

ITI Limited  
REGIONAL OFFICE  
22 Chittaranjan Avenue  
KOLKATA-700072

Notice Inviting EOI for Selection of Backend Partner in **BA/Consortium** for Setting up of Information & Communication Technology (ICT) Labs and Implementation of the ICT Project (including provision of manpower) in 294 Schools in the State of Tripura on Build, Own, Operate and Transfer (BOOT) Model for Samagra Shiksha, Tripura, Education (School) Department, Government of Tripura

Ref: EOI No. 227-2223 – ICT Labs- Samagra Shiksha - Tripura

Date: 17.03.2023

ITI is undertaking various Turnkey Projects including Railways /Defense/RTO as well as Telecom sector BSNL and non-BSNL and various Government customers. Towards these business activities, ITI invites online Expression of Interest (EOI) from eligible business associates/vendors **to join in BA / Consortium with ITI** for Setting up of Information & Communication Technology (ICT) Labs and Implementation of the ICT Project (including provision of manpower) in 294 Schools in the State of Tripura on Build, Own, Operate and Transfer (BOOT) Model for Samagra Shiksha, Tripura, Education (School) Department, Government of Tripura as published by THE STATE PROJECT DIRECTOR, Samagra Shiksha Tripura Education (School)Department,Government of Tripura 3<sup>rd</sup> Floor, Shiksha Bhavan, Office Lane,Agartala\_\_(vide GeM Bid Number: GEM/2023/B/3265980 Dated: 14-03-2023)

Due Date for Submission of EOI is 06.04.2023 at 14:00 Hrs.

A	Technical Bid	
1)	<b>Scope of Work</b>	Selection of agency in <b>BA/Consortium</b> for Setting up of Information & Communication Technology (ICT) Labs and Implementation of the ICT Project (including provision of manpower) in 294 Schools in the State of Tripura on Build, Own, Operate and Transfer (BOOT) Model for Samagra Shiksha, Tripura, Education (School) Department, Government of Tripura.  Reference : GeM Bid Number: GEM/2023/B/3265980 Dated: 14-03-2023
	ESTIMATED PROJECT COST	Rs. 54.0960 Cr
2 (i)		<b>Eligibility Criteria of Applicants</b>
	a.	The bidder must be a legal entity registered in India under the Company Act, 1956/ 2013 or Partnership/ Proprietorship in India & functional for last 10 yrs .
	b.	The organization need to have minimum turnover Rs 18 Cr in FY's 2019-20,2020-21,2021-22 and should be a profit making company (profit after tax).
	c.	1) The Bidder should have required experience in executed/executing similar works as per following :- The work order value should be minimum <b>Rs. 25 Crore</b> and the number of Government schools should be minimum 200 in <b>single or two assignments</b> during the last 5 years) “ <b>Similar Work</b> “ means works related to establishment and maintenance –Work Order should have minimum 5 years of experience in the business of sale, supply, installation and maintenance of IT hardware and software for Educational purposes and implementation of ‘ICT in school’ Project / Smart Class Project in any State / Central Government Schools.. ( <b>Orders</b> are to be substantiated with clean <b>Completion Certificates</b> )

		2) Warranty and AMC support will be as per end customer
		3) Bidder to carry out site survey & submit report to ITI Limited at no extra cost.
	d	The bidder should produce relevant Certification, as per original tender
	e	Bidder to submit in Letterhead non-blacklisting, no record of fraudulent activities & that not under any debarment from participation in Govt. Tenders
	f	Bidder to submit Authorization of the Bid Signatory in Letterhead
	g.	i) Applicant should be an SI to source equipment from OEMs that can qualify and execute the original Tender. . (ii) <b>MAF</b> should be on the Letterhead of Original Manufacturer as and when required by end Customer, favouring <b>ITI Ltd.</b> , including after-sales & service supports throughout the Contractual period (including extended period) of ITI with the end customer.
	h.	To make up for Shortcoming in the Bill of Materials in the work awarded by End Customer, Implementation of recommendation by end customer, Equipment standard and specification, End of life of installed equipment, defect liability, repair/replacement of equipment during warranty period, "OKAYED" Certification, Scope of Work, Choice of OEM, Timelines & liaison with end customer (District & School Authorities) shall be bidder's responsibility
	i	Bidder should arrange for Helpdesk, monitoring & online support by opening an office near to site of execution, as given in the original Tender and shall be responsible for deliverables, security of all installed & supplied items and insurance charges as per original tender.
	j	Bidder should follow the <b>Corrigenda &amp; Guidelines</b> in original tender w.r.t. Configuration of Internet Routers, Penalty Clauses, Policies of Contract Extension and <b>declaring Manpower</b> in bid to this EOI with name, DOB, qualification & experience (in any organization) sufficient to qualify & execute the original tender
	k.	Bidder must have solvency of Rs.10 Cr.
	l.	<b><u>Bank Details of ITI Ltd., MSP-EZ / Kolkata</u></b> 1. Company : ITI Limited. 2. Company Address : 22 Chittaranjan Avenue, Kolkata-700072 3. Bank : Punjab National Bank 4. Branch : Chittaranjan Avenue 5. Branch Address : 31 Chittaranjan Avenue, Kolkata-700012 6. MICR : 700024011 7. IFSC : PUNB 0009100 8. A/c No.: 0091002100896950 A/c Type : Current
2 (ii)	<b>Checklist of documents/information to be submitted:</b>	
	a.	Company Profile
	b.	Certificate of Incorporation, Partnership Deed
	c.	Memorandum & Articles of Association
	d.	Audited financial statements for FY : 2018-19, 2019-20, 2020-21, 2021-22 & NETWORTH declaration
	e.	Copies of Work Order supported by Completion Certificates with Scope of work / client Certificate as per Clause 2(i)d

