

**Request for Expression of Interest (EoI)
For
Empanelment of Business Associate (BA)/Partner
For
BOOT Model Projects utilizing
Handheld Devices**

**Reference No: ECIL/SGSD/EoI/2017/001
Dated_14.02.2017**



**Electronics Corporation of India Limited
(A Government of India, Dept. of Atomic Energy Enterprise),
Hyderabad – 500062**

1. SCHEDULE OF EVENTS

EOI Reference Number	
EOI Document availability	Eol Document can be downloaded from the website www.ecil.co.in , www.tenders.gov.in
Date of EOI Document available on website.	14-02-2017
Last Date for submitting the queries	21-02-2017
Response to the queries	25-02-2017
Last Date & Time for Submission of Eol	28-02-2017, 1400 Hrs.
Date & Time for Opening of the EOI responses	28-02-2017, 1500 Hrs.
Eol Document fees	Rs. 10,000/- (Rupees Ten thousand), Demand Draft in favour of "Electronics Corporation of India Limited, Hyderabad" payable at Hyderabad.
Address for Communication	SM (Purchase), Smart Governance Solutions Division, Electronics Corporation of India Ltd. Nalanda Complex , ECIL Post, Hyderabad – 500 062 Contact Details: 040-2718 6265, Email ID: sgspdpurchase@ecil.co.in

2. INTRODUCTION

Electronics Corporation of India Limited (ECIL), A Central Public Sector Undertaking (PSU), fully owned by Government of India, was established in 1967 to create a strong indigenous base in Electronics Industry. Since then, it has played a pioneering role in spurring the growth of electronics industry in India. Over the years, ECIL has evolved into a multi product, multi disciplinary organization. The current focus is on increasing contributions to Atomic Energy, Space, IT, Defense Space, Electronic Security Applications, Communications & Networks, e-Governance Applications and Exports. The Company has experienced human resource pool of around 2000 Engineers / Technicians and the current turnover is around Rs.1500 Crores.

ECIL is an Electronics Equipment Manufacturer and also a solution provider for a number of prestigious projects for different Government departments. ECIL is having its Head Office & Manufacturing plant at Hyderabad, 6 Regional Maintenance Centers and 84 Service Centers across the Country for supply, Installation, Commissioning and Maintenance.

After introduction of National Food Security Act (NFSA), Govt. of India is working on computerization of Public Distribution System (PDS) for the objective of having transparency in the functioning of Fair Price Shops (FPS) and overall PDS value chain. Departments of Food & Civil Supplies (F&CS) of various State Governments/UTs are floating open tenders for supply, installation, maintenance of PoS devices along with support and warranty for 3 to 5 years for FPS Automation.

On the other hand, Union Government is in the process of implementing cashless transactions and financial inclusion of rural areas. This will require deployment of PoS devices in a huge quantity throughout the country.

Besides requirement of PoS devices, there is coming up the need of introducing biometric based mobile Tablet PCs. Implementation of Aadhaar Enabled Biometric Attendance Systems in various Government establishments, PSUs and Govt. schools, seeding of Aadhaar Number in various beneficiary databases, disbursement of government benefits through Aadhaar authentication are few applications where a large quantity of biometry enabled Tablet PCs will be required. Various Govt. organizations have already come up with tenders for procurement of Biometric Tablet PCs.

3. ECIL's ROLE

ECIL is currently involved in development of Point of Sale Terminal (PoS) and Biometric Tablet PC based solutions for the e-governance projects. ECIL has already deployed the PoS devices along with developed application software in some of the State/UTs on pilot basis and is maintaining the solution successfully.

ECIL designed the handheld devices for secure data handling and the applications are designed as per the requirement of various govt. projects. The devices are under the process of certifications.

Being a Public Sector Undertaking, ECIL is mainly involved in numerous Govt. projects and aiming towards engaging the above products to meet the vast requirement in various projects.

At the outset, most of the tenders for implementing various solutions, utilizing PoS devices and Biometric Tablet PCs, are coming up in Build-Own-Operate (BOO) model. In this model the selected System Integrator (SI) would procure/supply the devices, develop and customize the application, integrate the application with central server, install the devices with software at sites, impart training to the end users and Department personnel, maintain the operations at sites, setup helpdesk to address the device related issues and project management for a period of 3 to 5 years. The payment model is fixed monthly revenue from each site over a period of 3 to 5 years subject to Service Level Agreements.

