

**ITI LIMITED**  
(A Govt. of India Undertaking)



**TENDER DOCUMENT**

**FOR**

**Supply, Installation, Testing and Commissioning of  
LAN Network Setup in a Govt. Department in North  
India**

**Tender Notice No: ITI/MSP/LKO/2K21/IT/EOI/LAN/02**

**Date: 06.05.2021**

Addl. General Manager  
ITI Limited, MSP-UP  
ITI Bhavan, TC-18V, Vibhuti Khand  
Gomti Nagar, Lucknow- 226 010, India  
Phone: (0522) 272-0301, 0302, 0305  
Email: head\_mspup@itilttd.co.in  
Website: [www.itilttd.in](http://www.itilttd.in)



**ITI LIMITED**  
(A Govt. of India Undertaking)

ITI Bhavan, TC-18V, Vibhuti Khand  
Gomti Nagar, Lucknow- 226 010, India  
Phone: (0522) 272-0301, 0302, 0305  
Email: head\_mspup@itilttd.co.in  
Website: [www.itilttd.in](http://www.itilttd.in)

**TENDER NOTICE**

**Tender Notice No: ITI/MSP/LKO/2K21/IT/EOI/LAN/02**

**Date: 06.05.2021**

ITI Limited invites **ONLINE** bid in TWO COVER STSTEM (**Technical & Financial**) from eligible bidders which must be valid for a minimum period of 180 days from the date of bid opening for following items:

Scope of Work	Supply, Installation, Testing and Commissioning of LAN Network Setup in Govt. Department
---------------	--

Interested parties may view and download the tender document containing the detailed terms & conditions at free of cost from the websites <https://itilttd.euniwizarde.com> OR <http://itilttd.in> or <https://eprocure.gov.in>

The ONLINE bid is to be submitted in <https://itilttd.euniwizarde.com> only.

The helpdesk nos. for online bidding : a) MR. ABHISHEK KUMAR-- 9355030617  
b) MR. ANAND SINGH -- 9355030602  
c) MR. ANKIT KUMAR -- 7903267845

For ITI LIMITED

  
Addl. General Manager

MSP-UP, Lucknow

**ITI LIMITED****(A Govt. of India Undertaking)**

ITI Bhavan, TC-18V, Vibhuti Khand  
Gomti Nagar, Lucknow- 226 010, India  
Phone: (0522) 272-0301, 0302, 0305  
Email: head\_mspup@itilttd.co.in  
Website: [www.itilttd.in](http://www.itilttd.in)

**TENDER NOTICE****Tender Notice No: ITI/MSP/LKO/2K21/IT/EOI/LAN/02****Date: 06.05.2021**

ITI Limited invites **ONLINE** bid in TWO COVER STSTEM (**Technical & Financial**) from eligible bidders which must be valid for a minimum period of 180 days from the date of bid opening for following items:

<b>Scope of Work</b>	<b>Supply, Installation, Testing and Commissioning of LAN Network Setup in Govt. Department</b>
----------------------	---

Interested parties may view and download the tender document containing the detailed terms & conditions at free of cost from the websites <https://itilttd.euniwizarde.com> OR <http://itilttd.in> or <https://eprocure.gov.in>

The ONLINE bid is to be submitted in <https://itilttd.euniwizarde.com> only.

The helpdesk nos. for online bidding : a) MR. ABHISHEK KUMAR-- 9355030617  
b) MR. ANAND SINGH -- 9355030602  
c) MR. ANKIT KUMAR -- 7903267845

For ITI LIMITED

**Addl. General Manager**  
**MSP-UP, Lucknow**

**Subject: Expression of Interest (EoI) for Supply, Installation, Testing and Commissioning of LAN Network Setup in Govt. Department**

We as a Govt. of India Undertaking organization under the Ministry of Communication & IT engaged in ICT business along with other diversifying business areas.

This EOI/RFP/Tender is aimed at identifying suitable Commercial Organization as a 'System Integrator' having adequate strength in the above field.

The 'System Integrator' (SI) shall act as a OEM/System Integrator of ITI to execute the project in India. All mission critical activities would be managed and supervised by ITI through its experienced Managers and qualified Professionals in the respective areas.

With this vision and commercial objective, sealed bid is invited for the above mentioned work. The Sealed Technical and Financial proposal under Two Cover-System may be submitted by the Bidder(s). It is must for the bidders to meet the Eligibility Criteria as mentioned in the EoI/RFP/Tender document.

The interested parties may collect the EoI/RFP/Tender document upon submission of EoI/RFP/Tender Document Cost to ITI by person or the same can be downloaded from the website and the said cost may be submitted along with the bid at the time of submission of offer.

Few important points & timelines are being furnished hereunder.

Sl. No.	Important Points / Timelines	Details
1	<b>EoI/RFP/Tender Enquiry Authority</b>	Addl. General Manager, ITI Limited, MSP-UP ITI Bhavan, TC-18V, Vibhuti Khand Gomti Nagar, Lucknow- 226 010, India Phone: (0522) 272-0301, 0302, 0305 Email: head_mspup@itilttd.co.in
2	<b>Contact Person for the clarification of EoI/RFP/Tender Document</b>	Shri P.C. Mandal, Dy. General Manager (MSP-Bihar) / 94330-30245 / 99032-20245
3	<b>Tender Type (Open/Limited)</b>	Limited – For ITI Empanelled Vendors only
4	<b>No. of Cover/Packet</b>	Two Cover System
5	<b>Tender Category (Goods/Services/Works)</b>	Works
6	<b>Payment Mode (Online/Offline)</b>	Online
7	<b>EoI/RFP/Tender Document Cost (inclusive of GST)</b>	Rs.20,000/-
8	<b>EMD Amount</b>	Bid Security Declaration is to be submitted along with the offer
9	<b>Estimated Value of Enquiry</b>	-----
10	<b>Due Date, Time &amp; Place for Sale of EoI/RFP/Tender Document</b>	13.05.2021 / 13:00 Hrs. / ITI Limited, MSP-UP, Lucknow.
11	<b>Due Date, Time &amp; Place for Submission of Bid</b>	13.05.2021 / 15:00 Hrs. / ITI Limited, MSP-UP, Lucknow.

12	<b>Due Date, Time &amp; Place for Opening of Technical Bid</b>	13.05.2021 / 16:00 Hrs. / ITI Limited, MSP-UP, Lucknow.
13	<b>Due Date, Time &amp; Place for Opening of Financial Bid</b>	Will be intimated in due course of time.

In order to get the clarity of the scope of work / terms & conditions, the bidders are requested to go through the whole EoI/RFP/Tender document and other project related requirements carefully. An explicit understanding of the requirement is rather essential for arriving at commercial assessment by the prospective bidders.

The selected bidder who is to play the role of a 'System Integration Associate (SIA)' has to enter in to a Contract with ITI Limited to forge a case-specific business alliance (under sole investment business modal) for arranging the requisite bidding inputs.

This EoI/RFP/Tender is being issued with no financial commitment and the response to this EoI/RFP/Tender shall not be assumed as mandatory for short listing of the vendor for giving the work.

