



ITI Limited
REGIONAL OFFICE
22 Chittaranjan Avenue
KOLKATA-700072

NOTICE INVITING EOI FOR SELECTION of Agency to bid for the work of Design & Engineering, Manufacture /Procurement, Supply, Installation, Testing and Commissioning including warrantee obligation with 05 (Five) years Comprehensive Operation and Maintenance of 10MW (AC) [Minimum12MW DC] capacity of ground mounted Solar Photovoltaic Power Plant at Gangapur (Ph –I & II), Rajnagar, Birbhum, West Bengal.

EOI No. 200-2223-SPVPP-WBSEDCL-GANGAPUR

Date: 28-09-2022

ITI is undertaking turnkey IT System Integration projects for various Government Customers. Towards these business activities, ITI invites online Expression of Interest (EOI) from eligible empaneled vendors to bid for a Solar Photovoltaic Power Plant tender as per requirement of **NleT No: WBSEDCL/SPGD/10 MW SPVPP/Gangapur-Ph I & II/2022-23/NIT-36 Date: 22.08.2022**

Due Date for Submission of EOI is 18.10.2022 at 12:00 Hrs.

A	Techni	
1(i)	Scope of Work	Design & Engineering, Manufacture /Procurement, Supply, Installation, Testing and Commissioning including warrantee obligation with 05 (Five) years Comprehensive Operation and Maintenance of 10MW (AC)[Minimum12MW DC]capacity of ground mounted Solar Photovoltaic Power Plant at Gangapur (Ph –I & II), Rajnagar,Birbhum, West Bengal, as per NleT No: WBSEDCL/SPGD/10 MW SPVPP/Gangapur-Ph I & II/2022-23/NIT-36 Date: 22.08.2022
	Project cost	Package-1 (Gangapur-Phase I): Rs. 62.29 crore, Package-2 (Gangapur-Phase II): Rs. 62.29 crore. (Cost excluding of GST)
2(i)		Eligibility Criteria of Applicants
	a.	The bidder must be a legal entity registered in India under the Company Act, 1956/ 2013 and must have a registered office in India. Intending eligible bidders desirous of participating in the tender will have to be enrolled and registered with the Government e-Procurement System and may like to log on to the website https://wbtenders.gov.in for the above tender. A Bidder shall not have a conflict of interest. Any Bidders found to be having a conflict of interest shall be disqualified. As per tender documents.
	b.	Each contractor is required to obtain Digital Signature Certificate (DSC) for submission of bids from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount. Details
	c.	Net Worth for the last four financial years should be positive. Net worth means sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets.

	d.	<p>The bidder shall have the credential of satisfactory execution of contract(s) in planning, design and engineering, manufacture/ procurement, supply, installation, testing and commissioning with comprehensive operation and maintenance of at least</p> <ul style="list-style-type: none"> i) 01 (one) no. 50% or ii) 02 (two) nos. 40% or iii) 03 nos. 30% <p>of proposed plant capacity Grid Connected Solar PV Project or higher capacity of similar project in each case during preceding 05(Five) years upto the Bid submission start date. of any Central/ State Govt/ Local Body/ PSUs/Reputed Corporate in last 05 years,</p>
	e	<p>The bidder should not have been blacklisted nor had any Contract Terminated by any Central /State Government Department or Central/State Public Sector Units (PSUs), nor insolvent nor bankrupt nor having had any govt. tender abruptly terminated.</p>