	f.	<b>Undertaking</b> as per Clauses: 2(i)/ e, g, h ,i, j
	g.	Copy of GST Registration Certificate & that of PAN Card
	h.	CIN (Corporate Identity Number), if applicable
	i.	Valid Income Tax returns for the FY : 2018-19, 2019-20, 2020-21, 2021-22
	j.	<b>Technical proposal and Implementation Plan</b> indicating how to execute the project, Funding Plan & Manpower are to be furnished
	k.	Authorization letter for the bid-signatory for this EOI
	l.	Undertaking in Letterhead as per Annexure I
	m.	Bidders Details as per Annexure II
	n.	Clause by clause compliance of EOI terms as per Annexure III
	o.	Price Bid as per Annexure-IV
	p.	Bank Details as per Annexure-V, Pre-Contract Integrity Pact as per Annexure-VI & Bid submission procedure as per Annexure-VII
	q.	<b>Undertaking</b> (on Letterhead) as per clause 13
	r,	<b>Undertaking</b> (on Letterhead) as per clause 14
	s	<b>Undertaking</b> (on Letterhead) as per clause 15
	t.	<b>Solvency Certificate</b> of Rs. 10 Cr.
	u.	EOI document cost - Rs 5900.00 incl. GST@18% (nonrefundable) should be submitted online <b>Note : Online Payments are to be made, before date of uploading as per Bank Details in 2(i)/ I with Proof of Fund Transfer contained in the bid to this EOI.</b>
	v..	Bid Validity of 210 days from DUE DATE is to be declared in Letterhead

**Note:**

It is a TWO BID TENDER. Financial Bid, which is to be password protected, will be opened only for the technically qualified bid. There should be a mentioning of

“online Expression of Interest (EOI) for Selection of agency in **BA/Consortium** for Setting up of Information & Communication Technology (ICT) Labs and Implementation of the ICT Project (including provision of manpower) in 294 Schools in the State of Tripura on Build, Own, Operate and Transfer (BOOT) Model for Samagra Shiksha, Tripura, Education (School) Department, Government of Tripura as per GeM Bid Number: GEM/2023/B/3265980 Dated: 14-03-2023 &

(i) EOI No. 227-2223 – ICT Labs- Samagra Shiksha - Tripura Date: 17.03.2023 and to be addressed / submitted to **Addl. General Manger, ITI Limited, 22 Chittaranjan Avenue, Kolkata-700072.**

1. The BID will be rejected, if the margin is not offered
2. Technical bids will be **opened at 14.30 hrs. On 06.04.2023.**
3. Financial Bid opening will be done for the evaluation of Technical bid after the latter is evaluated

4. Bid should be valid for a period of 210 days.
5. Conditional offers are liable for rejection,
6. The Bidders should give Clause by clause compliance (as per Annexure III) of EOI
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.
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 in the event of ITI winning the contract.
14. Undertaking (on Letterhead) to submit **EMD (Rs.1 Cr)** /Security Deposit in Bank Guarantee / FDR / DD / Banker's Cheque and PBG (@3% of Contract Value) as per ITI Requirement. *[Successful EOI-bidder will submit EMD & PBG (if ITI gets the work) which are refundable/ returnable from ITI back to back after end customer does it to ITI].*
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 the end Customer.
16. Pre-Contract Integrity Pact duly must be submitted along with the offer to make it worthy of evaluation
17. The Consortium with only one party / Joint Venture offers, proposing to make ITI as the Front Bidder, are allowed and Consortium Agreement shall be governed by ITI requirements.
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 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.

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: -

Shri P. Gupta, AGM, (HR & Mktg) MSP EZ, Phone No: 9432233188.

