



COVER – 1
TECHNICAL BID

ITI LIMITED
REGIONAL OFFICE
HYDERABAD

Expression of Interest-2020-21/10

संदर्भ/Ref: ITI/MSP-HYD/EOI/APSWAN/2020-21/10

Dt.13.10.2020

आईटीआई लिमिटेड, एक केंद्रीय सरकार। सार्वजनिक क्षेत्र का उपक्रम, संचार और सूचना मंत्रालय के अधीन आता है, योग्य बोलीदाताओं / Empanelled बिजनेस एसोसिएट्स / कंसोर्टियम पार्टनर्स / MOU भागीदारों से तकनीकी और वाणिज्यिक बोलियों के लिए अलग से दो (2) सील किए गए एक्सप्रेशन ऑफ इंटेरेस्ट (EOI) को आमंत्रित करता है।

आंध्र प्रदेश राज्य में "APSWAN के APSDWAN" के इच्छुक विक्रेता

ITI LIMITED, a Central Govt. Public Sector Undertaking, comes under the Ministry of Communication 's & IT, invites sealed Expression of Interest (EOI) in two (2) sealed covers separately for technical and commercial bids from Eligible bidders/Empanelled Business Associates /Consortium Partners/MOU partners/OEM's or interested vendors for "Upgrade of APSWAN to APSDWAN " in the state of Andhra Pradesh

- a. EOI @ हैदराबाद जमा करने की अंतिम तिथि 19.10.2020 @ 15.00 घंटे.
Last date for submission of bids against this EOI @ ITI LIMITED, Hyderabad. 19.10.2020 @ 15.00 Hrs.
- b. EOI का उद्घाटन 19-10-2020 को @ 15.30 पर है.
Opening of EOI @ ITI LIMITED Hyderabad 19.10.2020 @ 15.30 Hrs.
- c. बयानाराशि/Earnest Money Deposit: Rs.35,00,000/- (In the form of DD/Banker's Cheque/ RTGS/NEFT in favor of ITI LIMITED payable at Hyderabad).
- d. पीबीजी /Performance Bank Guarantee: 10% of PO Value 90 days contract period.
- e. निविदा दस्तावेज लागत/ Tender document Cost: Rs. 50,000/-.
- f. निविदा मूल्य/ Tender Value (Advertised): Rs. 18,00,00,000/-
- g. ऑफर की वैधता/ Validity of Offer: 210 days.
- h. समापनकीअवधि/ Completion period: 5 years 4 months.
- i. गारंटी/Warranty: Back to back.
- j. EOI Document FEE: R. 1,000.00 (Plus GST @ 18%) should be submitted along with this EOI.

The EOI should be addressed to Dy. General Manager, ITI LIMITED, Regional Office, 3rd Floor, 3-6-365/A, SAMA Towers, Liberty 'X' Roads, Himayatnagar, Hyderabad – 500 029, Phone: 04023262535, 23262555, Fax: 040-23262545.

After evaluation of EOI, finally selected bidder should become Business Associate of ITI Limited by paying Rs. **10,000.00 + GST (at present 18%)** along with empanelment application form in duplicate. Please visit our site www.itytd-india.com to get empanelment form.

Eligibility Criteria:

- Annual financial turnover during the last 3 years, ending 31st March of the previous financial year should be at least 30% of the estimated cost of the EOI and profit making for each of the last 3 financial years.
- Experience and past performance on similar contracts for last years as on 31.03.2019.
- ITI Limited, Hyderabad reserves the right to accept or reject in part or full, any or all the applications for this EOI.

Sl. No.	Ref No:	Date:	
		Compliance	Page No.
1	Name of the Organization (Company/Partnership firm/Proprietorship concern, etc.) (Write the full company name and enclose the copy of the same)		
2	Certificate reference of registration (Write the registration no. and enclose the copy of the same).		
3	Date of Incorporation/Registration. (Write the date)		
A	<i>Memorandum and Articles of Association/partnership deed (Copy of MOA to be submitted)</i>		
B	<i>Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site address. (Should enclose On letter head).</i>		
4	Nature/type of work for which firm is registered. (Mention the type of business for which company/firm registered).		
5	GST Registration no. (Write the GST Reg. No. and enclose the copy for the same)		
6	PAN No. with IT returns (Write the Pan No and enclose the copy for the same).		
7	Annual turnover for last 3 Financial Years As per audited accounts.		
	a) Year 2019-20		
	b) Year 2018-19		
	c) Year 2018-19		
8	Annual Profit For last 3 financial Years for Audited accounts.		
	a) Year 2019-20..		
	b) Year 2018-19.		
	c) Year 2017-18.		

9	Net worth as per audited accounts for last financial year in Lakhs. (Should have positive) (Mention the amount and enclose copy of the certificate issued by CA).		
10	Solvency certificate issued during the last six months (Mention the value and enclose copy of the certificate issued by bank).		
11	Past experience of handling projects/similar works (Business category –wise) (Mention the details of the PO’ s received and enclose the copies of the PO’ and completion certificates)..		
12	Amount and details of PO’s received. (Mention the amount of the each PO received).		
13	Amount and details of PO Executed/completed along with completion certificates. (Mention the value of the completed PO and enclose the completion certificates).).	
14	Previous experience with ITI Limited if any. (Write YES/NO)		
15	Product/Project wise business projection for the next two years with value. (Mention the value of the business suppose to be with ITI LIMITED for two years).		
16	Acceptance for submitting: A. Tender cost, Transaction Fee, EMD (selected bidder will be asked to submit the Tender cost, Transaction Fee, EMD). B. PBG/SD, Corpus fund (Selected bidder will be asked to submit the PBG/SD at the time LOA/LOI).	YES/NO YES?NO	
17	Acceptance for all technical, payment and other Tender terms and conditions of end customer on fully back to back basis.	YES/NO	
18	Additional credit period to ITI Limited if any, from the date of payment received from customer. (Mention the time period for the same).		
19	Man power details:		
	a) Technical (Require to submit manpower details as per EOI). (Mention the no of personal available).		
	b) Non technical – (Require to submit manpower details as per EOI). (Mention the no of personal available).		
20	I. Supply: ITI reserves the right to take up 50% of supply portion of work. II. Installation & Commissioning: a. ITI reserves the right to take up the 50% 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	YES/NO YES/NO	

