

**REQUEST FOR EXPRESSION OF INTEREST (EoI)
FOR
DEVELOPMENT OF POINT OF SALE TERMINAL (PoS)**

27th JUNE 2015

Reference No: ECIL/CD/NPR/PUR/39-5618/J/POS

Request for Expression of Interest (EOI)
for
Development of Point of Sale (PoS) Terminal

REF: **ECIL/CD/NPR/PUR/39-5618/J/POS**

DATED: 27-06-2015

1. PREAMBLE

ECIL:

ECIL, A Central Public Sector Undertaking (PSU), fully owned by Government of India, 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 3000 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 Head Office & Manufacturing plant at Hyderabad, 6 Regional Maintenance Centers and 84 Service Centers across the Country for supply, Installation, Commissioning and Maintenance.

ECIL is currently involved with the development of Point of Sale Terminal based solutions in the e-governance projects. It is envisaged that approximately 10,000 units of such device are required to be deployed in various pilot projects and rollout within an year, and after successful pilots, the volume will be in the range of 2 to 3 Lack devices. ECIL seek technology partners with domain expertise, amongst Indian companies with indigenous products in the field of design, development and production of Point of Sale (PoS) Terminals.

2.EXPRESSION OF INTEREST (EOI):

ECIL invites EXPRESSION OF INTEREST (EOI) from Organizations/Firms/Companies/OEMs for the development of Point of Sale (PoS) Terminal as per the specifications given by ECIL. The development activities include Design, Development, Testing, Production, software development with continued upgrades and maintenance during the life cycle of the Product. The current EOI is invited to select Companies/OEMs amongst individual Indian companies which possess domain expertise, design, development, testing and production capabilities. Companies/OEMs are required to develop the product as per the specifications given in the **section 2.2 on No Cost No Commitment (NCNC) basis** and submit two sample prototype devices (returnable). ECIL will evaluate the bidders' capabilities as well as the samples submitted by the bidders. The selected bidder/bidders will be chosen as partners for supply of 10,000 Nos. of the devices to ECIL in the first phase which may be enhanced further.

2.1 Organizations/Firms/Companies/OEMs interested to associate with ECIL for the development of above mentioned product shall have specialization and experience on each of the following areas:-

- a) Experience in design, development of mobile devices and systems.
- b) Should have design tools and necessary infrastructure.
- c) Should have well established assembly, production and testing facilities.
- d) Experience in design and development of multi layer PCBs.
- e) Experience in successful design and development of devices with BGA components.
- f) Capability and competence to work with mechanical design modeling, RPT, mould design.
- g) Experience in obtaining Product quality, EMI/EMC, environmental test certifications.
- h) Experience in development of device drivers, OS build, Kernel & OS debugging.
- i) Experience in Porting of Embedded Linux, Android on various embedded hardware platforms.

2.2 The Product shall meet & comply with the following specifications

Sl. No.	Description	Specifications	Remarks
1	Processor	1 GHz or higher Processor (Processor should be capable enough of performing fingerprint authentication with AUA/ASA/UIDAI servers)	
2	OS	Secure OS having inbuilt web browser supporting HTML5 , CSS3, Java Scripts	
3	Memory	512MB or Higher RAM and 1GB Flash or higher memory	
4	Expansion slot	Micro SD Slot to support SD card with minimum 4 GB high speed SD card. Slot should be able to Support up to 8 GB	
5	Communication	Should support GSM Network with GPRS, Wi-Fi, Ethernet, PSTN (Integrated ports).	
6	Interface	USB 2.0 or higher (full speed), the USB port should support device battery charging through any other USB charging source. Additional RS-232 port may be optional	
7	Display	3.5 inch or higher color TFT Display supporting QVGA (320 x240) or better resolution and 64K or higher colors.	
8	Key Pad	Hard QWERTY keypad (Optional)	
9	Battery	Swappable & Dry/Rechargeable 2600mAh or higher, Li-ion or Li Polymer battery capable of providing minimum 8 hours of operation while all function of device active.	
10	Power Adaptor	Power Adaptor with surge protection and operating range 100 to 240V, 50Hz AC input.	
11	SIM & SAM slot	One or more GSM SIM slot and dual SAM slots for software up-gradation in device.	
12	Printer	2" or higher Thermal/Non-Thermal Printer	
13	Audio	Good quality Speaker with 1W or higher output. (Optional)	
14	Finger Print Scanner	STQC certified Finger Print Module	
15	Smartcard (contact type)	1 or 2 Number Smart Card Reader & Writer (ISO7816 compliant) (Optional)	
16	Status Indications	Status indicator provides ease of use, Indicators for connectivity (presence/absence), signal strength, battery status etc.,	