Shri S. S. Maitra, DGM (MM & MIS), Phone No: 9239207785

22. There should be a mentioning of

“online Expression of Interest (EOI) for Selection of in BA/Consortium for Setting up of Information & Communication Technology (ICT) Labs and Implementation of the ICT Project (including provision of manpower) in 294 Schools in the State of Tripura on Build, Own, Operate and Transfer (BOOT) Model for Samagra Shiksha, Tripura, Education (School) Department, Government of Tripura as per GeM Bid Number: GEM/2023/B/3265980 Dated: 14-03-2023

**&**

- (i) EOI No. 227-2223 – ICT Labs- Samagra Shiksha - Tripura Date: 17.03.2023 and to be addressed / submitted to **Addl. General Manger, ITI Limited, 22 Chittaranjan Avenue, Kolkata-700072** through the **ITI e-Wizard Portal** (<https://itilimited.euniwizarde.com>).

Annexure-I  
Undertakings (To be in Bidder's Letter Head)

.....do here by undertake the following:

1. are not blacklisted by Central Govt./ any State or UT Govt/ PSU/ organized sector in India as on submission of EOI proposal.
2. to 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 on back-to-back basis.
3. to submit tender fee, EMD (while submitting the bid to the customer) towards bid security  
(Bank Guarantee / Demand Draft/Online Payment from any Nationalized / Scheduled Bank)  
& Performance Bank Guarantee to customer / ITI (as decided by ITI) as per 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, we will provide EMD (while submitting the bid to the customer) & PBG to ITI as per ITI tender terms,
4. that we will be equipped with the required manpower with qualifications, certifications and experience as required in the customer tender.
5. that we will be able to give the proposed solution as required by the end customer..
6. to get required certificate & support (warranty & post-warranty/ maintenance) in the name of ITI from the OEM as per customer tender requirement.
7. to obtain relevant statutory licenses for operational activities.
8. to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc. as charged by the customer.
9. undertake to arrange to sign agreement with OEM and ITI as per customer tender requirement
10. 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 for customer bid submission.
12. hereby 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.
13. Not to partner with any other organization for addressing this EOI/tender.
14. To accept payment terms on back-to-back basis. Penalties, if any, will be borne by us,
15. Here by 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 upon question under any circumstances are not blacklisted by Central Govt./ any State or UT Govt / PSU/ Reputed organized sector in India as on submission of EOI proposal.

## SPECIAL TERMS AND CONDITIONS

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 likes 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. Agencies will be responsible for any short coming in the BOM and the same should be rectified free.
7. Agencies will sign an exclusive agreement with ITI for smooth execution of the project.
8. EMD & Bid security required for submitting the bid will be borne by the selected agency.
9. Margin to ITI would be payable on supply, I&C and AMC services undertaken by the selected agency and penalties shall be passed on to the bidder.
10. All disputes with the end customer are to be settled by the selected Agency and every clarification/ Presentation/ Demonstration sought by end customer is to be arranged free by the selected agency. Selected Agency shall also be responsible for implementation of recommendation from the end customer & liaison with them for smooth billing & Exit Management.

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 Website)				
3.	Area of business				
4.	Annual Turnover (Rs in Cr)	2018-19	2019-20	2020-21	2021-22
5.	IT Turnover (Rs in Cr)	2018-19	2019-20	2020-21	2021-22
6.	Date of Incorporation				
7.	GST Registration number				
8.	PAN Number				
9.	CIN Number, if applicable				
10.	Number of technical manpower in company's rolls				



**Annexure-III**

**Compliance Statement**

<b>S.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.				

PRICE BID

Ref.: EOI No. 227-2223 – ICT Labs- Samagra Shiksha - Tripura

Date: 17.03.2023

**Scope of Work** : Selection of agency in **BA / Consortium** for Setting up of Information & Communication Technology (ICT) Labs and Implementation of the ICT Project (including provision of manpower) in 294 Schools in the State of Tripura on Build, Own, Operate and Transfer (BOOT) Model for Samagra Shiksha, Tripura, Education (School) Department, Government of Tripura. (vide GeM Bid Number: GEM/2023/B/3265980 Dated: 14-03-2023).

Due Date of Submission: 06.04.2023 at 14:00 Hrs.

OFFERED NET MARGIN (NET OF TAX) TO ITI

<u>Description of Job</u>	<u>Net margin to ITI over quoted price to end customer (in %-age figure</u>	<u>Net margin to ITI over quoted price to end customer (in %-age words)</u>
Selection of in <b>BA / Consortium</b> for Setting up of Information & Communication Technology (ICT) Labs and Implementation of the ICT Project (including provision of manpower) in 294 Schools in the State of Tripura on Build, Own, Operate and Transfer (BOOT) Model for Samagra Shiksha, Tripura, Education (School) Department, Government of Tripura_ (vide GeM Bid Number: GEM/2023/B/3265980 Dated: 14-03-2023).		
he 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

Full Name in Block Letter:

DATE:

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 ..... , 2022 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 Act 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 JURIDICITION

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

For BIDDER(S)/CONTRACTOR(S)

(Name & Designation)

(Name & Designation)

Witness

Witness

1)

1)

Annexure-VI

## 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](mailto: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                      ~~Downloads~~                      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