



(भारत सरकार का उपक्रम)



एमएसपीकार्यालय - तमिलनाडु & पुदुचेरी  
३वमंजिल, पनगलभवन, सं. १, जीनिसरोड



सैदापेट, चेन्नई - ६०००१५, तमिलनाडु.



फोन : (९१)(०४४) २४३६१९७१ से २४३६१९७८

फैक्स : (९१)(०४४) २४३५०८४८

इ-मेल : [misp\\_rochn@itilttd.co.in](mailto:misp_rochn@itilttd.co.in)

जीयसटीआययेन : 33AAACI4625C1Z6

**ITI LIMITED**

(A Govt. of India Undertaking)

M.S.P Office- Tamil Nadu & Puducherry  
3<sup>rd</sup> Floor, Panagal Building, No.1, Jeenis Road  
Saidapet, Chennai – 600 015, Tamil Nadu.

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GSTIN : 33AAACI4625C1Z6

**संदर्भ/Ref:** ITI/MSP-C/PS/EOI-30/2021-22

**दिनांक/Date:** 19-11-2021

**विषय/ Sub: Notice Inviting Expression of Interest for Selection of Business Associate for Supply, Installation, testing and commissioning of IP based DRM intercom exchange at Palakkad.**

### **परिचय / Introduction**

ITI Limited is a public sector undertaking in the telecommunications technology segment established as a departmental factory in 1948. The company has manufacturing facilities in Bengaluru, Naini, Rae Bareli, Mankapur and Palakkad along with an R&D center in Bengaluru and 25 Marketing, Services & Projects (MSP) centers in India, which are located at Bengaluru, Bhubaneswar, Chennai, Hyderabad, Kolkata, Lucknow, Mumbai, New Delhi and 17 other places spread across the country.

The company has a diverse suite of products including manufactured products like Gigabit Passive Optical Network (GPON), Managed Leased Line Network (MLLN) products, Stand Alone Signaling Transfer Point (SSTP), Wi-Fi Access Point, Radio Modem, SMPS, Set Top Box, Defense products like multi-capacity encryption units, Bulk encryption Units (BEU), Terminal End Secrecy Devices (TESD), Passive infrastructure products such as Optical Fiber Cable, HDPE duct, Antenna, diversified products such as smart energy meters, smart cards, solar panels, mini personal computers.

Besides offering the telecom turnkey solutions and customized support, ITI has a dedicated Network System Unit for executing turnkey projects for installation and commissioning of telecommunication networks. The company intends to upgrade and invest in the technology, through the acquisition of technology from strategic partners with a specific focus on high growth industry segments. The company operates a data center at Bengaluru and currently expanding the same to offer cloud-based services to government institutions/departments, banks etc.

The company is manufacturing a diverse range of Information and Communication Technology (ICT) products/solutions to hone its competitive edge in the convergence market by deploying its rich telecom expertise and vast infrastructure. Company is diversifying towards IOT, Smart city, other allied telecom products and services including turnkey project execution to offer solutions in diversified fields. Encryption Products are the company's forte. Extensive in-house R&D work is devoted towards design and development of encryption solutions to Indian Defense forces.

## गोपनीयता / Confidentiality

All information contained herein and the enclosures are confidential information. By accepting this material, the recipient bidder agrees that the information will be held in confidence and will not be reproduced, disclosed or used in whole or in part without Prior permission of ITI. Similarly, ITI will not divulge any information contained the offers of the bidders without their consent.

ITI will evaluate the RFP based on the set criteria and will choose to short list qualified bidders. Only the eligible would then be invited by the ITI for further discussion.

## नोटिस / Notice:

ITI Limited would like to address end customer tender/ business opportunities as lead bidder and invites Expression of Interest (EOI) from eligible bidders as a business associate to address the bid

**Notice Inviting Expression of Interest for selection of Business Associate for Supply, Installation, testing and commissioning of IP based DRM intercom exchange at Palakkad.**