	<p>be on balance 50% portion of the proportionate work only.</p> <p>b. Accepting of testing and commissioning will be back to back basis.</p> <p>III. AMC Services:</p> <p>a. ITI Products: AMC will be done by ITI Limited</p> <p>b. Non ITI Products: ITI Limited reserves the right to take up the 50% 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 50% portion of the proportionate work only.</p> <p>IV. AMC Materials:</p> <p>a. Rates to be arranged from OEM by Bidder/BA.</p> <p>V. WARRANTY: Back to back as per terms and conditions of the end customer.</p>	<p>YES/NO</p> <p>YES/NO</p> <p>YES/NO</p> <p>YES/NO</p> <p>YES/NO</p>	
21	<p>A. After submitting the offer to ITI Limited, if ITI Limited stood L1 and BA refuse to execute the project the EMD will be forfeit & work will be executed at the risk and cost of BA.</p> <p>B. After issuing the LOA if BA 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 BA and EMD will be forfeited.</p> <p>C. IF the BA 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 BA and SD/PBG, EMD forfeited.</p> <p>D. LD/Penalty: ITI Limited will have the full right to impose LD/Penalty on BA/Bidder if the performance of BA/Bidder is not satisfactorily, irrespective of end customer terms and conditions.</p>	<p>YES/NO</p> <p>YES/NO</p> <p>YES/NO</p> <p>YES/NO</p>	
22	Acceptance of validity of the quote as per the Terms and conditions of the RFP/Tender of the end customer.	YES/NO	
23	Any tax payment, which cannot be passed on to BA as per back to back terms, will be paid by ITI Limited to BA, as and when the same will be received by ITI Limited from end customer.	YES/NO	
24	Business Associate/Bidder should Indemnify the entire PO value of end customer, if awarded on	YES/NO	

	them.		
25	Business Associate/Bidder should have office at Hyderabad.	YES/NO	
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 - A)</i>	Copy of the Certificate duly Notarized should be submitted.	
27	After awarding LOA while executing the project, if any advance payment received by ITI Limited from end customer, same can be released to Business Associate/Bidder against 110% of Bank Guarantee.	YES/NO	
28	Party/BA has to submit Notarized Power of Attorney for Signing the EOI document and Board resolution for the same.	Copy of the same should be submitted	
29	Proof of concept (POC), Technical demonstration/Presentations to be arranged by the selected Bidder/Business Associate as per the end customer.	YES/NO	
30	<p>a. Bidder 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>	<p>YES/NO</p> <p>YES/NO (Copy for the same to be submitted)</p>	
31	Bidder should submit the undertaking for OEM qualification criteria as per end customer.	YES/NO	
32	Selected Bidder/Business Associate are ready to submit the techno/commercial compliance and Price Bid of end customer within one day of intimation to them.	YES/NO	
33	Sub contract of the contracted works in any form will not be allowed.	YES/NO	
34	Bidder/Business Associate has to sign the Integrity pact (Annexure – B)		

COVER - 2

PRICE BID

संदर्भ/Ref: ITI/MSP-HYD/EOI/APSWAN/2020-21/10

Dt.13.10.2020

Due Date of Submission: 19.10.2020 at 15:00 Hrs.

OFFERED NET MARGIN (NET OF TAX) TO ITI

<u>Description of Job</u>	<u>Net margin to ITI over quoted price to end customer (in Percentage figure)</u>	<u>Net margin to ITI over quoted price to end customer (in percentage words)</u>
<i>Nature of work: for “Upgrade of APSWAN to APSDWAN “ in the state of Andhra Pradesh</i>		
<i>The BOQ (Bill of Quantity) for which services are required (from the bidder through this EOI process) will be finalized after the finalization of this EOI only. Post warranty AMC support (if not mentioned in the main tender/EOI/ NIT), if required, is to be provided by the bidder as per the mutual understanding/acceptance of Bidder, ITI & end customer.</i>		

Signature of authorized person of the bidder:

Place:

Date:

Full Name in Block Letter:

Seal of Company

FORMAT FOR NON-BLACK-LISTING

Undertaking (To be in Bidder's Letter Head)

