

SECURITIES & EXCHANGE BOARD OF INDIA

# WEB INTELLIGENCE TOOL

EXPRESSION OF INTEREST

SEBI/ISD/TPD1/CRAC/EOI/2022-23/01

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## SECTION I – INTRODUCTION

1. Securities and Exchange Board of India (SEBI) is a statutory body, which operates within the legal framework of Securities and Exchange Board of India Act 1992. Its statutory objectives are:
  - a. Protection of interests of investors in securities
  - b. Promotion and development of the securities market
  - c. Regulation and supervision of securities market and matters incidental thereto
  
2. SEBI invites Expression of Interest (EOI) from established, reputed and reliable Solution Providers (Bidders) to implement, install and maintain a full-fledged Commercial-off-the-shelf (COTS) Web Intelligence Tool and have necessary capability, suitable capacity and relevant experience to provide this solution.

## SECTION II – SCHEDULE OF EVENTS

<b>SN</b>	<b>Event</b>	<b>Date</b>
1.	Date of commencement of EOI Process	September 09, 2022
2.	Last date and time for receipt of queries (through emails only) for clarification from applicants	September 20, 2022
3.	Last Date and Time for EOI Submission along with all supporting documents.	October 03, 2022 15:00 Hrs
4.	Opening of EOIs	October 03, 2022 16:00 Hrs

## SECTION III – BACKGROUND

1. Internet usage has risen exponentially over the last few years which has resulted in production of immense amount of unstructured publicly available data on the web. These unstructured data has potential to provide deep investigation insights about various entities, individuals, groups and topics related to violations of various securities laws.
2. Manual extraction and analysis of massive amount of unstructured publicly available data in order to reveal actionable insights is usually time consuming, tedious and has limited efficacy.
3. SEBI is looking for Web Intelligence Tool which provides AI based solution to extract and analyse unstructured publicly available data to gain deep intelligence insights about various entities, individuals, groups and topics. The Web Intelligence Tool is expected to save time, ease the analysis process and improve efficiency in the overall investigation process.
4. Expression of Interest (EOI) is invited in sealed envelope superscripted as “EOI – Web Intelligence Tool”:
  1. From the Bidders who meet the eligibility criteria as set out in “[SECTION V](#)”
  2. Agree to abide by all the other terms and conditions in this EOI document

By participating in this bidding process Bidder confirms that he is in agreement with all the Terms and Conditions of this EOI.

## SECTION IV – SCOPE OF WORK

1. The applicant (firm / company / agency) shall be required to implement, install and maintain a full-fledged Commercial-Off-The-Shelf (COTS) Web Intelligence Tool (on-premise installation) equipped with comprehensive hardware and software infrastructure for SEBI for a period of 3 years. The Web Intelligence Tool shall have the following capabilities :
  - i. The tool should have capability to search based various attributes related to entities, individuals, groups and topics such as Name, Email ID, Mobile number, place, interest, event etc.
  - ii. The tool should have user management for purpose of obtaining data from web.
  - iii. The tool should be able to gather unstructured publicly available data from the web including public websites, social media platforms, open source databases etc. in respect of relevant entities, individuals, groups and topics.
  - iv. The tool shall have ability to ingest data from proprietary APIs wherever available from the source end.
  - v. The tool shall enable investigators to easily analyse massive amounts of complex unstructured data using its AI and data analytics capabilities.
  - vi. The tool shall have capability to visualise the data in the form of network chart to find insights about connections among relevant entities, individuals and groups. The visualisation should be interactive and allow user to work with the data as per user requirement.
  - vii. The tool shall generate readymade reports based on the defined report templates. The users should be able to create and modify report templates without any coding requirement.
  - viii. The tool shall have ability to connect to proprietary APIs wherever applicable to enable integration with internal databases.
  - ix. The tool shall include comprehensive hardware to ensure optimal performance.

2. The applicant shall ensure that the OEM of tool provide updates in the tool according to technology changes to ensure that the tool is continuously able to perform all its functions. The tool should not require purchase / installation of any additional patches / API keys / transforms etc to perform its functions.
3. The applicant shall ensure that the OEM of tool provides training, maintenance support and technical reach-back support for round-the-clock assistance.
4. Detailed scope of work including technical specifications, will be included in the Request for Proposal (RFP) document.