संदर्भ/Ref: SR/MSP-C/PS/EOI-30 /2021-22

दिनांक/Dated 19-11-2021

प्रस्तुत करने की अंतिम तिथि / Due Date for Submission of EOI: 08-12-2021 3.00 PM

निविदाएँ खोलने की तिथि / Bids will be opened on 08-12-2021 at 3.30 PM

A	Technical Bid	
1	Scope of Work	Supply, Installation, testing and commissioning of IP based DRM intercom exchange at Palakkad.
2(i)	Eligibility Criteria of Applicants	
	A.	The bidder must be a single legal entity registered in India under the Company Act, 1956 and should be operating in India for the last three years as on 31/03/2020. <b>Documentary Proof:</b> Photocopy of Certificate of Incorporation, photocopy of Articles of Memorandum of Association of the company(s)
	B.	Undertaking for willingness to work with ITI as per customer tender / EOI etc. terms and conditions including warranty & post-warranty services and implementation of the work in the event of ITI winning the contract
	C.	The Bidder must have an average annual turnover of 1.5C in each of the last three financial years (, FY 17-18, FY 18-19, FY 19-20). <b>Documentary Proof:</b> Profit & Loss Statements for the (FY 17-18, FY 18-19, FY 19-20) <i>Incase audited financial statements for FY 18-19 is not available, Bidder can submit audited financial statements for (FY 15-16, FY 16-17, FY 17-18)</i>

	D.	The Bidder should have completed <b>Similar works</b> to any State / Central Governments / PSUs/Boards in the last Five years as on 31.03.2020. <b>Documentary proof:</b> purchase order copies to be enclosed.
	E.	The bidder should have services centers and local office in TN. <b>Documentary Proof:</b> Proof of address, copy of Land line Bill or rent agreement.
	F.	Should have a positive net worth for the last audited Financial Year. <b>Documentary Proof:</b> Audit statement
	G.	The bidder should be in a position to furnish performance guarantee as per the tender criteria on receiving the order.
	I.	Copies of GST registration shall be submitted as part of EOI.
	J.	Bidder / OEM should not be blacklisted in India / ineligible to participate for bidding by any State / Central Govt. departments / PSU / Autonomous Body due to unsatisfactory performance, breach of general or specific instructions, corrupt / fraudulent or any other unethical business practices or barred from participating in government projects due to security reasons as on submission of EOI proposal. <b>Undertaking for Non-blacklisting to be furnished in BIDDER company's letter head</b> as in Annexure IV
	K.	Should possess Certifications valid at the time of Bidding: • ISO 9001:2015 or higher / Relevant test certificates, security standard certificates, etc., to be furnished.
	L.	Undertaking expressing willingness to sign MOU with ITI
	M.	Undertaking to <b>submit EMD</b> (while submitting the bid to the customer) of <b>Rs. --</b> -- security paid Electronically through internet banking/Demand Draft from any Nationalized Bank.), -& Performance Bank Guarantee (..... % of contract value) to customer/ITI (as decided by ITI) as per end Customer Tender terms & conditions. Where ITI is exempted from providing EMD & PBG or allowed to submit Corporate Guarantee in place of Bank Guarantee to customer, bidder has to provide EMD (while submitting the bid to the customer) & PBG to ITI as per customer tender terms. Please refer Annexures VII and VIII.
	N.	Funding Plan indicating how the fund will be mobilized for the implementation of the project (Banker's solvency certificate) in company's letter head
	O.	Manpower details to be furnished with designation and responsibility.
	P.	Support center details to be furnished, if applicable as per requirements.
	Q.	Bidder should implement the work on its own without subcontracting to any other party a. Self-affidavit to be attached The bidder should meet the required specifications mandatorily without any deviation in any parameter of the specifications. Compliance sheet to be provided. <b>Consortium is not allowed in this project.</b>
<b>2(ii) Checklist of documents/information to be submitted:</b>		

		Submitted Yes / No	Page No.
a.	Company Profile		
b.	Certificate of Incorporation		
c.	Memorandum & Articles of Association		
d.	Audited financial statements for the last 3 years 2017-18, 2018-19 ,2019-20 and CA certificate as per 2(i)C		
e.	Positive Net Worth Certificate.		
f.	<i>Quality certificate</i> Copies of valid ISO 9001:2015 if any		
g.	Undertaking as per clauses 2(i) B, I, K & L in company letterhead		
h.	GST Registration Certificate.		
i.	Copy of PAN Card		
j.	CIN (Corporate Identity Number), if applicable		
k.	Authorization letter in the company letterhead authorizing the person signing the bid for this EOI and Power of Attorney (POA)		
l.	Undertaking in letter head to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.		
m.	Bidders Details as per Annexure I		
n.	Pre-Contract Integrity Pact as per Annexure XII		
o.	Supporting documents as per 2(i) D, E		
p.	Undertaking on company's letter head as per clause 19		
q.	Man Power details		
r.	Failure to Submit the above documents may render a tender unacceptable.		
<b>B</b>	<b>Financial Bid</b>		
[1]	<b>Consolidated Margin Offered (Scope of work is as per the customer tender) in percentage (%) on ITI billing value (Excluding Taxes) to be submitted separately in sealed cover.</b>		

