



आईटीआईलिमिटेड / ITI LIMITED

एमएसपी कर्नाटक / MSP KARNATAKA / क्षेत्रीयकार्यालय / Regional Office

एफ -100, दूसरीमजिल F-100, 2<sup>nd</sup> Floor, पूर्वीविंग / East Wing

दूरवानीनगर, बंगलौर / Dooravaninagar, BANGALORE – 560016

CIN No: L32202KA1950GOI000640

**Ref: MSP-KTK/IT-MKTG/H/EOI-11/22-23**

**Date: 04/08/2022**

**Due Date for Submission of EoI is 17/08/2022 before 13:00 Hrs.**

**ईओआई/ Expression of Interest-2022-23/AUG-04**

ITI LIMITED, a Central Govt. PSU under the Ministry of IT & Communication invites EOI from Empaneled Partners (ITiSP) who are selected through our corporate EOI vide Ref: ITI/CORP-CM-ITiSP Dated: 01.06.2020. The interested vendors who are not empaneled are required to get empaneled through our website “ www.itiltd.in “.

ITI Limited Inviting an Expression of interest (EOI) for Selection of Business Associate (BA) for **SITC of IT Infrastructure Facilities** to end customer.

ईओआईसंदर्भसंख्या / E O I REFERENCE NO.	MSP-KTK/IT-MKTG/H/EOI-11/22-23, date 04-08-2022.
ईओआई @ बैंगलोरजिाकरनेकीअंलििलिलिऔरसिय Last date & Time for submission of EOI @ Bangalore	17-08-2022 @ 13:00 Hrs
ईओआईखुिनेकासियऔरलदनांक @ आईटीआईलिमिटेड, बैंगलोर Opening Time & Date of EOI @ ITI Limited, Bangalore	17-08-2022 @ 14:30 Hrs
कायाकावर्ान / Description of the work	<b>CCTV Surveillance System, Local Area Network, UPS Systems, Data and Telephone cabling</b>
Tender ref No. / Link	<b>CIAL/COMMN/CARGO/01</b> <a href="https://etenders.kerala.gov.in">https://etenders.kerala.gov.in</a>
लनलवदाशुल्क / Tender Fee	Rs. 2,000.00 (Rupees Two Thousand only) to be furnished in the form of DD or online payment along with the Bid.
बयानारालश / Earnest Money Deposit.	Rs. 5,00,000.00 (Rupees Five Lakhs only) to be furnished in the form of DD or Online Payment along with BID.
ईएिडीवैधि /EMD VALIDITY	180 days
पीबीजी /Performance Security/Security Deposit	As per Government guidelines 5-10% to be collected from selected Business Associate
Processing Fee	Will be intimated later
लनलवदािूल्य (लवज्ञालपि) / Tender/EoI Value (Estimated)	Rs. 2 Cr
अनुबंधनकाि /Contract period	As per end customer tender terms
रखरखावअवधि /Maintenance Period	As per end customer and Warranty Applicable

ईओआई निविदा दस्तावेज लागत / EoI document cost	Non-refundable processing fee of Rs. 3,000.00 (Rupees Three Thousand only) in form of demand draft drawn on any scheduled bank in favour of “ITI Limited, Bangalore”, payable at Bangalore  (Or)  Through NEFT Bank details as follows.  State Bank of India, Dooravaninagar Br, Bangalore 560016 A/c No. 39171445527 IFSC Code - SBIN0001438
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You may contact if any queries, details given below.

**The Deputy General Manager,  
ITI Limited,  
MSP-Karnataka / Regional Office  
F-100, 2nd Floor, Dooravaninagar,  
Bengaluru-560016.  
Ph No. : 080-25660522 , 080-25660530  
Email ID: ajayaerpul\_crp@itilttd.co.in  
naganandini\_robg@itilttd.co.in**

After evaluation of EOI, the eligible Empaneled Parter (ITiSP) will be called for further Techno-Commercial discussion for above scope of work. Finally selected Empaneled Parter (ITiSP) will be asked to submit EMD and Tender Cost as per end customer tender conditions. First right of refusal clause applicable to this EoI.