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

1. *are not blacklisted by Central Govt./ any State or UT Govt./PSU/ organized sector in India as on submission of EOI proposal.*
2. *to work with ITI as per this EOI and Customer Tender terms and conditions. Also we agree to implement the project (scope of work as per Tender terms and conditions including investment) covering warranty & post-warranty services, maintenance etc, in the event of ITI winning the contract on back-to-back basis.*
3. *to submit tender fee, EMD (while submitting the bid to the customer) towards bid security (Bank Guarantee / Demand Draft/Online Payment from any Nationalized / Scheduled Bank) & Performance Bank Guarantee to customer / ITI (as decided by ITI) as per Customer Tender terms & conditions. Where ITI is exempted from providing EMD & PBG or allowed to submit Corporate Guarantee in place of Bank Guarantee to customer, we will provide EMD (while submitting the bid to the customer) & PBG to ITI as per customer tender terms.*
4. *that we will be equipped with the required manpower with qualifications, certifications and experience as required in the customer tender.*
5. *that we will be able to give the proposed solution as required in the.*
6. *to get required certificate & support (warranty & post-warranty/ maintenance) in the name of ITI from the OEM as per customer tender requirement.*
7. *to obtain relevant statutory licenses for operational activities.*
8. *to sign Consortium Agreement /Teaming Agreement, Integrity Pact with ITI for addressing the customer tender as per customer's tender terms and conditions.*
9. *to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.*
10. *undertake to arrange to sign agreement with OEM and ITI as per customer tender requirement*
11. *that OEMs who meet the eligibility and other conditions as per customer tender requirement, will be finalized by us and produce the required eligibility documents and other related documents of the OEM for customer bid submission.*
12. *hereby agree to take the responsibilities covered in the agreement (on back-to-back basis) to be signed between ITI & OEM (if required) as per customer tender conditions.*
13. *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.*

14. *not to partner with any other organization for addressing this EOI/tender.*
15. *to accept payment terms on back-to-back basis. Penalties, if any, will be borne by us.*
16. *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 rights to split the balance orders (after taking out the ITI portion) in 70%: 30% ratio between H1 and H2 (Highest margin bidders) for speeding up the work, provided H2 bidder matches H1 margins offered, and wherever technically feasible.*
3. *All activities like Proof of concept on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of agencies.*
4. *Agencies should be willing to impart required training to ITI engineers for undertaking services & execution of project.*
5. *Agencies will be responsible for any short coming in the BOM and the same should be rectified free of cost.*
6. *Agencies should be willing to provide TOT for manufacture of offered products in ITI.*
7. *Agencies 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 BA 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 norms.

पूर्वअनुबंधकीगहनताइकाई

(सादेकागजपरनिष्पादितकियाजासकताहैऔरतकनीकीबोली / निविदादस्तावेजोंकेसाथप्रस्तुतकियाजासकताहै,
जिसमेंआरएस -----

याअधिककामूल्यहो।बोलीकर्ताद्वाराहस्ताक्षरितकियाजाना।औरआईटीआईलिमिटेडकीओरसेसंबंधितअनुबंधपरहस्ताक्षरकरनेकेलिएएकहीहस्ताक्षरकर्तासक्षम / प्राधिकृत।

निविदानहीं

यहअखंडतासंधि केदिन 20परबनीहै

केबीच:

आईटीआईलिमिटेड, आईटीआईभवन, द्वारवनगर, बैंगलोरमेंअपनापंजीकृतऔरकॉर्पोरेटकार्यालयहै - 560 016औरभारतसरकारकेसंचारऔरआईटीमंत्रालयकेतहतस्थापितकियागया) बादमेंप्रिंसिपलकहाजाताहै(, जिसेशब्दतबतकबाहररखाजाएगायाजबतकसंदर्भकेलिएवापसनहींलियाजाएगा।, इसकेअध्यक्षऔरप्रबंधनिदेशक, निदेशकों, अधिकारियोंयाउनमेंसेकिसीकोभीअध्यक्षऔरप्रबंधनिदेशकद्वारानिर्दिष्टकरनेकेलिएइसओरशामिलकरनेकेलिएसमझा जाताहैऔरइसकेउत्तराधिकारियोंकोभीशामिलकियाजाएगा(

तथा:

।द्वाराप्रतिनिधित्व।मुख्य . केकार्यकारीअधिकारी) इसकेबादबोलीदाता) ओं / (ठेकेदार) ओं (कोकहाजाताहै(, जिसेतबतकनहींरखाजाएगा, जबतककिइसकेअपवादकोनिरस्तनहींकियाजातायाइसेइसकेउत्तराधिकारियों, प्रतिनिधियों, उत्तराधिकारियोंऔरबोलीदाता / अनुबंधकेअसाइनकोशामिलकरनेकेलिएसमझाजाताहै।दूसराभाग।

प्रस्तावना

प्रधानाचार्यपुरस्कारकेलिएसंगठनात्मकप्रक्रियाओं, निविदा / अनुबंध) स्टोर / उपकरणों / वस्तुओंकानाम (केतहतपुरस्कारदेनेकाइरादारखताहै।प्रधानाध्यापक, भूमिकेसभीप्रासंगिककानूनों, विनियमों, संसाधनोंकेआर्थिकउपयोगऔरनिष्पक्षता / पारदर्शिताकेसंबंधमेंअपनेबिडर) एस / (ठेकेदार) एस (केसाथपूर्णअनुपालनकामहत्वदेतेहैं।

इनलक्ष्योंकोप्राप्तकरनेकेलिए, प्रिंसिपलनेएकस्वतंत्रबाहरीमॉनिटर (आईईएम) नियुक्तकियाहै, जोइससमझौतेमेंउल्लिखितसिद्धांतोंकेअनुपालनकेलिएनिविदाप्रक्रियाऔरअनुबंधकेनिष्पादनकीनिगरानीकरेगा।

इसउद्देश्यकोपूराकरनेकेलिए,

दोनोंपक्षइसअखंडतासमझौतेमेंप्रवेशकरनेकेलिएसहमतहुएहैंऔरनियमऔरशर्तेंभीअभिन्नअंगऔरनिविदादस्तावेजोंकेपार्सलऔरपार्टियोंकेबीचअनुबंधकेरूपमेंपढ़ीजाएंगी।

अब इसके अलावा,

इस देश में आने वाले दलों की संख्या के हिसाब से मुतवल्ली वर्गों की संख्या में वृद्धि हुई है और इस समय जौते के तहत इस समय जौते को ला गू किया जा रहा है:

खंड 1 - मूल सिद्धांत

1.1 प्रधानाचार्य भ्रष्टाचार को रोकने और निम्नलिखित सिद्धांतों का पालन करने के लिए आवश्यक सभी उपाय करने के लिए स्वयं को प्रतिबद्ध करता है:

ए। प्रिंसिपल का कोई कर्मचारी, व्यक्तिगत रूप से या परिवार के सदस्यों के माध्यम से, अनुबंध या मांग के निष्पादन के लिए निविदा के संबंध में, स्वयं या तीसरे व्यक्ति के लिए, किसी भी सामग्री या सारलाभ के लिए एक वादान नहीं करता है या स्वीकार करता है, जो व्यक्तिगत है कानूनी रूप से हकदार नहीं है।

ख। प्रधानाचार्य,

निविदा प्रक्रिया के दौरान सभी बोलीदाता को इच्छा और कारण के साथ व्यवहार करेंगे। टेंडर प्रक्रिया से पहले और उसके दौरान प्रिंसिपल विशेष रूप से, सभी बोलीदाता को समान जानकारी प्रदान करेंगे और किसी भी बोलीदाता (ओं) (को गोपनीय / अतिरिक्त जानकारी प्रदान नहीं करेंगे, जिसके माध्यम से बोली लगाने वाले को संबंध में एक लाभ मिल सके। निविदा प्रक्रिया या अनुबंध निष्पादन के लिए।

सी। प्रधानाचार्य सभी ज्ञात पूर्वाग्रही व्यक्तियों की प्रक्रिया से बाहर कर देंगे।

1.2 यदि प्रधानाचार्य अपने किसी कर्मचारी के आचरण के बारे में जानकारी प्राप्त करता है, जो आईपीसी / पीसी अधिनियम के तहत एक अपराधिक अपराध है या यदि इस संबंध में कोई ठोस संदेह है, तो प्रिंसिपल मुख्यतः तर्कता अधिकारी को सूचित करेगा और इसके अलावा अनुशासनात्मक पहल कर सकता है। इसकी आंतरिक निर्धारित नियमों / विनियमों के अनुसार कार्रवाई।

खंड 2 - बोलीदाता / अनुबंधकर्ता की समितियां

2.1 बोलीदाता (ओं) / ठेकेदार (ओं)

ने भ्रष्टाचार को रोकने के लिए आवश्यक सभी उपाय करने के लिए खुद को प्रतिबद्ध किया। वह निविदा प्रक्रिया में भागीदारी के दौरान और अनुबंध के निष्पादन के दौरान निम्नलिखित सिद्धांतों का पालन करता है।

ए। निविदाकर्ता प्रक्रिया में शामिल प्रधानाचार्य के कर्मचारियों या अनुबंध के निष्पादन या किसी भी तीसरे व्यक्ति को किसी भी सामग्री के लिए बोली लगाने (ओं) / ठेकेदार (ओं), सीधे या किसी अन्य व्यक्ति या फर्म की पेशकश, वादा या देने के लिए नहीं होगा निविदा प्रक्रिया के दौरान या अनुबंध के निष्पादन के दौरान किसी भी तरह के किसी भी लाभ के बदले में वह अन्य लाभ जो वह / वह कानूनी रूप से हकदार नहीं है, को प्राप्त करने के लिए।

खा.बोलीदाता (ओं) / ठेकेदार (एस) अन्यबोलीदाताओं /

ठेकेदारोंकेसाथकिसीभीअज्ञातसमझौतेयासमझमेंप्रवेशनहींकरेंगे,

चाहेवहऔपचारिकहोयाअनौपचारिक।यहविशेषरूपसेकीमतों, विनिर्देशों, प्रमाणपत्रों, सहायकअनुबंधों, बोलियोंकोप्रस्तुतकरनेयागैर-

अधीनतायाप्रतिस्पर्धाकोप्रतिबंधितकरनेयाबोलीप्रक्रियामेंकार्टिलाइजेशनलागूकरनेकेलिएकिसीभीअन्यकार्योंपरलागू होताहै।

सी।व्यक्तिगतलाभकीप्रतियोगिताकेलिए, यादूसरोंकेपासजानेकेलिएबोलीलगानेवाले (ठेकेदार), आईपीसी /

पीसीअधिनियमकेतहतकोईअपराधनहींकरेंगे, आगेबोलीदाता (ठेकेदार) / ठेकेदार (एस)

अनुचितरूपसेउपयोगनहींकरेंगे।इलेक्ट्रॉनिकरूपसेसम्मिलितयाप्रेषितजानकारीसहितयोजनाओं,

तकनीकीप्रस्तावोंऔरव्यावसायिकविवरणोंकेसंबंधमेंप्रधानाचार्यद्वाराप्रदानकीगईकोईभीजानकारीयादस्तावेज।

घ।विदेशीमूलकेबोलीदाता (ठेकेदार) / ठेकेदार (एस) भारतमेंएजेंटों / प्रतिनिधियोंकेनामऔरपतेकाखुलासाकरेंगे,

यदि कोईहो।इसीप्रकार, भारतीयराष्ट्रीयताकेबोलीदाता (ठेकेदार) / ठेकेदार (विदेशी)