**ध्यान दें / Note:**

1. For tenders involving ITI manufacturing products, ITI will provide the required quotes etc.

2. ITI reserves the right to undertake the supplies up to 50% of the order quantity.
3. ITI reserves the right to undertake services like installation and commissioning activities, Annual Maintenance Contract (AMC) etc. up to 50%.
4. ITI reserves the rights to split the balance orders (after taking out the ITI portion) in 70% : 30% ratio between H1 and H2 (Highest margin bidders) for speeding up the work, provided H2 bidder matches H1 margins offered, and wherever technically feasible.
5. All activities like Proof of concept on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of agencies.
6. Bidder should be willing to impart required training to ITI engineers for undertaking services & execution of project.
7. Bidder will be responsible for any shortcoming in the Bill of Material (BOM) and the same should be rectified free of cost.
8. Bidder should be willing to provide Transfer of Technology (TOT) for manufacture of offered products in ITI.
9. Bidder should be willing to sign an exclusive agreement with ITI for smooth execution of the project.
10. All commercial terms will be as per the Customer RFP/PO.
11. Earnest Money Deposit (EMD) / Bid security required for submitting the bid will be borne by the selected agency.
12. Performance Bank Guarantee (PBG) will be shared among all the work executing agencies depending upon the ratio of order value.
13. All CVC circulars/ statutory guidelines as applicable needs to be followed.
14. The Bidder, who is selected as ITI’s partner, shall be responsible for preparing the Bill of Quantities based on end customer requirement.
15. Payment terms: In case ITI is awarded the work/Supply contract, the payment to ITI’s partner shall be made on back-to-back basis. i.e., the payment will be released as and when the payment is released by end customer for the corresponding work executed by the partner.
16. **The technical bid must contain the whole EOI document duly signed and stamped and marked as “Accepted & Complied” in all the pages by the bidder as an acceptance of all the EOI terms & conditions.**
17. **Undertaking (on BIDDER company’s letter head) of ‘No Objection / No Claim / No Compensation’ from ITI Limited, 3<sup>rd</sup> Floor, Panagal Building, No. 1, Jeenis Road, Saidapet, Chennai - 600 015 if this EOI is cancelled at any stage of evaluation process by ITI or the tender is cancelled by the end customer (as per annexure IX)**
18. All pages of the supporting documents for technical bid along with this tender should be numbered, signed and sealed by the bidder (authorized signatory as per checklist ‘k’).
19. The Technical Bid and financial bid (as per the annexure indicating the ITI Margin **“Technical Bid” & “Financial Bid”** respectively.
20. **Both the sealed envelopes of technical and financial bids are to be placed in another separate sealed cover** mentioning, the Tender Reference: ITI/MSP-C/..... dated dd.mm. yyyy “Notice Inviting Expression of Interest for ..... (Title of Tender)” Due date of Submission: <dd.mm. yyyy> Do not open before dd.mm. yyyy and has to

be submitted to **The Deputy General Manager, ITI LIMITED, 3<sup>rd</sup> Floor, Panagal Building, No. 1, Jeenis Road, Saidapet, Chennai-600 015, Tamil Nadu** with clearly mentioning the Contact Address of the bidder with name and number of contact person so as to reach before due date and time of submission of Bids.

21. Delay caused due to courier / posts will not be considered by us.
22. Bids submitted after due date & time will not be considered for evaluation and it is the responsibility of bidder to submit the bids in time.
23. **Technical bids will be opened on 08-12-2021** at 15.30 Hrs and the financial bid of technical qualified bidder(s) will be opened subsequently.
24. The bids should be spiral bounded and each page should be serial numbered.
25. Bid should be valid for a period of 180 days from the date of opening of EOI response.
26. Conditional offers are liable for rejection.
27. Payment to the successful bidder shall be made after deducting the offered margin and the statutory taxes payable to the Govt. (Penalties if any levied by the customer will be passed on to the Successful bidder), only after the receipt of payment from the customer.
28. Margin offered should be firm throughout the contract irrespective of reason, what so ever, including the exchange rate fluctuation. Margin to ITI would be payable on supply, I&C and AMC services undertaken by the selected Bidder for the project.
29. The vendor to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc. as charged by the customer.
30. In the event that ITI is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the bidder at latter's cost and expenditure.
31. **Cost of EOI:** The bidder shall bear all costs associated with the preparation and submission of his offer against this EOI, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI. ITI will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.
32. **Amendment of EOI:** At any time prior to the last date for receipt of offers, ITI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their offers, ITI may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for EOI.
33. **Disclaimer:** ITI and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI and/or any of its officers, employees.
34. ITI will not consider any or all of the bids if they are not meeting EOI requirements.
35. The bidder shall refer the ITI's website for any updates in EOI.

