



ANNEXURE C3
WARRANTEE CERTIFICATE

(To be furnished with Techno-Commercial bid)

To
General Manager
Instruments & Systems Group
Electronics Corporation of India Limited
Hyderabad – 500 062
INDIA

Ref: Your Tender No. _____ Dtd _____

We guarantee that the VAIP solution to be supplied under this Tender shall be free from all encumbrances, defects and faults in software, workmanship and manufacturing and shall be of the highest grade and quality and consistent with the established and generally accepted standards for equipments/ materials of the type ordered and shall be in full conformity with the specifications, drawings or samples, if any, and shall operate properly. We shall be fully responsible for performance of the equipment/materials till a period of 36 **months** from the date of acceptance by the Purchaser.

The obligations under the guarantee expressed above shall include all costs relating to labor, repair, maintenance (preventive and un scheduled), and transport charges from site to manufacturers' works and back and for repair /adjustment or replacement at site of any part or whole of the equipment/ material which under normal care and proper use and maintenance proves defective in design, material or workmanship or fails to operate effectively and efficiently or conform to the specifications and for which notice is promptly given to us by the Purchaser.

We hereby further undertake to adhere and comply with all the conditions of the purchase order, governing the warranty obligation.

SIGNATURE, DATE & SEAL OF BIDDER

DATE: _____

ANNEXURE C-4**PERFORMANCE CUM WARRANTY GUARANTEE**

This Deed of Guarantee is made this _____ day of _____ (month), _____ (year), between _____ (Name of the Bank with address), (hereinafter called the "Guarantor", which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the One Part

and

Electronics Corporation of India Limited, a Government of India Enterprise, a Company incorporated under the Companies Act, 1956, having its Registered Office at ECIL (P.O), Hyderabad – 500 062, (hereinafter called the 'Company' which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the Other Part.

Whereas the Company expressed its intent to award purchase order vide The Company's Tender Acceptance No. _____ dtd _____ and the Contractor having accepted the same and the consequent Purchase Order with terms and conditions therein, and the Tender Acceptance referred above together with the Purchase Order shall hereinafter referred to as the "Purchase Order") to M/s _____ (name and address) (hereinafter referred to as the "Contractor") for supply, technical support and warranty support of Software at site, Delhi.

And whereas the Purchase Order, inter-alia, provides that the Contractor shall furnish to the Company a Performance Bank Guarantee for a sum of Rs. _____ (Rupees _____ only) for due and faithful performance of the said Purchase Order in the form and manner specified in the said purchase order.

And whereas the Contractor has approached the Guarantor and in consideration of the arrangement arrived at between the Contractor and the Guarantor, the Guarantor has agreed to give Guarantee as hereinafter mentioned in favour of the Company.

Now this Deed witnesses as follows:

1. The Guarantor do hereby guarantee to the Company the due and faithful performance, observance and execution of the Purchase Order including the terms and conditions therein, by the Contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs. _____ (Rupees _____) when claim is made by the Company on them for any loss, delay, damage, costs, charges and expenses caused to or suffered by the Company by reason of the Contractor making any default or violating the Purchase Order terms.

2. The decision of the Company whether any default has occurred or has been committed by the Contractor in the performance, observance, discharge, execution of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the Purchase Order and/or as to the extent of losses, damage costs, charges and expenses caused to or suffered by the Company by reason of the Contractor making any default in the

performance, observance and discharge of any of the terms, conditions, stipulations and undertakings or any one of them shall be conclusive and binding on the Guarantor, irrespective of the fact whether the Contractor admits or denies the faults or questions the correctness of any demand made by the Company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

3. The Company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee from time to time to vary any of the terms and conditions of the Purchase Order or extend time of performance by the Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the said terms and conditions governing the said Purchase Order and the Guarantor shall not be released from its liability under these presents and the liability of the Guarantor here under shall remain in full force and effect notwithstanding any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties, would, but for this provision have the effect of so releasing the Guarantor from its liability under this Guarantee.

