



ITI Limited
Corporate Marketing,
F-84, NSU Block,
Doorvani Nagar,
BANGALORE – 560016
CIN No: L32202KA1950GOI000640

NOTICE INVITING EOI FOR SELECTION OF PARTNERS

Ref: **CORP/MKTG/TE/MPLS/2019/05**

Date 05-04-2019

ITI is undertaking turnkey contracts for implementation of networking projects for various Government customers. Towards these business opportunities, ITI invites sealed Expressions of Interest (EOI) from eligible bidders (“OEMs / OEM authorized bidders”). This EOI is being issued with no financial commitment and the response to this EOI shall not be assumed as mandatory short listing of the partner for this project.

The partner should work with ITI for addressing the tender and implementing the project in the event of ITI winning the contract.

Due Date for Submission of EOI is 18-04-2019 at 12.30 PM

1	Technical Bid	
1(i)	Scope of Work	The scope of work is supply and commissioning of the ICT (Information and Communication Technology) infrastructure at 57 locations, implementation of organizational Portal, Mail, other applications, redevelopment & migration of existing online web based applications on turn-key and ownership basis along with 7 (seven) years operations and maintenance (O&M). The complete project scope, responsibilities and technical specifications will be shared on receipt of your willingness to support ITI for this tender
2(i)	Eligibility Criteria of Applicants	
	a	The bidder shall be a company having a Cumulative turnover of INR 60 crore during the last three years (i.e. 2015-16; 2016-17 and 2017-18).
	b	The bidder should have positive net worth for the last financial year (2017-18)

	C	The bidder should have an experience of having successfully completed similar work in the field of Information technology during last 5 years ending on last day of March, 2018 as follows : a) One similar work in the field of Information technology completed costing not less than Rs. 50 Crore. OR b) Two similar works in the field of Information Technology completed costing not less than Rs. 40 Crore each. OR c) Three similar work in the field of Information Technology completed costing not less than Rs. 30 Crore each. Similar work shall mean implementation of WAN (multiple locations) providing IT Systems & Applications
	d	The OEM/Vendor shall undertake to provide 01 year warranty and 06 years AMC for equipment supplied. Also undertake to support in terms of provision of spares, repair/replacement of faulty equipment and software patches and upgrades for a period of 7 years
	e	Undertaking to work with ITI on back-to-back terms as per customer's tender requirement
2(ii)	Checklist of documents/information to be submitted:	
	a.	Company Profile
	b.	The bidder shall be registered and incorporated in India under company's act 1956 for at least last 5 (five) years. and submit Certificate of Incorporation
	c.	Memorandum & Articles of Association
	d.	Audited financial statements for the last 3 years (i.e. 2015-16; 2016-17 and 2017-18).
	e.	Auditors Net worth certificate (2017-18).
	f.	PO / Client certificate in this regard shall be submitted for proof of experience as per clause c of 2(i)
	g.	Undertaking by the bidder shall be submitted as per clause d & e of 2(i)
	h.	Quality certificate
	i.	GST Registration Certificate or valid exemption certificate
	j.	Copy of PAN Card
	k.	CIN (Corporate Identity Number), if applicable
	l.	CS certified document that the bidder has not been blacklisted in India / ineligible to participate for bidding by any state /Central Govt. or PSU due to unsatisfactory performance, breach of general or specific instructions, corrupt / fraudulent or any other unethical business practices or barred from participating in government project due to security reasons for last 5 financial years.
	m.	Authorization letter in the company letterhead authorizing the person signing the bid for this EOI.
	n.	Undertaking in letter head as per Annexure I
	o.	Bidders Details as per Annexure II
	p.	Clause by clause compliance of EOI terms with references to supporting documents as per Annexure III
	q.	Pre-Contract Integrity Pact as per Annexure-IV

	r.	Brief technical literature of the offered equipment
2(iii)	General	Please provide compliance to the following clauses
	a.	For tenders involving ITI manufacturing products, ITI will provide the required quotes etc.
	b.	ITI reserves the right to undertake the supplies up to 50% of the order quantity.
	c.	ITI reserves the right to undertake services likes installation and commissioning activities, Annual Maintenance Contract (AMC) etc. up to 50%
	d.	ITI reserves the rights to split the balance orders (after taking out the ITI portion) in 70: 30% ratio between H1 and H2 (Highest margin bidders) for speeding up the work, provided H2 bidder matches H1 margins offered, and wherever technically feasible.
	e.	Margin to ITI would be payable on supply, I&C and AMC services undertaken by the selected agency for the project.
	f.	All activities like Proof of concept on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of agencies
	g.	The bidder should be willing to impart required training to ITI engineers for undertaking services & execution of project.
	h.	The bidder will be responsible for any short coming in the BOM and the same should be rectified free of cost.
	i.	The bidder should be willing to provide ToT for manufacture of offered products in ITI.
	j.	The bidder should be willing to sign an exclusive agreement with ITI for smooth execution of the project.
	k.	All commercial terms will be as per the RFP/PO.
	l.	Earnest Money Deposit (EMD) / Bid security, if applicable, required for submitting the bid will be borne by the selected agency.
	m.	Performance Bank Guarantee (PBG) will be shared among all the work executing agencies depending upon the ratio of order value
	n.	All CVC circulars/ Statutory guidelines as applicable needs to be followed.
II	Financial Bid	
	a.	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. (Please also refer note 9 & 10 below)