36. ITI reserves the right to suspend or cancel the EOI process at any stage, to accept, or reject any, or all efforts at any stage of process and/ or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever.
37. The interested bidders may like to discuss the customer tender related information, RFP Bidding Conditions, Bidding Process and clarifications, if any with the Manager at 044-24361975 /e mail [mgm\\_rochn@itilttd.co.in](mailto:mgm_rochn@itilttd.co.in) or with Deputy General Manager at 044-24361971 /e mail [msh\\_chn@itilttd.co.in](mailto:msh_chn@itilttd.co.in)/Fax: 044-24350848.
38. The EOI may be sent in a sealed cover with clearly mentioning –

**Tender Ref: ITI/MSP-C/PS/EOI-30 /2021-22dated 19.11.2021**

**Notice Inviting Expression of Interest for selection of Business Associate for Supply, Installation, testing and commissioning of IP based DRM intercom exchange at Palakkad.**

**Submission Due Date: 08-12-2021 at 3.00PM  
Do Not Open Before 3.30 PM on 08.12.2021**

**To  
The Deputy General Manager,  
ITI LIMITED,  
3<sup>rd</sup> Floor, Panagal Building,  
No. 1, Jeenis Road, Saidapet,  
Chennai - 600 015, Tamil Nadu**

**From  
Address of Bidder**

**So as to reach on or before 3.00 PM of 08.12.2021**

**\*\* Postal/Courier delay will not be entertained\*\***

**BIDDER'S PROFILE**

1.	Name and address of the company			
2.	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site)			
3.	Area of business			
4.	Annual Turnover for 3 financial years (Rs. in Lakhs)	2017-18	2018-19	2019-20
5.	Telecom cabling and its associated works Turnover for 3 financial years (Rs. in Lakhs)	2017-18	2018-19	2019-20
6.	Net worth for past 3 financial Years	2017-18	2018-19	2019-20
6.	Date of Incorporation			
7.	CIN Number, if applicable			
8.	GST number			
9.	PAN Number			
10.	Number of technical manpower in company's rolls			

**Note: Documentary evidence for above details to be submitted.**



**BUSINESS ASSOCIATE EMPANELMENT FORM**

Tender Ref No with date	
Name of the organization (Company Partnership firm / Proprietorship concern, etc.)	
Certificate Reference of Registration	
Date of Incorporation / Registration	
Area of Business for which firm is registered	
GST Registration	
PAN No.	
IT Return Filed up to	
Annual Turnover for the last 3 FYs as per Audited Accounts	
(a) Year 2018-19	
(b) Year 2017-18	
(c) Year 2016-17	
Annual profit for the last 3 FYs as per Audited Accounts	
(a) Year 2018-19	
(b) Year 2017-18	
(c) Year 2016-17	
Net worth as per Audited Accounts for the last Financial Year	
Solvency Certificate issued during the last 6 months	
Past experience of handling project / works (business category-wise)	
(a) Amount & Details of PO Received	
(b) Amount & Details of PO Executed / completed along with completion certificates	
Previous experience with ITI Limited	
Product / Project wise Business Projection for the next 2 years	
Acceptance for submitting tender fee EMD, PBG (if required)	

Acceptance for all terms and conditions of customer on back-to-back basis	
Additional Credit Period to ITI if any, from the date of payment received from the customer	
Willingness to pay Rs.10,000/- towards empanelment fee, if qualified in the bid	
Man Power Details	
(a) Technical	
(b) Non-Technical	
<i>Other terms / points, if required, may be added by the Standing Committee</i>	

**COMPLIANCE STATEMENT**

Ref: \_\_\_\_\_

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

<b>Sl No</b>	<b>Clause No</b>	<b>Clause</b>	<b>Compliance (Complied/ Not Complied)</b>	<b>Remarks with Documentary Reference</b>
1.				
2.				
3.				
4.				
5.				

**NON-BLACK LISTING – BIDDER’S UNDERTAKING**

*(To be submitted either by authorized signatory or proprietor or each partner / director in case of partnership firms / companies on BIDDER Company’s letter head)*

I, \_\_\_\_\_ son / daughter / wife of Shri \_\_\_\_\_  
Proprietor / Partner / Director / Authorized Signatory / Representation of  
M/s. \_\_\_\_\_ (name and address of the BIDDER) are competent to  
sign this declaration and execute the tender document regarding

\_\_\_\_\_ (nature of  
work of the tender);

I, \_\_\_\_\_ resident of \_\_\_\_\_ hereby  
certify that our company has not been blacklisted or debarred in the past by any of State /  
Central Govt. departments / PSU / Autonomous bodies.