4. The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the Purchase Order and its claims satisfied and discharged and till the Company certifies that the terms and conditions of the Purchase Order have been fully and properly carried out by the Contractor and accordingly discharges this Guarantee subject to, however, that the Company shall have no claim under this Guarantee after _____ (42 months from the date of issue of Bank Guarantee), unless a notice of the claim under this Guarantee has been served on the Guarantor on or before _____ (42 months + additional claim period of 30 days for lodging the claim). The company is entitled to lodge its claim up to _____ for any non performances, defaults, damages etc occurred during the validity period of this Bank Guarantee, i.e. 42 months from the date herein.

5. The Guarantor undertakes not to revoke this Guarantee during this period it is in force except with the previous consent of the Company in writing, and agree that any liquidation or winding up or dissolution or any change in the constitution of the Contractor or the Guarantor, shall not discharge the Guarantor's liability hereunder.

6. It shall not be necessary for the Company to proceed against the Contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security, which the Company may have obtained or obtain from the Contractor shall, at the time when the proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

7. The Guarantor hereby declares that it has power to execute this Guarantee under its Memorandum and Articles of Association and the executant has full powers to do so on its behalf and the Power of Attorney, granted to him/her by the proper authority of the Guarantor.



8. This Guarantee is valid till _____ (42 months from the date herein) and the Company is entitled to lodge its claim on the Guarantor on or before _____ (42 months plus 30 days). The Guarantor hereby undertakes to honor the said invocation without demur.

In witness whereof _____ (Bank name and address) have here unto set and subscribed the hand the day, month and year first above written.

Witness:

Signed for and on behalf of the Bank (Guarantor)

- 1.
- 2.

ANNEXURE C-5
EMD BANK GUARANTEE

**(To be submitted on non-judicial stamp paper of Rs.100 from a
Nationalized or Scheduled Bank only)**

WHEREAS M/s _____ (Name and address of the Bidder) intends to submit a Bid, hereinafter called 'The Bidder', to M/s Electronics Corporation of India Limited, Hyderabad, hereinafter called 'The Company', against the Tender by The Company vide reference No. _____ dated _____ (Tender no. & date) for Supply, functional equipment as specified in the said Tender.

Now, by this Guarantee, we, the undersigned on behalf of _____ (name of the Bank) whose registered office is at _____ (address of the Bank) bind our-selves unconditionally and irrevocably for payment to The Company, of the sum of Rs. _____ (Rupees _____) as Earnest Money Deposit to indemnify The Company in case of default by The Bidder. The conditions of the above obligations are such that if M/s _____ (name of the Bidder) shall not keep their Bid being submitted to The Company as set forth in the in the said Tender as valid and unaltered until 90days from the due date of the Tender i.e. up to _____ and/or refused to accept the Tender Acceptance of the Company as set forth in the Tender and in accordance with the terms of the Tender and as modified with mutual understanding subsequently or after having accepted the Tender Acceptance does not comply by furnishing the required compliances as communicated in the intent by the Company to award purchase order, then this obligation remains in full force and effect, otherwise to be null and void.

In case, this obligation is effective, we, _____ (Name of the Bank) undertake to pay to the Company any amount up to the above indicated sum, upon a mere written request, without any demur or protest and without reference to M/s _____ (name of the Bidder) within 3 days from the date of such request/demand in any manner in which The Company may direct and also without the necessity of instituting and proceeding whether judicial or otherwise, at any time upon the Bidder committing any one or more of the following:

- a) withdraws the Bid during the validity period or any extension when sought and if granted thereof, or,
- b) if the Bidder varies or modifies the Bid in a manner not conforming to Tender Conditions which are not acceptable to the Company during the validity period of the Bid or any extension of the validity duly agreed to by the Bidder, or,
- c) If the Bidder whose offer has been accepted fails to furnish Performance Cum Warranty Guarantee within ten days of the Company's notification of Tender Acceptance/its intent to award of purchase order/contract or by the date mutually agreed to, whichever is later.