17	Other Accessories	Durable Carry Case and user manual etc.,	
18	SDK	Appropriate SDK need to be provided along with the devices	
19	Terminal Management	Device should be remotely manageable in secured mode	
20	Environment, Health & Safety Durability, Humidity, EMI/EMC Compliance	As per STQC guidelines	
21	Add-On Antenna	May be provisioned for the POS devices which will be used in remote locations and hilly areas for better signal reception and seamless transactions	
22	Ruggedness	The product should pass vibration test, shock & drop test and withstand temperature range of 0° to 50° C during operation	
23	Toughness	The product should sustain rough handling at the remote/ hilly place	

- The POS device, Single finger print scanner and Printer should be integrated in rugged casing. The casing should be made of inflexible, solid material and can be of polycarbonate/thick plastic / acrylic / other tough material.
- Bidder will have to supply items as per the specification as an OEM product of ECIL. ECIL logo should be embossed on enclosure as well as in the BIOS.

2.3 The Companies/OEMs interested to associate with ECIL for the development of the Point of Sale (PoS) Terminal shall provide compliance to all the clauses of this EOI.

3. Eligibility Criteria for Bidders

1. Organizations/Firms/Companies/OEMs having products/ solutions, and willingness to meet the EOI requirement and collaboration with ECIL on long term basis.
2. Bidder shall be reputed 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 or any other Government Agency shall be submitted.
3. The Bidder should have minimum 3 years experience in product design, development, production and supply of mobile electronic devices.
4. The Bidder shall submit copies of certification of Central Excise & Service Tax Registration, Sales Tax Registration and Income Tax Permanent Account No. (PAN).
5. Bidder should have manufacturing setup along with testing facility.
6. Bidder should have supplied electronic devices of order value of minimum Rs. 10 Crore in the last 3 years.
7. The Bidder shall submit their Profile with details of registration office, branch offices in India.

8. 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.
9. Bidder shall not have any litigation pending with any of the above given organizations and written self declaration to that effect from the competent authority of the bidder's firm shall be submitted.
10. Bidder should submit sample of their existing model of PoS device along with the bid on returnable basis.
11. Bidder has to provide the capability matrix as per Annexure-A.
12. Bidder has to submit signed copies of Non-Disclosure Agreement and Integrity pact on letterhead as per the format provided in Annexure-C & D
13. The power or authorization, as a proof of the ability of the signatory to bind the bidder organization shall be submitted with the bid.
14. An Undertaking shall be submitted by the Bidder on Rs.100/- Non Judicial Stamp Paper as per the Annexure-B

4. NON DISCLOSURE AGREEMENT (NDA) & INTEGRITY PACT:

Successful bidder/bidders shall have to sign NDA and Integrity pact with ECIL on non-judicial stamp paper of Rs. 100/- as per the format provided in Annexure-C & D

5. EVALUATION CRITERIA:

- a. Bidder has to meet all the eligibility criteria listed in Section 3 above.
- b. The competence in design and development of the product would be evaluated.
- c. Capability demonstration in the core areas of technologies on NCNC basis.
- d. The shortlisted bidders must make a technical presentation to the evaluation team.
- e. The bids would be subject to disqualification if false statements or incorrect or misleading claims are made in their response to this EOI.