रियासतोंकानामऔरपताप्रस्तुतकरेंगे, यदि कोईहो।

ई।बोलीदाता (ओं) / ठेकेदार (ओं) को, बोलीप्रस्तुतकरतेसमय,

किंएगएकिसीभीऔरसभीभुगतानोंकाखुलासाकरनाहोगा, जोअनुबंधकेपुरस्कारकेसंबंधमेंएजेंटों,

दलालोंयाकिसीअन्यबिचौलियोंकोबनानेकेलिएप्रतिबद्धहैंयाकरनाचाहतेहैं।

चा.बोलीदाता (ओं) / ठेकेदार (ओं)

कोकोईबाहरीप्रभावऔरसरकारनिकायोंकोप्रत्यक्षयाअप्रत्यक्षरूपसेअपनीबोलीकोआगेबढ़ानेकीप्रक्रियामेंनहींलाएगा।

जी।बोलीदाता (ओं) / ठेकेदार (s)

ऊपरउल्लिखितअपराधोंकेलिएयाऐसेअपराधोंकेलिएएकसहायकहोनेकेलिएतीसरेव्यक्तिकोउकसाएंगेनहीं।

खंड 3 - भविष्यकेपरिणामोंसेनिविदाप्रक्रियाऔरनिष्कासनसेसंबंधितविवरण

३.१ यदिनिविदाप्रक्रियाकेदौरानयाअनुबंधकेदौरानयानिष्पादनकेदौरानबिडर (ठेकेदार), ठेकेदार,

नेधारा २ याउससेअधिककेउल्लंघनमेंकोईअपराधकियाहै,

जैसेकिउसकीविश्वसनीयतायाविश्वसनीयताडालनेकेलिएप्रश्नमेंप्रिंसिपलनिविदाप्रक्रियासेबोलीदाता (ओं) / ठेकेदार (एस) कोअयोग्यघोषितकरनेकाहकदारहै।

3.2 यदिबोलीदाता (ओं) / ठेकेदार (ओं) नेउपरोक्तकीधारा 2 केउल्लंघनकेमाध्यमसेएकअपराधकियाहै,

जैसेकिउसकीविश्वसनीयतायाविश्वसनीयताकोसवालमेंडालनेकेलिए,

प्रिंसिपलभविष्यकेनिविदाकोब्लैकलिस्टकरनेसहितबाहरकरनेकाहकदारहोगा /

अनुबंधपुरस्कारप्रक्रिया।अपवर्जनकाअधिरोपणऔरअवधिपरिवर्तनकीगंभीरतासेनिर्धारितकीजाएगी।प्रधानाचार्यद्वारा प्रत्येकमामलेकेपूर्णतथ्योंऔरपरिस्थितियोंकोध्यानमेंरखतेहुएगंभीरताकानिर्धारणकियाजाएगा,

विशेषरूपसेप्रतिगमनकीसंख्याकोध्यानमेंरखतेहुए, बिडर (ओं) / ठेकेदार (ओं)

कीकंपनीपदानुक्रमकेभीतरप्रतिगमनकीस्थितिऔरनुकसानकीराशि।अपवर्जनन्यूनतमएकवर्षकीअवधिकेलिएलगायाजाएगा।

3.3बोलीदाता (ठेकेदार) /

ठेकेदारअपनीस्वतंत्रसहमतिकेसाथऔरकिसीभीप्रभावकेबिनासहमतहोतेहैंऔरइसतरहकेबहिष्करणकोआगेबढ़ानेऔर स्वीकारकरनेऔरआगेबढ़नेकेलिएप्रिंसिपलकेपूर्णअधिकारकासम्मानऔरसमर्थनकरनेकेलिएसहमतहोतेहैं।ऐसेबहिष्कार कासहारालेनेकेनिर्णयसेपहलेकिसीभीसुनवाईकीकमीसहितकोईभीआधारलियाजाताहै।उपक्रमस्वतंत्ररूपसेऔरस्वतंत्र कानूनीसलाहप्राप्तकरनेकेबाददियाजाताहै।

३.४यदिऐसामानाजाताहैकिउपलब्धसाक्ष्योंपरविचारकरनेकेबादप्रधानाचार्यकानिष्कर्षहैकिउपलब्धतथ्योंकेआधारपर कोईभौतिकसंदेहनहींहै।

3.5इसइंटीग्रेटीपैकटकेप्रावधानोंकाउल्लंघनकरनेवालेप्रभावकेलिएप्रिंसिपलकानिर्णयबिडर (एस) / ठेकेदार (एस) द्वाराकियागयाहै, अंतिमऔरबिडर (एस) / ठेकेदार (एस) परबाध्यकारीहोगा, हालांकिइससंधिकेउद्देश्यसेनियुक्तबिडर (ठेकेदार) / ठेकेदारआईईएमसेसंपर्ककरसकतेहैं।

3.6 अखंडतासंधिबोलीदाता (ओं) / ठेकेदार (ओं) केउल्लंघनसेउत्पन्नहोनेवालेकिसीभीप्रतिबंध / अयोग्यताकीघटनापर, इसखातेपरकिसीभीमुआवजेकाहकदारनहींहोगा।

प्रिंसिपलकीपूर्णसंतुष्टिकेअधीन, बिडर (एस) / ठेकेदार (एस)

केबहिष्कारकोप्रिंसिपलद्वाराद्विक्रियाजासकताहैअगरबिडर (एस) / ठेकेदार (एस)

यहसाबितकरसकताहैकिउसनेनुकसानकोबहालकियाहै / पुनः

स्थापितकियाहै।उनकेद्वाराऔरउनकेसंगठनमेंएकउपयुक्तभ्रष्टाचारनिवारकप्रणालीस्थापितकीहै।

खंड4 - पूर्वपरिवर्तन

4.1बिडर (ठेकेदार) / ठेकेदार (एस)