**Addl. General Manager**  
**MSP-UP, Lucknow**

**Note:- This is a Limited tender applicable for Empanelled Vendors of ITI only which has been done through ITI's open "EOI for Empanelment of ITiS Providers" vide EOI no. ITI/CORP-CM-ITiSP dated 01.06.2020. In case, a new vendor wishes to participate in this tender, they can enroll themselves by submitting their technical and financial credentials through ongoing open Expression of Interest (EOI) No. ITI/CORP/MKTG/Empanelment dated 06.03.2021 published in ITI website and captioned as "EOI for Empanelment of Vendors". In both the cases, the bidder should have signed a Teaming Agreement with ITI Limited as on the date of publication of this Tender/EOI**

**Project Background:**

ITI Limited (ITI) is a Public Sector Undertaking which functions under the aegis of The Ministry of Communications and IT, Government of India.

We at MSP-UP, Lucknow (which is part of the Corporate Marketing Department located at Bangalore) are engaged in the business of Telecom / ICT and e-Governance projects implementation, Supply of Hardware and Software and the services related with these items.

ITI is interested in addressing some of the prospected business opportunities where it is strongly positioned by virtue of its 'PSU Status', proven 'Project Management Capabilities' and rich Relevant-Experience. ITI is looking for business association from reputed System Integrators/ OEMs who can assist ITI to win the business and ultimately help ITI in the execution of the project.

The objective of this Invitation for submission of bid is to identify a System Integration Associate(**SIA**) to address a particular 'Business Opportunity' / a kind of 'Business Opportunity' which has emerged or under process to emerge from a client for the implementation of a project in Government Domain. The prospective customer has already published/disclosed its broad requirement through an Invitation for EoI/RFP/Tender/e-Mail/Discussions which is to be responded with the submission of Techno-commercial Proposal / Bid in due course of time.

The selected bidder who is to play the role of a 'System Integrator' has to enter in to a contract with ITI Limited to forge a case-specific business alliance for addressing the opportunity.

During the bidding process, the vendor is supposed to provide the requisite Techno-commercial inputs to ITI as per the Requirements/Specifications/Expectations/Scope of Work of the prospective customer to win a commercial-favour in terms of award of order to ITI. The name of the end-customer and other finer details of the Projects would be shared with the selected bidder prior to the actual bidding to be done by ITI.

In the event of the award of an order to ITI, the selected business associate would act as a SI/ Vendor to implement the project for which a separate 'Purchase Order' would be placed on the selected SI.

**Eligibility Criteria of the Bidders:**

The bidders are to fulfill the following eligibility criteria **and submit documentary proof in this regard :**

Sl. No.	Eligibility Criteria	
1	<b>General</b>	This is a Limited tender applicable for Empanelled Vendors of ITI only which has been done through ITI's open "EOI for Empanelment of ITiS Providers" vide EOI no. ITI/CORP-CM-ITiSP dated 01.06.2020. In case, a new vendor wishes to participate in this tender, they can enroll themselves by submitting their technical and financial credentials through ongoing open Expression of Interest (EOI) No. ITI/CORP/MKTG/Empanelment dated 06.03.2021 published in ITI website and captioned as "EOI for Empanelment of Vendors". In both the cases, the bidder should have signed a Teaming Agreement as on the date of publication of this Tender/EOI
		The bidder must not be BLACK LISTED by any Govt. department/ PSU (State or Central)/ Autonomous Institution. <b>(Declaration on letterhead required as per Annexure-C)</b>
2	<b>Technical Capabilities</b>	All experiences regarding eligibility criteria will be pertaining to India only. Experiences outside India will not be considered for evaluation purpose.
		The bidder must be in the field of ICT Business for at least 3 years in India.
		The bidder must submit certain declarations as per <b>Annexure-D</b> without which bid would not be considered for evaluation.
		The bidder must have LAN/WAN credentials in any Central or State Govt. / PSU / Autonomous Institution / reputed Corporate house of minimum value of Rs.5 Crores during last 3(Three) years,
3	<b>Local Presence</b>	The Bidder should have Local Presence in Jammu. If the bidder does not have any local presence as on the date of bidding, then an undertaking is to be submitted confirming the posting of resident engineers at Project Site within 15 days from the date of order placement if the business opportunity gets matured in favour of ITI against this EoI/RFP/Tender.

**General Terms and Conditions of EoI/RFP/Tender:**

The prospective bidders are advised to study the EoI/RFP/Tender document carefully. Submission of your offer/bid shall be deemed to have been done after careful study and examination of the EoI/RFP/Tender with full understanding of its implications. Failure to furnish all information required in the EoI/RFP/Tender Document or submission of an offer/bid not substantially responsive to EoI/RFP/Tender in every respect will be at the Bidder's risk and may result in its outright rejection.

The Bidder shall bear all costs associated with the preparation and submission of its Bid, including cost of presentation for the purposes of clarification of the Bid, if so desired by ITI Limited. In no case, ITI would be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering Process. ITI reserves the right, not an obligation, to carry out the capability assessment of the Bidder(s). This right inter alia includes seeking Technical-Demonstrations, Presentations, Proof of Concept and Live-site visits etc.

1	<b>Empanelled Vendor of ITI</b>	Only ITI Empanelled Vendor (vendors who have signed the Empanelment Agreement <b>with ITI on or before the submission of the tender/bid/proposal</b> )
2	<b>Non-transferable Offer</b>	This EoI/RFP/Tender document is not transferable. Only those, who have purchased this offer document, are entitled to quote.
3	<b>Only one Proposal</b>	The Bidder should submit only one Bid/Offer/Proposal. If the Bidder submits or participates in more than one proposal, such proposals shall be disqualified.
4	<b>Language of the Bid</b>	All information in the Bid, correspondence and supporting documents, printed literature related to the Bid shall be in English. Failure to comply with this may disqualify a Bid. In the event of any discrepancy in meaning, the English language copy of all documents shall govern.
5	<b>Clarification and Amendment in Tender</b>	At any time before the submission of Proposals, ITI may amend the EoI/RFP/Tender document by issuing an addendum / corrigendum in writing or by standard electronic means. The addendum / corrigendum shall be sent to all contenders and will be binding on them. The Bidders shall acknowledge receipt of all amendments. To give bidders reasonable time in which to take an amendment into account in their Proposals ITI may, if the amendment is substantial, extend the deadline for the submission of Proposals.
6	<b>Amendment to Bid</b>	At any time prior to the deadline for submission of bids, the bidder may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, submit the Revised Financial Bid.
7	<b>Modification and Withdrawal of Bid</b>	No bid may be withdrawn or modified in the interval between the bid submission deadline and the expiration of the bid validity period specified in Bid documents. Modification or Withdrawal of a bid during this interval will result in the forfeiture of its bid security.
8	<b>Validity of Offer</b>	The offer should be valid for a minimum period of <b>6 months</b> from the date of submission. The Bids valid for a period shorter than specified period shall be rejected.
9	<b>Prices</b>	The prices quoted by the Bidder shall be FIRM during the performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and