f	<p>(a) The bidder shall have the credential of satisfactory execution of contract(s) in planning, design and engineering, manufacture/ procurement, supply, installation, testing and commissioning with comprehensive operation and maintenance of at least 01 (one) no. 50% or 02 (two) nos. 40% or 03 nos. 30% of proposed plant capacity Grid Connected Solar PV Project or higher capacity of similar project in each case during preceding 05(Five) years up to the Bid submission start date. In case of bidders applying for more than one bid (package) shall have to satisfy the technical credentials as above for cumulative capacity of the packages applied for.</p> <p>(b) The plant(s) should have been operating successfully for minimum 01 (one) year up to the Bid submission start date. The bidder should furnish documentary evidences of satisfactory performances of the said works/projects by way of submission of completion and performance certificates issued by the purchaser (Plant/Substation Owner) up to the Bid submission start date. The certification by the bidder for his own work shall not be acceptable.</p> <p>(c) Bids may also be submitted by joint venture farms/consortium (having not more than two partners with one partner as lead partner) with requisite technical qualification of the Members of the JV as mentioned below: At least one of the partners(s) of the joint venture/consortium should fulfil the requirements set forth in Para 7.2 (a) and 7.2 (b) above.</p> <p>(d) Bidder should submit, in support to the above, the list of works/projects completed/commissioned along with work order/ LOI and the successful commissioning/completion certificates from the purchaser/employer.</p> <p>(e) The bidder should submit a list of contracts of similar nature presently under execution giving details of client, completion time, scope and value of work.</p> <p>(f) A list of key professionals is to be furnished by the bidder as the Project Team Structure for the proposed work mentioning their experience and qualification.</p> <p>(g) The bidder shall have to possess Electrical Contractors License issued by statutory Authority in Central/State Level. In case of JV/Consortium Bidders, any of the constituent members should have the said licence for participating in the Tender. A copy of the License shall have to be uploaded in the specified folder of the e-tender and also to be furnished along with the Bid hard copy.</p> <p>(h) Bid submitted by a joint venture/consortium having not more than 2 (two) partners with one partner as lead partner, as per stipulated Qualification Requirements in Clause no. 7 of ITB shall comply with the following requirements:</p> <ul style="list-style-type: none"> • One of the partners shall be authorised by the other member of the JV/Consortium, for performing key role in execution of the contract and shall be designated as Lead Member; this authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories as per Proforma-3. • The bid shall be signed by the authorised representative of the Lead Member. • The lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture, and the entire execution of the contract, including payment, shall be done exclusively with the leader, provided otherwise requested by the joint venture and agreed between the Employer and the leader. • All partners of the joint venture/Consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms. • A Joint Venture/Consortium Agreement entered into by the partners shall be submitted with the bid as per Proforma-2, including inter-alia delineation of responsibilities and obligations of each partner appended thereto, notwithstanding the joint and several liabilities. • The Joint Venture/Consortium Agreement should indicate precisely the responsibility of all members of JV/Consortium in respect of planning, design, manufacturing, supply, installation, commissioning and training. • All members of JV/ Consortium should have active participation in execution during the currency of the contract. This should not be varied/modified subsequently; and • In order for a joint venture / Consortium to qualify, each of its partners or combination of partners must meet the minimum criteria listed in the Qualification Requirement for the Bidder in Clause no.7 of ITB for an individual Bidder for the component of the contract they are designated to perform. Failure to comply with those requirements will result in rejection of the joint venture bid. • A farm can be a partner in only one joint venture/Consortium; bids submitted by joint ventures/Consortium including the same farm as partner will be rejected. <p>** In case a bid is submitted by a Joint Venture (JV)/Consortium, all the partners of the JV/Consortium shall meet, individually, the qualification set forth at Para 7.3(a), 7.3(b), 7.3(c) and 7.3(f) above and collectively the requirement of Para 7.3(d) and 7.3(e) above. The figures for each of the partner of the joint venture shall be added together to determine the bidder's compliance with the minimum qualifying criteria set out in Para 7.3(d) and 7.3(e) above; however, for a joint venture the partner(s) of joint venture for this EOI must meet minimum criteria.</p>
---	---