**Or**

I, \_\_\_\_\_ resident of \_\_\_\_\_ hereby  
certify that our company was blacklisted or debarred in the past by any of State / Central  
Govt. departments / PSU / Autonomous bodies from taking part in the Government tenders  
for a period of \_\_\_\_ year’s w.e.f. \_\_\_\_\_. The period is over and now the company is  
entitled to take part in Government tenders.

In case at any stage, it is found that the information given by me is false / incorrect the  
purchaser shall have the absolute right to take any action as deemed fit / without any prior  
information to me;

I have carefully read and understood all the terms and conditions of the tender document  
and undertake to abide by the same;

I also undertake that our firm will observe all legal formalities and / or obligations under the  
contract well within time. In case of failure to observe any of the legal formalities and / or  
obligations, I shall be personally liable under the appropriate law;

The information / documents furnished along with the tender document are true and  
authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing  
of any false information / fabricated documents would lead to rejection of my tender at any  
stage besides liabilities towards prosecution under appropriate law.

(Signature of BIDDER, with Official Seal)

**ACCEPTANCE FOR SUBMITTING TENDER FEE – EMD – PBG**

*(To be submitted by BIDDER on their company letter head)*

Ref: \_\_\_\_\_

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

To  
The Deputy General Manager,  
ITI LIMITED,  
3<sup>rd</sup> Floor, Panagal Building,  
No. 1, Jeenis Road, Saidapet,  
Chennai - 600 015,  
Tamil Nadu

Dear Sir,

**Sub:** Acceptance for submitting tender fee – EMD – PBG

**Tender Ref No.:** \_\_\_\_\_

**Name of the work:** \_\_\_\_\_

We, M/s. \_\_\_\_\_ (name of BIDDER) hereby declare that we  
solely agree to pay the tender fee – EMD – PBG of amount Rs. \_\_\_\_\_, Rupees

\_\_\_\_\_ (in words)  
to ITI Limited, 3<sup>rd</sup> Floor, Panagal Building, No. 1, Jeenis Road, Saidapet, Chennai - 600 015 as  
part of submitting the above said tender as per the terms and conditions of Customer Tender.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

**EMD BANK GUARANTEE – BANKER’S UNDERTAKING**

*(As per terms and conditions of the Tender)*

WHEREAS M/s. \_\_\_\_\_  
\_\_\_\_\_ (Name and Address  
of the Company) having their registered office at \_\_\_\_\_  
\_\_\_\_\_ (Address of  
the company’s registered office) (hereinafter called the ‘Tenderer’) wish to participate in the  
Tender Ref no. \_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_ of (supply / work) of \_\_\_\_\_  
\_\_\_\_\_ (Name of the work) for \_\_\_\_\_  
\_\_\_\_\_ ITI Limited, 3<sup>rd</sup> Floor, Panagal Building, No. 1, Jeenis Road, Saidapet,  
Chennai - 600 015 and WHEREAS a Bank Guarantee for (hereinafter called the ‘Beneficiary’)  
Rs. \_\_\_\_\_ (Amount of EMD) valid till \_\_\_\_\_ (date of validity of  
this Guarantee which will be four months beyond initial validity of Tender’s offer) which is  
required to be submitted by the Tenderer along with the Tender.

We, \_\_\_\_\_  
\_\_\_\_\_ (Name of the Bank  
and address of the Branch giving the Bank Guarantee) having our registered office at  
\_\_\_\_\_ (Address of Bank’s registered office) hereby give  
this Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ and  
hereby agree unequivocally and unconditionally to pay immediately on demand in writing  
from the ITI Limited, 3<sup>rd</sup> Floor, Panagal Building, No. 1, Jeenis Road, Saidapet, Chennai - 600  
015 or any officer authorized by it in this behalf any amount not exceeding  
Rs. \_\_\_\_\_ (Amount of EMD), Rupees \_\_\_\_\_  
\_\_\_\_\_ (in  
words) to the said ITI Limited, 3<sup>rd</sup> Floor, Panagal Building, No. 1, Jeenis Road, Saidapet,  
Chennai - 600 015 on behalf of the Tenderer.