To participate in above tenders, ECIL will supply certified devices and application software with required specification and security features. However, for investment and manpower deployment in such BOO Model projects, ECIL is in the process of selection of partner(s) after empanelment of interested and eligible parties through this EoI.

4. EXPRESSION OF INTEREST (EoI)

To participate in the RFPs, involving handheld devices like PoS and Biometric Tablets, floated by various Govt. departments / organizations in the BOO model, ECIL invites EXPRESSION OF INTEREST (EoI) for empanelment of eligible Companies/firms who are in the business of Information and Communication Technology (ICT). Empanelment will be done zone-wise for East, North, West and South zones of India. Zone-wise States & UTs are listed in ANNEXURE-D. Bidder is allowed to indicate choice for any number of zones by writing "YES" in the CHOICE column against the preferred zone(s). The Business Associate/ Partner(s) for participating in an RFP floated by any customer pertaining to a particular zone

would be selected through a limited tender floated among the parties empanelled for that zone through this EoI. The Business Associate/ Partner(s) will be responsible for investing in infrastructure, submit DD/Bank Guarantee towards EMD, Security Deposit and Performance Guarantee to the customer, supply of manpower for installation, support, maintenance and commercial activities and also responsible for all the contractual obligations on back-to-back basis. The Companies/firms interested to associate with ECIL, shall provide compliance to all the clauses of this EoI.

5. SCOPE OF WORK OF BUSINESS ASSOCIATE/PARTNER (S) SELECTED FROM EMPANELLED PARTIES

- a) The Business Associate/ Partner will be responsible for liaising with prospective customers for technical and commercial related issues and executing the Orders placed on ECIL to accomplish the tasks to the utmost satisfaction of the customers.
- b) Shall submit DD/Bank Guarantee as asked by the customer towards EMD, Security Deposit and Performance Guarantee.
- c) Shall invest in infrastructure by way of procuring the required hardware and software.
- d) Shall purchase the required hardware (handheld devices) from ECIL.
- e) Shall setup offices and helpdesks at sites.
- f) Shall provide manpower required for installation & commissioning, maintenance, support and training, and also for running the helpdesks.
- g) Shall send non-functioning devices to central point for repair.
- h) Shall enter into AMC at his own cost for maintenance of the devices beyond warranty period.
- i) Shall collect installation certificates and periodical performance certificates from users/customer.
- j) Shall submit periodical bills and follow up with customer for release of payments.
- k) The bidder should be ready to work on back-to-back payment terms and back-to-back LDs & SLAs and other conditions of the customer including establishment of infrastructure as per customer requirement.

- l) The Business Associate/ Partner shall not participate in any Tender/EoI on their own where ECIL is participating.

6. SECURITY DEPOSIT

On selection for empanelment, the party shall furnish security deposit of Rs. 5,00,000 (Rupees Five Lakh) in the form of Bank Guarantee from any Nationalized Bank or Scheduled Bank in favour of “Electronics Corporation of India Limited” and valid for a period of five years, at the time of signing the Agreement with ECIL.

7. NON-DISCLOSER AGREEMENT (NDA) & INTEGRITY PACT

Successful bidder/bidders shall have to sign NDA and Integrity pact with ECIL on non-judicial stamp paper of Rs. 200/- as per the format provided in Annexure-B & C.

8. MINIMUM ELIGIBILITY CRITERIA (MEC) (PRE-REQUISITES) FOR SELECTION PROCESS

- a) The Bidder shall be reputed registered Company/ firm in India, and should be operating in India for the last 3 years. The applicable Certificate of Incorporation and Certificate of Commencement of Business issued by Registrar of Companies shall be submitted.
- b) The Bidder shall submit their Profile with details of registered office, branch offices in India.
- c) The Bidder shall submit copies of certificates of Service Tax Registration, Sales Tax Registration and Income Tax Permanent Account No. (PAN).
- d) The authorization for signing the Bid document shall be indicated by a written power of attorney (in a legally valid Rs. 100/ stamp paper) duly notarized by the competent authority.
- e) The bidder should be a profit-making entity with a minimum annual turnover of Rs. 5 Crores each year in ICT related projects consistently for the past three financial years.
- f) The Bidder should have minimum 3 years experience in running the business in ICT related projects and also the experience of executing large turnkey project on ICT over multiple locations in India or overseas. Documentary proof in support of the same is to

be submitted.