g	Rate of all schedules is to include all taxes. No escalation on rate will be entertained.
h	Type of Tender: Open Tender. Two Packet Systems. (Part-I Techno commercial bid and Part -II Financial/Price Bid)
i	The bid should be valid for 180 days, or, as per end Customer's requirement.
j	The bidder has to arrange satisfactory training to the end customer representatives free of cost, as per original tender
k	Successful Bidder is to submit EMD 1. Package-1 (Gangapur-I): Rs. 1,25,00,000/- (Rupees One Crore Twenty-five lakh only) 2. Package-2 (Gangapur-II): Rs. 1,25,00,000/- (Rupees One Crore Twenty-five lakh only) within 02 days by DD favouring ITI Ltd. or online fund transfer which is refundable back-to-back. from end customer, through ITI.
l	Successful bidder has to submit Security & PBG as per end customer if ITI is awarded the work
m	This EOI has Cost of its Document Processing = Rs.5000/- + GST (@18%) payable online & non-refundable.
Checklist of documents/information to be submitted:	
a.	Company Profile
b.	Certificate of Incorporation
c.	Memorandum & Articles of Association
d.	Audited financial statements for years (2018-19, 2019-20 & 2020-21)
e.	Certificate from Statutory Auditor /CA specifying annual turnover for (2018-19, 2019-20 & 2020-21)
f.	Copies of work Order with clear Scope of work / client Certificate
g.	Auditors Net worth certificate for years (2018-19, 2019-20 & 2020-21)
h.	Quality certificate, if any relevant is available.
i.	Details of technical manpower with certification.
j.	GST Registration Certificate
k.	Copy of PAN Card
l.	CIN (Corporate Identity Number), if applicable
m.	Income Tax returns for the last 03 financial years (2018-19, 2019-20 & 2020-21)
n.	Funding Plan indicating how the fund will be mobilized for the implementation of the project (in company's Letterhead)
o.	Authorization letter in the company Letterhead authorizing the bid signatory of this EOI
p.	Undertaking in Letterhead as per Annexure I
q.	Bidders Details as per Annexure II
r.	Clause by clause compliance of EOI terms with documents as per Annexure III
s.	Price Bid as per Annexure-IV
t	Pre-Contract Integrity Pact as per Annexure-V
u	Procedure of online Bid Submission as per Annexure-VI
v	Undertaking (on Letterhead) as per 2(i) / f & 2(i) k, l
w	Undertaking (on Letterhead) as per clause 14
x	Undertaking (on Letterhead) as per clause 15
y	Undertaking (on Letterhead) as per clause 16

B		EOI document cost = Rs 5000.00 + GST (@18%) online (non-refundable)
C	Fin	Consolidated Margin Offered in Percentage (%) on ITI billing value (Excluding Taxes) to be submitted as per Annexure – IV.

Note:

It is a OPEN TENDER. Financial Bid, which is to be password protected, will be opened only for the technically qualified bid. There should be a mentioning of “**Agency to bid for the work of Design & Engineering, Manufacture /Procurement, Supply, Installation, Testing and Commissioning including warrantee obligation with 05 (Five) years Comprehensive Operation and Maintenance of 10MW (AC) [Minimum12MW DC] capacity of ground mounted Solar Photovoltaic Power Plant at Gangapur (Ph –I & II), Rajnagar,Birbhum, West Bengal. NleT No: WBSEDCL/SPGD/10 MW SPVPP/Gangapur-Ph I & II/2022-23/NIT-36 Date: 22.08.2022 with EOI No. 200-2223-SPVPP-WBSEDCL-GANGAPUR Date: 28-09-2022** which is to be addressed / submitted to **General Manger, ITI Limited, 22 Chittaranjan Avenue, Kolkata-700072.**

1. The BID will be rejected, if the ITI margin is not offered and offered margin is not mentioned in a separate sealed financial cover.
2. **Technical bids will be opened on 18.10.2022 at 13:00 hrs. (Part – A). For Part – B: To be notified later.**
3. Financial Bid opening will be done after the evaluation of Technical bid (Only for technically qualified bidders).
4. Bid should be valid for a period of **180 days** from the date of opening of EOI response & may be further extended with the mutual consent of the respective firms and ITI for further 3 months.
5. Conditional offers are liable for rejection.
6. The Bidders should give Clause by clause compliance (as per annexure III) of EOI with references supporting documents; otherwise the offers are liable for rejection.
7. Payment to the successful bidder shall be made after deducting the offered margin and the statutory taxes including TDS 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 (i.e back to back).
8. Margin offered should be firm throughout the contract irrespective of reason, what so ever, including the exchange rate fluctuation.
9. The vendor to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
10. System Integrators should be in a position to bring reputed OEMs who meet the tender eligibility conditions and acceptance by Inspection Authority mentioned.
11. 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 system integrator at latter’s cost and expenditure.
12. **The technical bid must contain the whole EOI documents 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.**

13. Undertaking (on Letterhead) to work with ITI as per EOI/Tender terms and conditions including warranty & post-warranty services and implementation of the project, as per the need of the end customer, in the event of ITI winning the contract.