**> Regarding EoI/Tender Submission –submission can be done through online ITI Limited Tender wizard portal.**

<https://www.tenderwizard.com/ITILIMITED>

**\*Important\***

**Bids received without end customer tender document, EMD & EoI document cost which liable for rejection in stage-1 bid opening. It is mandatory for back to back work.**

The tender documents can be downloaded from the Company website [www. itilttd. in](http://www.itilttd.in) or <https://www.tenderwizard.in/ITILIMITED> and from Government portal [eprocure.gov.in](http://eprocure.gov.in)

**Corrigendum:** Any corrigendum/addendum/errata in respect of the above tender shall be made available at our official website [www.itilttd.in](http://www.itilttd.in). / CPPP or <https://www.tenderwizard.in/ITILIMITED> No further press advertisements will be given. Hence, all bidders are advised to check the ITI ltd website regularly. Documents submitted in connection with Pre-Qualification will be treated confidential and will not be returned.

- The Bidders (For both Technical and Financial Part of the Bid) would be subjected to an Online / e-Tendering process. The prospective Bidders are requested to go through

www.tenderwizard.com/ITILIMITED to ensure the entire e-Tendering Process and follow the Registration and Bidding Process on www.tenderwizard.com/ITILIMITED as defined in the document. In case of any clarifications on e-tender portal, bidders may contact the portal administrators of www.tenderwizard.com.

- The Technical Bid and financial bid shall be uploaded in e-procurement site of ITI Limited (www.tenderwizard.com/ITILIMITED). For submission of online bid and procedure to be followed, visit [www.tenderwizard.com/ITILIMITED](http://www.tenderwizard.com/ITILIMITED).
- All prospective Bidders have to register in our eprocurement portal (www.tenderwizard.com/ITILIMITED)

**ITI Ltd, MSP-Karnataka reserves the right to accept or reject in part or full, any or all the applications for this tender without assigning any reason.**

**Note : Bidder should review all the below clauses and compliance to be indicated YES / NO or else bid liable for rejection.**

Sl.no	Ref No:	Date:	
		<b>Compliance YES / NO</b>	<b>Page No.</b>
1	Name of the Organization (Company/Partnership firm/Proprietorship concern, etc.)		
	<b><u>Eligibility Criteria:</u></b>		
A	The Business Associate should be registered under the Companies Act, 1956, registered offices in India. Business Associate should have been operational in India for the last 5 financial years.		
B	The Business Associate should have an experience in Supply, installation, testing and commissioning of IT infrastructure facilities in any State Government, Central Government organizations/ PSUs, or any reputed corporate companies.		
C	<p>The Business Associate must have successfully completed any of the following during last 07 (seven) years.</p> <ul style="list-style-type: none"> <li>➤ Three similar works each costing not less than the amount equal to 30% of advertised value of the tender,</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>➤ Two similar works each costing not less than the amount equal to 40% of advertised value of the tender,</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>➤ One similar work each costing not less than the amount equal to 60% of advertised value of the tender</li> </ul> <p>Similar works means the Business Associate should have experience in Networking / Surveillance / CCTV.</p> <p>(Order copies and client satisfactory certificate should furnish along with Annexure-IV)</p>		