- g) The bidder should have executed one order with value of minimum Rs. 5 crore or 2 orders with value of minimum Rs. 2.5 Crore each on ICT in the last 3 years. Copies of work orders along with completion certificates are to be submitted.
- h) The bidder should have at least 50 technically qualified personnel on its roll as on date.
- i) The bidder should have the ability to invest in the ICT Projects and incur the running expenditure for the Projects to the tune of Rs. 50 Crore.
- j) The Bidders should be an ISO 9001:2008 or higher certified Company.
- k) The bidder should not have been blacklisted, debarred or prosecuted by any Central/ State Government Organization/Agency/ PSU for corrupt, fraudulent or any other unethical business practices and a written declaration in the form of notarized Affidavit shall be submitted to this effect.
- l) The Bidder shall not have any litigation pending with any of the above category of organizations and written self declaration to that effect from the competent authority of the bidder's firm shall be submitted.
- m) An Undertaking shall be submitted by the Bidder on Rs.100/- Non Judicial Stamp Paper as per the Annexure-A.
- n) The Bidder has to submit signed copies of Non-Disclosure Agreement and Integrity pact on letterhead as per the format provided in Annexure-B & C.
- o) Bidder should submit a non-returnable Document fee of Rupees Ten thousand (non-refundable) in the form of Demand Draft in favor of "Electronics Corporation of India Limited, Hyderabad" payable at Hyderabad along with their offer.
- p) Documentary evidences for all the Minimum Eligibility Criteria are required to be submitted as part of the Minimum Eligibility Bid. Non-compliance with one or more of the requirements covered under MEC, will lead to summarily rejection of the bid.

9. GENERAL TERMS & CONDITIONS

- a) This EOI does not constitute and will not be deemed to constitute any commitment or confirmation on part of ECIL for any purchase/ work order to the bidder(s).

- b) Bidders shortlisted in the aforesaid EoI shall be required to sign an Agreement with ECIL on mutually accepted terms and conditions. The maximum validity of such Agreement shall be for 5 years which may be extended or curtailed at the sole discretion of ECIL and the performance of individual organization.
- c) The bidder shall bear all costs associated with the preparation and submission of its response to this EoI, including cost of Demo/Presentation for the purpose of clarification of the offer, if so desired by ECIL. ECIL will in no case be responsible for these costs.
- d) At any time prior to the last date for receipt of offers, ECIL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EoI document and all formats including annexure by issuing clarification(s) and/or amendment(s). In order to provide prospective bidders reasonable time to take the amendment into account in preparing their offers, ECIL may, at its sole discretion, extend the last date for receipt of offers and/or make other changes in the requirements set out in the invitation for EoI.
- e) While this EoI has been prepared in good faith, neither ECIL nor its employees make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute; rules or regulations as to the accuracy, reliability or completeness of this EoI, even if any loss or damage is caused by any act or omission on their part.
- f) ECIL reserves the right to cancel this EoI without assigning any reasons. ECIL will not be under any obligation to give clarifications for the same.
- g) Upon verification, evaluation / assessment, if in case any information furnished by the Bidder is found to be false/ incorrect, its bid will be rejected and no correspondence on the same shall be entertained.
- h) No post EoI clarification at the initiative of the bidder shall be entertained.
- i) Based on the previous experience, performance & capability, eligible bidders will be shortlisted for empanelment.
- j) Bidders who are willing to work with ECIL on non-exclusive basis and back to back terms and conditions may kindly send their EoI in line with the aforesaid requirements

latest by the date and time mentioned in the Schedule of Events. **Offers received after the prescribed timeline shall be rejected.**

10. Instruction to Bidders

- a) Interested Parties may submit their “Expression of Interest” (Eoi) in a sealed envelope superscribed as “EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT FOR EXECUTION OF PROJECTS ON HANDHELD DEVICES“ with Eoi reference number, bidder’s name and address. The Eoi document duly completed, numbered and signed on all pages by the authorized signatory should be addressed to:

**SM (Purchase), Smart Governance Solutions Division,
Electronics Corporation of India Ltd.**

Nalanda Complex

ECIL Post, Hyderabad –500 062

Contact Details: 040-2718 6265, Email ID: sgsdpurchase@ecil.co.in

- b) Any bid received at M/s. ECIL, Hyderabad, after the deadline for submission of bids prescribed by ECIL, will be rejected. ECIL assumes no responsibility of Bids delivered to any address other than mentioned delivery address. It will be the bidder’s responsibility to ensure that the bids are submitted at the correct delivery address and before the bid closing time.
- c) All the documents in support of the Minimum Eligibility Criteria as per **Clause 8** along with the demand draft towards document fee should accompany the Eoi.
- d) **ZONE-WISE SELECTION** : The Eoi is aimed to empanel vendors for various zones of India – 1. East, 2. North, 3. West and 4. South. Bidder is allowed to indicate choice for any number of zones in the list specified in ANNEXURE-D, by writing “YES” in the CHOICE column against the preferred zone(s). Bidder, if empanelled, will be considered during partner selection process for projects pertaining to only the states/UTs listed under the zone(s) of his choice.
- e) **Period of Validity** : Bids shall remain valid for 180 days after the due date of bid submission. ECIL shall reject a bid as non-responsive if the bid is submitted with a shorter validity period.

Check List

S.No.	Document Description	Enclosed
i)	Letter of Submission of EoI	Yes / No
ii)	EoI Proposal	Yes / No
iii)	Copy of Certificate of Incorporation and Certificate of Commencement of Business	Yes / No
iv)	Company profile of the bidder	Yes / No
v)	Copy of PAN Card/VAT/CST/Service Tax Registration Certificates	Yes / No
vi)	Letter of Authorization	Yes / No
vii)	Copy of Audited Balance Sheets and Profit & Loss statements for the last 3 Years (2013-14,14-15,15-16) duly certified by CA	Yes / No
viii)	Order copies of earlier ICT Related Projects executed	Yes / No
ix)	Documentary proof for execution of large turnkey project	Yes / No
x)	Completion certificate of at least two successful ICT Orders	Yes / No
xi)	Copy of Certificate of ISO9001:2008 or higher certificate	Yes / No
xii)	Not-Black listed – Self Certification on Notarized affidavit	Yes / No
xiii)	No litigation pending - self declaration	Yes / No
xiv)	Undertaking by the Bidder on Rs.100/- Non Judicial Stamp Paper as per the Annexure-A	Yes / No
xv)	Non-Disclosure Agreement and Integrity pact on Bidder's letterhead as per the format provided in Annexure-B & C	Yes / No
xvi)	Demand Draft of Rs.10,000/- towards document fee	Yes / No
xvii)	Choice of zone(s) : ANNEXURE-D	Yes / No

11. DISPUTE RESOLUTION

- i. Every effort shall be made to settle all the disputes or differences arising during the execution through mutual discussions
- ii. Unresolved disputes if any, arising out of or in connection with the agreement, that would be entered into by the successful bidders shall be referred to arbitration. The provisions of Arbitration & Conciliation Act 1996 shall apply. The Sole Arbitrator will be appointed by the Director (Personnel) of ECIL. The decision of Arbitrator shall be final and binding on both the parties. The parties shall not assail the arbitration award in any court of law.

- iii. The venue of Arbitration Proceedings shall be at Hyderabad.
- iv. Jurisdiction of Court: Courts in GHMC (Kapra Circle limits) Hyderabad, Telangana only shall have exclusive jurisdiction.

UNDERTAKING

(To be submitted with Technical Bid)

We, the undersigned, hereby give our unconditional acceptance to all the Clauses in section 9 of the EoI for proposal against EoI ref. No. ECIL/SGSD/EoI/2017/001.

We unconditionally agree that ECIL reserves all rights to evaluate the bids and the decision taken by ECIL is final and binding on us. We agree that ECIL reserves the right to cancel the EoI without assigning any reason.

Further we agree unconditionally that in the event of our deviation from EoI conditions during evaluation of the Bids, the Bid can be rejected without assigning any reasons and we will not lodge any claims on ECIL for any liabilities.

