

Notice Inviting EOI for Selection of System Integrator for Addressing the RFP for Planned Maintenance Agencies for BharatNet Phase-I (Package 4A & 4B) of end customer Bharat Sanchar Nigam Limited.

Ref: MSP-KTK/F/23-24/EOI-12

Date: 22/09/2023



ITI LIMITED
MSP-KARNATAKA / Regional Office
F-100, 2nd Floor, East Wing,
Dooravaninagar, Bangalore - 560 016.
CIN No: L32202KA1950GOI000640
Website: www.itiltd.in

1. Introduction

ITI Limited, a Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications, is a leading Telecom equipment manufacturer and solution provider in India. The major customers are BSNL, BBNL, MTNL, Defense, Paramilitary forces, Railways, Banks, Central & State Govt departments, Institutions and research organizations like ISRO.

ITI Limited has been undertaking various projects in all fields of telecommunications and information technology and also continuously deploying new technologies in the field of Telecom, ICT, Networking, e-Governance etc. ITI has diversified its operation and has been executing projects in the field of Smart Infrastructure (Smart Cities, Safe Cities, Smart Energy Meters, Smart Classrooms, Smart Poles etc), Bharatnet etc. ITI has been executing projects in latest technologies like GPON, OLT, ONT, OFC, HDPE etc.

ITI Limited would like to address the “Planned Maintenance Agencies for BharatNet Phase-I (Package 4A & 4B)”

Bidder can participate in all packages OR any one package

In this connection ITI Limited, invites Expression of Interest (EOI) from eligible bidders to work with ITI as a System Integrator on back to back basis for addressing the above tender opportunity and implementing the project as per their scope of work finalized with ITI.

2. Important Dates

Date of EOI Upload	22-09-2023
Pre-bid Meeting Date	26-09-2023, 11 AM through Video Conference (VC). The VC link will be shared to the interested bidders by email, on request to the below mentioned email Id. Queries if any can be send by email. Clarification/ corrigendum, if any will be uploaded after pre-bid meeting
Due Date for Submission of EOI	29-09-2023, 4 PM
Technical Bid Opening	29-09-2023, 4.30 PM
Bid security (EMD)	EMD BG of Rs 2 Cr for Package 4A & Rs.1 Cr for Package 4B in the form of Bank Guarantee as per Annexure-V (After selection only)
ITI Contact Person	Deputy General Manager- MSP-KTK, MSP-KARNATAKA / Regional Office, F-100, 2nd Floor, East Wing, ITI Limited,

	Dooravaninagar, Bengaluru– 560016, email: gsreenivasulu_crp@itilttd.co.in mmurali_crp@itilttd.co.in Mob: 9440306611 & 9482501476
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3. Scope of Work

For detailed scope of work & Bill of Material pl. refer tender document.

Tender details references are as below:

Bid Number: BSNL/BNO&M/PMA (4A&4B)/T-776/2023 issued on 13.09.2023

URL: http://tender.bsnl.co.in/bsnltenders/bsnltender/tender_live_view_detail.jsp?&tenderID=48066

4(i)	Eligibility Criteria of Applicants	
	a	Company Profile: The Bidder shall be Company incorporated /registered in India under Companies Act 1956/2013/ proprietorship/ partnership firm/ Limited Liability Partnership (LLP).
	b	Undertaking for willingness to work with ITI as per customer tender/ENQUIRY etc. terms and conditions
	c	Undertaking expressing willingness to sign MOU with ITI
	d	Undertaking to submit the cost of end customer Tender Fee an amount of Rs. 11,800/-.
	e	Undertaking to submit EMD BG of Rs. 2 Cr for Package 4A & Rs.1 Cr for Package 4B in the form of BG (as per Annexure V) in favour of ITI Limited valid for 12 months while submitting the bid to the customer & 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/Bid Security Declaration in place of Bank Guarantee to customer, bidder has to provide EMD (while submitting the bid to the customer) & PBG to ITI as per customer tender terms.
	f	The Bidder to bring OEM for different equipment who meets the OEM eligibility criteria as per customer tender requirement. The supporting documents as per OEM eligibility to be submitted during bidding of tender. Undertaking in this regard to be submitted