We, _____ (name of the Bank), agree that our liability to pay is not dependant on conditions on your proceeding against the Bidder and we shall be liable to pay an amount not exceeding the aforesaid amount as and when merely demanded by you or claim being raised by you and even before any legal proceedings are taken against the Bidder.

We, _____ (name of the Bank) undertake not to revoke this Guarantee during its currency except with the previous written consent of The Company. The Guarantee herein shall not be revocable by notice or by reasons of dissolution or winding up of the business of the Bidder or the Guarantor or any change in the constitution or composition of the Bidder or Guarantor.



This Guarantee shall remain valid in case the Bid is accepted, until furnishing of Performance Cum Warranty Guarantee by the Bidder in the manner specified by the Company and in any case until _____ (90 days from the due date+30 days = 120 days from the due date for submission of the bid) i.e. the Company is entitled to lodge the claim under this Guarantee up to _____. (120 days from the date of due date for submission of the bid).

We, _____ (name of the Bank) have power to issue this Guarantee in your favour under Memorandum and Articles of Association and the undersigned has full powers to do so under the Power of Attorney granted by the Bank. After the here above mentioned date, the Guarantee shall lapse automatically without necessity to be returned to the Bank.

Signature of the person duly authorized to sign on behalf of the Bank, with Seal of the Bank, Date:

Witness:

- 1.
- 2.

ANNEXURE C6 INTEGRITY PACT

1. Preamble

Whereas Electronics Corporation of India Limited (ECIL), a Government of India (GoI) Enterprise, represented by the Head of the Group/Division, hereinafter referred to as the Buyer, proposes to procure _____ (Name of the Equipment/Services) (hereinafter referred to as Stores), and M/s _____ represented by _____ (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assigns), hereinafter referred to as the Bidder (includes Entrepreneur, Supplier, Vendor/Contractor), is willing to offer/has offered the Stores.

Whereas the Bidder is a private company/ public company/ Government undertaking / partnership firm / registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a Central Public Sector Enterprise (CPSE) under the administrative control of the Department of Atomic Energy, Government of India (GoI).

Whereas the Buyer values full compliance with all the relevant laws and regulations and the principles of economical use of resources, and of fairness and transparency in its relation with its Bidder(s) and / or Contractor(s).

Whereas the Central Vigilance Commission (CVC) approved Independent External Monitor(s) (IEMs) appointed by ECIL shall monitor the tender process from the beginning till the execution of the contract for compliance within the scope of principles mentioned herein.

Whereas the Buyer reserves the right to disqualify from the tender process all Bidders who do not sign / commit to sign this Pact / violate its provisions against the subject RFP/Tender, the vendor is required to sign and submit the Integrity Pact in a separate envelope clearly marked as "Integrity Pact" at the time of submission of technical and price offers.

Whereas the following are the list of abbreviations used in this document.

- ECIL - Electronics Corporation of India Limited
- CPSE - Central Public Sector Enterprise.
- GoI - Government of India
- IP - Integrity Pact
- CMD - Chairman and Managing Director
- IEMs - Independent External Monitors
- IPBG - Integrity Pact Bank Guarantee
- CVC - Central Vigilance Commission

2. Objectives

Now, therefore, the Buyer 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/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the Buyer to obtain the Stores at a competitive price in accordance with the specifications of the Stores by avoiding the exorbitant cost and the distortionary impact of corruption on public procurement, and

Enabling the Bidder to abstain from bribing or following any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and following other corrupt practices and the Buyer is committed to prevent corruption in any form by their officials by following transparent procedures.

3 Commitments of the Buyer

The Buyer commits itself to the following:

The Buyer undertakes that no official of the Buyer, connected directly or indirectly with the contract, shall demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any tangible or intangible 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.

The Buyer shall, during the pre-contract stage, treat all Bidders alike, and shall provide to all Bidders the same information and shall not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to the other Bidders.

All the officials of the Buyer shall report to the appropriate authority of the Buyer any attempted or committed breaches of the above commitments as well as any substantial suspicion of such a breach.

No employee of the Buyer, personally or through his family members, shall, 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.

