notarized.</li> <li>● Certificate from the statutory auditor / CA towards positive net worth of the company. The certificate should be originally signed or notarized.</li> </ul>
C.	<p>Bidder should have a positive net worth as on 31<sup>st</sup> March 2018 .</p> <p>Note: Certificate from the statutory auditor / CA towards positive net worth of the company. The certificate should be originally signed or notarized.</p>
D.	<p>Undertaking for willingness to work with ITI as per customer tender/EOI etc. terms and conditions on back-to-back basis.</p>
E.	<p>Bidder should have an experience in implementation of Integrated Command &amp; Control Centre (ICCC) / Command Control Center (CCC) in India in last 7 years from the date of publishing this RFP .One project costing not less than the amount equal to INR 20 Cr. with ICCC application solution component worth minimum INR 2.5 Cr.</p> <p>(OR)</p> <p>Two projects costing not less than the amount equal to INR 12 Cr. each with ICCC application solution component worth minimum INR 1.5 Cr.</p> <p>(OR)</p> <p>Three projects costing not less than the amount equal to INR 10 Cr. each with ICCC application solution component worth minimum INR 1.25 Cr.</p> <p><b>Note: ICCC Application cost component shall include:</b></p> <ol style="list-style-type: none"> <li>1. Licenses cost for ICCC Applications</li> <li>2. SITC cost</li> <li>3. Integration cost</li> <li>4. Operation &amp; Maintenance cost</li> </ol> <p>Note: Copy of completion certificate issued by client In case of an ongoing project, the project must have achieved the respective value in terms of entire project cost and ICCC application &amp; Video Wall Solution component respectively from financial perspective. The</p>

	<p>Certificate to this effect from the client on client's letter head to be provided.</p> <ul style="list-style-type: none"> <li>• Copy of Work order / Contract</li> <li>• Copy of completion certificate issued by client</li> </ul>
F.	<p>Bidder should have completed at least one project pertaining to setting up of Data center / Data Center Infrastructure in last 7 years as on Bid Submission date of value not less than INR 3 Crore in India.</p> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>● In-house projects for own or group companies shall not be considered for above criteria Data Center Infrastructure cost should be excluding software license cost.</li> <li>● Copy of completion certificate issued by client.</li> <li>● Copy of Work order / Contract</li> </ul>
G.	<p>Bidder should be registered for GST number in India.</p> <p>Note: GST Registration Certificate and PAN Card</p>
H.	<p>Bidder should not be blacklisted or debarred by any Government / PSU in India at the time of submission of the bid.</p> <p>Note: Declaration letter by bidder as per format given in the RFP document</p>
I.	<p>Bidder Should have any three of below mentioned Certification (valid as on date of issuance of the bid):</p> <ul style="list-style-type: none"> <li>• ISO 9001:2008</li> <li>• ISO 20000:2011 for IT Service Management</li> <li>• ISO 27001:2013 for Information Security Management System</li> <li>• CMMi Level 3</li> <li>• CMMi Level 5</li> </ul>
J.	<p>Experience of bidder in implementation of ICCS Solution integrating domains/systems in the last seven (7) years (maximum 2 projects).The term project means “ project integrating any 3/4 domains”of the following.(Refer customer RFP document).</p> <ol style="list-style-type: none"> <li>1. Adaptive/Intelligent Traffic Control System (ATCS Signals with or without ANPR, RLVD, Wrong side, Speed detection, etc.)</li> <li>2. Intelligent Transit Management System</li> <li>3. Water Supply / Water SCADA</li> <li>4. Drainage / Drainage SCADA</li> <li>5. Solid Waste Management</li> <li>6. Grievance Redressal System</li> <li>7. CCTV/ Surveillance Network with minimum 50 cameras (Excluding Camera considered under Point 1)</li> <li>8. Smart Street Lighting</li> <li>9. Revenue Collection Systems (Property Tax, Water Meter Billing, Other Utility Meter Reading, AFCS etc.)</li> <li>10. Energy / utility SCADA</li> <li>11. Network monitoring for large scale WiFi service / dedicated OFC network</li> <li>12. Smart Parking.</li> </ol>