<b>D</b>	The Business Associate should have a local office at Kerala. Undertaking to be furnish for setup local office with in 15 days from the date of instruction.		
<b>E</b>	The Business Associate should have minimum average annual turnover of 30% of the estimated project values during each of the last three financial years (i.e. 2020-21,2019-20, 2018-19)		
<b>F</b>	The Business Associate should obtain the MAF from OEM and submit the same.		
<b>G</b>	The Business Associate should study and understand the end customer tender and undertake the all clause by clause compliance of the end customer tender terms & conditions, technical compliance on company letter head.		
<b>H</b>	The Business Associate should have valid ISO certificates i.e. ISO 9001:2015.		
<b>I</b>	Bids received without end customer tender processing fees, EMD & EoI document cost the bid will be rejected and there is no exemption allowed, it is mandatory for back to back works/services.		
2	Certificate reference of registration (Copy to be enclosed).		
3	Date of Incorporation/Registration.		
<b>A</b>	<i>Memorandum and Articles of Association/partnership deed (Copy to be enclosed)</i>		
<b>B</b>	<i>Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX,E- mail and Web site address.</i>		
4	Nature/type of work for which firm is registered.		
5	GST Registration no. (please enclose the certificate copy)		
6	PAN No. with IT returns (Please enclose the certificate copy).		
7	Annual turnover for last 3 Financial Years As per audited accounts.		
	a) Year..... (value to be indicated)		
	b) Year .....(value to be indicated)		
	c) Year .....(value to be indicated)		
8	Annual Profit For last 3 financial Years for Audited accounts.		
	a) Year ..... (value to be indicated)		
	b) Year ..... (value to be indicated)		
	c) Year ..... (value to be indicated)		

9	Net worth as per audited accounts for last financial year in Lakhs. (Should have positive) (Issued byCA)		
10	Solvency certificate issued during the last six months (copy to be submitted)		
11	Past experience of handling projects/similar works(Business category – wise Please enclose the Copies of PO’s completion/appreciation letters.		
12	Amount and details of PO’s received.		
13	Amount and details of PO Executed/completed along with completion certificates.		
14	Previous experience with ITI Limited if any.		
15	Product/Project wise business projection for the next two years with value.		
16	Acceptance for submitting: A. Tender cost, Transaction Fee, EMD (selected bidder will be asked to submit theTender cost, Transaction Fee, EMD). B. PBG/SD, Corpus fund (Selected bidder will be asked to submit the PBG/SD at the timeLOA/LOI).		
17	Acceptance for all technical, payment and otherTender terms and conditions including SD/PBG of end customer on fully back-to-back basis.		
18	Additional credit period to ITI Limited if any, from the date of payment received from customer.		
19	Man power details:		
	a) Technical (Require to submit manpower details as per EOI).		
	b) Non-technical – (Require to submit manpower details as per EOI).		

20	<p>I. Supply: ITI reserves the right to take up 30% of supply portion of work.</p> <p>II. Installation &amp; Commissioning:</p> <ul style="list-style-type: none"> <li>a. ITI reserves the right to take up the 30% of work on its own which will be decided at the time of contract agreement/PO on bidder and Margin shared to ITI Limited will be on balance 70% portion of the proportionate work only.</li> <li>b. Accepting of testing and commissioning will be back-to-back basis.</li> </ul> <p>III. AMC Services:</p> <ul style="list-style-type: none"> <li>a. ITI Products: AMC will be done by ITI Limited</li> <li>b. Non ITI Products: ITI Limited reserves the right to take up the 30% portion of work on its own which will be decided at the time of contract agreement/PO on bidder and ITI Limited margin will be shared on balance 70% portion of the proportionate work only.</li> </ul> <p>IV. AMC Materials:</p> <ul style="list-style-type: none"> <li>a. Rates to be arranged from OEM by ITiSPs</li> </ul>		
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	V. WARRANTY: Back-to-back as per terms and conditions of the end customer.		
21	<p>A. After submitting the offer to ITI Limited, if ITI Limited stood L1 and ITiSP refuse to execute the project the EMD will be forfeited &amp; work will be executed at the risk and cost of ITiSP</p> <p>B. After issuing the LOA if ITiSP failed to submit the SD/PBG within stipulated time specified in LOA, LOA will be deemed as cancelled and the work will be executed at the risk and cost of the ITiSP and EMD will be forfeited.</p> <p>C. IF the ITiSP failed to execute the project even after submission of SD/PBG, the project will be executed by ITI Limited at the risk and cost of ITiSP and SD/PBG, EMD will be forfeited.</p> <p>D. LD/Penalty: ITI Limited will have the full right to impose LD/Penalty on ITiSP/Bidder if the performance of ITiSP/Bidder is not satisfactory, irrespective of end customer terms and conditions.</p>		
22	Acceptance of validity of the quote as per the Terms and conditions of the RFP/Tender of the end customer.		
23	Any tax payment, which cannot be passed on to ITiSP as per back-to-back terms, will be paid by ITI Limited to ITiSP, as and when the same will be received by ITI Limited from end customer.		
24	ITiSP/Bidder should Indemnify the entire PO value of end customer, if awarded on them.		
25	ITiSP/Bidder should have office at Bangalore.		
26	<i>The bidder should not be blacklisted by any Central /State Government Department or Central/State Public Sector Units (PSUs) in India as on submission of EOI proposal. (Self-Certification for Non-Block-listing as per the Eligibility may be submitted. (Annexure - B)</i>		
27	After awarding LOA while executing the project, if any advance payment received by ITI Limited from end customer, same can be released to ITiSP/Bidder against 110% of Bank Guarantee.		