6. TERMS AND CONDITIONS:

6.1 Authorized Signatory: All certificates and documents along with the compliance to the EOI clauses received as part of the offer shall be signed by the duly Authorized Representative through notarized Power of Attorney/Board resolution with common seal of the organization.

6.2 Cost of Eoi: The Bidder shall bear all costs associated with the preparation and submission of offer against this Eoi, including cost of presentation for the purposes of clarification of the offer.

6.3 Amendment of Eoi: 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 Eol document by an amendment. In order to provide prospective bidders reasonable time to take the amendment into account in preparing the offer, ECIL may, at its 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.

6.4 Accessibility of EOI Document: Complete Eol document with terms and conditions is provided in the following websites:

- <http://www.ecil.co.in>
- <http://www.tenders.gov.in>

Interested bidder Organizations/Firms/Companies/OEMs are requested to send their proposals in sealed envelope super-scribing the envelope as “Expression of Interest (Eol) for selection of partners for the development of Point of Sale (PoS) Terminal” on or before 17-07-2015 to the address provided.

In case the offer is submitted as soft copy, the same can be sent through E-mail in a file with password protection and the password shall be sent to us separately after our request only. Also, one set of hard copy shall be sent within 7 days from the Eol due date.

6.5 General Conditions

- a) All the terms & conditions of the “ECIL customer’s EOI” have to be complied in back to back basis in totality.
- b) The short listed Bidders shall give a Technical Presentation and demonstration of their product for technical evaluation at ECIL at their own cost.
- c) ECIL shall have the right to accept / reject any/ all of the EOIs without assigning any reason, at its own discretion.
- d) ECIL shall have the right to cancel/ re-float/extend the due date of the EOI at its discretion.
- e) Based on the recommendation of the Technical Evaluation Committee, the successful bidder/bidders will be selected for EOI partner.
- f) No payment will be made for participating in Eol presentation, demonstration, visit, sample submission for evaluation, expenditure made on design and development of samples etc.
- g) MoU/Agreement will be signed with successful bidder /bidders for supply of estimated 10,000 units of product as per specification on NCNC basis.
- h) Indicative commercial offer slab wise (1-500, 501-1000, 1001-5000, 5001-10,000 Numbers) with terms & conditions may be submitted with this Eol in a separate sealed envelope superscribing the Eol reference.
- i) Indicative commercial offer will be opened for the technically qualified bidder/bidders only. However, firm price will be taken from successful bidder / bidders before processing MoU/Agreement.

7. Documentation/information to be submitted as part of response to EOI.

Two part bid containing – i) Technical document of Eoi and ii) Indicative price with terms & conditions. Both the Technical and Commercial offer should be sealed in separate envelopes superscribing the Eoi references mentioning “Technical offer” / “Commercial offer” as the case may be. Both the envelopes are to be sealed in an outer envelop superscribing the Eoi reference.

7.1 Technical offer should contain following documents

- a) Comprehensive details of registration/ Incorporation of the company.
- b) The complete address of the registered office of the company.
- c) Following Documents for the last three Consecutive Years:-
 - I. Annual Return with attachments
 - II. Balance Sheet with attachments
 - III. Profit and Loss Account with attachments
- d) The area(s) of specialization (from the list mentioned in section 2.1 above) in the form of documentary evidences/Brochures etc.
- e) Technical Details of the above said areas of specialization indicating capability and experience in the form of a capability matrix as per Annexure-A.
- f) Acceptance of all Terms and Conditions given in this Eoi.
- g) Technical design details of the existing product submitted as sample along with the Eoi.
- h) Technical compliance as specified in section 2.2
- i) Copy of ISO certificates/CMMi certificates, if any.

7.2 Commercial offer

Indicative price of the product along with terms & conditions as mentioned in 6.5 (h).