	<p>Note :</p> <ul style="list-style-type: none"> <li>● Copy of Work order / Contract</li> <li>● Copy of completion certificate issued by client.</li> <li>● In case of an ongoing project, the claimed domains/systems must have been integrated. The Certificate to this effect from the client on client's letter head to be provided.</li> <li>● Self-certificate on bidder's letterhead from authorized signatory clearly defining the use cases.</li> <li>● implemented under each domain as part of the project.</li> </ul>
K.	Undertaking expressing willingness to sign MOU with ITI
L.	Undertaking to submit EMD <b>RS: 25, 00,000/- (Rupees Twenty five lakhs only)</b> whereby 50% amount shall be in the form of Demand Draft / Banker's from Nationalized or Scheduled bank and 50 % amount shall be in the form of Bank guarantee (BG) of any nationalized / scheduled banks with validity of 180 days on back to back to ITI (as decided by ITI) or directly to customer as per Customer Tender terms & conditions. & Performance Bank Guarantee (maximum 10 % of contract value) to customer as per Customer Tender terms & conditions. Where ITI is exempted from providing EMD & PBG or allowed to submit Corporate Guarantee in place of Bank Guarantee to customer, Bidders has to provide EMD (while submitting the bid to the customer) & PBG to ITI as per customer tender terms.
<b>2(ii) Checklist of documents/information to be submitted:</b>	
A	Company Profile
B	Certificate of Incorporation
C	Memorandum & Articles of Association
D	Audited financial statements & CA certificate as per customer tender as per 2(i) B
E	Positive Net Worth Certificate as per 2(i) C
F	Undertaking as per clauses 2(i)H, k & L in company letterhead
G	GST Registration Certificate.
H	Copy of PAN Card
I	CIN (Corporate Identity Number), if applicable
J	Authorization letter in the company letterhead authorizing the person signing the bid for this EOI and Power of Attorney (POA).
K	Confirmation on 100% compliance to eligibility criteria according to customer tender.
L	Undertaking in letter head to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.
M	Bidders Details as per Annexure I
N	Clause by clause compliance of EOI terms with references to supporting documents as per Annexure II
O	Pre-Contract Integrity Pact as per Annexure-III
P	Supporting Documents as Per 2(i) & as per customer tender to qualify for the tender
Q	Compliance to support ITI to bid for the tender and execute any purchase order post tender fully on back-to-back basis.

**Note:**

- i) **Bidders shall go through the Customer SURAT SMART CITY LIMITED tender and will be prepared for the tender documents required for the submission of bid, if selected for consortium partner after the evaluation of this EOI.**

2(iii)	Financial Bid (to be provided by Bidders in a tabular form on letter head)
	Consolidated Margin Offered (Scope of work is as per the customer tender) in percentage (%) on ITI billing value (Excluding Taxes) to be submitted separately in sealed cover.

**Note:**

- i) OEM experience will not be considered for Eligibility criteria of bidders, as bidder's experience unless bidder is also an OEM.**
- ii) If bidder is an OEM , then the bidder should meet the following eligibility criteria of OEM along with eligibility criteria of bidders .**
- iii) If the bidder is not an OEM then he has to meet the eligibility criteria of bidders and the bidder should bring OEM partner who meets the following OEM criteria.**
- iv) Consortium is not allowed.**

To be considered qualified for evaluation of Technical Proposal, the respective OEM must meet the below mentioned OEM eligibility criteria:

<b>2(iv)</b>	<b>OEM's Eligibility Criteria:</b>
<b>A.</b>	<p><b>Active Network Equipment (Network Switches):</b></p> <p>i) OEM must be listed in Leader's Quadrant of the latest Gartner Magic Quadrant for Wired and Wireless LAN Access Infrastructure.</p> <p><b>ii) Commitment to Support</b> The OEM should commit to support the product proposed in the scope of this RFP for at least five (5) years.End of support date should not have been announced for the product proposed.</p> <p>Note:</p> <ul style="list-style-type: none"> <li>● Latest and relevant report from Gartner to be submitted clearly showing presence of the OEM.</li> <li>● OEM self-certification as per Section-PQ_10 indicating the commitment to support</li> </ul>
<b>B.</b>	<p><b>Server:</b></p> <p>i) OEM must be listed in Leader's Quadrant of the latest Gartner Magic Quadrant for Modular Servers.</p> <p><b>ii) Commitment to Support</b> The OEM should commit to support the product proposed in the scope of this RFP for at least five (5) years.End of support date should not have been announced for the product proposed.</p> <p>Note :</p> <ul style="list-style-type: none"> <li>i) Latest and relevant report from Gartner to be submitted clearly showing presence of the OEM.</li> <li>ii) OEM self-certification as per Section-PQ_10 indicating the commitment to support</li> </ul>
<b>C.</b>	<p><b>Storage:</b></p> <p>i) OEM must be listed in Leader's Quadrant of the latest Gartner Magic Quadrant for General-Purpose Disk Arrays.</p> <p><b>ii) Commitment to Support</b> The OEM should commit to support the product proposed in the scope of this RFP for at least five (5) years.End of support date should not have been announced for the product proposed.</p> <p>Note:</p> <ul style="list-style-type: none"> <li>i) Latest and relevant report from Gartner to be submitted clearly showing presence of the OEM.</li> <li>ii) OEM self-certification as per Section-PQ_10 indicating the commitment to support.</li> </ul>

D.	<p><b>ICCC OEM:</b></p> <p>ICCC OEM Solution should be implemented for at least 2 distinct projects covering at least 3 domains (with minimum 1 use case per domain) from below mentioned list out of which minimum 1 deployment should be within India.</p> <ol style="list-style-type: none"> <li>1. Adaptive/Intelligent Traffic Control System (ATCS Signals with or without ANPR, RLVD, Wrong side, Speed detection, etc.)</li> <li>2. Intelligent Transit Management System</li> <li>3. Water Supply / Water SCADA</li> <li>4. Drainage / Drainage SCADA</li> <li>5. Solid Waste Management</li> <li>6. Grievance Redressal System</li> <li>7. CCTV/ Surveillance Network with minimum 50 cameras (Excluding Camera considered under Point 1)</li> <li>8. Smart Street Lighting</li> <li>9. Revenue Collection Systems (Property Tax, Water Meter Billing, Other Utility Meter Reading, AFCS etc.)</li> <li>10. Energy / utility SCADA</li> <li>11. Network monitoring for large scale WiFi service/ dedicated OFC network</li> <li>12. Smart Parking</li> </ol> <p><b>ii) Commitment to Support</b></p> <p>The OEM should commit to support the product proposed in the scope of this RFP for at least five (5) years. End of support date should not have been announced for the product proposed.</p> <p>Note:</p> <ol style="list-style-type: none"> <li>1. Work order of projects for supply of ICCO Solution</li> <li>2. Any client document that clearly specifies the domains implemented &amp; integrated as part of solution.</li> <li>3. Self-certificate on OEM's letterhead from authorised signatory clearly defining the use cases implemented under each domain as part of the project.</li> </ol>
E.	<p><b>Enterprise Security Solution for Servers:</b></p> <p><b>i)</b> OEM must be listed in Leader's Quadrant of the latest Gartner Magic Quadrant for Endpoint Protection Platforms.</p> <p><b>ii) Commitment to Support</b></p> <p>The OEM should commit to support the product proposed in the scope of this RFP for at least five (5) years. End of support date should not have been announced for the product proposed.</p> <p>Note:</p> <ol style="list-style-type: none"> <li>i) Latest and relevant report from Gartner to be submitted clearly showing presence of the OEM</li> <li>ii) OEM self-certification as per Section-PQ_10 indicating the commitment to support.</li> </ol>
F.	<p><b>DC Application &amp; Delivery Controller with Global Server Load Balancing:</b></p> <p><b>i)</b> OEM must be listed in Leader's Quadrant of the latest Gartner Magic Quadrant for Application Delivery Controller</p> <p><b>ii) Commitment to Support</b></p> <p>The OEM should commit to support the product proposed in the scope of this RFP for at least five (5) years. End of support date should not have been announced for the product proposed.</p> <p>Note:</p> <ol style="list-style-type: none"> <li>i) Latest and relevant report from Gartner to be submitted clearly showing presence of the OEM.</li> <li>ii) OEM self-certification as per Section-PQ_10 indicating the commitment to support.</li> </ol>