	g	Bidder should undertake to comply all the tender requirements including technical specifications
	h	<p>Bidder should have a minimum average annual turnover for last three (3) audited financial years (2020-21, 2021-22, 2022- 23)” are as follows:</p> <p>For Package 4-A (Non- MSE) Rs. 3 Cr For Package 4-A (MSE) Rs. 2.1 Cr</p> <p>For Package 4-B (Non- MSE) Rs.1.2 Cr For Package 4-B (MSE) Rs. 0.75 Cr</p> <p>In this regard please submit the CA certified Turnover, Newworth and annual reports for last three years</p>
	i	Undertaking that bidder shall ensure that OEM complies with restrictions on procurement under rule 144 (xi) vide order no: 06/18/2019-PPD dated 23rd July 2020 inserting Rule 144(xi) in GFRs 2017.
	j	<p>The Bidder should have executed commercial orders for “Laying, Installation, Testing, Commissioning of Underground Optical Fiber Cable of at least 24 fiber or more, PLB Duct and accessories of at least 15% of estimated package wise Route Kms” in last 5 years as on bid submission date. In case of Start UP/ MSEs, the required experience will be 10% of estimated package wise Route Kms.</p> <p>(or)</p> <p>Experience in IT/ITES/Networking projects, value of projects should meet in below categories, in last 5 years as on bid submission date.</p> <p>For Package 4-A (Non- MSE) Rs. 10 Cr For Package 4-A (MSE) Rs. 8.5 Cr</p> <p>For Package 4-B (Non- MSE) Rs.4 Cr For Package 4-B (MSE) Rs. 2.5 Cr</p> <p>PO & Completion documents should enclosed</p>
	k	The Bidder should have a capability of trenching and OFC laying of at least 20 km per day for the package. (Undertaking should submitted)
	l	Bidder can participate for Package 4A & 4B (or) either Package 4A or 4B, therefore undertaking should submit on participation for which package they are interested in technical bid.

	m	<p>Bidder should submit self-certificate with proper contact detail of clients along with PO reference and amount supplied (Details of End User - Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.). The same should be issued by authorized signatory of bidder.</p> <p>ITI reserves the right to verify the correctness of the client certificates (PO Copies/Work orders) and any other information submitted by the bidder in his offer.</p> <p>In case of any wrong information submitted by bidder, the bid will be rejected and subsequently the bidder will be blacklisted from doing any business with ITI Limited and EMD will be forfeited</p>
	n	<p>Bidder should submit write up on Implementation Plan and capability (how the technical and financial requirement of the project will be met) on how the project will be executed by the bidder</p>
	o	<p>Bidder shall submit a list of Key technical personnel with the required domain experience who will be associated in this project</p>

All undertakings should submit on bidder' company letter head

Please submit On Letter Head

4(ii) Gen eral	Please provide compliance for the following clauses	Compliance Yes / No
1	ITI reserves the right to quote & supply ITI manufactured products (in full or partial quantity) if BOM of Tender/Project contains ITI manufactured products.	
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	<i>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. (Not Applicable for this EOI)</i>	
5	All activities like Proof of concept/demo/presentation on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of bidders	
6	Bidder should be willing to impart required training to ITI engineers for undertaking services & execution of project	
7	Bidder will be responsible for any shortcoming in the BOM and the same should be rectified free of cost	
8	<i>Bidder should be willing to provide ToT for manufacture of offered products in ITI if the bidder is an OEM. Bidder/OEM shall give an undertaking for doing contract manufacturing of their proposed product at ITI manufacturing plant. (Not Applicable for this EOI)</i>	
9	Bidder should be willing to sign an exclusive agreement with ITI for smooth execution of the project	
10	All commercial terms will be as per the customer Tender/PO.	
11	Earnest Money Deposit (EMD) required for submitting the bid will be borne by the selected bidder.	
12	<i>Performance Bank Guarantee (PBG) will be shared among all the work executing bidders depending upon the ratio of order value (Not Applicable for this EOI)</i>	