For Bidder's Firm

(Authorised Signatory with Name and Stamp)

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on..... day of.....2017 between ELECTRONICS CORPORATION OF INDIA LIMITED, a Government of India Enterprise, duly incorporated under Companies Act, 1956, having its registered office at ECIL Post, Hyderabad-500062, Telangana (India), (hereinafter referred to as “ECIL”), unless repugnant to the context and meaning thereof, mean and include its successors and permitted assigns, of the one part.

And

<Name of the Bidder>

company duly incorporated under, having its registered office at/firm (with details), (hereinafter called BIDDER), unless repugnant to the context and meaning thereof, mean and include its successors and permitted assigns, of the other part.

ECIL and BIDDER shall hereinafter collectively be referred to as “Parties”.

WHEREAS:

- (a) ECIL is an Electronics Equipment Manufacturer and also a solution provider for a number of prestigious projects for different Government departments. ECIL is having Head Office / manufacturing plant at Hyderabad, 6 Regional Maintenance Centers and 84 Service Centers round the Country for supporting Installation, Commissioning and Maintenance.

Whereas BIDDER approached ECIL for empanelling themselves with ECIL for partnering in BOO model projects utilizing ECIL's handheld devices as per the EoI published in ECIL's Web site / Govt. website.

- (b) Whereas ECIL intends to enter into a separate Agreement with the Successful BIDDER subsequently.
- (c) For the purpose of the Agreement, it may become desirable or necessary for the Parties to disclose to each other Confidential Information (as defined below).
- (d) To facilitate the above, the Parties have agreed to enter into this Non-Disclosure Agreement and be bound by the terms and conditions hereinafter set forth governing the disclosure, use and protection of the Confidential Information.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. "Confidential Information" shall mean all discussions, negotiations, information, written, oral, pictorial or in other tangible or machine readable form and is or which in the future may be identified by the disclosing Party as proprietary, confidential or secret and disclosed by it to the receiving Party. The disclosing Party shall clearly identify such Confidential Information when disclosing it to the receiving Party by marking or indicating it as "Confidential Information". The disclosing Party shall reduce to writing any Confidential Information that is disclosed orally and send it to the receiving Party within thirty (30) days of the oral disclosure. The receiving Party pending receipt of such written Confidential Information shall treat it as Confidential Information and subject to the terms of this Agreement.
2. The receiving Party of Confidential Information agrees and undertakes to the disclosing Party that at all times:
 - (a) It shall hold in trust and strictest confidence and keep strictly secret, the Confidential Information;
 - (b) It shall not use the Confidential Information for any purpose other than the purpose for which the Parties are exchanging the Information.
 - (c) It shall disclose the Confidential Information only to its employees having a need to know and solely for the purpose of the execution of the Agreement. It shall maintain a written Agreement with each of its employees to whom the Confidential Information is disclosed to keep strictly confidential and secret the Confidential Information received. The receiving Party acknowledges that the said written Agreement entered into between it and its employees would not discharge the receiving Party from its confidentiality obligations under this Agreement;
 - (d) It shall take all steps to prevent or abstain from being involved in any way in, any reproduction, duplication and/or copying of the Confidential Information, or in the development, supply, manufacture or sales of any products or solutions incorporating the Confidential Information, without the prior written consent of the disclosing Party;
 - (e) It shall keep and take all steps to ensure that, where it is required by the disclosing Party, all Confidential Information is, segregated at all times from the information of any third party, kept in secured storage area [or in areas having restricted access within the receiving Party's control] and not lost or disclosed or used by any unauthorized person(s);
 - (f) It shall surrender and return all or any of the Confidential Information and any notes, memoranda or the like, including any copies thereof incorporating the Confidential Information to the disclosing Party upon written request by the disclosing Party or upon

discontinuance or completion of the execution of the Agreement.