14. Undertaking (on Letterhead) to submit **EMD /Security Deposit & PBG as per original tender.**

15. Undertaking (on Letterhead) of ‘No Objection/No Claim/No Compensation’ from ITI Limited if this EOI is cancelled at any stage of evaluation process by ITI or the tender is cancelled by end Customer.

16. Pre-Contract Integrity Pact duly signed & sealed by the bidder must be submitted along with the offer. Otherwise, offer will not be considered for evaluation.

17. Maximum 2-party Consortium/ Joint Venture bids will be allowed for this EOI, as ITI shall remain the lead partner to the original tender.

18. **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.

19. **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 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.

20. **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.

21. ITI will not consider any or all of the bids if they are not meeting EOI requirements. However, clarification in this regard, if required, will be given. The interested SIs may like to discuss the customer tender related information, EOI Bidding Conditions, Bidding Process and clarifications, if any with the following officials: -

Mr. S. S. Maitra DGM(MM & Mktg)-MSP/ EZ Mob. No.: 9239207785

Mr. P. Gupta, AGM(Mktg & HR)-MSP/EZ Mob No.: 9432233188

22. The **EOI** may be sent marked **Agency to bid for the work of** Design & Engineering, Manufacture /Procurement, Supply, Installation, Testing and Commissioning including warrantee obligation with 05 (Five) years Comprehensive Operation and Maintenance of 10MW (AC) [Minimum12MW DC] capacity of ground mounted Solar Photovoltaic Power Plant at Gangapur (Ph –I & II), Rajnagar, Birbhum, West Bengal as per **NleT No: WBSEDCL/SPGD/10 MW SPVPP/Gangapur-Ph I & II/2022-23/NIT-36 Date: 22.08.2022** with **EOI No. 200-2223-SPVPP-WBSEDCL-GANGAPUR Date: 28-09-2022** which is to be addressed / submitted to **General Manger, ITI Limited, 22 Chittaranjan Avenue, Kolkata-700072.** through the ITI e-Wizard Portal (<https://itilimited.euniwizarde.com>)

Undertakings (To be in Bidder's Letter Head)

M/s..... do here by undertake the following:

1. are not blacklisted nor have any Contract Terminated by Central Govt./ any State or UT Govt/ PSU/ organized sector in India as on submission of **EOI** proposal.
2. that we shall work with ITI as per this **EOI** and Customer Tender terms and conditions. Also we agree to implement the project (scope of work as per Tender terms and conditions including investment) covering warranty & post-warranty services, maintenance etc, in the event of ITI winning the contract that we shall submit EMD & Performance Bank Guarantee as per original Tender terms & conditions.
3. that we will be equipped with the required manpower with qualifications, certifications and experience as required in the customer tender.
4. that we will be able to give the proposed solution.
5. to get required certificate & support (warranty & post-warranty/ maintenance) in the name of ITI from the OEM as per customer tender requirement.
6. to obtain relevant statutory licenses for operational activities.
7. to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc. as charged by the customer.
8. to undertake to arrange to sign agreement with OEM and ITI as per order requirement
9. that OEMs who meet the eligibility and other conditions as per customer tender requirement, will be finalized by us and produce the required eligibility documents and other related documents of the OEM ensuring acceptance of Inspection Authority indicated.
10. that we agree to take the responsibilities covered in the agreement (on back-to-back basis) to be signed between ITI & OEM (if required) as per customer tender conditions.
11. not to partner with any other organization for addressing this EOI.
12. to accept payment terms on back-to-back basis. Penalties, if any, will be borne by us.
13. to agree that ITI may take any punitive action as deemed fit, including forfeiture of EMD / Security submitted by us, if it is found that any of the documents / information provided by us (to meet the tender requirement including eligibility) is wrong/ forged/ misleading at any stage of tender processing / evaluation. The decision of ITI regarding forfeiture of the EMD shall be final and shall not be called into question under any circumstances are not blacklisted by Central Govt./ any State or UT Govt/ PSU/ organized sector in India as on submission of EOI proposal.