		rejected.
10	<b>Deviation Clause</b>	No Deviation from Specifications, Terms & Conditions of the tender is allowed. Quotations having deviation from our specifications, standard terms & conditions would be liable to be rejected.
11	<b>Taxes and duties</b>	The taxes and duties are to be clearly mentioned, if any.
12	<b>Delivery schedule</b>	As per Terms and Conditions of the tender or back-to-back with end customer's requirement.
13	<b>Insurance</b>	Insurance of material/equipment/etc covering loss or damage occurring while in transit from the supplier's stores until arrival at ITI/end customer's store will be scope of supplier.
14	<b>Payment Terms</b>	<p>a) Payment shall be released to the vendor on back-to-back basis and on pro rata basis within 10 days after ITI has received its payment after the submission of necessary document like Vendor Invoice, receipt acknowledgement of goods by end user etc.</p> <p>b) Other Direct Expenses will be deducted from the payment of the vendor. Expenses like cost incurred by ITI towards EMD/PBG/BG/SD processing.</p> <p>c) The payment shall be done on the basis of actual supply/erection of material ascertified by the end customer.</p> <p>d) No advance payment will be made during the execution of the project. In case ITI receives any advance payment, the same can be released to the vendor after submission of equivalent amount of additional BG valid till the completion of obligation for which payment has been released by the end customer.</p>
15	<b>Warranty and Comprehensive Annual Maintenance Contract (CAMC)</b>	<p>a) Onsite comprehensive standard warranty for one year or back-to-back as per end customer's requirement.</p> <p>b) CAMC, if awarded by the end Customer to ITI then the same shall be awarded to the successful declared bidder in this tender keeping the same percentage margin as calculated in this tender. CAMC to be done by the firm after the warranty period is over.</p>
16	<b>Liquidated Damages (LD)</b>	Liquidated Damages shall be levied on back- to-back basis i.e. ITI shall deduct from the payment on amount equal to the LD levied on ITI by the end customer.
17	<b>Training</b>	Training of customer officers/representatives will be the responsibility of the selected Bidders.
18	<b>Acceptance Test Procedure (ATP)</b>	<p>a) Vendor will conduct the Acceptance Test (AT) before handing over of the project(s) to ITI project executing division.</p> <p>b) The selected bidder will submit the following documents after the successful installation of the Project:</p> <ul style="list-style-type: none"> <li>• The work/project completion certificate from the end customer/user.</li> <li>• Login ID &amp; Passwords of installed system.</li> <li>• As built cable layout diagram with proper marking.</li> <li>• Training and operation Manual.</li> </ul>
19	<b>Damage to Properties</b>	In case of any accident/damage to customer/end user properties by the vendor, full responsibility will be attributed to the vendor.
20	<b>Contractual Period</b>	ITI's Delivery date provided to ITI by customer. Delivery extension will be on back-to-back basis. The successful Bidder shall so organize his resources and perform his work as to complete it not later than the date agreed to.

21	<b>Extension of Contract</b>	On back-to-back basis.
22	<b>Inspection Authority</b>	All supplies will be subject to customer & ITI inspection. Vendor will have to produce the material delivery/receipt certificate certified by the customer along with its own delivery of material receipt.
23	<b>Pre-Dispatch Inspection / Inspection Clause</b>	Inspection may be done by ITI representative if required. ITI shall have free access to the supplier's works during testing and final inspection. Vendor shall inform Project Manager of ITI not less than one week in advance. All testing arrangements shall be the responsibility of the vendor. ITI reserves the right to inspect the material along with end customer or third party (if required) during manufacturing and/or before dispatch as per specifications and test protocols.
24	<b>Tender Award Criteria</b>	Bidder offering the Highest Net Revenue Share to ITI i.e. lowest landing cost of items to ITI shall be declared as the successful L1 bidder and the work shall be awarded to the successful declared (L1) bidder.
25	<b>Tender Document Cost and Earnest Money Deposit (EMD)</b>	<p><b>In case of off-line bid submission:</b> Tender Document Cost and Earnest Money Deposit (EMD) may be submitted in the form of DD favouring "ITI Limited" payable at Lucknow. The above DDs must be submitted along with the offer and must reach ITI within due date and time. Otherwise, the same can be remitted through NEFT/RTGS/Net Banking. No interest shall be payable on the EMD.</p> <p><b>In case of on-line bid submission:</b> Tender Document Cost and Earnest Money Deposit (EMD) must be remitted through NEFT/RTGS/Net Banking. No interest shall be payable on the EMD.</p> <p><b>The Bank Details of ITI Limited for NEFT/RTGS/Net Banking is as below:</b> Beneficiary Name: ITI Limited Beneficiary Account Number: 3926008702000067 Beneficiary Bank IFSC Code: PUNB0619300 Beneficiary Bank Name: Punjab National Bank Beneficiary Bank Address: Vibhuti Khand, Gomti Nagar, Lucknow-226010, UP, India</p>
26	<b>Performance Security</b>	The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract (if signed). The performance security will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract. The value of performance security shall be 10% of contract value (issued to Business Associate/SIA by ITI) or end-customer's performance security (as per order to ITI) whichever is lower.
27	<b>Consortium Bidding</b>	In case of the bidders participating in a Consortium, the lead bidder must be the Empanelled System Integrators (SIs) with ITI.
28	<b>Signing of the Bids</b>	The Bid must contain the name, residence and place of business of the person or persons making the Bid and having Power of Attorney and must be signed & submitted by the Bidder with his usual signatures. Satisfactory evidence of authority of the person signing the bid on behalf of the Bidder shall be furnished on non-judicial stamp paper of an appropriate value

		with the Bid in the form of a <b>Power of Attorney, duly notarized by a Notary Public</b> , indicating that the person(s) signing the bid have the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity. All the pages of Bid document and supporting documents must be signed and stamped by the authorized signatory having Power of Attorney. Any interlineations, erasures or overwriting shall only be valid if they are initialed by the signatory (ies) to the bid.
29	<b>Submission of Tender</b>	The ' <b>Technical Bid</b> ' and ' <b>Commercial Bids</b> ' shall be placed in the separate sealed envelopes super scribed with words "Technical Bid" and "Commercial-Bid" respectively mentioning EoI/RFP/Tender Reference clearly. Both 'Technical Bid' and 'Commercial Bid' are to be placed separately in a 3 <sup>rd</sup> sealed Cover duly addressed properly mentioning EoI/RFP/Tender Reference and Date of Opening.
30	<b>Opening of Tender</b>	Technical bid will be opened on due date of tender opening. <b>Note 1:</b> The bidders or their authorized representatives may also be present during the opening of the Technical Bid, if they desire so, at their own expenses. <b>Note 2:</b> The technical bids will be opened and evaluated by a duly constituted committee. After evaluation of the technical bid, Price bids of only those bidders will be opened whose technical bids are found suitable. Date and time of opening of price bids will be decided after technical bids have been evaluated by the committee and will be intimated to technically qualified bidders.
31	<b>Rejection of Bid</b>	ITI reserves the right to reject any or all tenders/quotations/bids received or accept any or all tenders/quotation/bids wholly or in part. Further, ITI reserves the right to order a lesser quantity without assigning any reason(s) thereof. ITI also reserves the right to cancel any order placed on basis of this tender in case of strike, accident or any other unforeseen contingencies causing stoppage of production at ITI or to modify the order without liability for any compensation.
32	<b>Risk &amp; Cost</b>	In case an order is placed to the bidder by ITI based on the quotation/offer/bid submitted by the bidder is not executed by the bidder, ITI may buy the ordered goods/services from elsewhere at the risk and cost of the bidder and recover the additional amount that ITI may have to spend in procuring the stores plus 15% to cover the overhead & incidental expenses.  Also, in case of default of service, if the amount of recovery is not sufficient to recover the cost and risk from the party against the PO, the differential amount, will be recovered or to be set off from any kind of outstanding from any other contract or Purchase order awarded to the vendor.
33	<b>Termination For Default</b>	ITI may terminate the contract in whole or in part for the following reasons: <ul style="list-style-type: none"> <li>• If the bidder fails to deliver any or all of the goods/services within the period(s) specified in the contract/purchase order, or within the extension time granted by ITI.</li> <li>• If the bidder fails to perform any other obligation(s) under the contract/purchase order.</li> <li>• If the bidder has engaged in corrupt/fraudulent practices in completing/executing the work assigned to him.</li> </ul>