घोषणाकरताहैकिपिछले3वर्षोंमेंकिसीभीअन्यकंपनीकेसाथइसवफ़ादारीसंधिपरहस्ताक्षरकरनेसेठीकपहलेकोईभीपूर्वसं क्रमणनहींहुआहै, जोकिसीभीदेशमेंभ्रष्टाचार-विरोधी / पारदर्शिताअंतर्राष्ट्रीय (TI)

दृष्टिकोणकेअनुरूपहै।भारतकेकिसीभीसरकारीविभागकेभारतमेंकिसीभीअन्यसार्वजनिकक्षेत्रकेउपक्रमों /

उपक्रमोंकेसाथजोनिविदाप्रक्रियासेउनकेबहिष्कारकोउचितठहरासकतेहैं।

४. २यदि बिडर (ठेकेदार) / ठेकेदार इस विषय पर गलत बयान देते हैं,
तो उन्हें निविदा प्रक्रिया से अयोग्य ठहराया जा सकता है या उन के बहिष्कार के लिए कार्रवाई की जा सकती है जैसा कि धारा -
२ के उल्लंघन के लिए उपरोक्त धारा ३ के तहत उल्लिखित है। उपरोक्त और इस संधि के धारा -
५ के अनुसार हर्जाने के मुआवजे के लिए उत्तरदायी होगा।

खंड 5 - क्षति के लिए मुआवजा

5.1 यदि प्रधानाचार्य ने धारा 3 के अनुसार पुरस्कार से पहले निविदा प्रक्रिया से बोली दाता (ठेकेदार) /
ठेकेदार को अयोग्य घोषित कर दिया है, तो प्रिंसिपल अर्नेस्ट मनी डिपॉजिट / बिड सिक्योरिटी /
डिमांड को वापस लेने और क्षति पूर्ति के बराबर होने का हकदार है। बयाना मनी डिपॉजिट /
बिड सिक्योरिटी किसी भी अन्य कानूनी के अलावा जो प्रिंसिपल के लिए अर्जित हो सकती है।

5.2 प्रधानाचार्य के ऊपर 5.1 के अलावा ठेकेदार की चूक के कारण अनुबंध की समाप्ति से संबंधित अनुबंध के संबंधित प्रावधान के लिए
एस हारा लेने का हकदार होगा। ऐसे मामले में,
प्रिंसिपल ठेकेदार के प्रदर्शन बैंक गारंटी को रद्द करने या मांग और समाप्ति के खिलाफ अनुबंध समझौते के प्रावधानों के अनुसार परिस
मापन और सभी नुकसान की वसूली करने का हकदार होगा।

खंड 6 - सभी बोली दाताओं / ठेकेदारों का एक समान उपचार

6.1 प्रधानाचार्य समान मामलों के लिए सभी बोली दाताओं और ठेकेदारों के साथ सभी समान शर्तों पर वफादारी संधि में प्रवेश करें
गे।

6.2 बोली दाता (ठेकेदार) / ठेकेदार इस समझौते को अपने उप महाद्वीप (एस) / उप-विक्रेता (एस) / सहयोगी (एस),
यदि कोई हो,
और प्रधान के साथ ही प्रस्तुत करने के लिए हस्ताक्षरित करने का कार्य करते हैं अनुबंध पर हस्ताक्षर करने से पहले निविदा दस्तावेज /
अनुबंध। बिडर (ओं) [कॉन्ट्रैक्टर (ओं) को इस के किसी भी उप ठेकेदार / उप-विक्रेता /
सहयोगियों द्वारा वफादारी संधि समझौते में निर्धारित प्रावधानों के किसी भी उल्लंघन के लिए जिम्मेदार होगा।

6.3 प्रधानाचार्य उन सभी बोली दाताओं को निविदा प्रक्रिया से अयोग्य घोषित करेगा जो इस वफादारी संधि पर हस्ताक्षर नहीं कर
ते हैं या इसके प्रावधानों का उल्लंघन करते हैं।

खंड 7 - क्रमानुसार प्रभार लेने वाली बोली दाता (एस) / ठेकेदार (एस)

7.1 यदि प्रधानाध्यापक को किसी बिड ठेकेदार (एस) या उप-ठेकेदार / उप-विक्रेता / बिडर (एस) / ठेकेदार (एस)
के सहयोगियों के आचरण की कोई सूचना प्राप्त होती है,

जो भ्रष्टाचार का गठन करता है या यदि प्राचार्य को इस संबंध में संदेह है प्राचार्य उचित कार्यवाही के लिए प्रधान के मुख्य सतर्कता अधिकारी को सूचित करेंगे।

खंड 8 - स्वतंत्र बाहरी प्रबंधक (एस)

8.1 इस संधि के लिए प्रिंसिपल सक्षम और विश्वसनीय स्वतंत्र मॉनिटर (ओं)

को नियुक्त करता है। मॉनिटर का कार्य स्वतंत्र रूप से और निष्पक्ष रूप से समीक्षा करना है, चाहे पक्ष इस समझौते के तहत दायित्वों का पालन करें या नहीं।

8.2 मॉनिटर पार्टियों के प्रतिनिधियों द्वारा किसी भी निर्देश के अधीन नहीं है और अपने कार्यों को न्यूट्रल और स्वतंत्र रूप से करता है। वह प्रिंसिपल के अध्यक्ष और प्रबंध निदेशक को रिपोर्ट करेंगे।

8.3 बिडर (कांट्रैक्टर) / कांट्रैक्टर यह स्वीकार करता है कि बिडर (ओं) / कांट्रैक्टर (ओं)