SPECIAL TERMS AND CONDITIONS

1. For tenders / orders 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. The bid preferably should be spiral bounded and each page should be serial numbered.
4. ITI reserves the right to undertake services likes installation and commissioning activities, Annual Maintenance Contract (AMC) etc. up to 50%
5. 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.
6. All activities like Proof of concept on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of agencies.
7. Agencies will be responsible for any short coming in the BOM and the same should be rectified free of cost.
8. Agencies should be willing to sign an exclusive agreement with ITI for smooth execution of the project.
9. All commercial terms will be as per terms set by ITI.
10. Earnest Money Deposit (EMD) / Bid security / Performance BG required for submitting the bid will be borne by the selected agency.
11. Performance Bank Guarantee (PBG) will be shared among all the work executing agencies depending upon the ratio of order value
12. All CVC circulars/ Statutory guidelines as applicable needs to be followed.
13. Margin to ITI would be payable on Supply, Installation, Testing, Commissioning, warranty/ maintenance and AMC services undertaken by the selected agency for the project.

Signature of Bidder

Bidders 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 Cr)	'18-'19	'19-'20	'20-'21
5.	Date of Incorporation			
6.	GST Registration number			
7.	PAN Number			
8.	CIN Number, if applicable			
9.	Number of technical manpower in company's rolls			

Compliance Statement

2

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

Annexure-IV

PRICE BID

EOI No. 200-2223-SPVPP-WBSEDCL-GANGAPUR

Date: 28-09-2022

Due Date of Submission: 26.09.2022 at 16:00 Hrs.

Nature of Work : Design & Engineering, Manufacture / Procurement, Supply, Installation, Testing and Commissioning including warrantee obligation with 05 (Five) years Comprehensive Operation and Maintenance of 10MW (AC) [Minimum12MW DC] capacity of ground mounted Solar Photovoltaic Power Plant at Gangapur (Ph –I & II), Rajnagar, Birbhum, West Bengal. per **NleT No: WBSEDCL/SPGD/10 MW SPVPP/Gangapur-Ph I & II/2022-23/NIT-36 Date: 22.08.2022**

OFFERED NET MARGIN (NET OF TAX) TO ITI →

Description of 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)
EOI FOR SELECTION of Agency to bid for the work of Design & Engineering, Manufacture / Procurement, Supply, Installation, Testing and Commissioning including warrantee obligation with 05 (Five) years Comprehensive Operation and Maintenance of 10MW (AC) [Minimum12MW DC] capacity of ground mounted Solar Photovoltaic Power Plant at Gangapur (Ph –I & II), Rajnagar, Birbhum, West Bengal. per NleT No: WBSEDCL/SPGD/10 MW SPVPP/Gangapur-Ph I & II/2022-23/NIT-36 Date: 22.08.2022		
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 & end customer.		

Signature of authorized person of the bidder:

Place:

Date:

Full Name in Block Letter:

Seal of Company

PRE-CONTRACT INTEGRITY PACT

EOI No:

Scope of Work:

Tender No.:

Tender Value:

GENERAL

This pre-bid pre-contract agreement (hereinafter called the Integrity Pact) is made on..... day..... .. of the month of , 2021 between, ITI Limited, having its Registered & Corporate office at ITI Bhavan, Dooravaninagar, Bangalore – 560016 and established under the Ministry of communication & IT, Government of India, (hereinafter called the "Principal"), which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman & Managing Director, Directors, Officers or any of them specified by the Chairman & Managing Director in this behalf and shall also include its successors and assigns)
ON THE ONE PART

AND:

(hereinafter called the "Bidder(s)/Contractor(s),
which term shall unless excluded by or is repugnant to the context be deemed to include its heirs,

representatives, successors and assigns of bidder/contract on the Second Part.

Preamble

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

In order to achieve these goals, the Principal has appointed an Independent External Monitor(IEM), who will **monitor** the tender process and the execution of the contract for compliance with the principles as mentioned herein this agreement.

WHEREEAS, to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact the terms and conditions of which shall also be read as integral part and parcel of the Tender Documents and contract between the parties.