		<p>ITI may, without prejudice to any other right or remedy available to it, by a three days notice in writing, can terminate the contract as a whole or in part in default of the contract. ITI shall have the right to carry out the incomplete work by any means at the risk and cost of the bidder.</p> <p>In addition to rights to forfeiture of PBG and application of LD charges, on the cancellation of the contract in full or in part, ITI shall determine what amount, if any, is recoverable from the contractor for completion of the work or part of the works or in case the works or part of works is not to be completed, the loss or damage suffered by ITI. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's material taken over and incorporated in work assigned as per the purchase order.</p> <p>"Corrupt practices" means the offering, giving, receiving or soliciting of anything of value to influence the action of public official in the procurement process or in contract execution.</p> <p>"Fraudulent practices" a misinterpretation of facts in order to influence the action of a public official in the procurement process or in contract execution and includes collusive bidding among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels to hamper free and open competition.</p>
34	<b>Force Majeure</b>	<p>Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations, if the non-performance results from such Force Majeure circumstances i.e. Flood, Fire, Earth Quake, Epidemic and other acts of God as well as War, Military Operation, Blockade, Act or Actions of State Authorities that have arisen after signing of the present contract. Party invoking this clause shall serve notice of seven days along with the proof of occurrence of the force majeure event to the opposite party. At the time of cessation of such force majeure event a notice of the same shall also be served to the opposite party.</p> <p>In such circumstances, upon a written approval of ITI, the time stipulated for the performance of an obligation under the present contract will stand extended correspondingly for the period of time of action of these circumstances and their consequences. However, any such extension shall be given only if extension is granted by the ultimate buyer/ user.</p> <p>Parties at all times take reasonable steps within their respective powers and consistent with good operation practices (but without incurring unreasonable additional costs) to:</p> <ol style="list-style-type: none"> <li>a) Prevent Force Majeure Events affecting the performance of the Company's obligations under this agreement;</li> <li>b) Mitigate the affect of any Force Majeure Event; and</li> <li>c) Comply with its obligations under this agreement.</li> </ol>

		Further if the period of Force Majeure event extends beyond three months* the parties may consider the fore closure of the agreement.  * Period of three months may vary at the discretion of ITI as per the validity period of the contract.
35	<b>Arbitration</b>	All disputes arising out of this contract shall be referred to the sole arbitration of MSP Head, ITI Limited, Lucknow or his nominee as per the provisions of Indian Arbitration and Reconciliation Act 1996. Decision of arbitrator shall be final and binding on both the parties.
36	<b>Jurisdiction</b>	This contract between the supplier and buyer shall be governed by the laws of India and this contract shall be taken up by the parties for settlement and orders only in Lucknow jurisdiction.
37	<b>Other Terms and Conditions</b>	
a		The Bidder(s) are required not to impose their own terms and conditions to the bid and if submitted, it will not be considered as forming part of their bids. The decision of ITI shall be final, conclusive and binding on the Bidder(s). In a nutshell, the Conditional Bid or Bid with deviations will be summarily rejected.
b		The Bids/Offer of the Qualified bidders (who qualify the eligibility conditions) only would be subjected to the technical-evaluation.
c		The bidder is expected to go through the Scope of work and Specifications. The bidders are to quote only fully compliant solution.
d		The bidder may be required to study the existing system being used by the end-client to assess the exact requirements and the Quantum of work on "No-commitment" basis (no commercial compensation would be given to the bidder either by ITI or the end-client for doing this exercise).
e		The exact strategy to address and win the business opportunity would be shared / discussed with the <b>Best-Rated</b> qualified bidder in due course of time.
f		The bidder is required to extend the requisite support during the evaluation by giving Technical Presentation / Demonstration / Arranging site visits (if required) on "No-Cost No-commitment" basis.
g		Any clarification issued by ITI in response to query raised by prospective bidders shall form an integral part of bid documents and it shall amount to an amendment of relevant clauses of the bid documents.
h		A clause-by-clause compliance statement to all Sections of the EoI/RFP/Tender document is to be submitted in the Technical Bid, demonstrating substantial responsiveness. A bid without clause-by-clause compliance statement to Eligibility Criteria of the EoI/RFP/Tender document, shall not be considered for evaluation and shall be summarily rejected.
i		The bidder should study carefully the document to assess the work and Risk factors associated with such type of Business opportunities.
j		The bidder has to consider the following major Cost Factors while arriving at a commercial decision: <ul style="list-style-type: none"> <li>• Direct Cost (requisite IT Hardware and Application Software)</li> <li>• Fiscal Cost</li> <li>• Logistic-Cost</li> <li>• Taxes/ Duties</li> <li>• Services and Administrative Cost</li> <li>• Training and Documentation Cost</li> </ul>

		<ul style="list-style-type: none"> <li>Contingencies</li> </ul>
k		The bidder should enclose the documents in their ' <b>Technical Bid</b> ' & ' <b>Commercial Bid</b> ' as specified in the tender documents.
l		Please note that if any document/authorization letter/testimonies are found fabricated /false/ fake, the bid will be declared as disqualified and EMD will be forfeited. This may also lead to the black-listing of the bidder.
m		All the required documents to establish the bidder's eligibility criteria should be enclosed with the original bid/offer (Technical-Bid) itself. The EoI/RFP/Tender will be evaluated on the basis of the documents enclosed with the original bid/offer only. ITI will not enter into any correspondence with the bidder to get these certificates/ document subsequently. However, it reserves its right to get them validated/verified at its own.
n		Due to any breach of any condition by the bidder, the Bid Security (EMD) submitted by the bidder may be forfeited at any stage whenever it is noticed and ITI will not pay any damage to the bidder or the concerned person. The bidder or/and the person will also be debarred for further participation in future EoI/RFP/Tenders.
o		All suppliers (including small scale units who are registered with the National Small Scale Industries Corporation under Single point registration scheme) shall furnish Bid Security to the purchaser as per the requirement. As such no bidder is exempted to furnish the EMD.
p		The successful bidder's bid security (EMD) will be discharged upon the bidder's acceptance of ITI's Order in due course of time and furnishing the Requisite Performance Security/Guarantee. The bid security of the unsuccessful bidder will be returned/ discharged within a month of the opening of the Bids.
q		Suitable 'Training' would have to be imparted to ITI personnel at Bidder's cost in the areas of Installation, day to day Maintenance and Operation of entire system (in the event of placement of order by ITI). The training of the personnel shall be to ensure trouble free operations of the System/Equipment by the end customer.
r		The bidder is required to enclose Notarized Copy of the Power of Attorney from its Directors/Top management which should indicate clearly the name of the signatory and title. The Bidders must ensure that all the documents are sealed and signed by authorized signatory.
s		The Power of Attorney given to the Authorized Signatory should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective states(s) and the same be attested by a Notary public or registered before Sub-Registrar of the states(s) concerned.
t		"DISCOUNT, if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule.
u		Sealed offer/bid prepared in accordance with the procedures enumerated above should be submitted to the Tenderer not later than the date and time laid down, at the specified address.
v		ITI shall not be responsible for any postal delay about non-receipt / non-delivery of the bid/documents. This EoI/RFP/Tender Document is absolutely not transferable.
w		The bid submitted may be withdrawn or resubmitted before the expiry of

		the last date of submission by making a request in writing to ITI to this effect. No Bidder shall be allowed to withdraw the bid after the deadline for submission of the EoI/RFP/Tender.
x		It is further stressed that synergies between ITI's competitors with the bidder or cartel Formation with other bidders would result in Disqualification of the Bidder.