## **GENERAL CONDITIONS:**

1. The bidders should be willing to form a consortium or act as a Technology partner with ITI for addressing this business opportunity.
2. Bidders should meet the technical eligible criteria specified in the tender and further addendum to the Tender. The solution offered shall be complete as per the **SURAT SMART CITY LIMITED**. Necessary documents to be attached.
3. The bidders shall be ready for signing Teaming Agreement with ITI and comply with Tender terms.
4. The Bidders shall furnish full details on the solution offered to address the Tender, along with the compliance to the Tender requirements and their readiness to support partnership for participating in the Tender and executing any purchase order – post tender.
5. If the bidders fail to execute the project as per the tender conditions, ITI reserves the right to execute the project at the risk and cost of the bidder.

**EOI SUBMISSION:** The Technical Bid and financial bid (Indicating the Margin clearly) shall be placed in separate sealed envelopes only, super scribed with words “Technical Bid”. & “Financial Bid”. Both the sealed envelopes of technical and financial bids are to be placed in another separate sealed cover mentioning “**SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED COMMAND AND CONTROL CENTER (ICCC) IN SURAT CITY**” Ref: IOT/BDM/BGP/ICCC\_SSC/2019-20 Date: 06/09/2019 and to be submitted to Manager-IOT.

6. Technical bids will be opened at **18/09/2019 at 1.30 PM** and the financial bid of technical qualified bidder(s) will be opened subsequently.
7. The offer is sent in hard copies; they shall be submitted in two covers. The first cover (Technical Proposal) shall contain clause-by-clause compliance to technical compliance of the EOI documents & any other document requested. The other cover (Commercial Proposal) shall contain margin offered under commercial proposal of the EOI document.
8. All the pages of the technical offer and the commercial offer shall be signed by an authorized person of the Technology Provider.
9. Period of Validity of offers: The offer shall remain valid for a period of at least 180 days from the due date of offer submission. Offers valid for a shorter period shall be rejected.
10. Award of Contract: ITI reserves the right to enter into technology tie up with the Technology Provider who meets the eligibility conditions and offers the best margin and, if finalized by ITI, a Memorandum of Understanding Agreement will be signed with the Technology Provider for pursuing all activities related to addressing the tender.
11. Authorized Signatory: All certificates and documents received as part of the offer shall be signed by the Authorized Representative (signing is not mandatory for technical manuals or documentation). The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the vendor shall be submitted when demanded by ITI.

12. ITI reserves the right to suspend or cancel the Eol process at any stage, to accept, or reject any, or all offers at any stage of the process and / or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever.
13. Cost of Eol: The bidders shall bear all costs associated with the preparation and submission of his response against this Eol, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI. ITI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Eol process.
14. The bidders shall be ready to give clarifications on any part of the offer to ITI.
15. Amendment of Eol: At any time prior to the last date for receipt of offers, ITI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidders, modify the Eol document by an amendment. In order to provide prospective Bidders reasonable time to take the amendment into account in preparing his offer, ITI may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for Eol.
16. Disclaimer: ITI and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI and/or any of its officers, employees.