We, \_\_\_\_\_ (Name of the Bank) also agree  
that withdrawal of the tender or part thereof by the Tenderer within its validity or non-  
submission of Security Deposit by the Tenderer within one month from the date of tender or  
a part thereof has been accepted by the ITI Limited, 3<sup>rd</sup> Floor, Panagal Building, No. 1, Jeenis  
Road, Saidapet, Chennai - 600 015 would constitute a default on the part of the Tenderer and  
that this Bank Guarantee is liable to be invoked and encashed within its validity by the

Beneficiary in case of any occurrence of a default on the part of the Tenderer and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank up to and inclusive of \_\_\_\_\_ (date of validity of Bank Guarantee) and shall not be terminable by notice or by Guarantor change in the constitution of the Bank or the firm of Contractors / Suppliers or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, conceded or agreed with or without our knowledge or consent, by or between parties to the said within written contract.

*'NOT WITHSTANDING' anything contained hereinbefore, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Amount of EMD), Rupees \_\_\_\_\_ (in words).*

*Our Guarantee shall remain in force until \_\_\_\_\_ (date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before \_\_\_\_\_ (date should be 1 month after the above validity period of Bank Guarantee), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.*

Signature of the Bank's authorized Signatory with Seal

Place:

Date:

Branch Code:

Address of the Bank:

Telephone:

Fax No:

**PERFORMANCE BANK GUARANTEE – BANKER’S UNDERTAKING**

*(As per terms and conditions of the Tender)*

We, \_\_\_\_\_ (Name of the Bank) hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the ITI Limited, 3<sup>rd</sup> Floor, Panagal Building, No. 1, Jeenis Road, Saidapet, Chennai - 600 015 or any officer authorized by it in this behalf any amount up to and not exceeding Rs. \_\_\_\_\_, Rupees \_\_\_\_\_ (in words) to the said ITI Ltd, Chennai on behalf of M/s. \_\_\_\_\_ who have entered into a contract for the supply / works specified below:

**Tender Ref No.** \_\_\_\_\_ **dated** \_\_\_\_\_.

This agreement shall be valid and binding on this Bank up to and inclusive of \_\_\_\_\_ and shall not be terminable by notice or by change in the constitution of the Bank or the firm of Contractors / Suppliers or by any other reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given conceded or agreed, with or without our knowledge or consent, by or between parties to the said within written contract.

*‘NOT WITHSTANDING’ anything contained hereinbefore, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Amount of EMD), Rupees \_\_\_\_\_ (in words).*

*Our Guarantee shall remain in force until \_\_\_\_\_ (date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before \_\_\_\_\_ (date should be 1 month after the above validity period of Bank Guarantee), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.*

Signature of the Bank’s authorized Signatory  
With Official Seal

Place:

Date:

Branch Code:

Address of the Bank:

Telephone:

Fax No:



**TENDER CONDITIONS ACCEPTANCE LETTER**

*(To be submitted by BIDDER on their company letter head)*

Ref: \_\_\_\_\_

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

To  
The Deputy General Manager,  
ITI LIMITED,  
3<sup>rd</sup> Floor, Panagal Building,  
No: 1, Jeenis Road, Saidapet,  
Chennai - 600 015,  
Tamil Nadu

Dear Sir,

**Sub:** Acceptance of Terms and conditions of the Tender

**Tender Ref No.:** \_\_\_\_\_

**Name of the work:** \_\_\_\_\_

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender / Work' from the web site(s) namely: <https://eprocure.gov.in/eprocure/app>, <http://www.itilt-d-india.com/Tender-EOI> and I / We have not tampered the tender document issued vide Tender No. \_\_\_\_\_ dated \_\_\_\_\_.

2. I / We have completely read the customer tender for the subject work.

3. I / We hereby certify that I / We have carefully read, understood and accept all the terms / conditions / clauses of the tender and I / We shall abide by them.

4. The corrigendum(s) issued from time to time by your department / organization too has also been taken into consideration, while submitting the acceptance letter.

5. I / We hereby unconditionally accept the tender conditions of the above-mentioned tender document(s) / corrigendum(s) in totality / entirely.

6. In case any provisions of this tender are found violated, your department / organization shall be at liberty to reject this tender / bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim / right against it in satisfaction of this condition.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

**DECLARATION FOR NO CLAIM / NO OBJECTION**

*(To be submitted by BIDDER on their company letter head)*

Ref: \_\_\_\_\_

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

To  
The Deputy General Manager,  
ITI LIMITED,  
3<sup>rd</sup> Floor, Panagal Building,  
No: 1, Jeenis Road, Saidapet,  
Chennai - 600 015,  
Tamil Nadu