There shall be fairness and transparency at every stage. All the procedures including those followed for finalizing the technical bid and the price bid shall be completely transparent.

In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with a copy to IEM(s), with full and verifiable facts and the same is prima facie found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings, may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. The Buyer shall be at liberty to stall the proceedings under the contract during the pendency of disciplinary proceedings pending against any officials for the reasons mentioned

above or may allow the Bidder to continue to proceed under this contract, at the discretion of the Buyer.

4 **Commitments of the Bidders**

The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or, in furtherance to secure it and, in particular, commits itself to the following:

The Bidder shall not offer, directly or through intermediaries, any bribe, consideration, gift, reward, favour, any tangible or intangible benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly, any bribe, gift, consideration, reward, favour, any tangible or intangible benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the buyer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Buyer.

The Bidder shall 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.

The Bidder shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacturer/authorized representative of OEM/distributor/Channel partner/integrator/stockist/contractor/service provider and has not engaged any individual or firm or company, whether Indian or foreign, to intercede, facilitate or, in any way, to recommend to the Buyer, or any of its functionaries, whether officially or unofficially, to the award of the contract to the Bidder; nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

The Bidder, either while presenting the bid, or during pre-contract negotiations, or before signing the contract, shall disclose any payments it has made or is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the

Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care that no such information is divulged.

The Bidder commits to refrain from giving any complaint or make any false allegation/ statement against the Buyer directly or through any other manner without supporting it with full and verifiable facts.

The foreign Bidders shall disclose the names/addresses of their agents/representatives in India. Similarly, the Indian Bidders shall disclose the names and addresses of their foreign principals/associates/agents/collaborators.

The Bidder shall inform IEM(s) if it receives a demand for a bribe or an illegal payment/benefit/favour.

The Bidder shall inform IEM(s) if it comes to know about any illegal/unethical practice of the Buyer.

The Bidder may indicate the advantage of its offer compared to the tender terms and conditions. The Bidder shall not make any commitment whatsoever on the offers/ products of other Bidders thereby influencing the Buyer to take a decision against the former.

The Bidder shall take all reasonable steps to ensure that the provisions of this agreement are complied with by all its staff, consultants, parent, associated and subsidiary companies, consortium and joint venture partners, sub-contractors and suppliers.

The Bidder shall appoint an appropriate senior level manager with responsibility for ensuring that the provisions of this agreement are complied with by the organization.

If the Bidder is a partnership firm or a consortium, this agreement must be signed by all partners or consortium members.

The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

5 Previous Transgression

- 5.1 The Bidder declares that no previous transgression has occurred in the last three years immediately before signing of this IP, with any other company in any country in respect of any corrupt practices envisaged hereunder or any with any public sector enterprise in India or any Govt. department in India that could justify the bidder's exclusion from the tender process.
- 5.2 If the Bidder makes an incorrect statement on this subject, Bidder can be disqualified from the tender process at any stage of the contract and can be terminated, if already awarded.

6 Company Code of Conduct

- 6.1 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.

7 Sanctions for Violation

- 7.1 Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by it or acting on its 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 Buyer to take all or any of the following actions, wherever required: -
- 7.1.1 To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- 7.1.2 The IPBG shall stand forfeited, either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason thereof.
- 7.1.3 To immediately cancel the contract, if already signed, without any compensation to the Bidder.
- 7.1.4 To recover all sums already paid by the Buyer together with
- a. an interest on the same at a rate 2% higher than the prevailing Prime Lending Rate in the case in case of an Indian Bidder.
 - b. an interest on the same at a rate 2% higher than the prevailing LIBOR in the case of a Bidder from a country other than India.
- 7.1.5 If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 7.1.6 To forfeit the Earnest Money Deposit and to encash the advance Bank Guarantee and Performance Bond/Warranty Bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.
- 7.1.7 To cancel all or any other Contracts with the Bidder.
- 7.1.8 To debar the Bidder from entering into any bid from the Buyer for a minimum period of five years, which may be further extended at the discretion of the Buyer without assigning any reasons whatsoever.
- 7.1.9 To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- 7.1.10 To recover losses or additional expenditure to the Buyer in the event of rescinding the contract.

