



**ITI Limited, Bangalore Plant  
Doorvaninagar, BANGALORE – 560016  
CIN No: L32202KA1950GOI000640**

**NOTICE INVITING REQUEST FOR PROPOSAL  
FOR  
“Maintenance of Lighting Control (Centralized Control Monitoring  
System-CCMS) for installed LED streetlights in Gram Panchayats of 6  
clusters of Andhra Pradesh”**

**Ref: ITI/BGP/S&M/CCMS/RFP/2019-20**

**Date: 04.07.2020**

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## 1. COMPANY PROFILE

ITI Limited, a Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications & IT, is a leading Telecom equipment manufacturer and solution provider in India. The major customers are BSNL, MTNL, Defense, Paramilitary forces and Railways.

ITI Limited has diversified into new areas of manufacturing and services in the domain of IT, Telecom, IoT and Smart city for various Government / Private customers. ITI Limited has supplied 12659 no. of CCMS units as per EESL LOA in AP state.

ITI has already executed Design, Manufacturing, Supply, Installation, Commissioning part. Operation and maintenance are pending, therefore ITI Limited invites Expression of Interest (EOI) from eligible bidders/Empaneled Partners to execute the Operations and maintenance Phase of this Tender.

## 2. IMPORTANT DATA

Sl No.	Description	Information
1	Reference No. of Tender Document	ITI/BGP/S&M/CCMS/RFP/2019-20
2	Date of uploading of Tender Document	04.07.2020
3	Last date & time for submission of bids	10/07/2020 before 12.30 PM
4	Date & time of opening of technical bids	10/07/2020 at 1.30 PM
5	Opening of financial bids	Will be intimated later
6	Cost of tender documents	Rs. 1000 (Rs. One thousand only) in form of DD / Bankers Cheque. Non-Refundable& inclusive of GST
7	Earnest Money Deposit (EMD) in the form of demand draft / banker's cheque	Rs. 2 lakhs
8	Financial Turnover	Rs. 2 Crore
9	Performance Guarantee	10% of Contract value
10	Contact Person	DGM-Sales&Marketing between 11.00Hrs& 15.30 Hrs on all working days
11	Address for bid submission	Deputy General Manager(iMM) Purchase Department, 2 <sup>nd</sup> Floor, F-100, Admin Block, ITI Limited, Doorvaninagar, Bangalore
12	Validity	180 days from the opening price bid
13	Total Cost of the Project	Appx. Rs. 1 crore
14	Time for completion	12 months

Note: The tender documents can be downloaded from Company website [www.italtd.in](http://www.italtd.in) and from government portal eprocure.gov.in

**Corrigendum:** Any corrigendum / addendum / errata in respect of the above tender shall be made available only in our official website [www.italtd.in](http://www.italtd.in) . No further press advertisement shall be made available. Hence, all bidders are advised to check the website regularly.

Documents submitted in connection with eligibility will be treated confidential and will not be returned.

### 3. DEFINITIONS

- a. “The Purchaser” means the DGM(IMM) ITI Limited Bangalore on behalf of the ITI Limited.
- b. “The Bidder” means the individual or firm who participates as an implementing partner (back end partner) in this tender and submits its bid.
- c. “The Purchase Order” (PO) means the order places by the Purchaser on the successful bidder signed by the Purchaser including all attachments and appendices thereto and all the documents incorporated by reference therein. The Purchase order shall be deemed as “Contract” appearing in the document.
- d. “Successful Bidder(contractractor)” means the bidder to whom work in this tender is awarded.
- e. “The Contract Value” means the price payable to the supplier under the purchase order for the full and proper performance of its contractual obligations.

### 4. INFORMATION TO BIDDER

**Due Date for Submission of RFP is 10/07/2020 before 12.30 PM.**No bid shall be accepted either online by E-tender portal or physically in case of manual bidding process after the specified deadline for submission of bids prescribed by the Purchaser.