## SECTION V – BIDDER’S ELIGIBILITY CRITERIA

This process is open to all Bidders who fulfill the eligibility criteria as set out below and is in agreement with SEBI as per terms & conditions of this EOI document. The Bidders should furnish documentary evidence supporting the information provided by them as part of the bidding process. EOIs not satisfying the eligibility criteria will be rejected.

SN	Criteria	Details	Supporting Documents to be submitted
1	Incorporation	<p>a. The bidder should be registered as a company in India as per Companies Act 1956/2013 or a partnership firm registered under LLP Act, 2008.</p> <p>b. Should have operation for a period of at least 3 years as on date of EOI.</p>	Letter of undertaking to this effect on company’s letter head signed by company’s authorized signatory
2	Past relevant experience of Bidder	<p>The bidder should fulfil one of the following criteria in respect of past experience of having successfully completed similar projects of implementing, installing and maintaining tools (such as AI based tools, digital forensic tools, visualisation tools etc.) over the last seven years i.e. current financial year and the last seven financial years:</p> <p>i. Three similar completed projects costing not less than Rs. 4 Crore each.</p> <p>OR</p> <p>ii. Two similar completed projects costing not less than Rs. 5 Crore each.</p> <p>OR</p> <p>iii. One similar completed project costing not less than Rs. 8 Crore each.</p>	Purchase Order / Any documentary evidence



3	Bidder's authorization by OEM of proposed Web Intelligence Tool	<p>a. The bidder should have authorization from the OEM to supply, install and support the proposed Web Intelligence Tool.</p> <p>b. Proposed Web Intelligence Tool should be in use (live) by at least 10 national or international entities as on date of EOI.</p>	<p>Authorization certificates to this effect from OEMs</p> <p>Certificate from OEM of the proposed Web Intelligence Tool stating number of live users in India and number of live users in other countries as on date.</p>
4	Fit and Proper	<p>The bidder should not be a blacklisted firm/company in any Govt. department/Banks/PSU/other institution in India due to unsatisfactory performance, breach of general or specific instructions, corrupt or fraudulent or any other unethical business practices.</p>	<p>Letter of undertaking to this effect on company's letter head signed by company's authorized signatory</p>
5	Turnover	<p>a. The average annual financial turnover of the bidder during the last three financial years, should not be less than Rs. 3 Crore.</p> <p>b. The bidder should not have suffered any financial loss for more than one year during the last three years, ending previous financial year</p>	<p>Self-declaration from the company signed by company's authorized signatory</p>

## SECTION VI – EOI SUBMISSION PROCESS

1. Raising of queries/clarifications on Request for EOI document: The Bidders requiring any clarification on this document should submit their written queries to email id: [isdcrac\\_tender@sebi.gov.in](mailto:isdcrac_tender@sebi.gov.in) .Any suggestions / feedback may also be sent to the above email id.
2. Modification in Request for EOI document: At any time prior to the deadline for submission of EOIs, SEBI may modify any part of this document. Such change(s) if any may be in the form of an addendum/corrigendum and will be uploaded in SEBI's website - <https://www.sebi.gov.in>. All such change(s) will automatically become part of this Request for EOI and will be binding on all Bidders. Interested Bidders are advised to regularly refer the SEBI's URL referred above for any updates.
3. Request for extension of date for submission of EOIs will not be entertained. However, to give prospective Bidders reasonable time to take the amendment into account in preparing their EOIs, SEBI may, at its discretion, extend the last date for the receipt of EOIs. No EOI may be modified subsequent to the last date for receipt of EOIs. No EOI may be withdrawn in the interval between the last date for receipt of EOIs and the expiry of the EOI validity period specified by the Bidder in the EOI.
4. Bidders are advised to study the EOI Document carefully. Submission of the EOI will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the EOI document with full understanding of its implications. EOIs not complying with all the given clauses in this EOI document are liable to be rejected. Failure to furnish all information required in the EOI Document or submission of an EOI not substantially responsive to the EOI document in all respects will be at the bidder's risk and may result in the rejection of the EOI.
5. EOI as per format provided in [Annexure I](#) and details as per format provided in [Annexure II](#), [III](#), [IV](#) and [V](#) should be submitted along with proof of documents. Bidders shall also submit signed copy of this EOI document in full with an initial on each page along with the aforementioned annexures.
6. If the space in the Pro forma is insufficient for furnishing full details, the information shall be supplemented on separate sheets of paper stating therein the part of the statement and serial number. Separate sheets shall be used for each part. Any inter-lineation, erasures, or overwriting shall be valid only if the person(s) signing the EOI initial(s) them.