13	Delivery Schedule: Delivery Schedule as per the customer Tender/ PO on back to back basis	
14	LD Clause: LD shall be as per ITI Clauses (<i>@ 0.5% of order value per week or part thereof subject to a maximum of 10% of the undelivered portion/ the order value (if the item(s) cannot be used unless full supply is made) or to cancel the order and purchase the materials from alternative source at the risk and cost of the supplier</i>) OR as per the customer PO/tenderclause whichever is higher.	
15	Payment Terms: a) Payment terms will be as per customer tender and will be done through an Escrow account on back-to-back basis. b) Payment to the vendor shall be done after deduction of all LD/recoveries imposed by customer (if any) and ITI's margin If there is any issue, vendor have to write to ITI with all the explanation & supporting documents.	
16	The bidder shall give an undertaking for the following: a. To extend a fully back to back partnership b. To support ITI as a SI partner and bid in this tender c. To support ITI for preparation of the tender, post bid clarifications, technical presentations and any other requirements as per tender. d. To make all arrangements and carry out Proof of Concept (PoC) at bidder's cost e. To submit Bid security in the form of Bank Guarantee & PBG on fully back to back basis	
4(iii)	Checklist of documents/information to be submitted:	
	a.	Company Profile
	b.	Certificate of Incorporation as per clause 4(i) a
	c.	Memorandum & Articles of Association
	d.	Audited financial statements for the last 3 years. FY 2020-21, 2021-22, 2022-23 CA certificate as per clause 4 (i) h
	e.	Auditors Net worth certificate as per clause 4(i) h
	f.	PO & Successful completion certificates in this regard shall be submitted for proof of experience as per clause 4(i) j Self-certificate with proper contact detail of clients as per clause 4(i) m
	g.	Undertaking as per clauses 4(i) b,c,d,e, f, g, i & kn and 4(ii) 16 in company letter head
	h.	Quality certificate like ISO 9001
	i.	GST Registration Certificate
	j.	Copy of PAN Card
	k.	CIN (Corporate Identity Number), if applicable
	l.	Authorization letter in the company letterhead authorizing the person signing the bid for this EOI and Power of Attorney (POA)

m.	Undertaking in letter head to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.
n.	Undertakings in Company letter head as per Annexure I
o.	Bidders Details as per Annexure II
p.	Clause by clause compliance of all EOI terms and conditions including 4(ii) General with references to supporting documents as per Annexure III
q.	Pre-Contract Integrity Pact as per Annexure-IV “Bidders participating in the EOI have to agree to sign Integrity Pact on placement of order / contract” “Those bidders who are not willing to sign Integrity Pact will not be considered for bid opening”
r.	Brief technical literature of the proposed solution
s.	Bid security Bank Guarantee format as per Annexure – V (EMD BG is to be submitted after selection)
t.	Write up on Implementation Plan and capability as per clause 4(i) n
u.	List of Key technical personnel as per clause 4(i) o

4(iv)	Financial Bid
	<p>A - Lumpsum Quote for supply and service items as per Schedule of Requirements (SoR) and Scope of Work (SoW) in INR (without Taxes)</p> <p>B - Margin to ITI as a percentage of A</p> <p>C - Absolute value of Margin = A*B</p> <p>D - Overall Quoted price = A-C</p> <ul style="list-style-type: none"> During evaluation bidders with least “D” will be considered as L1 The bid having higher value of “B” will be selected in case of tied D If the bidder is selected, during the final tender submission, the price to be quoted shall not be more than price “A” and the margin offered to ITI shall not be less than “B” <p>SoR & SoW as per Tender document and all clarifications & Amendments/ Corrigendum</p>

Special Conditions of EOI:

- No advance will be paid to the selected back-to-back partner, even though ITI is eligible to get advance from the customer being a front end bidder.
- The selected SI, who has partnered with ITI for a particular tender/ project shall not partner with any other lead bidder for the same tender/project
- The SI will be required to quote during the bidding process 3 MAF partners for each item with ITI as one of the MAF partner if ITI manufactures the same.
- After awarding the project to ITI, during implementation, the back to back partner shall give the first right of refusal to ITI for supply of items that are in the manufacturing range of ITI.

Note:

1. The Bidding (For both Technical and Financial Part of the Bid) would be subjected to an On-line / e-Tendering process. The prospective Bidders are requested to go through <https://itilimited.euniwizarde.com/> to understand the entire e-Tendering Process and follow the Registration and Bidding Process on <https://itilimited.euniwizarde.com/> as defined in the document. In case of any clarifications on e-tender portal, bidders may contact the portal helpdesk of <https://itilimited.euniwizarde.com/>.
2. The Technical Bid and financial bid shall be uploaded in e-procurement site of ITI Limited (<https://itilimited.euniwizarde.com/>). For submission of online bid and procedure to be followed, visit <https://itilimited.euniwizarde.com/>.
3. ITI's Tender document can be downloaded from ITI web site www.itiltld.in or CPP portal www.eprocure.gov.in. For uploading the bid proposal, all vendors have to register in our eProcurement portal (<https://itilimited.euniwizarde.com/>). When submitting the bid please state the tender ID.
4. Any clarifications regarding the tender can be obtained from Deputy General Manager- MSP-KTK, F-100, 2nd Floor, East Wing, ITI Limited, MSP-Karnataka/Regional Office, Dooravaninagar, Bengaluru– 560016, email: gsreenivasulu_crp@itiltld.co.in, mmurali_crp@itiltld.co.in. Mob: 9440306611 & 9482501476
5. Technical bids will be opened at **4.30 PM on 29/09/2023**
6. Financial Bid opening will be done after the evaluation of Technical bid (Only for technically qualified bidders).
7. Bid should be valid for a period of 180 Days from the date of opening of EOI response.
8. Conditional offers are liable for rejection.
9. The Bidders should give Clause by clause compliance (as per Annexure III) of all EOI terms and conditions with references to supporting documents; otherwise the offers are liable for rejection.
10. Payment to the successful bidder shall be made after deducting the offered margin and the statutory taxes payable to the Govt (Penalties if any levied by the customer will be passed on to the Successful bidder), only after the receipt of payment from the customer.
11. Margin offered should be firm throughout the contract irrespective of reason, what so ever, including the exchange rate fluctuation.

12. **Evaluation:** : SI will be selected on the basis of his offer as per financial bid format. Selected SI shall submit the EMD BG of Rs 2 Cr & 1 Cr respectively for Package 4-A, 4-B before bid submission to Customer. EMD BG format as per Annexure -V
13. **Indemnity:** The vendor to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer. LD/ Penalties incurred on account of delay in supply, product failure during warranty if any and deficiency in Warranty and AMC services attributable to the partner shall be borne by the partner
14. **Arbitration:** Any dispute arising out of this Agreement shall be settled and resolved as per the dispute resolution and arbitrations clause agreed between the Parties under the main Contract.
15. **Set Off:** Any Sum of money due and payable to the supplier under this contract may be appropriated by the purchaser or any other person contracting through the ITI and set off the same against any claim of the purchaser for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the purchaser.
16. The interested SI may like to discuss the customer tender related information, EOI Bidding Conditions, Bidding Process and clarifications, if any with the Deputy General Manager – MSP-KTK.
17. Consortium bids are not allowed
18. Companies interested to associate with ITI Ltd for this project shall have specialization and experience in OFC/IT/Networking Projects. The details of the projects executed by the company shall be given in the EOI response.
19. ITI will not consider any or all of the bids if they are not meeting EOI requirements.
20. Bidders participating in the EOI have to agree to sign Integrity Pact on placement of order / contract.
21. Those bidders not willing to sign Integrity Pact will not be considered for bid opening.
22. **Intellectual Property Rights:**
 - All deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the contractor under this contract shall become and remain the property of the procuring entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without: the procuring entity's prior written consent.

- The contractor shall, not later than upon termination or expiration of this contract, deliver all such documents and software to the procuring entity, together with a detailed inventory thereof.
 - The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.
23. **Late offer:** Any offer received after the prescribed timeline shall be rejected and shall be returned unopened to the Companies.
24. **Language of offers:** The offers prepared by the Company and all the correspondences and documents relating to the offers exchanged by the companies shall be written in English language.
25. 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.
26. **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.
27. **Purchaser's Right to accept any bid or to reject any or All Bids or to cancel the EOI:** ITI Limited reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.
28. **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.
29. **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.

30. **Accessibility of EOI Document:** Complete EOI document with terms and conditions is provided in the following websites

(i) <http://www.itilttd.in>

(ii) <https://itilimited.euniwizarde.com>

(iii) <http://eprocure.gov.in>

Undertakings (To be in Bidder's Letter Head)

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

1. are not blacklisted by Central Govt./ any State or UT Govt/ PSU/ organized sector in India
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 EMD in the form of bid security and Performance Bank Guarantee (..... % of contract value) to customer/ITI (as decided by ITI) as per Customer Tender terms & conditions.
4. that we will be equipped with the required manpower with qualifications, certifications and experience as mentioned in the customer tender.
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 sign MoU/Teaming Agreement, Integrity Pact with ITI for addressing the customer tender as per customer's tender terms and conditions.
8. to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
9. to support the offered equipment for a minimum period of 5 years including warranty and AMC
10. to supply equipment/components which conform to the latest year of manufacture.
11. The bidder should give certificate stating that all the hardware/ software supplied under the contract shall not contain any embedded malicious codes that could inhibit the desired functions of the equipment or cause the network to malfunction in any manner.