Note:

1. 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, "EOI for Selection of System Integrator to participate in tender for commissioning of secured MPLS based IP VPN communication network Ref: CORP/MKTG/TE/MPLS/2019/05 dated 05-04-2019 DON'T OPEN BEFORE 1.00 PM on 18-04-2019 " and to be submitted to Deputy General Manager – Defence & IT Marketing, ITI Limited, F-100, 1st Floor, Dooravaninagar, Bengaluru -560016 Ph : 080-25651874/94495 08858 and Email ID : tvbmm_crp@itilttd.co.in
2. If the bid is submitted by email with password protection for commercial offer, the hard copies in original have to be submitted within 7 days to consider your offer. Otherwise, the offer is liable to be rejected.
3. The BID will be rejected, if the margin is not offered and offered margin is not mentioned in a separate sealed cover.
4. Technical bids will be opened at 1.00 PM on 18-04-2019
5. Financial Bid opening will be done after the evaluation of Technical bid (Only for technically qualified bidders).
6. Bid should be valid for a period of 210 days from the date of opening of EOI response.
7. Conditional offers are liable for rejection.
8. The Bidders should give Clause by clause compliance (as per annexure III) of EOI with references to supporting documents; otherwise the offers are liable for rejection.
9. Payment to the successful bidder shall be made after deducting the offered margin and the statutory taxes payable to the Govt (Penalties if any levied by the customer will be passed on to the Successful bidder), only after the receipt of payment from the customer.
10. Margin offered should be firm throughout the contract irrespective of reason, what so ever, including the exchange rate fluctuation.
11. All the pages of the technical offer and the commercial offer shall be signed by an authorized person of the partner.
12. The vendor to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer. LD/ Penalties incurred on account of delay in supply, product failure during warranty if any and deficiency in Warranty and AMC services attributable to the partner shall be borne by the partner

13. The interested OEMs may like to discuss the customer tender related information, EOI Bidding Conditions, Bidding Process and clarifications, if any with the Deputy General Manager – Defence Marketing & IT and obtain the complete tender document from customer website.
14. Consortium bids are allowed.
15. Companies interested to associate with ITI Ltd for this project shall have specialization and experience in Supply, Installation and maintenance of Networking Equipment. The details of the projects executed by the company shall be given in the EOI response.
16. Late offer: Any offer received after the prescribed timeline shall be rejected and shall be returned unopened to the Companies.
17. Language of offers: The offers prepared by the Company and all the correspondences and documents relating to the offers exchanged by the companies shall be written in English language.
18. In the event that ITI is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the system integrator at latter's cost and expenditure.
19. **Cost of EOI:** The bidder shall bear all costs associated with the preparation and submission of his offer against this EOI, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI. ITI will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.
20. **Amendment of EOI:** At any time prior to the last date for receipt of offers, ITI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their offers, ITI may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for EOI.
21. **Disclaimer:** ITI and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI and/or any of its officers, employees.
22. **Accessibility of EOI Document:** Complete Eoi document with terms and conditions is provided in the following websites
 - (i) <http://www.itilt-d-india.com>
 - (ii) <http://tenders.gov.in>
 - (iii) <http://eprocure.gov.in>

Undertakings (To be in Bidder's Letter Head)

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

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

Annexure-II

Bidders Profile

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

Annexure-III

Compliance Statement

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

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 onday of2019

BETWEEN:

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

AND:

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

Preamble

WHEREAS the Principal intends to 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 prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign 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 Bidder(s) f Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

SECTION 3 – DISQUALIFICATION FROM 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 Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future tender/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the Bidder(s)/Contractor(s) and 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 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@)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however the Bidder(s)/Contractor(8) 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 (\$) / Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

SECTION 4 – PREVIOUS TRANSGRESSION

- 4.1 The Bidder(s)/ Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/ transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the tender process.
- 4.2 If the Bidder(s)/ 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 subcontractor(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 subcontractors/ 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)/CONTRACTORS

- 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.

Details of IEM appointed by IT1 are as under:.

Shri Venugopal K. Nair, IPS (Retd.), P-1, Waterford Appointment, Pandit Kuruppan Road, Thevara, KOCHI - 682 013

- 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.
- 12.3 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with interpretation thereof shall not be subject to any Arbitration.
- 12.4 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place date first done mentioned in the presence of the witnesses:

For PRINCIPAL

.....

Name Designation.

Witness:

1.

2.

For BIDDER(S)/CONTRACTOR(S)

.....

Name Designation.

1.

2.