### **Special Terms and Conditions of RFP/EoI/Tender:**

1. The requirement is meant for addressing a business opportunity which has emerged from some Govt. body against their already published tender-Notification / Invitation for the submission of Bids which envisages Implementation of Project.
2. The broad 'Scope of Work' would be as per the EoI/RFP/Tender Document. However, the exact Scope of Work will be intimated to the selected SI/Vendor in due course of time (once bidder is short-listed) for addressing the opportunity.
3. The bidder (in the capacity of a System Integrator) is supposed to address the business opportunity jointly with ITI under "Sole Investment Business Model". This may include arranging Bid Security and Performance Bank guarantee etc. All "Terms and Conditions" as per ITI's customer with regard to Payment / Reward / Delivery/Penalty shall be applicable on the selected Business Associate /SI also (in the event of the award of the business to ITI by the end-customer).It may please be noted that ITI shall not open any 'Escrow Bank Account' with the consortium member/SI (in the event of the award of the order to ITI).

ITI may consider the bidder (at its own discretion) for addressing other similar business opportunities related with Implementation of Project during a period of 12 months (from placement of Letter of Intent on SI).

4. The bidder must be prepared to work with ITI limited on exclusive basis and will neither submit any direct proposal (to the end-client) nor submit any business proposal (to the end-client) through other business partner/PSU. In case of violation of the same, the EMD shall be forfeited and the bidder will be black-listed.
5. The bid preferably should be spiral bounded and each page should be serial numbered.
6. Consortium bidding is not allowed for this EoI/RFP/Tender.
7. ITI reserves the right to undertake supplies up to 50% of the order quantity.
8. ITI reserves the right to undertake services likes installation and commissioning activities, Annual Maintenance Contract (AMC) etc. up to 50%.
9. ITI reserves the right to quote & supply ITI manufacturing products if BOM of EoI/RFP/Tender Document contains ITI manufacturing products.

10. All activities like Proof of concept on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of agencies.
11. Agencies should be willing to impart required training to ITI engineers for undertaking services & execution of project.
12. Agencies will be responsible for any short coming in the BOM and the same should be rectified free of cost.
13. Agencies should be willing to provide TOT for manufacturing of offered products in ITI if the bidder is an OEM.
14. Agencies should be willing to sign an exclusive agreement with ITI for smooth execution of the project.
15. Earnest Money Deposit (EMD) / Bid security required for submitting the bid will be borne by the selected agency.
16. Performance Bank Guarantee (PBG) will be shared among all the work executing agencies depending upon the ratio of order value.
17. All CVC circulars/ Statutory guidelines as applicable needs to be followed.
18. Margin to ITI would be payable on Supply, I&C and AMC services undertaken by the selected agency for the project.

**EoI/RFP/Tender Rejection Criteria:**

The EoI/RFP/Tender/Bid will be rejected in case any one or more of the following conditions are observed:

1. Bids received without Proof of Purchase of EoI/RFP/Tender Document and EMD as per requirement.
2. Bids which are not substantially responsive to the Invitation for EoI/RFP/Tender.
3. Incomplete or conditional EoI/RFP/Tender that does not fulfill all or any of the conditions as specified in this document.
4. Inconsistencies in the information submitted.
5. Misrepresentations in the bid proposal or any supporting documentation.
6. Bid proposal received after the last date and time specified in this document.
7. Bids found in unsealed cover, corrections in the bids.
8. Unsigned bids, bids signed by unauthorized person (without a valid Power of Attorney).
9. Bids containing erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be authenticated by the person(s) signing the bid.
10. Bid shall remain valid for the specified period from the date of opening of EoI/RFP/Tender prescribed by the purchaser. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.

-----



**Please Note**

The business associate submitting the bid against this EoI/RFP/Tender must not have an alliance with other bidders / competitors of ITI for the same business opportunity. The bidder if selected as vendor/SI will not be allowed to address the opportunity directly/ extend the help to any other competitor of ITI Limited for the subject project.

**Lowest-Bid (Best Qualified Bid) Evaluation Methodology:**

1. This EoI/RFP/Tender would be subjected to a Two Stage (Technical & Commercial) Evaluation Process. All the Bidders are requested to note the entire evaluation process carefully.
2. Prior to the detailed evaluation, ITI will determine the substantial responsiveness of each Bid to the EoI/RFP/Tender Document. For the purpose of ascertaining the eligibility,
3. A substantially responsive bid is one which confirms to all the terms and conditions of the EoI/RFP/Tender Document without deviations.
4. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
5. ITI may waive any minor infirmity or non-conformity or irregularity in the bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or effect the relative ranking of any bidder. The bids submitted by the Bidders would be subjected to a well-defined and transparent evaluation process.
6. The Bids would be evaluated by a duly constituted Committee of ITI Limited, whose decision would be generally taken as final, unless the aggrieved party establishes any Prima facie errors in the findings of the Committee. In such a situation, he may file a representation within 3 working days of receipt of decision from ITI Limited, duly listing the reasons / grounds. Such a representation would be considered at Senior Management Level of the Tendering Authority, whose decision would be final and binding on all the bidders.
7. The Bidders who have submitted the EoI/RFP/Tender Document cost & EMD will be considered for Technical Evaluation.
8. In Technical Evaluation process, all the Technical Bids of the preliminary eligible bidders (as mentioned above) would be scrutinized thoroughly w.r.t. our EoI/RFP/Tender Document. The Bidders, who will qualify in the Technical Evaluation process, would be considered for Commercial Evaluation.
9. In Commercial Evaluation process, all the Commercial Bids of the technically qualified bidders (as mentioned above) would be scrutinized thoroughly w.r.t. our EoI/RFP/Tender Document. The Bidder with best quote would be considered as a successful bidder against this EoI/RFP/Tender.

10. ITI reserves the right to reject any or all bids without assigning any reasons thereof. ***It shall not be obligatory for ITI to award the work only to the lowest bidder.***

**Documents to be submitted along with the “Technical Bid”:**

The Bidder/System Integrator (SI) must submit the following documents along with their Technical Bid:

1. Bid covering Letter on the Letter-Head of the Bidder Company indicating Name and Address of the Authorized Signatory (with Contact telephone numbers and email ID) as per Annexure-A.
2. Bidder’s Profile as per Annexure-B.
3. Proof of Empanelment with ITI.
4. Case-Specific Power of Attorney authorizing the bidder to submit the Bid/EoI on behalf of the Bidder/Consortium.
5. Tender-Document Cost of required amount.
6. Bid Security (EMD) of required amount.
7. Copy of PAN Card.
8. GST Registration Certificate.
9. Turnover Certificate(s)/Audited Balance-sheet(s) & Profit-Loss Account(s) of the Bidder /All consortium members for last three years.
10. Declaration on the Letter-Head of the Bidder Company for Non-Black Listing as per Annexure-C.
11. Declaration / Undertaking on the Letter-Head of the Bidder Company as per Annexure-D.
12. Compliance Statement of ‘Eligibility Criteria of the Bidder’ along with supporting documents (credentials, experience certificates, declarations & others) as per Annexure-E.
13. Integrity Pact /Non-Disclosure Agreement as per Annexure-G.
14. Tender Documents duly signed & accepted by the bidder

In case, the bidders do not submit any of the above mentioned papers/information along with Expression of Interest, his bid will be rejected and bid will not be considered for further evaluation.