द्वारा प्रदान किए गए एसहित प्रधानाचार्य के सभी उत्पाद प्रलेखन के लिए मॉनिटर को प्रतिबंध के बिना उपयोग करने का अधिकार है। बोलीदाता (ओं) / ठेकेदार (ओं) को भी मॉनिटर प्रदान करेगा, उनके अनुरोध पर और एक वैध हित के प्रदर्शन, अप्रतिबंधित और बिना शर्त उनकी परियोजना प्रलेखन के लिए उपयोग। मॉनिटर गोपनीयता और बिडर (ठेकेदार) / ठेकेदार (एस) की जानकारी और गोपनीयता के साथ व्यवहार करने के लिए संविदात्मक दायित्व के तहत है।

प्रधानाचार्य परियोजना से संबंधित पक्षों के बीच सभी बैठकों के बारे में मॉनिटर को पर्याप्त जानकारी प्रदान करेगा, बशर्ते कि ऐसी बैठक प्रधानाचार्य और बोलीदाता (ओं) / ठेकेदार (ओं)

के बीच संविदात्मक संबंधों पर प्रभाव डाल सकती है। जैसे ही मॉनिटर नोटिस करता है, या नोटिस पर विश्वास करता है, इस समझौते का उल्लंघन करता है,

वह प्रधानाचार्य के प्रबंधन को सूचित करेगा और प्रबंधन से अनुरोध करेगा कि वह सुधारात्मक कार्रवाई करे, या अन्य प्रासंगिक कार्रवाई करे। मॉनिटर इस संबंध में गैर-बाध्यकारी सिफारिशें प्रस्तुत कर सकता है। इसके अलावा, मॉनिटर को पार्टियों से मांग करने का कोई अधिकार नहीं है कि वे विशिष्ट तरीके से कार्य करते हैं, कार्रवाई से बचते हैं या कार्रवाई को बर्दाश्त करते हैं।

8.5.5 मॉनिटर ---- प्रधानाचार्य के अध्यक्ष और प्रबंध निदेशक को एक लिखित रिपोर्ट ----- से ----- सप्ताह तक भेजेगा, संदर्भ की तारीख से या प्राचार्य द्वारा उसे सूचित करना चाहिए। समस्या उत्पन्न करने वाले परिस्थितियों को सुधारने के लिए प्रस्ताव प्रस्तुत करें।

8.6 यदि मॉनिटर ने प्रिंसिपल और प्रिंसिपल के प्रबंध निदेशक को प्रासंगिक आईपीसी /

पीसी अधिनियम के तहत अपराध का संदेह व्यक्त किया है,

और प्रिंसिपल के अध्यक्ष और प्रबंध निदेशक ने उचित समय के भीतर कार्रवाई के लिए दिखाई कार्रवाई नहीं की है ऐसा अपराध यामु ख्य सतर्कता अधिकारी को इसकी सूचना दी, मॉनिटर इस सूचना को सीधे केंद्रीय सतर्कता आयुक्त को भी प्रेषित कर सकता है।

8.7 'मॉनीटर' शब्दमें एकवचन और बहुवचन दोनों शामिल होंगे।

8.8 वर्तमान में प्रिंसिपल द्वारा नियुक्त स्वतंत्र बाहरी मॉनीटर का विवरण नीचे प्रस्तुत है: -

श्री वेणुगोपाल के। नायर, IPS (retd)

पी -1, वॉटरफोर्ड अपार्टमेंट

पं। कुरुप्पन रोड, थवारा

कोच्चि - ६.२ ०१३, केरला

वैधानिक प्राधिकारियों द्वारा अपेक्षित / वांछित के अनुसार कोई भी परिवर्तन लागू है।

खंड 9 - निवेशकी सुविधा

9.1 इस संधिके किसी भी प्रावधान के उल्लंघन या कमीशन के भुगतान के किसी भी आरोप के मामले में,

प्रिंसिपल या इसकी एजेंसियां बिडर (एस) / कॉन्ट्रैक्टर (ओं)

के खातों सहित सभी दस्तावेजों की जांच करने की हकदार होंगी। बोलीदाता (ओं) / ठेकेदार (ओं)

को अंग्रेजी में आवश्यक जानकारी और दस्तावेज उपलब्ध कराए जाएंगे और दस्तावेजों के सत्यापन के उद्देश्य से प्रधानाचार्य को स भी मदद का विस्तार करना होगा।

खंड 10 - कानून और न्याय

10.1 संधि भारतीय क्षेत्र में लागू कानून के अधीन है। प्रदर्शन और क्षेत्राधिकार का स्थान प्रधान की सीट होगी।

10.2

इस संधि में निर्धारित की गई कार्रवाई किसी भी अन्य कानूनी कार्रवाई के पक्षपात के बिना है जो किसी भी नागरिक या आपराधिक कार्य वाही से संबंधित मौजूदा कानून के प्रावधानों के अनुसार हो सकती है।

खंड 11 - अंकविभाजन

11.1 यह समझौता तब शुरू होता है जब दोनों पक्षों ने कानूनी रूप से इस पर हस्ताक्षर किए हैं। यह प्रधानाचार्य की पूर्ण संतुष्टि के लिए, परियोजना / कार्य की वारंटी / गारंटी अवधि के पूरा होने पर 12 महीने के बाद समाप्त हो रहा है।

11.2 यदि बोलीदाता (ओं) / ठेकेदार (एस) असफल हैं, तो बोलीदाता (ओं) / ठेकेदार (ओं)

की ओर से विफलता के प्रमाण पर तीन महीने के बाद संधि स्वतः अमान्य हो जाएगी।

११. ३ यदि किसी दावे को संधि की वैधता के दौरान दर्ज किया गया है / किया गया है,
तो वह तब तक बाध्यकारी रहेगा और तब तक मान्य रहेगा जब तक कि वह प्रधानाचार्य के अध्यक्ष और प्रबंध निदेशक द्वारा छुट्टी /
निर्धारित नहीं किया जाता।