The EOI may be sent in a sealed cover mentioning that **“SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED COMMAND AND CONTROL CENTER (ICCC) IN SURAT CITY”** Ref: **IOT/BDM/BGP/ICCC\_SMS/2019-20** Date: **06/09/2019** so it as to reach the following address on or before 12.30 PM on 18/09/2019.

Manager (IoT & Marketing),  
2<sup>nd</sup> Floor F-100, ITI Limited, Bangalore Plant,  
Dooravaninagar, Bangalore-560016.  
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Web: [www.itilttd-india.com](http://www.itilttd-india.com)  
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[meghana\\_bgp@itilttd.co.in](mailto:meghana_bgp@itilttd.co.in).



**Bidders Profile**

1.	Name and address of the company			
2.	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site)			
3.	Area of business			
4.	Annual Turnover Of r last 3 financial years (Rs in Cr)	2015-16	2016-17	2017-18
5.	IT / ITES / Telecom Turnover for last 3 financial years (Rs in Cr)	2015-16	2016-17	2017-18
6.	Date of Incorporation			
7.	GST number			
8.	PAN Number			
9.	CIN Number, if applicable			
10.	Number of technical manpower in company's rolls			

**Compliance Statement**

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

Note: Further Column can be added for complete compliance.

**PRE CONTRACT INTEGRITY PACT**

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

**Tender No.....**

THIS Integrity Pact is made on ..... day of ..... 20....

**BETWEEN:**

ITI Limited, ..... having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bangalore – 560016 and established under the Ministry of Communications & IT, Government of India (hereinafter called the Principal), which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman & Managing Director, Directories, 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 and 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 Stores/equipments/items). The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s)/Contractor(s).

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

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

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

**SECTION 1 – COMMITMENTS OF THE PRINCIPAL**

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the 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 Actor if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/Regulations.

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

2.1 The Bidder(S)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the 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 parties, 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 purpose 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 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 in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/Contractor(s) from the tender process.
- 3.2. If the Bidders(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 Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.
- 3.3. The Bidder(s)/Contractor(s) with its free consent and without any influence agrees and undertake to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.
- 3.4. A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.
- 3.5. The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/Contractor(s) shall be final and binding on the Bidder(s)/Contractor(s), however the Bidder(s)/Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.
- 3.6. On occurrence of any sanctions/disqualifications etc. arising out from violation of integrity pact Bidder(s)/Contractor(s) shall not entitled for any compensation on this account.
- 3.7. subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/Contractor(s) could be revoked by the Principal if the Bidder(s)/Contractor(s) can prove that he has

restored/recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

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

- 4.1. The Bidder(s)/Contract(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/transparency International (TI) approach or with any other Public Sector Enterprises/Undertaking in India of any Government Department in India that could justify his exclusion from the tender process.
- 4.2. If the Bidder(s)/Contract(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 disqualification the Bidder(s)/Contract(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 contact 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)/Contract(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)/Contract(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 bidder who do not sign this Integrity Pact or violate its provisions.

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

- 7.1. If the Principal receives any information of conduct of a Bidder(s)/Contractor(s) or sub-contractor/ sub-vendor/associates of the Bidder(s)/Contractor(s) which constitutes

corruption or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

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

- 8.1. The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what 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 Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.
- 8.4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.
- 8.5. The Monitor will submit a written report to the Chairman & Managing Director of the Principal within -----to----- weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.6. If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman & Managing Director of the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8.7. The word 'Monitor' would include both singular and plural.

## **SECTION 9 - FACILITATION OF INVESTIGATION**

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

## **SECTION 10 — LAW AND JURISDICTION**

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

## **SECTION 11 — PACT DURATION**

- 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)

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(Name & Designation)

(Name & Designation)

Witness

Witness

1) -----

1) -----

2) -----

2) -----