- (g) It shall not make or publish any news release or make any announcements or denial or confirmation in any medium concerning this Agreement going to be signed in any manner nor advertise or publish the same in any medium without the prior written consent of the disclosing Party; and
 - (h) It shall promptly notify the disclosing Party of any Confidential Information which has been lost or disclosed or used by any unauthorized person(s).
3. The receiving Party shall not be liable for disclosure or use of the Confidential Information in the event and to the extent that such Confidential Information:
- (a) is or becomes available to the public domain without breach of this Agreement by the receiving Party; or
 - (b) was already known to the receiving Party at the time of disclosure; or
 - (c) is disclosed with the written approval of the disclosing Party; or
 - (d) becomes known to the receiving Party from a third party without any breach of confidentiality by such third party and the receiving Party is free of any obligation or restrictions to maintain such information in confidence imposed by such third party; or
 - (e) is required to be disclosed pursuant to any court order or directive by governmental agencies provided that the receiving Party shall notify the disclosing Party in advance prior to disclosure.
4. The exchange of Confidential Information between the Parties does not constitute or imply any offer by one Party to the other to enter into any commitments whatsoever or any legally binding Agreement between the Parties. Nothing in this Agreement shall be construed as granting of any rights, by License or otherwise, to the Confidential Information of the disclosing Party or any rights to make commitments of any kind for and on behalf of the other Party.
5. If any provision of this Agreement is invalid or illegal, then such provision shall be automatically adjusted to conform to the requirements for validity or legality and as so adjusted, shall be deemed a provision of this Agreement as though originally included. If the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though the provision had never been included, in either case, the remaining provisions of this Agreement shall remain in full force and effect.
6. Any notice given hereunder shall be in writing and shall be hand delivered or sent by post or telefax to the address set out below and any notice shall be deemed to be given if hand delivered at the time of delivery, if sent by post at the date of mailing and if sent by telefax the date the machine confirmation of the transmission of the said telefax is received.

ECIL : Electronics Corporation of India Ltd
Address : SGSD-Purchase,
Smart Governance Solutions Division,
Nalanda Complex,
ECIL Post, Cherlapally,
Hyderabad- 500 062, Telangana, INDIA

Tel No. : +91 40-2718 6265
Fax Number : +91 40-2714 2095
Contact Person : SM, Purchase, SGSD
mail: sgspdpurchase@ecil.co.in

BIDDER :
Address :
Tel No. :
Fax Number :
Contact Person :

7. No addition to or modification of any provisions of this Agreement shall be binding upon the Parties unless made by a written instrument signed by the duly authorized representatives of both Parties.
8. This Agreement shall be governed by and construed in all respects according to the laws of the India and the Parties hereto agree to submit to the non-exclusive jurisdiction of the Courts of Greater Hyderabad Municipal Corporation, Kapra Circle, Hyderabad, Telangana, India.
9. Each Party shall be responsible for its own costs and expenses in the preparation, negotiation and execution of this Agreement.
10. No failure or delay by any Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other exercise thereof or the exercise of any other right, power or privilege hereunder.
11. No Party may assign or transfer its rights or obligations contained in this Agreement or any interest therein without the prior consent of the other Party.
12. This Agreement shall be effective from the date above written for a period of two (2) years.
13. **Validity:** The Confidentiality under this Agreement shall be valid forever throughout the life of the Persons/ Organizations, who are involved in the Process of execution of the activities under this Agreement. There is no termination for the validity of maintaining the Confidentiality related with the Products/ Projects being handled under this Agreement or the Purchase Orders, if any, released subsequent to the signing of this Agreement.

ANNEXURE – C

Integrity Pact

- 1.0 Whereas Electronics Corporation of India Limited (ECIL) having its Factory at ECIL Post, Cherlapally, Hyderabad, Telangana, India-500 062 acting through its NPR Division, represented by Asst. General Manager (Head, NPR Division) hereinafter referred to as the **Principal** and the first party, proposes to award Purchase Order/Works Contract forand **M/s.....**, represented by, Chief Executive Officer (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the **Bidder** and the second party, is willing to offer/ has offered the stores/services.
- 2.0 Whereas the Bidder is a private company/public company/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Principal is a Public Sector Undertaking under Government of India.

Objectives:

- 3.0 Now, therefore, the Principal and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
- 3.1 Enabling the Principal to obtain the desired product at a competitive price in accordance with the specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 3.2 Enabling bidder to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Principal will commit to prevent corruption in any form by their officials by following transparent procedures.

Commitments of the Principal:

4.0 The Principal commits itself to the following:

- 4.1 The Principal undertakes that no official of the Principal, 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, organization 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.
- 4.2 The Principal 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.

All the officials of the Principal will report to the Management any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of contract, demand, take a promise for or accept, for self or third person, any material benefit which the person is not legally entitled to.