खंड 12 - अन्य प्रावधान

12.1 यह समझौता भारतीय कानून के अधीन है,

प्रदर्शन और अधिकार क्षेत्र का स्थान बंगलुरु में प्रिंसिपल का पंजीकृत और कॉर्पोरेट कार्यालय है।

12.2 परिवर्तन और पूरक के साथ-

साथ समाप्ति नोटिस दोनों पक्षों द्वारा लिखित रूप में किए जाने की आवश्यकता है। साइड एग्रीमेंट नहीं किए गए हैं।

12.3 यदि बोली दाता (ओं) / ठेकेदार (ओं) या एक साझेदारी,

संधि को सभी संघ के सदस्यों और भागीदारों द्वारा हस्ताक्षरित किया जाना चाहिए।

12.4 क्या इस संधि के एक या कई प्रावधान अमान्य होने चाहिए, इस संधि के शेष वैध बने रहे। इस मामले में,

पक्ष अपने मूल इरादों के लिए एक समझौते पर आने का प्रयास करेंगे।

12.3 इस संधि की अवधिके संबंध में पक्षकारों के बीच उत्पन्न होने वाले कोई भी विवाद / अंतर,

इस संधि या उसके अनुसार प्रधानाचार्य द्वारा की गई कोई भी कार्रवाई किसी भी मध्यस्थता के अधीन नहीं होगी।

12.

4 इस वफादारी संधि में कार्रवाई किसी भी अन्य कानूनी कार्रवाई के पक्षपात के बिना होती है जो किसी भी नागरिक या आपराधिक
कार्यवाही से संबंधित मौजूदा कानून के प्रावधानों के अनुसार हो सकती है।

गवाह में जहां पार्टियों ने इस अखंडता संधि पर हस्ताक्षर किए हैं और उस स्थान पर तारीख और क्रियान्वयन किया है जो पहले गवाह
की उपस्थिति में उल्लिखित किया गया है:

प्रमुख

फॉरबेडर (एस) / अनुबंधकर्ता (एस) के लिए

(नाम और पदनाम)

(नाम और पदनाम)

गवाह

गवाह

1)-----

1)-----

2)-----

2)-----

PRECONTRACT INTEGRITY PACT

(To be executed on plain paper and submitted along with Technical Bid/ Tender Documents having a value of RS----- or more. To be signed by the bidder and same signatory Competent/ Authorized to sign the relevant contract on behalf of the ITI Ltd).

Tender No.....

THIS Integrity Pact is made on.....day of.....20 .

BETWEEN:

ITI Limited _____ having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bangalore — 560 016 and established under the Ministry of Communications & IT, Government of India (hereinafter called the Principal), which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman & Managing Director, Directors, Officers or any of them specified by the Chairman & Managing Director in this behalf and shall also include its successors and assigns) ON THE ONE PART

AND:

.....represented by _____.Chief Executive Officer (hereinafter called the Bidder(s)/Contractor(s)), which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the bidder/contract ON THE SECOND PART.

Preamble

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

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will monitor the 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 Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the tender process and during the execution of the contract.

- a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The bidder(s)/contractor(s) will not enter with other bidders/contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

- e . The Bidder(s)/Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f . The Bidder(s)/Contractor(s) will not bring any outside influence and Govt. bodies directly or indirectly on the bidding process in furtherance to his bid.
- g . The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or **to be an accessory to such offences.**

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

- 3.1 If the Bidder(s)/Contractor(s), during tender process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/ Contractor(s) from the tender process.
- 3.2 If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future tender/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.
- 3.3 The Bidder(s)/Contractor(s)with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.
- 3.4 A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.
- 3.5 The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however the Bidder(s)/ Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.
- 3.6 On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not entitled for any compensation on this account.

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

SECTION 4 — PREVIOUS TRANSGRESSION

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

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

SECTION 5 — COMPENSATION FOR DAMAGE

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

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

SECTION 6 — EQUAL TREATMENT OF ALL BIDDERS/ CONTRACTORS

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

6.2 The Bidder(s)/ Contractor(s) undertakes to get this Pact signed by its subcontractor(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 subcontractors/ 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 bidder Contractor(s) or sub-contractor/ sub-vendor/ associates of the Bidder(s)/Contractor(s) which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

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

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/ Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

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

8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

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

Shri Venugopal K. Nair, IPS (retd.)
P-1, Waterford Apartment
Pt. Kuruppan Road, Thevara
Kochi – 682 013, KERALA

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 be the seat of the Principal.

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

SECTION 11 — PACT DURATION

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

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

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

SECTION 12 — OTHER PROVISIONS

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

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

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

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

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

12. 4 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

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

For PRINCIPAL

ForBIDDER(S)/CONTRACOR(S)

(Name & Designation)

Witness

1) -----1)

2) -----2)

(Name & Designation)

Witness

1) -----1)

2) -----2)

Signature of the bidder with Office Seal:

DECLARATION:

I/We comply with all the terms and conditions of this EOI Document. I/We hereby declare that all statements made in the above EOI are 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:

Signature

Seal of the company

Name and Designation.

Note:

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

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

The Dy. GENERAL MANAGER,
ITI LIMITED, REGIONAL OFFICE,
5-9-58/1/15, Flat No. 301, 3rd Floor, Babukhan Estate,
Basheerbagh, Hyderabad – 500 001, Telangana State,
Contact No. 040-23262535/Fax: 040-23262545.