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)	2020-21	2021-22	2022-23
5.	Net Worth as on 31st March 2023			
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			

Compliance Statement

S.No	Clause No.	Clause	Compliance (Complied/ Not Complied)	Remarks with Documentary Reference



Annexure - IV

PRE-CONTRACT INTEGRITY PACT

(To be executed on plain paper and submitted along with Technical Bid/ EOI Documents. To be signed by the bidder and same signatory Competent/ Authorized to sign the relevant contract on behalf of the ITI Ltd).

EOI for.....vide ref No.....

This Integrity Pact is made onday of 2023

BETWEEN:

ITI Limited,having its Registered & corporate office at ITI Bhavan, Dooravani Nagar, Bangalore – 560016 India, and established under the Ministry of Communications & 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 include its successors and assigns) ON THE ONE PART
AND

M/s represented byChief Executive Officer (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 the bidder/contract ON THE SECOND PART.

Preamble

WHEREAS the Principal intends to enter into an MOU of partnering business opportunities of common interest and able to generate synergies in execution of such business for (name of the Stores / equipment / items). 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 EOI process and the execution of the contract for compliance with the principles as mentioned herein this agreement.

WHEREAS, 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 EOI Documents and contract between the parties.

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

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

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 EOI 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 EOI process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the EOI process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/ additional information through which the bidder(s) could obtain an advantage in relation to the EOI process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons. 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, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – 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 EOI 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 EOI 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 EOI process or during the execution of the contract).
- b. The bidder(s)/contractor(s) will not enter with other bidders/ contractors 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 onto 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) f 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 – DISQUALIFICATION FROM EOI PROCESS & EXCLUSION FROM FUTURE CONTRACTS

If the Bidder(s)/Contractor(s), during EOI 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 to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/Contractor(s) from the EOI process.

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 into question, the Principal shall be entitled exclude including blacklisting for future EOI/contract award process. The imposition and duration of the exclusion will be determined by the severity of the 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.

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.

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.

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.

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

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 EOI process.

4.2 If the Bidder(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the EOI 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 EOI 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 equivalent 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 liquidated 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 subcontractor(s)/sub-vendor(s)/ associate(s), if any, and to submit the same to the Principal along with the EOI 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 subcontractors/ sub-vendors / associates.

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

SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)/CONTRACTORS

7.1 If the Principal receives any information of conduct of a Bidder(s)/Contractor(s) or subcontractor/ 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.

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

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

Details of IEM appointed by IT1 are as under:

Shri Javeed Ahmad, IPS(Retd.)
M-1101, Shalimar Gallant Apartment
Vigyanpuri, Mahanagar, Lucknow-226006

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 and 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 or 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.

SECTION 9 - FACILITATION 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 JURISDICTION

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 extent law in force relating to any civil or criminal proceedings.

SECTION 11 – PACT DURATION

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.

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).

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 and 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.

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

12.4 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 date first done mentioned in the presence of the witnesses:

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

.....

Name Designation

Witness

1.

2.

Name Designation

1.

2.

BID SECURITY/ EMD Guarantee

(To be typed on Rs.100/- non-judicial stamp paper)

To,
ITI Limited,
Dooravaninagar,
Bangalore-560016.

Sub: Bid Security/EMD guarantee.

Whereas (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of **Rs./- (Rupees Only)** (hereafter known as the “B. G. Amount”) **valid up to** (hereafter known as the “Validity date”) in favour of ITI Limited, Bangalore (Hereafter referred to as ITI) for participation in the tender of work of

Now at the request of the Bidder, We..... Bank
.....Branch having
..... (Address) and Regd.office address as
.....
..... (Hereinafter called ‘the Bank’) agrees to give this guarantee as hereinafter contained:

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the ITI stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the ITI by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the ITI in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the “B.G. Amount”.

3. We undertake to pay to the ITI any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.

4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the ITI under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ITI certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We the Bank further agree with the ITI that the ITI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the ITI against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the ITI or any indulgence by the ITI to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything herein contained;

(a) The liability of the Bank under this guarantee is restricted to the “B. G. Amount” and it will remain in force up to its Validity date specified above.

(b) The guarantee shall stand completely discharged and all rights of the ITI under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

7. In case ITI demands for any money under this bank guarantee, the same shall be paid through banker’s Cheque in favour of “ITI Limited, Bangalore” payable at Bangalore.

8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not **Rs./- (Rupees
..... Only)**

2. This Bank Guarantee shall be **valid up to**

3. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before
(date of expiry of guarantee)

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

Telephone Numbers.

Fax numbers