- 7.1.11 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 Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's organization, the same shall be disclosed by the Bidder at the time of filling of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 7.1.12 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer, and if it does so, the Buyer 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 Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

- 7.1.13 In cases where irrevocable Letters of Credit have been established in respect of any contract signed by the Buyer with the Bidder, the same shall not be honoured.

- 7.2 The decision of the Buyer to the effect that a breach of the provisions of this IP has been committed by the Bidder shall be final and binding on the Bidder. However, the Bidder can approach the IEM(s) for the purposes of this Pact.

- 7.3 If the Bidder, before the award of the contract, has committed a serious transgression through a violation of the commitments of the Bidders or in any other form such as to bring his reliability or credibility as a Bidder into question, the Buyer is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason. If the Bidder can prove that it has restored/recouped the damage caused by it and has installed a suitable corruption prevention system, the Buyer may revoke the exclusion.

- 7.4 The Bidder accepts and undertakes to respect and uphold the Buyer's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken.

- 7.5 A transgression is considered to have occurred if, in the light of available evidence, no reasonable doubt is possible.

- 7.6 In case of any breach of provisions from Buyer side, suitable action shall be taken against the individual.

8. **Fall Clause**

The Bidder undertakes that it has not supplied / is not supplying similar products/systems or sub-systems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the GoI or PSU and if it is found at any stage that a similar product/system or sub-

system was supplied by the Bidder to any other Ministry/Department of the GoI or PSU 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 Buyer, if the contract has already been concluded.

9. Independent External Monitor

- 9.1 The Buyer will appoint as IEM for this Pact in consultation with the Central Vigilance Commission (CVC) and will intimate the address of IEM to the Bidder.
- 9.2 As soon as the IEM notices, or believes to have noticed, a violation of this Pact, he shall take suo moto cognizance of the complaint/information and call for the relevant records and go into details and simultaneously inform the Chairman & Managing Director (CMD), ECIL.
- 9.3 The Bidder(s), if they deem it necessary, may furnish any information as relevant to their bid to the IEM.
- 9.4 If any complaint with regard to violation of the IP is received by the Buyer in a procurement case, the Buyer shall refer the complaint to the IEM for their comments/enquiry.
- 9.5 If the IEM need to peruse the records of the Buyer in connection with the complaint sent to him by the Buyer, the Buyer shall make arrangements for such perusal of records by the IEM.
- 9.6 The IEM would examine all the complaints received by them and give their recommendations/ views to CMD, ECIL at the earliest. He may also send his report directly to the CVC in case of suspicion of serious irregularities requiring legal / administrative actions.

10. Equal treatment of all Bidders / Contractors / Subcontractors

- (1) The Bidder(s) / Contractor(s) undertake(s) that he shall ensure, from all subcontractors, a commitment in conformity with this Integrity Pact.
- (2) The Buyer will enter into agreements with identical conditions as this one with all Bidders.
- (3) The Buyer will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.
- (4) Any information received by the Buyer regarding a criminal offence under IPC / PC Act or conduct which constitutes corruption, shall be informed to CVO.

11. Facilitation of Investigation

In case of any allegation, received in writing with documentary proof, of violation of any provisions of this Pact or payment of commission, the Buyer or its agencies and the IEM shall be entitled to examine all the documents including the Books of Accounts of the Bidder and the Bidder



shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

12 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The jurisdiction is at Hyderabad, India.

13 Other Legal Actions.

The actions stipulated in this IP 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.

14 Validity

14.1 The validity of this IP shall be from date of its signing and extend up to 12 months or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder whichever is later.

14.2 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 shall strive to come to an agreement on their original intention.

The Parties hereby sign this IP at _____ on _____

BUYER
Electronics Corporation of India Ltd

BIDDER
Chief Executive Officer

Witness

Witness

1. _____

1. _____

2. _____ 2. _____