7. Submission of EOIs: Detailed EOI has to be submitted in a sealed envelope superscripted “**EOI – Web Intelligence Tool**” on or before **October 03, 2022** at **15:00 Hrs**. The envelope should be addressed to **Deputy General Manager, Integrated Surveillance Department – TPD 1** and submitted at **SEBI Bhavan, Plot No.: C4-A, G-Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400051** before the due date and time specified. **No extension on the specified submission schedule will be entertained.**
8. SEBI may ask Bidders for clarifications or additional documents/ credentials at its discretion.
9. Opening of EOI – SEBI will convene the EOI opening session on duly notified date **October 03, 2022** at **16:00 Hrs**. where one representative from the Bidders, who have successfully submitted the EOI, can participate. One representative from each Bidder can remain present during the EOIs opening process. The EOIs will then be passed on to a duly constituted Tender Evaluation Committee (TEC).

## SECTION VII – EVALUATION OF EOI

1. The EOIs received by the designated date and time will be examined by SEBI to determine if they meet the terms and conditions mentioned in this document including its subsequent amendment(s), if any and whether EOIs are complete in all respects.
2. On scrutiny, the EOIs found NOT in desired format/illegible/incomplete/not containing clear information, will be rejected for further evaluation process.
3. If deemed necessary, SEBI may seek clarifications on any aspect of EOI from the applicant. If a written response is requested, it must be provided within 3 days. Response received beyond 3 days, if any, will not be considered. However, that would not entitle the applicant to change or cause any change in the substances of their EOI document already submitted. SEBI will also make enquiries to establish the past performance of the applicants in respect of similar work. All information submitted in the application or obtained subsequently will be treated as confidential.

## SECTION VIII – TERMS & CONDITIONS

1. Submission of an EOI is evidence of a Bidder's consent to comply with the terms and condition of Request for EOI process and subsequent bidding process. If a Bidder fails to comply with any of the terms, its bid may be summarily rejected.
2. Wilful misrepresentation of any fact in the EOI will lead to the disqualification of the Bidder without prejudice to other actions that SEBI may take. The EOI and the accompanying documents will become property of SEBI. The Bidders shall be deemed to license, and grant all rights to SEBI, to reproduce the whole or any portion of their product/solution for the purpose of evaluation, to disclose the contents of submission to other Bidders and to disclose and/ or use the contents of submission as the basis for EOI process.
3. SEBI reserves the right to accept or reject any or all EOIs received without assigning any reason therefore whatsoever and SEBI's decision in this regard will be final.
4. SEBI reserves the right to inspect the facilities of the bidder any time during the evaluation stage to verify the genuineness and to ensure the conformity with the proposal submitted.
5. The bidder is required to submit its full profile giving details about organization, experience, technical personnel in the organization, competence and adequate evidence of its financial standing etc. in the enclosed form which will be kept confidential.
6. No contractual obligation whatsoever shall arise from the EOI process.
7. Any effort on the part of Bidder to influence evaluation process may result in rejection of the EOI.
8. The bidder shall submit Integrity Pact along with EOI submission ([Annexure V](#)) duly signed by the bidder on each page and witnessed by two persons. The pact shall be stamped as applicable in the State where it is executed. Bids submitted without PRE-CONTRACT INTEGRITY PACT, as per the format provided, shall not be considered for evaluation.
9. The details of Independent External Monitors (IEMs) who will monitor the tendering process as per the Integrity Pact are as follows –

SN	Name	Email ID
1	Shri Ajai Kumar	ajai.kumar3@gmail.com
2	Smt Rajni Sekhri Sibal	rajnisekhrisibal@gmail.com