- 5.0 In case any such preceding misconduct on the part of such official (s) is reported by the Bidder to the Principal, with full and verifiable facts and the same is prima facie found to be correct by the Principal, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Principal 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 Principal the proceedings under the contract would not be stalled.

Commitments of Bidder:

- 6.0 The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his 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 commits himself to the following:
- 6.1 The Bidder will not offer, directly or through intermediaries, any bribe, consideration, gift, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the principal, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 6.2 The Bidder further undertakes that he 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 Principal 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 Principal for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with respect to the Principal's Organization.
- 6.3 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.
- 6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 6.5 The Bidder confirms and declares to the Principal that it has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Principal, 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.

- 6.6 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 Principal 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.
- 6.7 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal 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.
- 6.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 6.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

7.0 Previous Transgression:

- 7.1 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 herein or with any Public Sector Enterprise in India or any Government Department in India, that could justify bidders' exclusion from the tender process.
- 7.2 If the Bidder 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.

8.0 Integrity Pact Bank Guarantee (IPBG)

- 8.1 Every Bidder, while submitting commercial bid, shall submit an Integrity Pact Bank Guarantee for an amount of #_____ in favour of the Principal in Indian Rupees only.

(i) Guarantee will be from an Indian Nationalized Bank / ICICI Bank Ltd/ axis Bank Ltd/ HDFC Bank Ltd, promising payment of the guaranteed sum to the principal, on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the principal shall be treated as conclusive proof for payment. A model Bank Guarantee format is enclosed.

The amount of Integrity Pact Bank Guarantee is Rs 5 Lakhs from 5 Cr. Up to 10 Cr., Rs. 10 Lakhs from 10 Cr. Up to 20 Cr., Rs. 20 Lakhs where the cost as estimated by principal is between Rs. 20 Cr. - Rs. 100 Cr., Rs. 1 Cr. for the cases between Rs. 100 Cr. – Rs. 300 Cr. and Rs. 3 Cr. if above Rs. 300 Cr.

- 8.2 The Integrity Pact Bank Guarantee (IPBG) shall be valid up to and including 45 days after the validity of commercial offer. However, Bidders will be required to extend the Integrity Pact Bank Guarantee, as and when required by the Principal. In the case of the successful Bidder, validity of the integrity Pact Bank Guarantee will be extended up to the satisfactory completion of the contract. Integrity Pact Bank Guarantee shall be returned promptly in case of unsuccessful Bidders.

- 8.3 In the case of successful Bidder a clause would also be incorporated in the Article pertaining to performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the principal to forfeit the same without assigning any reason for imposing Sanction for violation of this Pact.
- 8.4 The provisions regarding sanctions for violation in Integrity Pact include forfeiture of Performance Bond in case of decision by the Principal to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.
- 8.5 No interest shall be payable by the principal to the Bidder(s) on earnest Money/Security Deposit for the Period of its Currency.

9.0 Company Code of Conduct:

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

10.0 Sanctions for Violation:

- 10.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on the behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Principal to take all or any one of the following action, wherever required:
- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder and to impound any earnest money deposit, if made by the Bidder. However the proceedings with the other Bidder(s) would continue.
 - ii. The Earnest Money / Security Deposit shall stand forfeited either fully or partially, as decided by the Principal and the Principal shall not be required to assign any reason therefore.
 - iii. To immediately cancel the contract, if already signed without giving any compensation to the Bidder.
 - iv. To recover all sums already paid by the Principal, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due by the Principal to the Bidder in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - v. To en cash the bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Principal, along with interest.
 - vi. To cancel all or any other Contracts with the Bidder.

- vii. To debar the Bidder from entering into any bid from the Principal for a minimum period of five years, which may be further extended at the discretion of the Buyer.
 - viii. 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.
 - ix. If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the principal, or alternatively, if any close relative of an officer of the Principal has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Principal to rescind the contract without payment of any compensation to the Bidder.
 - x. The term 'close relative' for this purpose would mean spouse whether residing with the Principal's employee or not, but not include a spouse separated from the Principal's employee by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Principal's employee, but does not include a child or step child who is no longer in any way dependent upon the Principal's employee or of whose custody the Principal's employee has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Principal's employee or to the Principal's employee's wife or husband and wholly dependent upon Principal's employee.
 - xi. 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 Principal, and if he does so, the Principal shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the principal resulting from such rescission and the Principal shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
 - xii. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Principal with the Bidder, the same shall not be opened.
- 10.2 The decision of the Principal or his nominee to the effect that the Bidder has committed breach of the provisions of this Integrity Pact shall be final and binding on the Bidder, however the Bidder can approach monitor (s) appointed for the purpose of this Pact as per Clause 10 of Pact agreement.