NOW THEREFORE, IN CONSIDERATION OF MUTUAL CONVENANTS STIPULATED IN THIS PACT THE PARTIES HEREBY AGREE AS FOLLOWS AND THIS PACT WITNESSETH AS UNDER:

Section 1—COMMITMENTS OF THE PRINCIPAL

1.1 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 the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
- b. The Principal will, during the tender process treat all bidders(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 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.

1.2 If the Principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Actor if there be a substantive suspicion in this regard in the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/Regulations.

SECTION2--COMMITMENTS OF THE BIDDER/CONTRACTOR

2.1 The Bidder(s)/ Contractor(s) commits himself to take all measures necessary to prevent

corruption. He commits himself observe the following principles during the participation in the tender process and during the execution of the contract.

- 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(s)/ Contractor(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to 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 IPC/PC Act, further the bidder(s)/ contractor(s) will not use improperly, for purposes of competition of 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 the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The Bidder(s)/ Contractor(s) will not bring any outside influence and Govt. bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

SECTION 3--- DISQUALIFICATIONS FROM TENDER PROCESS & EXCLUSION FROM FUTURE CONTRACTS

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

3.2 If The Bidder(s)/ Contractor(s), has committed a transgression through a violation of Section -2 of the above, such as to put his reliability or credibility in to question, the Principal shall be entitled to exclude including blacklisting for future tender/contract award process. The imposition and duration of the exclusion will be determined by the severity of transgression.

The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the Bidder(s)/ Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

3.3 The Bidder(s)/ Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal'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. The undertaking is given freely and after obtaining independent legal advice.

3.4 A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.

3.5 The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however the Bidder(s)/ Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.

3.6 On occurrence of any sanctions/disqualifications etc. arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not entitled for any compensation on this account.

3.7 subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s) can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

SECTION 4- PREVIOUS TRANSGRESSION

4.1 The Bidder(s)/ Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/ transparency International(TI) approach or with any other Public Sector Enterprises/Undertaking in India of any Government Department in India that could justify his exclusion from the tender process.

4.2 If The Bidder(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section-5 of this Pact.

SECTION-5 COMPENSATION FOR DAMAGE

5.1 If the Principal has disqualified the Bidder(s)/ Contractor(s) from the tender process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.

5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

SECTION-6- EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.

6.2 The Bidder(s)/ Contractor(s) undertakes to get this Pact signed by its sub-contractor(s)/sub-vendor(s)/associate(s), if any, and to submit the same to the Principal along with the tender document/contract before signing the contract. The Bidder(s)/ Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its sub-contractor(s)/sub-vendor(s)/associate(s).

6.3 The Principal will disqualify from the tender process all bidders who do not sign this Integrity Pact or violate its provisions.

SECTION7—CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)/ CONTRACTOR(S)

7.1 If the Principal receives any information of conduct of a BIDDER(S)/ CONTRACTOR(S) or sub-contractor/sub-vendor/associates of the BIDDER(S)/ CONTRACTOR(S) which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

SECTION8—INDEPENDENT EXTERNAL MONITOR(S)

8.1 The Principal appoints competent and credible Independent External Monitors(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extend the parties comply with the obligations under this pact.

8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will also grant the Monitor, upon his request demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/ Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the

Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. 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 specific manner, refrain from action tolerate action.

8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within -----to----- weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the Principal 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.

8.7 The word 'Monitor' would include both singular and plural.

8.8 Details of the Independent External Monitor appointed by the Principal at present is furnished below:

Shri Javeed Ahmed, IPS (Retd.)

M-1101, Shalimar Gallant Apartment

Vigyanpuri Mahanagar

Lucknow-226006

Mobile : 8527249595 // Email : javeed60@yahoo.com

SECTION 9—FACILATION OF INVESTIGATION

9.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/ Contractor(s) and the Bidder(s)/ Contractor(s) shall provide necessary information and documents in English and shall extend all help to the Principal for the purpose of verification of the documents.

SECTION 10—LAW AND JURIDICTION

10.1 The Pact is subject to the law as applicable in Indian Territory. The place of performance and jurisdiction shall be the seat of the Principal.