10. SEBI is not responsible for non-receipt of EOIs within the specified date and time due to any reason including postal delays or holidays in between.
11. SEBI reserves the right to verify the validity of information provided in the EOIs and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of EOI.
12. Bidders shall be deemed to have:
  - a. Examined the Request for EOI document and its subsequent changes, if any for the purpose of responding to it.
  - b. Examined all circumstances and contingencies, having an effect on their EOI application and which is obtainable by the making of reasonable enquiries.
  - c. Satisfied themselves as to the correctness and sufficiency of their EOI applications and if any discrepancy, error or omission is noticed in the EOI, the Bidder shall notify SEBI in writing on or before the end date/time.
13. The bidder shall bear all costs associated with submission of EOI, presentation/POC desired by SEBI. SEBI will not be responsible or liable for any cost thereof, regardless of the conduct or outcome of the process.
14. Bidders must advise SEBI immediately in writing of any material change to the information contained in the EOI application, including any substantial change in their ownership or their financial or technical capacity. Copies of relevant documents must be submitted with their advices.
15. Shortlisted Bidders must not advertise/publicize in any form (without prior written permission from SEBI) about their unit having been shortlisted by SEBI.
16. The detailed scope of work will be included in the Request for Proposal (RFP) document which shall be issued to all the qualified bidders. Technical evaluation of the submitted bids with respect to the RFP will then be evaluated. Technically qualified bidders will be selected under L1 criterion. Financial bid will be evaluated only for the technically qualified bidders.
17. SEBI may re-visit any of the conditions of this EOI, before the deadline for submission.
18. SEBI shall have the right to cancel the tendering process at any time, without thereby incurring any liabilities to the affected Bidders. Reasons for cancellation, as determined by SEBI in its sole discretion include but are not limited to, the following:

- a. Services contemplated are no longer required
- b. Scope of work not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments
- c. The project is not in the best interest of SEBI
- d. Any other reason

# ANNEXURE I - EOI SUBMISSION FORM

(To be submitted on the letter head of the Agency(s))

Date: \_\_\_\_\_

To,  
Deputy General Manager,  
Integrated Surveillance Department – TPD 1  
Securities and Exchange Board of India,  
Plot no C4-A, G-Block, Bandra-Kurla Complex,  
Bandra (E), Mumbai-400 051

Dear Sir,

Subject: Submission of the Expression of Interest (EOI) for Web Intelligence Tool

We, the undersigned, offer to implement, install and maintain a full-fledged Commercial-off-the-shelf (COTS) Web Intelligence Tool \_\_\_\_\_ of \_\_\_\_\_ **[Please specify name of proposed Tool (only 1 tool may be proposed) and its OEM]** equipped with comprehensive hardware and software infrastructure for SEBI for a period of 3 years at SEBI in accordance with your Expression of Interest (EOI) for Web Intelligence Tool dated September 09, 2022. We are hereby submitting our Expression of Interest (EOI).

We hereby declare that all the information and statements made in this Expression of Interest (EOI) are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of the EOI document. We understand you are not bound to accept any proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_



## ANNEXURE II - BIDDER'S INFORMATION DETAILS

Sr. No.	Items	Bidder's Response
1	<b>Basic Information</b>	
	a) Name of the organization	
	b) Name of the contact person	
	c) Registered office Address	
	d) Phone no. of the contact person	
	e) Email address of the contact person	
	f) Web site if any, of the organization	
	g) Year of commencement of business	
	h) PAN no.	
	i) Service tax registration No. / GST No.	
2	Net profit of the bidder (In Rupee Crores) in each of the last 3 financial years	
	For 2021-22	
	For 2020-21	
	For 2019-20	
3	Annual turnover of the bidder (in Rupee Crores) in each of the last 3 financial years	
	For 2021-22	
	For 2020-21	
	For 2019-20	

### Authorized Signatory:

Name of the Authorized Signatory:

Date:

Place:

Seal:

## ANNEXURE III –ELIGIBILITY CRITERIA

< Name of the Bidder >

### Web Intelligence Tool

SN	Eligibility Criteria	Compliance (Yes/No)	Bidder's Response	Attachment Tag/ Page No.
1	<p>a. The bidder should be registered as a company in India as per Companies Act 1956/2013 or a partnership firm registered under LLP Act, 2008.</p> <p>b. Should have operation for a period of at least 3 years as on date of EOI.</p>			
2	<p>The bidder should fulfil one of the following criteria in respect of past experience of having successfully completed similar projects of implementing, installing and maintaining tools (such as AI based tools, digital forensic tools, visualisation tools etc.) over the last seven years i.e. current financial year and the last seven financial years:</p> <p>i. Three similar completed projects costing not less than Rs. 4 Crore each.</p> <p>OR</p> <p>ii. Two similar completed projects costing not less than Rs. 5 Crore each.</p> <p>OR</p> <p>iii. One similar completed project costing not less than Rs. 8 Crore each.</p>			