28	ITiSP has to submit Notarized Power of Attorney for Signing the EOI document and Board resolution for the same.		
29	Proof of concept (POC), Technical demonstration/Presentations to be arranged by the selected Bidder/ITiSP as per the end customer.		
30	<p>a. ITiSP should have strategic partnership with OEM to ensure in time supply of materials.</p> <p>b. <i>To provide undertaking for support warranty and Post warranty maintenance (documentary proof should be enclosed).</i></p>		
31	ITiSP/Bidder should submit the undertaking for OEM qualification criteria as per end customer.		
32	ITiSPs should be ready to submit the techno/commercial compliance and Price Bid of end customer within one day of intimation to them.		
33	Please mention the corporate empanelment ref. No and enclose the copy of the same		
34	Sub contract of works in any form will not be allowed.		



## **Annexure-I**

Undertakings (To be in Bidder's Letter Head)M/s do here by undertake the following:

1. 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.
2. 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 customer tender terms.
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 as required by the end customer.
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 Consortium Agreement /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. 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.
11. 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.
12. to provide Bank Guarantee (110% of value for the period till the advance is settled) for getting the advance payment if any, back-to-back.

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/ organized sector in India as on submission of EOI proposal.

#### **SPECIAL TERMS AND CONDITIONS**

1. The bid preferably should be spiral bounded and each page should be serial numbered
2. ITI reserves the right 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 H2bidder matches H1 margins offered, and wherever technically feasible.
3. All activities like Proof of concept on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of agencies.
4. ITiSP should be willing to impart required training to ITI engineers for undertaking services & execution of project.
5. ITiSPs will be responsible for any short coming in the BOM and the same should be rectified free of cost.
6. ITiSP should be willing to provide TOT for manufacture of offered products in ITI.
7. ITiSP should be willing to sign an exclusive agreement with ITI for smooth execution of the project.
8. All commercial terms will be as per the RFP/PO.
9. All CVC circulars/Statutory guidelines as applicable needs to be followed.
10. Margin to ITI would be payable on supply, I&C and AMC services undertaken by the selected agency for the project.
11. All experiences regarding eligibility criteria will be pertaining to experience in India only. Experience outside India will not be eligible for qualifying under this tender.
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) 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.

15. 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.
16. 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.
17. 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.
18. 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 ITiSP may like to discuss the customer tender related information, EOI Bidding Conditions, Bidding Process and clarifications, if any with the concerned officials
19. After awarding the LOI, the vendor has to submit the required PBG within stipulated time. Late submission of PBG will attract penalty as per norm

## Annexure - II

### मूल्य बोली / PRICE BID

**Note: Price bid should submit in tender wizard portal under financial tab. If bidder submit price bid in Technical bid the bid liable for rejection.**

#### Stage I

Bid sequence	Item		Overall Quoted Price (W/o Tax)
Ist	Quoted Margin to ITI, (Percentage of A)	B	(b) (In % age of A, above)
IInd	Lump sum/ Itemized (BoQ) details of Supply & Service items as per the SoR and SoW	A	(a)  (in INR)

#### Stage II

Bid Evaluation	Absolute Value of Margin	C	$A*B/100$
	Overall Quoted Price	D	[A-C ]

Signature of authorized person of the bidder: .....

Place: ..... Date: .....