It is reiterated that any bid not fulfilling any of the essential requirements mentioned in this EoI/RFP/Tender document would be classified as “Technically Non-Qualified/Non-Responsive” and Commercial bids of such bidders will not be opened and subsequently returned to the bidder. ***No relaxation would be given to any bidder on any of these conditions.***

-----

**Documents to be submitted along with the “Commercial Bid”:**

The Bidder/System Integrator (SI) must submit the following documents along with their Commercial Bid:

1. Price Bid as per EoI/RFP/Tender Document format only. No other format will be accepted.

-----

**Brief Scope of Work:**

The purpose of this tender is to obtain bids from Empanelled System Integrators (SIs) to enable ITI to submit its proposal for the tendered item. The successful bidder (techno-commercial L1 bidder) selected through this EOI/RFP/Tender will sign a pre-bid tie-up agreement with ITI and ITI will provide the exact Scope of Work of end customer. ITI will then submit its proposal to the customer based on the techno-commercial obtained from the successful bidder.

The successful bidder shall be responsible to complete the work in all respects and doing so, provide/supply all items covered/not covered as per the BOQ, but nevertheless required for the satisfactory performance of complete system. Details scope of job includes survey of all the location(s), delivering the BOQ to location(s), Joint material inspection at site with customer/his representative, Installation/Commissioning, Imparting training to location staff, handing over the site to the customer and providing CAMC, if awarded to ITI by the end customer.

---

**PRICE BID****Subject: Expression of Interest (EOI) for Supply, Installation, Testing and Commissioning of LAN Network Setup in Govt. Department****OFFERED NET MARGIN (NET OF TAX) TO ITI →**

<b><u>Description of Job</u></b>	<b><u>Net margin to ITI over quoted price to end customer (in figure)</u></b>	<b><u>Net margin to ITI over quoted price to end customer) in words</u></b>
<b>Supply, Installation, Testing and Commissioning of LAN Network Setup in Govt. Department</b>		
<b>Bidders have to quote net revenue share offered to ITI in percentage (inclusive of all taxes). The bidder has to indicate the percentage both in figures and in words.</b>		
<b>The BOQ (Bill of Quantity) for which services are required (from the bidder through this EOI process) will be finalized after the finalization of this EOI only. Post warranty AMC support (if not mentioned in the main EOI/RFP/Tender), if required, is to be provided by the bidder as per the mutual understanding/ acceptance of Bidder, ITI &amp; end customer.</b>		

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

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

Full Name in Block Letter: .....

**Seal of Company**

**(Bid Covering Letter / Annexure-A)**

To  
ITI Limited, MSP-UP  
ITI Bhavan, TC-18V  
Vibhuti Khand, Gomti Nagar  
Lucknow-226 010, India

**Subject: Bid Covering Letter against Expression of Interest (EoI) for Supply, Installation, Testing and Commissioning of LAN Network Setup in Govt. Department**

Ref: Tender no. .... dated .....

Dear Sir,

Having examined the EoI/RFP/Tender document, we hereby submit our bid for the subject requirement which has emerged from some Government body to implement the above captioned project.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to ITI Limited is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Buyer in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short-listing process, we are liable to be dismissed from the selection process or termination of the agreement during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the EoI/RFP/Tender document including annexures and corrigendum if any and also agree to abide by this tender response for a period of 6 months from the date fixed for bid opening.

We hereby declare that in case the agreement is awarded to us, we shall submit the Performance Guarantee in the form of bank guarantee in the format to be provided by ITI Limited.

We agree that ITI Limited is not bound to accept any tender response that they may receive. We also agree that ITI Limited reserves the right in absolute sense to reject all or any of the services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

We understand that it will be the responsibility of our organization to keep ITI Limited informed of any changes in respect of authorized person and we fully understand that ITI Limited shall not be responsible for non-receipt or non-delivery of any communication and/or any missing communication in the event reasonable prior notice of any change in the authorized person of the company is not provided to ITI Limited.

Dated this                      Day of                      **2021**

Authorized Signatory

Name:

Designation:

(Company Seal)

Note: To be submitted in Company Letterhead

**(Annexure-B)****Bidder's Profile**

1.	Name and address of the company			
2.	Contact Details of the Bidder (Contact person name with Designation, Telephone Number, FAX, E- mail and Web site)			
3.	Area of Business			
4.	Annual Turnover in last 3 financial years (Rs in Crore)	2017-18	2018-19	2019-20
5.	IT Turnover in last 3 financial years (Rs in Crore)	2017-18	2018-19	2019-20
6.	Profit / Loss in last 3 financial years (Rs in Crore)	2017-18	2018-19	2019-20
7.	Net-worth in last 3 financial years (Rs in Crore)	2017-18	2018-19	2019-20
8.	Date of Incorporation			
9.	GST Registration number			
10.	PAN Number			
11.	CIN Number, if applicable			
12.	Number of technical manpower in company's rolls			

Dated this            Day of            **2021**

**Authorized Signatory**

Name:

Designation:

(Company Seal)

Note: To be submitted in Company Letterhead

**(Annexure-C)**

To  
ITI Limited, MSP-UP  
ITI Bhavan, TC-18V  
Vibhuti Khand, Gomti Nagar  
Lucknow-226 010, India

**Subject: Undertaking towards Non-Black Listing of our firm by any Govt. Body**

Dear Sir,

We hereby declare that we have not been BLACK LISTED by any Govt. department/ PSU (State or Central)/ Autonomous Institution against our performance obligation in India and there has been no litigation with any government department on account of similar services for the last 5 years.

This declaration is being submitted as per the requirement of your EoI/RFP/Tender.

Dated this      Day of                      **2021**

Authorized Signatory

Name:  
Designation:  
(Company Seal)  
Note: To be submitted in Company Letterhead



**(Declarations / Annexure-D)**

To  
ITI Limited, MSP-UP  
ITI Bhavan, TC-18V  
Vibhuti Khand, Gomti Nagar  
Lucknow-226 010, India

**Subject: Declarations against Expression of Interest (EoI) for Supply, Installation, Testing and Commissioning of LAN Network Setup in Govt. Department**

Tender no. .... dated .....

Dear Sir,

We hereby declare / undertake the following.

We hereby declare that we will work with ITI as per EoI/RFP/Tender terms and conditions of ITI as well as end customer including warranty & post-warranty services and implementation of the project in the event of ITI winning the contract on back-to-back basis.

We hereby declare that we will submit the Tender Fee & EMD (while submitting the bid to the end customer in the form of Bank Guarantee / Demand Draft / Online Payment from any Nationalized / Scheduled Bank) & Performance Bank Guarantee to end customer or ITI (as decided by ITI) as per EoI/RFP/Tender terms & conditions. We also undertake that we will provide EMD & PBG to ITI as per the end-customer's EoI/RFP/Tender terms even if ITI is exempted to submit the same to end-customer because of its PSU status.

We hereby declare that we have 'No Objection/ No Claim/ No Compensation' from ITI Limited if this EoI/RFP/Tender is cancelled at any stage of evaluation process by ITI or the main EoI/RFP/Tender is cancelled by the end customer.