3	<p>a. The bidder should have authorization from the OEM to supply, install and support the proposed Web Intelligence Tool.</p> <p>b. Proposed Web Intelligence Tool should be in use (live) by at least 10 national or international entities as on date of EOI.</p>			
4	<p>The bidder should not be a blacklisted firm/company in any Govt. department/Banks/ PSU/other institution in India due to unsatisfactory performance, breach of general or specific instructions, corrupt or fraudulent or any other unethical business practices.</p>			
5	<p>a. The average annual financial turnover of the bidder during the last three financial years, should not be less than Rs. 3 Crore.</p> <p>b. The bidder should not have suffered any financial loss for more than one year during the last three years, ending previous financial year</p>			

## ANNEXURE IV – PROPOSED TOOL AND OEM INFORMATION DETAILS

Sr. No.	Items	Bidder's Response
1	<b>Basic Information about the proposed Tool</b>	
	a) Name of the Tool proposed by the bidder	
	b) Number of units of the proposed Tool implemented, installed and maintained by bidder as on date	
	c) Hardware specifications (on-premise) of proposed Tool  [eg: Fetching Server, Database Server, Analytics Server, Workstations, Switch, Racks etc (as applicable)]	
	d) Licensing model of the proposed tool (number of queries based, number of users based, data size based, etc)	
	e) Whether additional users can be added during the 3 year period of usage of the tool (Yes / No)	
	f) Level of partnership / Authorization of bidder with regard to OEM (eg : Tier 1/ Tier 2/Tier 3 partner or Platinum/Gold/Silver/Bronze partner or any other such categorization) and duration of such partnership (in years/months)	
	g) Provide details of partnership of bidder with OEM such as Authorisation to act as reseller / distributors of proposed tool, Authorisation to provide L1/L2/L3 IT Technical support for proposed tool etc	
	h) Detailed list of features and capabilities of the proposed Tool	
	i) Performance metrics / Performance benchmarks of the proposed tool (independent lab reports, response time for queries etc)	
	j) Details of updates and upgrades to be provided by vendor and by OEM to the proposed tool during the	

	3 year period of use to ensure tool is continuously able to perform all its functions.	
	k) Details of training and skill development programmes such as hands on training at installation site, online training by web conferencing and on-site training at OEM site to be provided by bidder / OEM to the proposed tool at the time of initial setup and during the 3 year period of use of proposed tool	
	l) Details of support on tool functionality issues and hardware issues to be provided by vendor and by OEM to the proposed tool during the 3 year period of use of proposed tool	
<b>2</b>	<b>Basic Information about the proposed Tool</b>	
	a) Name of the contact person in OEM	
	b) Phone no. of the contact person in OEM	
	c) Email address of the contact person in OEM	
	d) Web site if any, of the OEM	
	e) Year of commencement of business of OEM	

**Authorized Signatory:**

Name of the Authorized Signatory:

Date:

Place:

Seal:

# ANNEXURE V – FORMAT FOR INTEGRITY PACT

## INTEGRITY PACT

Between

SECURITIES AND EXCHANGE BOARD OF INDIA hereinafter referred to as “The Principal”,

and

..... Hereinafter referred to as “The Bidder/ Contractor”

### Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for “Web Intelligence Tool” The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder (s) and / or Contractor (s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1 – Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regards, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2 – Commitments of the Bidder(s)/ Contractor(s)**

- (1) The Bidder(s) / Contractor(S) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/ Contractor(s) will not enter with other Bidder into any undisclosed agreement or understanding, whether formal or informal. This applies in particular in prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
  - e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process

### **Section 4 – Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 – Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the any – corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or *the contract, if already awarded, can be terminated for such reason.*

### **Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors**

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub –contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.



## **Section 7 – Criminal charges against violating Bidder(s)/Contractor(s)/ Sub-Contractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub-contractor, or of an employee or a representative or an associate, of a Bidder, Contractor or Sub-contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

## **Section 8 – Independent External Monitor**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by 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.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/ she reports to the Chairman, *SEBI*.
- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on “Non- Disclosure of Confidential Information” and of “Absence of Conflict of Interest”. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, SEBI and recuse himself/ herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (7) The Monitor will submit a written report to the Chairman, SEBI within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, SEBI, a substantial suspicion of an offence under relevant IPC/ PC Act, and the Chairman, SEBI has not within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word “**Monitor**” would include both singular and plural.

### **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Chairman of SEBI.

### **Section 10 – Other Provisions**

- (1) This agreement is subject to India Law. Place of performance and jurisdiction is the *Registered Office of the Principal, i.e. Mumbai.*
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

\_\_\_\_\_  
(For & On behalf of the Principal)

\_\_\_\_\_  
(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Witness 1:

(Name & Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2:

(Name & Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_