8. Time Schedule of various Bid related events:

Reference No.	ECIL/CD/NPR/PUR/39-5618/J/PoS
Bid issue date	27-06-2015
Last date for receiving queries	03-07-2015
Replies to queries will be published on	08-07-2015
Due date and time for submission of Bids	17-07-2015 up to 14.00 hrs.
Opening of Technical Bid	17-07-2015 at 14.30 hrs.

9. CONTACT ADDRESS:

Interested Parties may please submit their response to the EOI to the following address.

Deputy General Manager, NPR-Purchase
RCD Building, Components Division
Electronics Corporation Of India Limited.
ECIL Post, Cherlapally,
Hyderabad – 500062
TELANGANA, INDIA
Phone: +91 40 27122569/27182248/6393
Fax: +91 40-27120288/0495
Mail: nprpurchase@ecil.co.in.

10. DISCLAIMER:

The contents of the file are confidential and intended for the use of the individual or entity to which they are meant for. Any unauthorized copying or distribution is strictly prohibited. If you receive this transmission by error, please notify the sender by email address and then destroy the message. Opinions, conclusions and other information in this file that do not relate to official business of ECIL shall be understood to be neither given nor endorsed by ECIL.

Whilst ECIL takes steps to prevent the transmission of viruses along with the files, we cannot guarantee that any file is free from computer viruses and you are strongly advised to undertake your own antivirus precautions.

11. Validity

Period of Validity of offers: The offer shall remain valid for a period of one year from the due date of offer submission. Offers valid for a shorter period shall be rejected.

12. Late offer: Any offer received after the prescribed timeline shall be rejected.

13. Payment condition: Any amount payable to the successful bidder on account of supply of developed devices, will be made on back to back basis as per the terms & conditions of end-customer.

Capability Matrix: Summary of Expertise

- a. Design & Development Experience.
 - i. No. of Total Products developed
 - ii. No. of products developed in the area of mobile devices
- b. No. of Patents acquired
- c. Manpower strength
 - i. No. of persons in Hardware Design & Development
 - ii. No. of persons in System Software Design & Development
 - iii. No. of persons in Testing
 - iv. No. of persons in Production
- d. Infrastructure for Design & Development
 - i. Hardware tools
 - ii. Software tools
- e. Infrastructure for Testing
 - i. Hardware testing tools
 - ii. Software testing tools
- f. Manufacturing facilities
- g. Production Capacity
- h. Certifications
 - i. ISO
 - ii. CMMi level

UNDERTAKING
(To be submitted with Technical Bid)

We, the under signed, hereby give our unconditional acceptance to the Clause No. 3.12 of the EoI for proposal against EoI ref. No. ECIL/CD/NPR/PUR/39-5618/J/POS Dt. 27-06-2015

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 reserve the right to cancel the EoI.

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.....2015 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-500 062. A.P. (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 taking up the development of "Point of Sale Terminal (PoS)" on NCNC basis as per the EOI published in ECIL's Web site / Govt. website.

- (b) Whereas ECIL intends to enter into a separate Agreement/MoU with the Successful BIDDER / BIDDERS subsequently.
- (c) For the purpose of the Agreement/MoU, 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 be 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 procure 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 or the Agreement (s) 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 : NPR-Purchase
RCD Building, Components Division,
ECIL Post, Cherlapally,
Hyderabad- 500 062, Telangana, INDIA

Tel No. : +91 40-2718 2248

Fax Number : +91 40-27120288 / 0495

Contact Person : DGM, Purchase, NPR

mail: nprpurchase@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, Andhra Pradesh, 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.

Integrity Pact

- 1.0 Whereas 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 for
-and
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 encash 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 systems or subsystems 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 system or subsystem was supplied 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
Addl. General Manager / Head
NPR Division
Electronics Corporation of India Ltd

BIDDER
Chief Executive Officer

Witness
1-----

Witness
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 _____ 2015

For the bank of _____

(Agent/Manager)

For Bidder's firm

(Authorized Signatory with name and stamp)