Dear Sir,

**Sub:** Declaration of No Claim / No Objection.

**Tender Ref No.:** \_\_\_\_\_

**Name of the work:** \_\_\_\_\_

We, M/s. \_\_\_\_\_ (name of BIDDER) hereby declare that we solely agree not to claim any kind of compensation or not to raise any objection for ITI Limited, 3<sup>rd</sup> Floor, Panagal Building, No. 1, Jeenis Road, Saidapet, Chennai - 600 015 at any stage of evaluation if this EOI has been cancelled by ITI or tender of end customer with reference to the above said tender.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

**ACCEPTANCE TO GRANT ADDITIONAL CREDIT PERIOD**  
(To be submitted by BIDDER on their company letter head)

Ref: \_\_\_\_\_

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

To  
The Deputy General Manager,  
ITI LIMITED,  
3<sup>rd</sup> Floor, Panagal Building,  
No: 1, Jeenis Road, Saidapet,  
Chennai - 600 015,  
Tamil Nadu

Dear Sir,

**Sub:** Acceptance of providing additional credit period to ITI.

**Tender Ref No.:** \_\_\_\_\_

**Name of the work:** \_\_\_\_\_

We, M/s. \_\_\_\_\_ (name of BIDDER) hereby declare that we solely agree to provide additional credit period to ITI Limited, 3<sup>rd</sup> Floor, Panagal Building, No. 1, Jeenis Road, Saidapet, Chennai - 600 015 with reference to the above said tender.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

**ACCEPTANCE TO PAY EMPANELMENT FEE**

*(To be submitted by BIDDER on their company letter head)*

Ref: \_\_\_\_\_

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

To  
The Deputy General Manager,  
ITI LIMITED,  
3<sup>rd</sup> Floor, Panagal Building,  
No: 1, Jeenis Road, Saidapet,  
Chennai - 600 015,  
Tamil Nadu

Dear Sir,

**Sub:** Acceptance to pay empanelment fee for EOI / Tender

**EOI /Tender Ref No.:** \_\_\_\_\_

**Name of the work:** \_\_\_\_\_

We, M/s. \_\_\_\_\_ (name of BIDDER) hereby declare that we solely agree to pay the empanelment fee of amount *Rs.10,000/-* , Rupees *Ten Thousand only* (in words) to ITI Limited, 3<sup>rd</sup> Floor, Panagal Building, No. 1, Jeenis Road, Saidapet, Chennai - 600 015 once we are qualified for empanelment.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

**PRE-CONTRACT INTEGRITY PACT**

*(This agreement has to be submitted in Rs.20/- NON-JUDICIAL stamp paper along with bid)*

**GENERAL**

This pre-bid pre-contract agreement (hereinafter called the Integrity Pact) is made on day of ..... the month of ....., between, ITI Limited, 3<sup>rd</sup> Floor, Panagal Building, No:1, Jeenai Road, Saidapet, Chennai-600 015, Tamil Nadu, India, (hereinafter called the "**BUYER**", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s ..... (*Name and address of the Bidder*) (Hereinafter called the "**BIDDER**" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

**WHEREAS the BUYER** proposes to invite Expression of Interest (EOI) for selection/ empanelment of technology partner for a technical tie-up with ITI for the marketing/manufacturing of ..... (*Name of the product*) and the **BIDDER** is willing to participate in the EOI as per the terms and conditions mentioned thereon;

**WHEREAS the BIDDER** is a private company/ public company/ Government undertaking/ partnership company (*strike off whichever is not applicable*), constituted in accordance with the relevant law in the matter and

**WHEREAS the BUYER** is a CPSU Company under the Department of Telecommunications, Ministry of Communications & IT, and Government of India.

**NOW, THEREFORE,**

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 select/ empanel a technology partner for the marketing/ manufacturing of ... (*Name of the product*) through the EOI in a transparent and corruption free manner, and Enabling **BIDDER** to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the **BUYER** will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**1. Commitments of the BUYER**

1.1 The **BUYER** undertakes that no official of the **BUYER**, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor 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.

1.2 The **BUYER** 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**.

1.3 All the officials of the **BUYER** will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the **BIDDER** to the **BUYER** 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. In such a case while an enquiry is being conducted by the **BUYER** the proceedings under the contract would not be stalled.

### 3 Commitments of BIDDER

- 3.1 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 commit itself to the following: -

- a) The **BIDDER** will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial 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.
- b) The **BIDDER** further undertakes that it 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 **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 Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- c) **BIDDER** shall disclose the name and address of agents and representatives and Indian **BIDDER** shall disclose their foreign principals or associates.
- d) **BIDDER** shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.