Full Name in Block Letter: .....

Seal of Company.....

#### DECLARATION

I/We hereby declare that all statements made in this application form for empanelment of Business Associate is true/complete and correct to the best of my/our knowledge. In the event of any information found false at any time, the purchase order / work allotted on our firm deemed to be cancelled.

**Date**

**Seal of the company**

**Note:**

1. For any queries / clarifications feel free to contact our office in any working days or through our email ID: rohead\_rob@itilttd.co.in

**Signature**  
**Name and Designation.**

2. Terms and conditions for related Tender/enquiry will be sent to you/Published in our web site / CPP Portal.

**Check list / list of enclosures.**

1. Copy of registration of unit (with partnership deed or memorandum articles).
2. Copy of income Tax Clearance certificate.
3. Copy of Sales Tax registration Certificate.
4. Copy of GST registration Certificate.
5. Copy of the latest balance sheet/annual report.
6. Proof of annual turnover/financial capacity (Certificate issued by CA).
7. Proof of experience details/credentials.( As per Eligibility Criteria)
8. Proof of experience with ITI/Public sector/Government/Corporate sector etc. `
9. Copy of solvency certificate.(Within six months).
10. Copy of Net worth Certificate for last six months Issued by CA.
11. Notarized Copy of power of attorney of signing authority.
12. Certification/awards received (if, any).
- 13. Tender should be submitted with a covering letter, duly signed and stamped on each page with page No.**
14. Compliance to all the EOI terms.
15. EOI should be addressed and submitted in a sealed envelope duly super scribing EOI Ref. No. and date to the following address.

**Annexure -III**  
**PRE-CONTRACT INTEGRITY PACT**

**GENERAL**

This pre-bid pre-contract agreement (hereinafter called the Integrity Pact) is made on day of ..... the month of ....., between, ITI Limited, ITI Bhavan, Dooravaninagar, Bangalore – 560016, India, (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s ..... (*address of the Bidder*) (hereinafter called the "BIDDER " which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership company (*strike off whichever is not applicable*), constituted in accordance with the relevant law in the matter and the BUYER is a PSU under the Department of Telecommunications, Ministry of Communications & IT, Government of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the BUYER to select/ empanel a technology partner for the marketing/ manufacturing of .... (name of the product) through the EoI in a transparent and corruption free manner, and

Enabling BIDDERS to abstain from bribing or Indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, 'organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation

process related to the contract.

- 1.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### 3 Commitments of BIDDER

- 3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -
  - a) The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - b) The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or, execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
  - c) BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - d) BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.
  - e) The BIDDER further confirms and declares to the BUYER that the BIDDER is the original

manufacturer/ integrator and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such, intercession, facilitation or recommendation.

- f) The BIDDER either while presenting the bid or during pre-contract negotiations or before signing the contract, shall 'disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- g) The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- h) The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- i) The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- j) The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- k) The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- l) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- m) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### 4 Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any 'corrupt practices envisaged hereunder or with any Public-Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.



4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## 5 Sanctions for Violations

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

- a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- b) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- c) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission.
- d) To recover all sums paid in violation of this Pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

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

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

## 6 Independent Monitors

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

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

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

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

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

6.6 The BIDDER(s) accept(s) that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER with confidentiality.

6.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

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

7 Facilitation of Investigation

7.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8 Law and Place of Jurisdiction

8.1 This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

9 Other Legal Actions

9.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10 Validity

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

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

11 The parties hereby sign this Integrity Pact.

BUYER  
Name of the Officer.  
Designation  
ITI Limited (address)  
Place:  
Date:

BIDDER  
CHIEF EXECUTIVE OFFICER  
M/s .... (address)  
  
Place:  
Date:

Witness:

1. ....  
2. ....

1. ....  
2. ....

**WORK EXPERIENCE**

<b>Sr. No</b>	<b>Description</b>	<b>Details by the tenderer</b>	<b>Remarks, If any</b>
1	Name of the Work		
2	Value of the work		
3	Letter of Award No and Date		
4	Original Period of completion		
5	Extended period of completion		