11.0 Fall clause:

The Bidder undertakes that he has not supplied/is not supplying the similar services at a price lower than that offered in the present bid in respect of any other Public Sector undertakings and if it is found at any stage that the similar services was offered by the Bidder to any other Public Sector undertakings at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the principal, if the contract has already been concluded.

12.0 Independent External Monitor (s):

- 12.1 The Principal can appoint Independent External Monitor for this Pact if required in consultation with Central Vigilance Commission. The task of the Monitor is to review

independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He will convey his observations to the Chairman & Managing Director of ECIL.

- 12.2 The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of the Principal 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 same is applicable to Subcontractors. The Monitor is under obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality.
- 12.3 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.
- 12.4 The Principal reserves the right to refer a particular case to any other approved Independent External Monitor(s) as and when felt necessary. In such an event, the IEM nominated as per Para 12.1 shall examine the case jointly with those whom the case is referred to as per this Para.

13.0 Examination of Books of Accounts:

In case of any allegation of violation of any provisions of this Integrity Pact to the satisfaction of the Principal, the Principal or its agencies shall be entitled to examine / investigate the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose such examination / investigation.

14.0 Law and Place of Jurisdiction:

This Pact is subject to Indian Law. The place of performance and Jurisdiction is the Registered Office of the Principal at Hyderabad.

15.0 Other Legal Actions:

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.

16.0 Validity:

- 16.1 The validity of this Integrity Pact shall be from date of its signing and extend till the complete execution of the contract to the satisfaction of both the Bidder and the principal.
- 16.2 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.

17.0 The Parties hereby sign this Integrity Pact at _____ on _____

ECIL

BIDDER

In-charge

Chief Executive Officer

SGS Division

Electronics Corporation of India Ltd

Witness

Witness

1 _____

1 _____

2 _____

2 _____

Format of Integrity Pact Bank Guarantee (IPBG)

In consideration of M/s _____ having its registered office at _____ (herein after called the Principal), on the first part and M/s. _____ of _____ (hereinafter referred to as Bidder) on the second part, having agreed to accept a sum of Rs _____ (Rupees _____) in the form of Bank Guarantee towards Integrity Pact for the request for proposal for procurement of _____ we _____ (Name of The Bank), (hereinafter referred to as the Bank), do hereby undertaken to pay to the Principal on demand within 3 (three) working days without any demur and without seeking any reasons whatsoever, an amount not exceeding _____ (Rupees _____) and the guarantee will remain valid up to and including 45 days after the validity of the commercial offer i.e., _____ (date). The Integrity Pact Bank Guarantee shall be extended from time to time as required by the Principal.

We undertake not to revoke this guarantee during this period except with the previous consent of the Principal in writing and we further agree that our liability under the Guarantee shall not be discharged by any variation in the term of the commercial offer.

No interest shall be payable by the principal to the Bidder(s) on the guarantee for the period of its currency.

Dated this _____ day of _____ 2017

For the bank of _____

(Agent/Manager)

For Bidder's firm

(Authorized Signatory with name and stamp)

ZONE-WISE STATES / UTs OF INDIA

Sl. No.	ZONE	STATES/UTs	CHOICE (WRITE “YES”)
1	EAST ZONE	Andaman & Nicobar Island (UT) Arunachal Pradesh Assam Bihar Jharkhand Manipur Meghalaya Mizoram Nagaland Odisha Sikkim Tripura West Bengal	
2	NORTH ZONE	Chandigarh (UT) Chhattisgarh Delhi Haryana Himachal Pradesh Jammu & Kashmir Madhya Pradesh Punjab Rajasthan Uttar Pradesh Uttaranchal	
3	WEST ZONE	Dadra & Nagarhaveli (UT) Daman & Diu (UT) Goa Gujarat Maharashtra	
4	SOUTH ZONE	Andhra Pradesh Karnataka Kerala Lakshadweep (UT) Pondicherry (UT) Tamil Nadu Telangana	