We hereby undertake that we will be equipped with the required manpower with qualifications, certifications and experience as required in the end customer's EoI/RFP/Tender.

We hereby undertake that we will be able to give the proposed solution as required in the end customer's EoI/RFP/Tender.

We hereby undertake that we will arrange required certificate & support (warranty & post-warranty/maintenance) in the name of ITI Limited from the OEM as per end customer's requirement.

We hereby undertake that we will obtain relevant statutory licenses for operational activities.

We hereby undertake that we will sign Consortium Agreement /Teaming Agreement / Integrity Pact with ITI for addressing the end customer's EoI/RFP/Tender if required.

We indemnify ITI Limited from any claims / penalties / statutory charges / liquidated damages / legal expenses if any etc. as charged by the end customer.

We hereby undertake to make arrangement for signing of agreement between OEM and ITI as per end customer's EoI/RFP/Tender requirements.

We hereby undertake that the OEMs who meet the eligibility and other conditions as per end customer's EoI/RFP/Tender requirement will be finalized by us and produce the required eligibility documents and other related documents of the OEM for final bid submission.

We 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 end customer's EoI/RFP/Tender terms&conditions.

We hereby declare to supply equipment/components which are brand new, first hand and contain no previously used, recycled or refurbished components.

We hereby declare not to partner with any other organization for addressing this EoI/RFP/Tender.

We hereby declare to accept payment terms on back-to-back basis. Penalties, if any, will be borne by us.

We hereby declare to provide Bank Guarantee (110% of value for the period till the advance is settled) for getting the advance payment if any on back-to-back basis.

We hereby 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

Dated this      Day of                      **2021**

Authorized Signatory

Name:

Designation:

(Company Seal)

Note: To be submitted in Company Letterhead

**(Annexure-E)****Compliance Statement of Eligibility Criteria**

Ref: Tender no. .... dated .....

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

Dated this      Day of                      **2021****Authorized Signatory**Name:  
Designation:  
(Company Seal)

**(Bid Security Declaration / Annexure-F)**

To  
ITI Limited, MSP-UP  
ITI Bhavan, TC-18V  
Vibhuti Khand, Gomti Nagar  
Lucknow-226 010, India

**Subject: Bid Security Declarations against Expression of Interest (EOI) for Supply, Installation, Testing and Commissioning of LAN Network Setup in Govt. Department**

Ref: Tender no. .... dated .....

Dear Sir,

**I/We, the undersigned hereby declare that:**

I/We know that the bid should be supported by a Bid Security Declaration (in lieu of Rs. 25,00,000.00 as EMD) in accordance with your conditions. I/We accept to automatically be suspended from being eligible for bidding in any contract in ITI Limited for a period of three years from the date of opening of Bid, if I am/We are in breach of our obligation(s) under the bid conditions, because I/We

- a) have withdrawn our Bid during the period of bid validity or its extended period, if any; or
- b) having been notified of the acceptance of our Bid by the Contracting Authority within the period of bid validity
  - (i) have withdrawn/modified/amended, impairs or derogates from the EOI / tender, my/our Bid during the period of bid validity or its extended period, if any;  
OR
  - (ii) have failed or refused to furnish a Performance Security in accordance with the Condition of the EOI/Tender Document;  
OR
  - (iii) have failed or refused to sign the contract.

I/We know that this Bid Security Declaration will expire, if contract is not awarded to us, upon:

- a) the receipt of your notification to us of the name of the successful Bidder; or
- b) thirty days after the expiration of the validity of my/our Bid or any extension to it.

Dated this      Day of                      **2021**

**Authorized Signatory**

Name:  
Designation:  
(Company Seal)

Note: To be submitted in Company Letterhead

**(Annexure-G)**

**INTEGRITY PACT**

PURCHASE ORDER No.

THIS Integrity Pact is made on.....day of .....21 .

**BETWEEN:**

ITI Limited having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bangalore – 560 016 and established under the Ministry of Communications, 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:**

..... represented by ..... Chief Executive Officer (hereinafter called the 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 contractor ON THE SECOND PART.

**Preamble**

WHEREAS the Principal intends to award, under laid down organizational procedures, contract for ..... of ITI Limited. 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 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.

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 Tender 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**

- 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 bidder(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 provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Actor if there be a substantive suspicion in this regard, 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 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 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 contractor(s) will not enter with other 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 contractor(s) will not commit any offence under IPC/PC Act, further the 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 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 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 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 Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

### **SECTION 3 – DISQUALIFICATION FROM TENDER PROCESS & EXCLUSION FROM FUTURE CONTRACTS**

- 3.1 If the 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 to put his reliability or credibility in question the Principal is entitled to disqualify Contractor(s) from the tender process.
- 3.2 If the 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 to exclude including blacklisting for future 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 Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.
- 3.3 The 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 Contractor(s) could be revoked by the Principal if the 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 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 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-contractors/sub-vendors/associates.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this Integrity Pact or violate its provisions.

#### **SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)/ CONTRACTOR(S)**

- 7.1 If the Principal receives any information of conduct of a Contractor(s) or sub-contractor/sub-vendor/associates of the 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.
- 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 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 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 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 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 a reasonable time 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 Ahmad, IPS (retd.)  
M-1101, Shalimar Gallant Apartment  
Vigyanpuri Mahanagar  
LUCKNOW – 226 006

Any changes to the same as required / desired by statutory authorities is applicable.

#### **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 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 Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the 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 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 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.
- 12.5 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 the witnesses:

For PRINCIPAL

For CONTRACTOR(S)

.....  
(Name & Designation)

.....  
(Name & Designation)

Witness

Witness

1) ..... 1).....

2) ..... 2).....

**(Annexure-H)**

**AGREEMENT FOR PRE-BID TIE-UP**

This agreement is made at ..... on the ..... Day of ..... 2021 between ITI Limited, having its registered office at ITI Bhavan, Doorvaninagar, Bangalore 560016 and MSP office at ITI Bhavan, TC-18V, Vibhuti Khand, Gomti Nagar, Lucknow-226010 which is a Govt. of India Undertaking, hereinafter referred to as party of the First Part (ITI), which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns.

AND

M/s ..... having its registered office at ..... hereinafter referred to as party of the Second Part (Firm Short Name.. XYZ-SI), which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors.

**WHEREAS** ITI is engaged in the design & development, engineering, production, marketing & maintenance of wide range of telecom products covering the whole spectrum of Switching, Transmission, Access and Subscriber Premises Equipment. Besides offering the latest telecom solutions and customized support to a variety of business, the company is also consolidating more of its diversifications into IOT, E-Governance, IT projects and Services sector with eye to future for its clients.

**WHEREAS** ITI has advertised in ITI website for “EOI for Empanelment of ITiS Providers” vide EOI no. ITI/CORP-CM-ITiSP dated 01.06.2020 and thereafter ongoing open Expression of Interest captioned as “EOI for Empanelment of Vendors” vide no. ITI/CORP/MKTG/Empanelment dated 06.03.2021 for the empanelment of System Integrator (SI).

**WHEREAS** XYZ-SI, has been empanelled in ITI through the above said open empanelment process and an agreement is signed between ITI & XYZ-SI on dated .....

**WHEREAS** ITI wishes to submit proposal against the customer tender/requirement. For this purpose, ITI is willing to enter into a pre-bid tie-up with the bidder declared successful through the limited tendering process among Eligible ITI Empanelled Vendors.

Customer Tender/Requirement refers to the tender floated by the customer or requirement received from the customer as specified in ITI EOI/RFP/Tender.