10.2 The actions stipulated in this 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.

SECTION 11- PACT DURATION

11.1 This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/guarantee period of the project/work awarded, to the fullest satisfaction of the Principal.

11.2 If the Bidder(s)/ Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Bidder(s)/ Contractor(s).

11.3 If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

SECTION 12-OTHER PROVISIONS

12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate Office of the Principal at Bengaluru.

12.2 Changes supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.

12.3 If the Bidder(s)/ Contractor(s). or a partnership, the pact must be signed by all consortium members and partners.

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

12.5 Any disputes/difference arising between the parties with regard to term of this pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.

12.6 The action stipulates 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.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of witnesses:

For PRINCIPAL
(Name & Designation)

For BIDDER(S)/CONTRACTOR(S)
(Name & Designation)

Witness

Witness

1)

1)

PROCEDURE FOR SUBMISSION OF TENDER

The bidders are required to submit soft copies of their bid electronically on the ITI e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the ITI e-Wizard Portal. For more information, bidders may visit the ITI e-Wizard Portal <https://itilimited.euniwizarde.com>

1. REGISTRATION PROCESS ON ONLINE PORTAL

- a. Bidders to enroll on the e-Procurement module of the portal <https://itilimited.euniwizarde.com> by clicking on the link “Bidder Enrolment” as per portal norms.
- b. The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Wizard Portal.
- c. Bidders must provide the details of PAN number, registration details etc as applicable and submit the related documents. The user id will be activated only after submission of complete details. The activation process will take minimum 24 working hours. After completion of registration payment, you can also send your acknowledgement copy on our help desk mail id ewizardhelpdesk@gmail.com for activation of your account.
- d. Bidders to register upon enrolment their valid Digital Signature Certificate (DSC: Class III Certificates with signing key and encryption usage) issued by any Certifying Authority recognized by CCA India with their profile.
- e. A bidder should register only one valid DSC. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others, which may lead to misuse. Foreign bidders are advised to refer “DSC details for Foreign Bidders” for Digital Signature requirements on the portal.
- f. Bidder then logs in to the site through the secured login by entering their user ID/password and the password of the DSC / e-Token.

2. Tender Document Search

- a. Various built-in options are available in the e-Wizard Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
- b. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, a form of contract, location, date, other keywords, etc. to search for a tender published on the Online Portal.
- c. Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective ‘**Interested Tenders**’ folder. This would enable the Online Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- d. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

3. Bid Preparation

- a. Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- b. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
- d. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/PNG, etc. formats. Documents in PDF format with maximum Five (5) Mb file can be uploaded.

4. Bid Submission

- a. Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b. The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c. Bidders must pay required payments (Form fee, EMD, Tender Processing Fee etc) as mentioned before submitting the bid
- d. Bidder to select the payment option mode as specified in the Schedule (EMD/FORM FEE Section) to pay the form fee/ EMD wherever applicable and enter details of the instrument.
- e. A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.
- f. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
- g. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- h. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- j. Kindly have all relevant documents in a single PDF file.
- k. The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.

5. Amendment of bid document

At any time prior to the deadline for submission of proposals, the institutions reserve the right to add/ modify/ delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

6. Instruction to Bidders

- a. Process for Bid submission through ITI Ewizard portal is explained in Bidder Manual. Bidders are requested to download Bidder Manual from the home page of website (<https://itilimited.euniwizarde.com>). Steps are as follows:

(Home page \implies Downloads \implies Bidder Manuals).

- b. The tenders will be received online through portal <https://itilimited.euniwizarde.com>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
- c. Possession of Valid Class III Digital Signature Certificate (DSC) in the form of smart card/ e-Token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://itilimited.euniwizarde.com>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available on the web site <https://itilimited.euniwizarde.com> under the link 'DSC help'.

Tenderers are advised to follow the instructions provided in the 'User Guide and FAQ' for the e- Submission of the bids online through the ITI e-Wizard Portal for e-Procurement at <https://itilimited.euniwizarde.com>

- d. The bidder has to **"Request the tender"** to portal before the **"Date for Request tender document"**, to participate in bid submission.
7. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
 8. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
 9. No deviation to the technical and commercial terms & conditions allowed.
 10. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bids