The purpose of this RFP is to execute the O&M phase of the supply made as per the EESL tender Ref# **EESL/06/2018-19/SLNP/CCMS/AP-GP/181908017 DATED 13.08.2018 “Design, Manufacturing, Supply, Installation, Commissioning Testing, Maintenance of Lighting Control (Centralized Control Monitoring System-CCMS)for installed LED streetlights in all Gram Panchayats of Andhra Pradesh.**

The EESL LOA details for O&M phase are as below:

Sl.No	Description of Work	Qty	Unit
A	Comprehensive onsite warranty and maintenance of Single-phase Centralized Control & Monitoring System (CCMS) at each switch points for a year	12659	Nos

- Payment for O&M
  1. 100% of comprehensive onsite warranty and maintenance for 1 year for installed CCMS boxes.

### 5. SCOPE OF WORK

Bidder has to maintain of lighting controls (Centralized Control & Monitoring System – CCMS) for installed LED streetlights in Gram Panchayats of Kadapa, Kurnool, Prakasham, Srikakulam, Vishakhapatnam& West Godavari.

Since these CCMS boxes are already installed by ITI’s sub-vendor, Necessary changes has to be done by the successful bidder like buying sim cards, installing sim cards, developing dashboard, linking CCMS boxes to the dashboard etc. by installing any required software / hardware. Number of complaints raised by customer should always be less than the prescribed limited by the customer in their tender (EESL/06/2018-19/SLNP/CCMS/AP-GP/181908017 DATED 13.08.2018)

During O& M period, dashboard should also be maintained by successful bidder. Any cost to link CCMS boxes to dashboard and maintain the dashboard have to be borne by successful bidder during entire O&M period.

Successful bidder has to depute minimum 1 team (consisting of 2 persons, one IT technician and one helper) for each Mandal irrespective of quantities during Repair & Maintenance period. Any cost to maintain these CCMS boxes have to be borne by successful bidder.

Successful bidder has to provide all the information asked by ITI Limited / M/s EESL.

Any other scope of work related to O&M mentioned in the EESL tender (**EESL/06/2018-19/SLNP/CCMS/AP-GP/181908017 DATED 13.08.2018**) to be abide by the bidder.

## 6. ELIGIBILITY CRITERIA OF APPLICANTS

A.	Bidder should be in CCMS maintenance area minimum experience of One (1) year in maintenance of Street Light controllers like AMR manufacturer, Switchgear Panel Manufacturers (preferably manufactured & supplied for IPDS/APDRP)
B.	<p>Bidder should submit proof of execution of 'similar works' experience in the past seven (7) years as under: -</p> <p>Maintenance of minimum 750 no's of CCMS BOXES or other street light controllers (Like AMR, Switchgear panel).</p> <p>Work completion certificate with supporting documents, in single work costing not less than 80% of the estimated cost of the said work</p> <p style="text-align: center;"><b>OR</b></p> <p>Work completion certificate with supporting documents, in two work, each work costing not less than 50% of the estimated cost of the said work.</p> <p style="text-align: center;"><b>OR</b></p> <p>Work completion certificate with supporting documents, in three works, each work costing not less than 40% of the estimated cost of the work.</p>
C.	<p>Bidder may integrate all installed CCMS boxes through separate API and also shall be provide to ITI, whenever asked. The following software work may be required:</p> <ul style="list-style-type: none"> <li>• A web-based / mobile based software package with a detailed information dashboard</li> <li>• Ability to show the status of each controller on the dashboard</li> <li>• Inter-operability of all support services related to CCMS units.</li> <li>• Ability to schedule and switch ON/OFF controllers remotely through the dashboard</li> <li>• Reports in form of matrix as well as graphical representation</li> <li>• Incorporate logics to determine fault detection at switching point level and power thefts and execute a user defined Standard Operating procedure to aid in issue remediation</li> <li>• Any other required work</li> </ul>
D.	The bidder should have average annual turnover of minimum INR 2 Cr in similar type of work in the preceding three completed Financial Years (viz., 2017-18, 2018-19 & 2019-20) based on the audited financial statements
E.	The bidder should not have suffered any financial loss in any two of the previous (3) three

	completed financial years (2017-18, 2018-19 & 2019-20) as on date of techno-commercial bid opening and should not in loss in immediate previous financial year.
F.	The Net Worth of Bidder as on the last day of the preceding Financial Year (i.e., 2018-19) shall not be less than 100% of the paid-up share capital.
G.	Bidder should have valid GST Registration & PAN No.
H.	The bidder should have quality certifications for its services function. <ul style="list-style-type: none"> <li>• ISO 9001 / ISO14001.</li> </ul> Note: Valid Certificate Copies need to be submitted.
I.	The Bidder shall not be under a Declaration of in eligibility for corrupt or fraudulent practices or blacklisted with any of the Central/State Government agencies. Note: Declaration in this regard by the authorized signatory of the Bidder.
J.	Undertaking for willingness to work with ITI as per customer tender/EOI etc. as implementing partner, terms and conditions on back-to-back basis.
K.	Undertaking expressing willingness to sign MOU with ITI as per scope of work as being implementing partner.
L.	Tender fee (Rs. 1000/- (Rs. One thousand only) in form of DD / Bankers Cheque in the name of ITI limited Bangalore), Earnest Money Deposit (EMD: 2% of the contract value which is Worth of Rs. 2.00 Lakh) and Performance Bank Guarantee (maximum 10 % of contract value) to customer/ITI as per Customer Tender terms & conditions and have the validity period two months more than the Contract period.

## 7. CHECKLIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED

A	Company Profile
B	Certificate of Incorporation
C	Memorandum & Articles of Association
D	Audited financial statements & CA certificate as per customer tender as per 2(i)B
E	Positive Net Worth Certificate as per Clause 6. E
F	Undertaking as per clauses 6. J, K and L in company letterhead
G	GST Registration Certificate.
H	Copy of PAN Card
I	CIN (Corporate Identity Number), if applicable
J	Authorization letter in the company letterhead authorizing the person signing the bid for this RFP and Power of Attorney (POA).
K	Confirmation on 100% compliance to eligibility criteria according to customer tender.
L	Undertaking in letter head to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.
M	Bidders Details as per <b>Annexure I</b>
N	Clause by clause compliance of RFP terms with references to supporting documents as per <b>Annexure II</b>
O	Undertaking & declaration ( <b>Annexure-IV</b> )
P	Pre-Contract Integrity Pact as per <b>Annexure-V</b>
Q	Declaration regarding blacklisting/debarring for taking part in tender ( <b>Annexure-VI</b> )
R	Financial Bid (to be provided by Bidders in a tabular form on letter head) to be submitted separately in sealed cover (Consolidated Price Offered). ( <b>Annexure-III</b> )

## **8. TERMS OF PAYMENT: BACK TO BACK BASIS**

All deduction including penalty, LD etc. from M/s EESL, will be recovered back-to-back to successful bidder. All applicable Taxes will be deducted in each bill.

## **9. SPECIAL CONDITIONS OF CONTRACT(SCC): -**

BIDS ARE TO BE SUBMITTED AS FOLLOWS:

Hard Copy of documents (Envelope I and II) need to be submitted, which contains following documents; -

### **Envelope I (Pre-Qualifying documents) should contain following: (Technical Bid)**

- I. Bid document fee in the form of Banker's Cheque/ Demand Draft drawn in favor of "ITI Limited" payable at Bangalore. (To be submitted in hard copy/ manually in the tender-box on and before Technical Bid submission Date & Time.
- II. Bid Security Fee/Earnest Money Deposit by Banker's Cheque / Demand Draft drawn in favor of "ITI Limited" or in the form of Bank Guarantee (To be submitted in hard copy/ manually in the tender-box (in the technical Bids).
- III. Letter of the bidder submitting the bid in the form as stipulated in the bid document i.e., as per Bid Form as Annexure-1.
- IV. Certificate regarding acceptance of terms and conditions.
- V. Form of acceptance of ITI fraud prevention policy and declaration Forms & Procedure.
- VI. Self-Declaration for not been blacklisted by Central/State/UT Government or any Public sector entities duly signed and stamped at company's Letter Head.
- VII. Signed copy of RFP documents by the bidder.

### **Envelope-II(Commercial Bids)**

Financial Bid (to be provided by Bidders in a tabular form on letter head) to be submitted separately in sealed cover (Consolidated Price Offered). (**Annexure-III**)

## **10. GENERAL CONDITIONS:**

- a. Bidders should meet the technical eligibility criteria specified in the tender and further addendums to the Tender. The solution offered shall be complete as per the **Energy Efficiency Services Limited**. Necessary documents to be attached. (in aspects of O&M activity)
- b. If the bidders fail to execute the project as per the tender conditions, ITI reserves the right to execute the project at the risk and cost of the bidder.
- c. Technical bids will be opened at **10/07/2020 at 1.30 PM** and the financial bid of technical qualified bidder(s) will be opened subsequently
- d. The offer is sent in hard copies; they shall be submitted in two covers. The first cover (Technical Proposal) shall contain clause-by-clause compliance to technical compliance of the RFP documents & any other document requested. The other cover (Commercial Proposal) shall contain price offered under commercial proposal of the RFP document. Both the cover should be put in single cover and clearly mentioning the RFP reference.
- e. All the pages of the technical offer and the commercial offer shall be signed by an authorized person of the Technology Provider.
- f. Period of Validity of offers: The offer shall remain valid for a period of at least 180 days from the due date of offer submission. Offers valid for a shorter period shall be rejected.

- g. Award of Contract: ITI reserves the right to enter into technology tie up with the Technology Provider who meets the eligibility conditions and offers the best price and, if finalized by ITI, a Memorandum of Understanding Agreement will be signed with the Technology Provider for pursuing all activities related to addressing the tender.
- h. Authorized Signatory: All certificates and documents received as part of the offer shall be signed by the Authorized Representative (signing is not mandatory for technical manuals or documentation). The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the vendor shall be submitted when demanded by ITI.
- i. ITI reserves the right to suspend or cancel the RFP process at any stage, to accept, or reject any, or all offers at any stage of the process and / or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever.
- j. **Cost of RFP:** The bidders shall bear all costs associated with the preparation and submission of his response against this RFP, 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 RFP process.
- k. The bidders shall be ready to give clarifications on any part of the offer to ITI.

#### **11. LIQUIDITY DAMAGE:**

In case of any delay in the execution of the order beyond the stipulated time schedule including any extension permitted in writing, ITI reserves the right to recover from the bidder a sum equivalent to 0.5 % of the value of the delayed equipment installation/unexecuted portion of work for each week of delay and part thereof subject to a maximum of 10% of the total value of the contract.

Alternatively, ITI reserves the right to purchase and distribute equipment/ material from elsewhere at the sole risk at the cost of successful bidder/contractor and recover all such extra cost incurred by ITI in procuring the material from resources available including EMD/Bid Security/encashment of Bank Guarantee or any other sources etc. Further, if any extra cost is incurred by ITI due to delay in work completion by the party beyond the completion time as per P.O./L.O.A., the same shall also be recovered from party's invoice/BGs etc.

Alternatively, ITI may cancel the order completely or partly without prejudice to his right under the alternatives mentioned above.

#### **12. CANCELLATION:**

ITI reserves the rights to cancel the order in the part or in full by giving one-week advance notice thereby if -

- The bidder fails to comply with any of the terms of the order.
- The bidder becomes bankrupt or goes in to liquidation.
- The bidder makes general assignment for the benefit of the creditors and any receiver is appointed for the property owned by the bidder.

**13. AMENDMENT OF RFP:** 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 Bidders, modify the RFP document by an amendment. In order to provide prospective

Bidders reasonable time to take the amendment into account in preparing his offer, 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 RFP.

- 14. PERFORMANCE SECURITY:** Within twenty-eight (28) days after receipt of the confirmation of selection of back end partner, the successful bidder shall furnish the performance security for ten percent (10%) of the contract value and in the form acceptable to the ITI.

Failure of the successful Bidder to comply with the requirements of Clause 12 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event ITI may make the award to the next lowest evaluated bidder or call for new bids.

- 15. GOVERNING LAW:** This RFP shall be governed by and interpreted in accordance with laws in force in India and the Courts of Bangalore shall have exclusive jurisdiction.

**16. CORRUPT OR FRAUDULENT PRACTICES:**

**16.1** ITI requires that bidders observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the ITI defines, for the purposes of this provision, the terms set forth below as follows:

**16.1.1** "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

**16.1.2** "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the ITI, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive ITI of the benefits of free and open competition;

**16.2** ITI will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

**16.3** ITI will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract of the ITI.

**17. TERMINATION FOR DEFAULT: -**

The ITI may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the successful bidder/implementing partner, terminate the Contract in whole or part.

- If the successful bidder/implementing partner, fails to perform any other obligation(s)/duties under the Contract.
- If the successful bidder/implementing partner, in the judgment of ITI has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- In the event ITI terminates the Contract in whole or in part, ITI may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the successful bidder/implementing partner, shall be liable to ITI for any excess costs for such similar Goods or Services. However, the successful bidder/implementing partner, shall continue the performance of the Contract to the extent not terminated.

**18. COMPLETION TIME GUARANTEE:**

If the Successful bidder, on whom award is made/Implementing Partner/Contractor fails to attain

Completion of the Facilities or any part thereof within the Time for Completion or any extension thereof under delivery schedule, the Successful bidder, on whom award is made/Implementing Partner shall pay to ITI liquidated damages in the amount computed at the rates specified in the Clause 11 (Liquidity Damage). The aggregate amount of such liquidated damages shall in no event exceed the amount specified as “Maximum” in the Clause 11 (Liquidity Damage). Once the “Maximum” is reached, ITI may consider termination of the Contract.

Such payment shall completely satisfy the Successful bidder, on whom award is made/Implementing Partner/Contractor obligation to attain Completion of the Facilities or the relevant part thereof within the Time for Completion or any extension thereof under delivery schedule. The Implementing Partner shall have no further liability whatsoever to ITI in respect thereof.

However, the payment of liquidated damages shall not in any way relieve the Successful bidder, on whom award is made/Implementing Partner/Contractor from any of its obligations to complete the Facilities or from any other obligations and liabilities of the Implementing Partner under the Contract.

## **19. TAX AND DUTIES**

**19.1** Except as otherwise specifically provided in the Contract, the Implementing Partner shall bear and pay all taxes ( including GST, Income Tax, TDS and GST TDS), duties, levies and charges assessed on the Implementing Partner, its Sub Implementing Partners or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.

**19.2** Notwithstanding above Sub-Clause 19.1) above, the selected party shall bear and promptly reimburse all customs and import duties, if imposed in future, on the Plant and Equipment including Type Test and mandatory spares supplied from abroad and specified in Price Schedule (and on spare parts to be supplied from abroad and specified in Schedule, when awarded) and that are to be incorporated into the Facilities, by the law of the country where the Site is located. However, if the plant and equipment are shipped in Shipper’s containers, then the custom duty levied on the cost of empty containers shall be borne and paid/ reimbursed by the Implementing Partner. The selected party shall also bear and pay/ reimburse to the Implementing Partner/Assignee of Foreign Implementing Partner (if applicable) Sales Tax (but not the surcharge in lieu of Sales Tax), Local Tax including Entry Tax / Octroi (if applicable) in respect of direct transactions between ITI and the Implementing Partner, if imposed on the Plant and Equipment including Type Test and Mandatory Spares manufactured within the ITI's country and specified in Price (and also on locally supplied spares quoted when awarded) to be incorporated in the Facilities, by the law of country where the site is located. For this purpose, the Ex-works price if quoted in foreign currency and so incorporated in the contract, shall be converted to Indian Rupees as per the TT buying exchange rates established by State Bank of India prevailing on the actual date of Ex-works (India) dispatch.

- All taxes, duties and levies on works contract, if any, shall be to the Implementing Partner’s account and no separate claim in this regard will be entertained by the ITI.
- If any tax exemptions, reductions, allowances or privileges is available to the Implementing Partner in the country where the Site is located, ITI shall use its best endeavors to enable the Implementing Partner to benefit from any such tax savings to the maximum allowable extent.
- For the purpose of the Contract, it is agreed that the Contract Price specified in Contract Price

and Terms of Payment of the Contract Agreement is based on the taxes, duties, levies and charges prevailing at the date seven (7) days prior to the last date of bid submission in the country where the Site is located. If any rates of Tax are increased or de-creased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Implementing Partner in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there-from. However, these adjustments would be restricted to direct transactions between ITI and the Contractor/assignee of Foreign Implementing Partner (if applicable). These adjustments shall not be applicable on procurement of raw materials, intermediary components etc. by the Implementing Partner/assignee and also not applicable on the bought-out items dispatched directly from sub-vendor's works to site.

## **20. INSURANCE:**

The available supplied Goods under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For available goods at site, the insurance shall be obtained by the successful bidder, for an amount not less than the Contract Price of the goods on "All Risks" basis including War risks and strikes.

## **21. TRANSPORTATION, DEMURRAGE WHARF AGE, ETC.:**

The successful bidder/implementing partner, is required under the Contract to transport the any required Goods to place of destination defined as Site. Transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the successful bidder/implementing partner, and the related cost shall be included in the Contract Price.

Successful bidder, on whom letter of award is placed, is to ensure all safety guidelines, rules and regulations, Labour laws etc. Successful bidder indemnifies ITI for any accident, injury met by its labour, employee or any other person working for him. Any compensation sought by its labour, employee or any other person working for him shall be paid by successful bidder as per settlement solely. ITI has no role to play in this matter .

## **22. SUSPENSIONS OR TERMINATION**

**22.1** ITI may fully or partially suspend the Services or terminate this Contract after serving written notice of at least 30 days. In this event, the contractor must immediately take all measures necessary to ensure that the Services are discontinued and the expenditure minimized. The contractor shall hand over all reports, drafts and documents to be drawn up by the date in question to ITI. In case of termination Force majeure shall apply mutatis mutandis.

**22.2** If the contractor fails to meet its contractual obligations without sufficient reason; in accordance with the Contract; or on time, ITI may serve a notice upon the contractor and request it to duly perform its Services. If the contractor fails to remedy the performance deficit within a period of 21 days of having been called upon to do so by ITI, ITI shall be entitled, after this period has elapsed, to terminate the Contract by written notice.

**22.3** If the termination of the Contract is due to a default on the part of the contractor, the contractor shall be entitled to demand the Agreed Remuneration for the Services performed until the date of termination but not yet remunerated. ITI shall be entitled to demand compensation for the direct damages caused by the default.

## **23. INSURANCE AGAINST LIABILITY AND DAMAGES**

**23.1** The contractor is advised to take out insurance for the period of the Contract, on the terms specified in the Special Conditions, including, but not limited to, the following:

- a) Professional liability insurance;
- b) Personal liability insurance;
- c) Equipment insurance covering loss of or physical damage to all equipment acquired, used, provided or paid for by ITI within the context of this Contract; and
- d) Motor vehicle third party liability insurance and motor vehicle comprehensive insurance for the vehicles acquired in connection with this Contract.

ITI will not be responsible in case any accident/ mis-happenings with contractor's employee or contract person and for any equipment damage or theft occur and in no case ITI shall pay for it.

## **24. 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.

## **25. CONTACT PERSON:**

For any further query or information please contact to below mentioned detail:

Deputy General Manager (S&M),  
Ph. No. 080-28503653  
Mail: [madhubabuk\\_bgp@itilttd.co.in](mailto:madhubabuk_bgp@itilttd.co.in)

Submission of bid will be addressed to following address with clearly mentioning the Subject and Due Date on the Outer envelope (Contains Technical and Commercial envelopes):

Deputy General Manager (IMM)  
Purchase Department, 2<sup>nd</sup> Floor, F-100, Admin Block  
ITI Limited, Doorvaninagar, Bangalore  
Karnataka-560016  
Web: [www.itilttd.in](http://www.itilttd.in)  
Ph: 08 028 503 639

**26. Bidders Profile**

1.	Name and address of the company			
2.	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site)			
3.	Area of business			
4.	Annual Turnover for last 3 financial years (Rs in Cr)	2017-18	2018-19	2019-20
5.	IT / ITES / Telecom Turnover for last 3 financial years (Rs in Cr)	2017-18	2018-19	2019-20
6.	Date of Incorporation			
7.	Sales Tax /VAT Registration number			
8.	GST number			
9.	PAN Number			
10.	CIN Number, if applicable			
11.	Number of technical manpower in company's rolls			

**27. Compliance Statement**

<b>S. No</b>	<b>Clause No.</b>	<b>Clause</b>	<b>Compliance (Complied/ Not Complied)</b>	<b>Remarks with Documentary Reference</b>
1.				
2.				
3.				
4.				
5.				

Note: Further Column can be added for complete compliance.

**28. Commercial bid:**

Si No	Particulars of item	Unit	Qty.	Rates		Amount	
				Rs.	Ps.	Rs.	Ps.
<b>1</b>	Comprehensive onsite warranty and maintenance of Single-phase Centralized Control & Monitoring System (CCMS) at each switch points for a year	<b>no's</b>	<b>12659</b>				

Total amount in word Rs(basic Amount) .....

(GST @ 18% is applicable extra)

Note: This is a service contract for carrying out the work as per the scope of work payment for the works will be on the basis of satisfactory completion of the work and certification of Engineer-in-Charge.

**Signature of the Bidder**

Ref :

Date

To,

**Sub:**

**UNDERTAKING &DECLARATION**

For understanding the terms & conditions of Tender & Specifications of work.

**a) Certified that:**

1. I/We ..... have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
2. If I/We fail to enter into the agreement & commence the work in time, the EMD/PBG/SD deposited by us will stand forfeited to the ITI Limited.

**b) The tenderer hereby covenants and declares that:**

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.
- 2.If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, ITI Limited reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/PBG/SD/ Bill amount pending with ITI. In addition, ITI may debar the contractor from participation in its future tenders.

Date:

Place :

.....

Signature of the Authorized Signatory  
(with full name , date &

seal)  
JH



**PRE CONTRACT 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).

**RFP No.....**

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

**BETWEEN:**

ITI Limited, ..... having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bangalore – 560016 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, Directories, 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 parties, 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 purpose 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 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 contact.

- 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 Bidders(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 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 undertake 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)/Contract(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 form the tender process.

- 4.2. If the Bidder(s)/Contract(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 disqualification the Bidder(s)/Contract(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 contact 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)/Contract(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)/Contract(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 bidder 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(s)/Contractor(s) or sub-contractor/ sub-vendor/associates of the Bidder(s)/Contractor(s) which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

## **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 extend the parties comply with the obligations under this pact.
- 8.2. The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.

- 8.3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.
- 8.4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.
- 8.5. The Monitor will submit a written report to the Chairman & Managing Director of the Principal within -----to----- weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.6. If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman & Managing Director of the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8.7. The word 'Monitor' would include both singular and plural.

## **SECTION 9 - FACILITATION OF INVESTIGATION**

- 9.1. In case of any allegation of violation of any provisions of this Pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all help to the Principal for the purpose of verification of the documents.

## **SECTION 10 — LAW AND JURISDICTION**

- 10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall 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.
- 12.5 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- 12.6 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

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

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

-----

-----

(Name & Designation)

(Name & Designation)

Witness

Witness

1) -----

1) -----

2) -----

2) -----

**DECLARATION REGARDING BLACKLISTING/DEBARRING FOR  
TAKING PART IN TENDER**

(To be executed & attested by Public Notary/executive Magistrate on Rs 10/-non judicial stamp paper by the Tendered]

1. I/We \_\_\_\_\_ of M/s \_\_\_\_\_ hereby declare that our company \_\_\_\_\_ having registered address at \_\_\_\_\_ has never been 'Blacklisted/debarred by any State/Central Govt, Department/Organization till date nor we are facing/filed any Litigation proceeding regarding debarring (blacklisting) with either of the above said agencies.

2. In case of above information found false, I/we are fully aware that the tender/contract will be rejected/cancelled by ITI Limited, Bengaluru, and EMD/Security deposit shall be forfeited.

4. In addition to the above ITI Limited, Bengaluru will not be responsible to pay the bills for any completed /partially completed work/supply.

DEPONENT

ATTESTED: NAME: \_\_\_\_\_ (Public Notary/executive Magistrate)  
Address: \_\_\_\_\_

Bids without E.M.D will not be accepted. Earnest money deposit as mentioned is required to be deposited along with the bid without which the bid will not be accepted. No interest will be payable for the EMD amount under any circumstances.

The firm must not have been debarred / blacklisted by any Govt. Dept., agency, PSUs / institution / agencies / autonomous organizations.

The bidders must sign and stamp at the bottom of each page of the bid documents

Bids received late due to postal delay or otherwise will not be considered.

Since timely execution of works is of paramount importance, requests for extension of time shall not be entertained.