ITI tender refers to the EOI/RFP/Tender floated by ITI for pre-bid tie-up with the successful bidder. **WHEREAS XYZ-SI has been declared successful for the pre-bid tie-up in the ITI EOI/RFP/Tender No. .... dated .....** AND WHEREAS as per the said agreement dated mentioned above parties have agreed to enter into this agreement.

**NOW, THEREFOR THE PARTIES HERETO AGREE AS FOLLOWS:**

1. As a result of this tie-up the proposal shall be submitted by SI to ITI and ITI shall be at liberty to bid directly for the following Customer Tender/Requirement. XYZ-SI shall put maximum efforts to secure order in favour of ITI.
  - a. **Customer Tender/Requirement** .....
  - b. **Customer Tender/Requirement Number** .....
2. The following documents shall form and be read and construed as part of this agreement viz.
  - All the correspondence till award of contract i.e. corrigendum, addendum, LOI etc.
  - Technical and Financial bids submitted by bidder against ITI tender.
  - Customer Tender/Requirement document for which the pre-bid agreement is signed (Tender document copy enclosed).
  - ITI tender document copy (Tender document copy enclosed).
  - **SI Empanelment Agreement dated** .....
  - General Tender floated by ITI for Empanelment of System Integrator vide nos. ITI/CORP-CM-ITiSP dated 01.06.2020 and ITI/CORP/MKTG/Empanelment dated 06.03.2021.
  - LOI & Purchase Order will be issued after the award of the work/supply to ITI.
  - LOI will be issued within 07 days of receipt of order by ITI.
3. XYZ-SI has agreed to give ITI .....% net revenue share.
4. This tie-up is exclusive and neither ITI nor XYZ-SI or its business affiliates/ assigns/ associate companies shall enter into any agreement with any other agencies or organizations for the said supplies/work for this customer Tender/Requirement (specified in the EOI/RFP/Tender) for which the pre-bid tie-up agreement is signed. In case it was found later by ITI that XYZ-SI or its business affiliates/ associate companies have entered into a tie-up with competitor of ITI for the same tender/project/works/supply then ITI may terminate this agreement or withdraw from the tie-up. In such a case, ITI shall have right to recover liquidated damage @ 15% of the total share of ITI determined at the rate mentioned in preceding clause (Clause no. 3) and will ban from business dealings with ITI.
5. **CONFIDENTIALITY:**  
Both parties along with their employees/ affiliates/ associates working on the specified projects hereto agrees to maintain strict confidentiality of all information of technical or business nature provided to it by the other Party pursuant to this Agreement and other subsequent agreements between the parties. Parties shall not sell, give or disclose and shall take all necessary actions to prevent the disclosure to any third party or person of any

such information during the currency of this agreement and two year thereafter. Each Party shall use such confidential information received from the other party only for the purpose of performing its obligations arising under this or any subsequent agreement between the parties. XYZ-SI shall not disclose about this tie-up and the profit revenue under the tie-up.

SI shall indemnify ITI against all third party claims of infringement of patent, royalties, trademark or industrial design, rights arising from use of the goods or any part thereof.

**6. VALIDITY:**

This agreement shall be valid till the completion of the projects/ work awarded under the tender. During the tenure of this agreement and during any extended period parties hereto shall utilize the services of each other on an exclusive basis as per terms and conditions of this agreement.

**7. TERMINATION:**

- a) This agreement shall stand terminated in case ITI does not get the PO from the end customer.
- b) ITI may terminate the agreement in the events mentioned in clause.4 above.
- c) However, the termination of the agreement in either of the above cases will not absolve SI of his duties and responsibilities which may have arisen prior to the termination. ITI shall have the right to demand performance or to get the same executed through a third party at the risk and cost of SI. This shall be at the sole discretion of ITI.

8. The distribution of Scope of Work shall be as per SI agreement. Transfer/sub-letting/assigning of this contract is restricted as per the terms of agreement.

**9. Liquidated Damage:**

- a) Liquidated Damages shall be levied on back to back basis i.e. ITI shall deduct from the payment an amount equal to the LD levied on ITI by the end customer.
- b) Notwithstanding the above clause, If SI fails to complete the work within the time period specified in the contract (PO, letter of Offer etc.) ITI has the right to impose liquidated damages without prejudice to other remedy under this contract, deduct from the contract price a sum calculated on the basis of the total contract price including subsequent modification. Deduction shall apply as per the following formula. In case of delay beyond the contractual date of completion (without extension of contract by ITI) the total price is to be reduced by 0.5% (half percent) of the contract price for each completed week or part thereof subject to maximum of 10%(ten percent) of the total contract price. In case of such delays, the invoice value is to be reduced proportionately and payment shall be released accordingly. The officer nominated by the CMD ITI shall have full power to impose and recover liquidated damage on SI if the LD is imposed on ITI, by either adjusting from the security deposit or any other payment due to SI.
- c) In case there is no LD levied on ITI by the end customer, ITI may consider waiving off the LD considering the efforts put in by the SI.

10. SI shall be required to register on the GST common portal and tax shall be as per the prevailing rates declared by the government from time to time. SI shall be liable to comply

with all statutory applicable laws. All duties/tax/demand which is imposed on ITI shall be deducted from payment or adjusted from security deposit of SI.

11. Terms and conditions of PO received pursuant to customer tender/requirement shall be binding on the SI on back to back basis. Payment shall be made on back to back basis i.e. when ITI has received payment from ultimate customer, other payment terms as stated in the agreement is binding on SI.
12. Courts at Lucknow shall have exclusive jurisdiction.

IN WITNESSES WHEREOF the respective parties have put their hands on the day and the year first hereabove mentioned in the presence of following witnesses.

**Party of the First Part  
For ITI LIMITED**

**Party of the Second Part  
For XYZ-SI**

Firm seal stamp

Firm seal stamp

- 1. Project Division:
  - a. Signature.....
  - b. Name.....
  - c. Designation .....
- 2. Material Management Division:
  - a. Signature.....
  - b. Name.....
  - c. Designation .....
- 3. Finance Division:
  - a. Signature .....
  - b. Name .....
  - c. Designation .....

- Authorized Signatory:
  - a. Signature.....
  - b. Name.....
  - c. Designation .....
- 1. WITNESS:
  - a. Signature.....
  - b. Name.....
  - c. Designation .....
- 2. WITNESS:
  - a. Signature.....
  - b. Name.....
  - c. Designation .....

**Approved by:**  
Addl. General Manager, MSP-UP



**(Annexure-I)****PROCEDURE FOR SUBMISSION OF E-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://itiltdeuniwizarde.com>

**1. Registration Process on ONLINE Portal**

- a. Bidders to enrol on the e-Procurement module of the portal <https://itiltdeuniwizarde.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://itilted.uniwizarde.com>). Steps are as follows:

**(Home page** ⇒ **Downloads** ⇔ **Bidder Manuals**).

- b. The tenders will be received online through portal <https://itilted.uniwizarde.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://itilted.uniwizarde.com>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available on the website <https://itilted.uniwizarde.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://itilted.uniwizarde.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

**ASSISTANCE TO BIDDERS**

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the 12x7 Helpdesk Support.

Please feel free to contact ITI Helpdesk (as given below) for any query related to e-tendering.

- d) MR. ABHISHEK KUMAR -- 9355030617  
e) MR. ANAND SINGH -- 9355030602  
f) MR. ANKIT KUMAR -- 7903267845