- e) The **BIDDER** further confirms and declares to the **BUYER** that the **BIDDER** is the original manufacturer/ integrator 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.
- f) 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 **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.
- g) 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.
- h) The **BIDDER** will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- i) 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 lest any such information is divulged.
- j) The **BIDDER** commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- k) The **BIDDER** shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- l) If the **BIDDER** or any employee of the **BIDDER** or any person acting on behalf of the **BIDDER**, either directly or indirectly, is a relative of any of the officers of the **BUYER**, or alternatively, if any relative of an officer of the **BUYER** has financial interest/stake in the **BIDDER**'s firm, the same shall be disclosed by the **BIDDER** at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- m) 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**.

#### 4 Previous Transgression

4.1 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 hereunder or with any Public-

Sector Enterprise in India or any Government Department in India that could justify **BIDDER**'s exclusion from the tender process.

4.2The **BIDDER** agrees that if it 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.

## 5Sanctions for Violations

5.1Any breach of the aforesaid provisions by the **BIDDER** or anyone employed by it or acting on its behalf (whether with or without the knowledge of the **BIDDER**) shall entitle the **BUYER** to take all or any one of the following actions, wherever required: -

- a) 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.
- b) To immediately cancel the contract, if already signed, without giving any compensation to the **BIDDER**.
- c) To cancel all or any other Contracts with the **BIDDER**. The **BIDDER** shall be liable to pay compensation for any loss or damage to the **BUYER** resulting from such cancellation/rescission.
- d) 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.

5.2 The **BUYER** will be entitled to take all or any of the actions mentioned above, also on the Commission by the **BIDDER** or anyone employed by it or acting on its behalf (whether with or without the knowledge of the **BIDDER**), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the **BUYER** to the effect that a breach of the provisions of this Pact has been committed by the **BIDDER** shall be final and conclusive on the **BIDDER**. However, the **BIDDER** can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## 6 Independent Monitors

6.1 The **BUYER** appoints Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

6.2The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.3The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

6.4Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of meetings.



6.5As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the **BUYER**.

6.6The **BIDDER(s)** accept(s) that the Monitor has the right to access without restriction to all Project documentation of the **BUYER** 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 Monitor shall be under contractual obligation to treat the information and documents of the **BIDDER** with confidentiality.

6.7The **BUYER** 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

6.8The Monitor will submit a written report to the designated Authority of **BUYER** within 8 to 10 weeks from the date of reference or intimation to him by the **BUYER/BIDDER** and, should the occasion arise, submit proposals for correcting problematic situations.

## 7 Facilitation of Investigation

7.1In case of any allegation of violation of any provisions of this Pact or payment of commission, the **BUYER** or its agencies 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.

## 8 Law and Place of Jurisdiction

8.1This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the **BUYER** i.e. in the courts of Chennai.

## 9 Other Legal Actions

9.1The 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.

## 10 Validity

10.1The validity of this Integrity Pact shall be from date of its signing and extend up to the contract period with the **BUYER** in case a contract is signed. In case **BIDDER** is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

10.2Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11 The parties hereby sign this Integrity Pact:

BUYER SIGN

Name of Officer:

Designation:

ITI Limited,  
3<sup>rd</sup> Floor, Panagal Building,  
No.1, Jeenis Road, Saidapet,  
Chennai – 600 015.

Place:

Date:

Witness 1: .....

Witness 2: .....

BIDDER SIGN

Name of Bidder:

Designation:

(Address)

Place:

Date:

Witness 1: .....

Witness 2: .....

**PRICE BID***(To be submitted by BIDDER on their company letter head)*

Bidder Ref: \_\_\_\_\_

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

To  
 The Deputy General Manager,  
 ITI LIMITED,  
 3<sup>rd</sup> Floor, Panagal Building,  
 No. 1, Jeenis Road, Saidapet,  
 Chennai - 600 015,  
 Tamil Nadu

Respected Sir,

**Sub:** PRICE BID.**EOI /Tender Ref No.:** \_\_\_\_\_**Name of the work:** \_\_\_\_\_**OFFERED NET MARGIN (NET OF TAX) TO ITI:**

Description of the job	Net margin to ITI over quoted price to end customer (in percentage figure)	Net margin to ITI over quoted price to end customer (in percentage words)

- ❖ The BOQ (Bill of Quantity) for which services are required (from the BIDDER through this EOI process) will be finalized after the finalization of this EOI only.
- ❖ Post warranty AMC support (if not mentioned in the main tender / EOI / NIT), if required, is to be provided by the BIDDER as per the mutual understanding / acceptance of BIDDER, ITI and end customer.

Signature of authorized person of the bidder

Place:

Date:

Full Name in Block Letter:

Seal of the company: