

**NOTICE INVITING EOI FOR APPOINTMENT OF BUSINESS/ CHANNEL PARTNERS  
FOR MARKETING OF ITI MANUFACTURED PRODUCTS**

Ref: CORP/MKTG/EOI/Channel Partner/01

Date: 21/08/2023



**ITI LIMITED**  
**Corporate Marketing,**  
**F-100, II Floor,**  
**Dooravaninagar, Bangalore-560016**  
CIN No: L32202KA1950GOI000640

**Website: [www.itiltld.in](http://www.itiltld.in)**

## 1. Introduction

ITI Limited, a Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications, is a leading Telecom equipment manufacturer and solution provider in India. The major customers are BSNL, BBNL, MTNL, Defense, Paramilitary forces, Railways, Banks, Central & State Govt departments, Institutions and research organizations. ITI has a pan India business footprint supported by the network of its Manufacturing units & MSP (Marketing, Services and Project) units at various locations.

ITI has manufacturing units equipped with State-of-art manufacturing infrastructure. ITI is an Original Equipment Manufacturer of Telecom, IT and IOT products. We have established excellence in manufacturing capabilities with establishment of high-end plants of PCB manufacturing, Advanced SMT assembly lines, HDPE & OFC manufacturing plants, Advance Telecom product testing facility and in house R&D facility. With the objective of enhancing the customer base and enterprise business of ITI and to efficiently utilize its channels for sales, marketing and delivery in various segments, a non-restricted consent is invited from Telecom Enterprises, System Integrators, Franchisees and IDC Partners. ITI also carries out maintenance work whenever required by the Customers.

This EOI is being floated in order to empanel suitable channel partners for marketing/selling of ITI products.

## 2. Important Dates

Date of EOI Upload	21/08/2023
Due Date for EOI Submission	Open EOI
Pre-Empanelment Queries	Can be sent by email
ITI Contact Person	Chief Manager- Mktg, F-100, II Floor, East Wing, ITI Limited, Corporate Marketing, Dooravaninagar, Bengaluru– 560016, email: shethy_bbsr@itilttd.co.in, vrsakum_crp@itilttd.co.in Mob: 9337892230 / 9535325537
Mode of submission	Soft copy by email to the mail ids: shethy_bbsr@itilttd.co.in vrsakum_crp@itilttd.co.in,

## 3. Scope of Work

ITI is coming up with diversified products and it intends to project them into the open market to increase their marketability. There is a need to expand ITI market channel for increasing the sales revenue on these products.

The scope of work is marketing/selling of ITI manufactured products. The empaneled channel partners are encouraged to bring orders for selling ITI manufactured products.

After empanelment, the channel partner will be issued an empanelment letter stating that their company is empaneled as a channel partner for marketing/selling of ITI manufactured products. The validity of the empanelment is one year. If the empaneled channel partner brings business of Rs 10 Cr and above during the first year of empanelment, the validity of his empanelment will be extended by another ONE year automatically.

4(i)	Eligibility Criteria of Applicants	
	a	<b><u>Company Profile:</u></b> The Bidder shall be a Company incorporated /registered in India under Companies Act 1956/2013/ proprietorship/ partnership firm/ Limited Liability Partnership (LLP).
	b	(i) The Bidder shall have a positive Net Worth at the end of the financial year i.e. FY 2020-21 OR FY 2021-22.  (ii) The Bidder shall submit Audited financial statements for Three years [(2018-19, 2019-20 & 2020-21) OR (2019-20, 2020-21 & 2021-22) by CA
	c	<b><u>Projects Experience</u></b> The bidder shall have experience of marketing and selling of different telecom products
	e	<b><u>Quality Certifications:</u></b> Relevant certifications like ISO certificate, if any
	f	Undertaking for willingness to work with ITI as per EOI terms and conditions
	g	<b><u>Blacklisting</u></b> Bidder shall submit self-declaration(s) that the bidder or any of the promoters/directors/partner or member not blacklisted by the Central/ any other States/ Union Territories Government/ Quasi- Govt/ Govt. undertaking/Banks/Financial Institution or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade or for any other reasons or bad performance/ delayed delivery / Bank NPA, CDR (Corporate Debt Restructuring), SDR (Special Debt Restructuring), NCLT or for any other defaulting reason as on date of issue of this EOI. Undertaking in this regard to be submitted
	h	Bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment. Undertaking in this regard to be submitted.

i	<p>Bidder shall give an undertaking as below:</p> <p>We do also hereby irrevocably and unconditionally agree and undertake to save and keep ITI, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against ITI by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory / regulatory requirements and / or any other law for the time being in force.</p>
j	<p>The bidder must comply with all relevant statutory / regulatory guidelines issued by GOI as applicable (Undertaking in this regard to be submitted).</p>
k	<p>Bidder should submit relevant copy of work order, completion certificate from client or CA certified copies to be submitted as a proof of receipt of payment and a self-certificate with proper contact detail of clients along with PO reference and amount supplied (Details of End User - Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.).</p> <p>The same should be issued by authorized signatory of bidder. Projects executed by bidder's group of companies shall not be considered. For completed project, satisfactory completion certificate need to be submitted. In case of ongoing works, the project completion status document from customer need to be submitted.</p> <p>ITI reserves the right to verify the correctness of the client certificates (PO Copies/Work orders) and any other information submitted by the bidder in his offer. In case of any wrong information submitted by bidder, the bid will be rejected and subsequently the bidder will be blacklisted from doing any business with ITI Limited.</p>
l	<ul style="list-style-type: none"> <li>Channel partner is expected to examine all instructions, forms, terms and conditions and furnish all information required as per the EOI Document and its corrigendum.</li> <li>It would be deemed that prior to the submission of Proposal; the Channel partner has made a detailed examination of the terms and conditions of the EOI document and its corrigendum (if any).</li> <li>This EOI does not constitute any form of commitment on part of ITI. ITI reserves the right not to consider any or all the proposals received or stop the process of EOI at any stage, if it is not meeting its business objectives.</li> <li>A prospective Channel partner, requiring any clarification on the EOI Document shall notify ITI in writing at ITI's mailing address indicated in the EOI Document.</li> </ul>

		<ul style="list-style-type: none"> <li>Any clarification issued by ITI in response to query raised by prospective Channel partner shall form an integral part of EOI document.</li> <li>ITI may amend the EOI Document based on inputs provided by Channel partner that may be considered acceptable in its sole discretion and such changes shall be notified on the ITI's website.</li> <li>ITI reserves the right for non-consideration of Proposals if the Proposals are submitted without taking into account these amendments/clarifications</li> </ul>
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<b>4(ii) Gen eral</b>	<b>Please provide compliance for the following clauses</b>
<b>1</b>	<p>Roles and Responsibilities of the parties:</p> <p>The broad roles and responsibilities of Channel Partner are as follows. In case any activity is not explicitly defined then the same will be settled on mutual agreement basis.</p> <p><b>A ROLES AND RESPONSIBILITY OF THE EMPANELLED CHANNEL PARTNER:</b></p> <p>The successful Channel Partner has to provide as under:</p> <ol style="list-style-type: none"> <li>Securing Business in consultation with ITI at their own cost, acting as strategic partner of ITI.</li> <li>Make all investments in purchase of product and service of ITI and acquisition and execution of projects with customers.</li> <li>Channel Partner shall deploy and provide their qualified and experienced personnel as may be required to perform the sales of product &amp; services at its own cost.</li> <li>Channel partner will interact with ITI regularly. They will also meet the clients on behalf of ITI for business development activities.</li> <li>Channel Partner will attend monthly Coordination Committee meetings with the Nodal Officer/ in charge of the ITI and submit the progress report of the work, orders and future business potentials.</li> <li>If after selection, Channel Partner fails to fulfil his part of the work to the satisfaction of ITI, then ITI shall have the right to terminate the contract and get the same executed departmentally or by other agencies at the risk and cost of selected Channel Partner.</li> <li>In the event that ITI is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the channel partner at latter's cost and expenditure.</li> </ol>

	<p><b>B ROLES AND RESPONSIBILITY OF ITI:</b></p> <ol style="list-style-type: none"> <li>1. ITI shall provide all support and enforcement to help arrangement of the product and service and all approvals as may be required for execution of the said opportunity. This shall include but not limited to the following:</li> <li>2. ITI will plan for the manufactured products as per business projection/forecast submitted by the Channel partner. Manufacturing and supply by ITI shall be done against firm order from the customers or Channel Partner.</li> <li>3. ITI shall provide a conducive organizational atmosphere for the set up to arrange for the product and the service.</li> <li>4. ITI Marketing team will have Regular Business discussions with Channel Partner for assessing market requirements.</li> <li>5. The marketing team of ITI will timely inform and align with the concerned units for getting product and service readiness.</li> <li>6. ITI will arrange for product and service demonstration on need basis to channel partner and client.</li> <li>7. ITI will extend full support to the channel partner in business development activities with potential customers. It will provide necessary technical brochures and pamphlets. The presentation and Demo for the products will be arranged as per mutual convenience.</li> <li>8. ITI shall hold monthly coordination committee meeting to resolve any issues related to products and service implementation through mutual discussions in good faith.</li> </ol>
2	The channel partner shall co-ordinate between ITI and end customer till completion of the supply order.
3	Installation & Commissioning charges for telecom products of ITI will be charged separately and will be decided during the ordering process.
4	For overseas orders, I&C and AMC is not the responsibility of ITI.
5	If it is within India, the equipment will be sent to ITI factory which handles the respective product and it will be repaired and sent back. During warranty the equipment will be repaired free of cost. Post warranty repair charges will be borne by the user. Freight and insurance will be to the account of buyer.
6	<p>Channel partner can do the selling as per any of the following business models:</p> <ol style="list-style-type: none"> <li>1. Channel Partner can buy the product as per ITI prices and sell the same at the prices finalized by the channel partner</li> <li>2. Channel partner gets the order in the name of ITI for selling ITI products and payment to be done to ITI directly from buyer</li> </ol>
7	Bidder shall use their manpower to discuss with customer to get the orders by arranging their own logistics.

8	Bidder shall discuss with the customer for getting purchase orders on nomination basis to offer the products listed at Annexure-IVA. The minimum period for the delivery schedule should be 60 days
9	<b>Delivery Schedule:</b> <ul style="list-style-type: none"> <li>• Delivery Schedule as per the end customer requirement or 60 days whichever is longer</li> <li>• Period of execution shall be in line with the end customer requirement</li> <li>• Delivery of the products/services shall be made by ITI to the Channel partner in accordance with the mutually agreed terms.</li> <li>• The goods once procured shall remain at the risk and responsibility of the Channel partner until delivered to the end customer.</li> </ul>
10	<b>Payment Terms:</b> <ul style="list-style-type: none"> <li>• The product and services will be delivered by ITI to the Channel partner against Payment by the channel partner or directly by the customer as the case may be.</li> <li>• Commercial terms for a specific opportunity brought in by Channel partner would be arrived at on a mutually agreeable contract/terms between the two parties. <ul style="list-style-type: none"> <li>a. 100% payment to ITI shall be through LC, if it is an overseas order.</li> <li>b. Payment will be 70% advance and 30% on dispatch, if the order is within India.</li> <li>c. Delivery will be ex-works.</li> <li>d. Freight and insurance will be to the account of buyer.</li> </ul> </li> </ul>
11	<b>Payment to Channel Partner</b> <ul style="list-style-type: none"> <li>• If the order is received in the name of ITI, payment of 5% commission on the order value, to channel partner will be released, after ITI getting 100% payment from end customer.</li> <li>• If the channel partner wishes to buy ITI manufactured product and sell it to different customers, commission of 5% is not applicable and he is free to sell it at any rate.</li> </ul>
12	The rates being offered to the customer by partners should have prior approval of ITI.
13	For the orders where there is no further investment required, the Bidder shall propose the rates as per the approval of ITI. In case of any investment is required in the process for any specific customer, the same has to be discussed with ITI in advance. If ITI is not willing to invest for the requirement, the bidder in such cases, take the responsibility for providing the required equipment and ITI shall provide only its own products.
14	If any particular customer's ITI's products requirement is being addressed simultaneously by more than one Bidder, then the intimation from the Vendor whoever first gives in writing (mail or letter) will be considered for business share to avoid any confusion.

15	As ITI shall be addressing all open tenders (public & private) related to its products, Bidder shall not claim any share on those. (Undertaking may be submitted)
16	Margin will be offered to the vendor on successful completion of sales & after receipt of 100% payment by ITI. Billing will be done directly to the customer
17	Fixed percentage (5%) of the Purchase order value (after all the taxes) will be given to the bidder on back to back basis.
18	Necessary records may be maintained as required by ITI and to be made available whenever required by ITI for claiming payments from ITI.
19	ITI intends to select more than one partner for marketing of its products.
20	The performance of the Bidder shall be reviewed once in three months. The Bidder has to submit relevant details of their proposals made with the customers and their PO status.

<b>4(iii)</b>	<b>Checklist of documents/information to be submitted:</b>	
	a.	Company Profile
	b.	Certificate of Incorporation as per clause 4(i) a
	c.	Memorandum & Articles of Association
	d.	Audited financial statements for Three years [(2018-19, 2019-20 & 2020-21) OR (2019-20, 2020-21 & 2021-22) by CA as per clause 4(i) b (ii)
	e.	Auditors Net worth certificate & Turnover certificate signed by the company's Auditors/ CA as per clause 4(i) b (i)
	g.	Quality certificate if any as per clause 4(i) e
	h.	Undertaking as per clauses 4(i) f, g, h, i, j,k and 4(ii) 15 in company letter head
	i.	GST Registration Certificate or valid exemption certificate
	j.	Copy of PAN Card
	k.	CIN (Corporate Identity Number), if applicable
	l.	Valid Power of Attorney on Rs.100/- Stamp Paper along with board of resolution for authorizing the person signing the bid for this EOI.
	m.	List of Directors / CEO / COO including their name (s) and address(s) Director Identification Number [DIN] of all the Directors. Corporate Identity Number [CIN].
	n.	Undertaking in letter head to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.
	o.	Undertakings in Company letter head as per Annexure I
	p.	Bidders Details as per Annexure II
	q.	Clause by clause compliance of EOI terms including eligibility, scope, special conditions, general condition and all other terms and conditions with references to supporting documents as per Annexure III
	r.	Turnover & Experience Details as per Annexure IV
	s.	Work Experience Details as per Annexure V
	t.	Pre-Contract Integrity Pact as per Annexure-VI a) "Bidders participating in the EOI have to agree to sign Integrity Pact on placement of order / contract" b) "Those bidders who are not willing to sign Integrity Pact will not be considered for bid opening"
	u.	EOI documents along with corrigendum to be signed and stamped by the bidder as acceptance of all the terms and conditions and same to be submitted along with bid documents. (soft copy)

#### **Terms & Conditions of Empanelment:**

- a) ITI intends to shortlist a panel of empaneled channel partners for marketing of products being manufactured by ITI
- b) The responsibility of exploring the opportunity will lie with the ITI partners.

- c) Empanelment is for individual companies and no consortium empanelment will be considered.
- d) The empaneled partners will be reviewed quarterly and those partners who did not generate any business for ITI will be removed from empanelment. Parameters like progress against business target, progress of allocated projects and performance under the domain applied for empanelment shall be considered for performance review.
- e) Margin offered will be firm throughout the contract irrespective of reason, what so ever, including the exchange rate fluctuation.
- f) **The process of evaluation will be as below:**  
All the bids will be scrutinized for turnover and experience. The PO copies/experience certificates submitted by the vendors will be cross verified with the issuing authorities/clients. After due evaluation the vendor will be empaneled as channel partner.

**Note:**

1. **All the documents required for empanelment shall be submitted by soft copy only to the email addresses mentioned in the EOI document.**
2. Bid offered should be valid for a period of 180 Days from the date of opening of EOI response.
3. Conditional offers are liable for rejection.
4. ITI will not consider any or all of the bids if they are not meeting EOI requirements.
5. The EOI will be cancelled by ITI at any point of time without assigning any reason
6. Any company/Establishment/Entrepreneur who is interested and meets the eligibility conditions may submit its proposal by email on any working day. ITI Ltd will examine the proposal and decide on case-to-case basis, the request for empanelment. ITI Ltd would, however, reserve the right of periodic review of the entire policy or any elements thereof based on its business needs.
7. Nothing in this EOI would restrict ITI Ltd to invite separate bids and offers for any goods and services. This EOI is only to facilitate a method of business and would not be restrictive in any manner to ITI or any of its associates to do business.
8. ITI may at its discretion reject any offers received for empanelment without assigning any reasons.
9. This EOI will be available on ITI Ltd website: “<http://www.itiltd.in/> ” under its Tender/EOI Section “.

**Other Terms and conditions:**

**1. Confidentiality**

- All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Procuring Entity to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract are confidential.

- If advised by the Procuring Entity, all copies of such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

## 2. **Transparency**

All procuring authorities are responsible and accountable to ensure transparency, fairness, equality, competition and appeal rights. This involves simultaneous, symmetric and unrestricted dissemination of information to all likely bidders, sufficient for them to know and understand the availability of bidding opportunities and actual means, processes and time limits prescribed for completion of registration of bidders, bidding, evaluation, grievance redressal, award and management of contracts.

It implies that such officers must ensure that there is consistency, predictability, clarity, openness, equal opportunities in processes.

3. **Fall Clause:** Fall clause is a price safety mechanism in rate contracts. The fall clause provides that if the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods or services following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly.

The provisions of fall clause will however not apply to the following:

- i. Export/Deemed Export by the supplier;
- ii. Sale of goods or services as original equipment prices lower than the price charged for normal replacement;
- iii. Sale of goods such as drugs, which have expiry date;
- iv. Sale of goods or services at lower price on or after the date of completion of sale/placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodies.

## 4. **Price Variation**

A suitable price variation formula should also be provided in the tender documents, to calculate the price variation between the base level and scheduled delivery date.

## 5. **Risk Purchase**

If the empaneled partner fails to adhere to the quality norms, delivery schedules and other terms and conditions contained in this Tender after acceptance of purchase order and if no agreement is reached on the revised delivery schedule maximum up to 15 Business Days, then buyer shall have the liberty to procure the material from an alternate source at the Empaneled partner's risk and cost, and the Empaneled partner shall be liable to make good the loss incurred by Buyer in this process

6. **Indemnity:** The empaneled partner to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer. LD/ Penalties incurred on account of delay in supply, product failure during warranty if any and deficiency in Warranty and AMC services attributable to the partner shall be borne by the partner
7. **Arbitration:**
- In case amicable settlement is not reached in the event of any dispute of difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the contractor in any manner touching upon the contract, such dispute or difference shall (Except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by ITI.
  - The award of the arbitrator shall be binding upon the parties to the dispute.
  - Subject as aforesaid, the provisions of Arbitration and reconciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to arbitration proceedings under this clause. The cost of arbitration shall be borne equally by both the parties.
  - Work under the contract shall be continued during the arbitration proceedings.
  - Failure to comply with any of the above conditions can result in termination of the contract, forfeiture of the security deposit, penalty as may be decided by ITI and future blacklisting of the contractor.
8. **Set Off:** Any Sum of money due and payable to the supplier under this contract may be appropriated by the purchaser or any other person contracting through the ITI and set off the same against any claim of the purchaser for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the purchaser.
9. The interested partner may like to discuss the customer tender related information, EOI Bidding Conditions, Bidding Process and clarifications, if any with the Deputy General Manager / Dy. Manager – Marketing
10. **Intellectual Property Rights:**
- All deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the contractor under this contract shall become and remain the property of the procuring entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without: the procuring entity's prior written consent.
  - The contractor shall, not later than upon termination or expiration of this contract, deliver all such documents and software to the procuring entity, together with a detailed inventory thereof.
  - The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.
11. **Language of offers:** The offers prepared by the Company and all the correspondences and documents relating to the offers exchanged by the companies shall be written in English language.

12. In the event that ITI is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the system integrator at latter's cost and expenditure.

13. **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.

#### 14. **PROGRESS REPORT:**

**Channel partner shall, compile, prepare and submit on time, periodical progress reports (monthly or as required by ITI) on the progress of Business orders, delivery and implementation of services on related projects where ITI products are to be utilized.**

ITI **will have the right** to empanel more than one channel partner for every product or Channel partners may be empanelled depending upon geographical area/location.

#### 15. **TERMINATION FOR DEFAULT:**

Any of the following events shall constitute an event of default by the Channel partner entitling the Competent Authority to terminate the contract.

- If the Channel partner fails to perform any obligation(s) under the Contract
- If Channel partner, does not remedy his failure within a period of 30 days (or such longer period as the ITI may authorize in writing) after receipt of the default notice from the ITI
- If selected Channel Partner fails to fulfill its part of the work to the satisfaction of ITI, then ITI shall have the right to terminate the contract.

The contract shall not be terminated for failure to discharge responsibilities due to force majeure situations or failure by ITI to meet conditions precedent.

#### 16. **FORCE MAJEURE:**

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by the either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this and contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the ITI as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at its option terminate the contract.

## 17. **TERMINATION FOR INSOLVENCY:**

ITI may at any time terminate the contract by giving written notice to the Channel Partner, without compensation if the Channel Partner becomes unwilling, bankrupt or otherwise insolvent

**18. Purchaser's Right to accept any bid and to reject any or All Bids or to cancel the EOI:** ITI Limited reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

**19. 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.

**20. 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.

**Annexure-I**  
**Undertakings (To be in Bidder's Letter Head)**

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

1. are not blacklisted by Central Govt./ any State or UT Govt/ PSU/ organized sector in India
2. to work with ITI as per this EOI and Customer Tender terms and conditions. Also, we agree to implement the project (scope of work as per Tender terms and conditions including investment) covering Warranty & post-warranty services, maintenance etc, in the event of ITI winning the contract on back-to- back basis.
3. to submit EMD in the form of bid security and Performance Bank Guarantee (..... % of contract value) to customer/ITI (as decided by ITI), as per the Customer Tender terms & conditions.
4. that we will be equipped with the required manpower with qualifications, certifications and experience as mentioned in the customer tender.
5. to get required certificate& support (warranty & post-warranty/maintenance) in the name of ITI from the OEM as per customer tender requirement.
6. to obtain relevant statutory licenses for operational activities.
7. to sign MoU/Teaming Agreement, Integrity Pact with ITI for addressing the customer tender as per customer's tender terms and conditions.
8. to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
9. to support the offered equipment for a minimum period of 7 years including warranty and AMC or as per customer tender conditions.
10. to supply equipment/components which conform to the latest year of manufacture.
11. The bidder should give certificate stating that all the hardware/ software supplied under the contract shall not contain any embedded malicious codes that could inhibit the desired functions of the equipment or cause the network to malfunction in any manner.

## Annexure-II

### 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 financial years (Rs in Cr)	2018-19	2019-20	2020-21	2021-22
5.	IT Turnover for 3 financial years (Rs in Cr)	2018-19	2019-20	2020-21	2021-22
6.	Positive Net Worth as on 31.03.2021 or 31.03.2022				
7.	Date of Incorporation				
8.	GST Registration number				
9.	PAN Number				
10.	CIN Number, if applicable				
11.	Number of manpower in company's rolls				
12.	Indicate the area of specialization interested in (as per the Annex-IVA) :				
13.	Work Experience details:				

### **Annexure-III**

#### **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>

### **Annexure – IV**

#### **Turnover & Experience Details**

<b>Sl. No</b>	<b>Average Annual Turnover (T.O.) of the Applicant during last 3 financial Years</b>	<b>Please specify your area of interest (Product List)/SI</b>	<b>Willingness to undertake Business volume up to Rs.</b>	<b>Experience of completed works of each project value of Rs. (in the area of interest)</b>

## **Annexure-IVA**

Various Products of ITI Limited:

1. 40 / 33 mm PLB HDPE Duct (TSEC Specified)
2. 32 / 26 mm PLB HDPE Duct
3. 50/42 mm PLB HDPE Duct
4. 24F Armoured OFC
5. 48F Armoured OFC
6. 24F Metal free OFC
7. 48F Metal free OFC
8. 96F Metal free OFC
9. 24F ADSS OFC
10. 48 F ADSS OFC
11. 48F Ribbon type OFC
12. 96F Ribbon type OFC
13. ITI SMAASH PC
14. Solar Photovoltaic Module
15. Digital Mobile Radio
16. Electronic Voting Machine
17. Portable Ventilator
18. GPON OLT
19. GPON ONT
20. Smart Energy meters
21. Smart Cards
22. Outdoor Wi-Fi Access Point
23. Data Center services
24. Telecom Labs services
25. Contract manufacturing services
26. Startup hub services
27. Any other mutually agreeable product and services

**Annexure V**  
**Work Experience Details – project wise**

<b>Sl. No</b>	<b>Information Required</b>	<b>Details</b>
<b>1</b>	<b>Name of the project</b>	
<b>2</b>	<b>Customer Name &amp; Contact Details</b>	
<b>3</b>	<b>PO No &amp; Date</b>	
<b>4</b>	<b>Commissioning Date</b>	
<b>5</b>	<b>Role of bidder</b>	
<b>6</b>	<b>Value of the project</b>	
<b>7</b>	<b>Brief Description of the project</b>	



**Annexure - VI**  
**PRE-CONTRACT INTEGRITY PACT**

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

EOI No.....

This Integrity Pact is made on .....day of 2023

**BETWEEN:**

ITI Limited, .....having its Registered & corporate office at ITI Bhavan, Dooravani Nagar, Bangalore – 560016 India, and established under the Ministry of Communications & IT, Government of India (hereinafter called the Principal), which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman & Managing Director, Directors, Officers or any of them specified by the Chairman & Managing Director in this behalf and shall include its successors and assigns) **ON THE ONE PART**  
**AND**

M/s ..... represented 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 enter into an MOU of partnering business opportunities of common interest and able to generate synergies in execution of such business for .... (name of the Stores / equipment / items). The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will monitor the EOI process and the execution of the contract for compliance with the principles as mentioned herein this agreement.

WHEREAS, to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact the terms and conditions of which shall also be read as integral part and parcel of the EOI Documents and contract between the parties.

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

#### SECTION 1 – COMMITMENTS OF THE PRINCIPAL

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Principal, personally or through family members, will in connection with the EOI for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the EOI process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the EOI process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/ additional information through which the bidder(s) could obtain an advantage in relation to the EOI process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons. If the principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Act or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

#### SECTION 2 – COMMITMENTS OF THE BIDDER / CONTRACTOR

2.1 The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the EOI process and during the execution of the contract.

- a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the EOI process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever (during the EOI process or during the execution of the contract).
- b. The bidder(s)/contractor(s) will not enter with other bidders/ contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices,

specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s) f Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

### SECTION 3 – DISQUALIFICATION FROM EOI PROCESS & EXCLUSION FROM FUTURE CONTRACTS

If the Bidder(s)/Contractor(s), during EOI process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/Contractor(s) from the EOI process.

If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future EOI/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

The Bidder(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack

of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.

A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.

The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however the Bidder(s)/Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.

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

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

#### SECTION 4 – PREVIOUS TRANSGRESSION

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

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

#### SECTION 5 – COMPENSATION FOR DAMAGE

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

5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover 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-empaneled partner(s)/ associate(s), if any, and to submit the same to the Principal along with the EOI document/contract before signing the contract. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its subcontractors/ sub-empaneled partners / associates.

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

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

7.1 If the Principal receives any information of conduct of a Bidder(s)/Contractor(s) or sub-contractor/ sub-empaneled partner/associates of the Bidder(s)/Contractor(s) which constitutes corruption or if the principal has substantive suspicion in this regard, the principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

## **SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)**

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

### **Details of IEM appointed by ITI are as under:**

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

8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.

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

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

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

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

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

## SECTION 9 - FACILITATION OF INVESTIGATION

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

## SECTION 10 - LAW AND JURISDICTION

10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall the seat of the Principal.

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

## SECTION 11 – PACT DURATION

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

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

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

## SECTION 12 - OTHER PROVISIONS

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

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

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

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

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

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

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

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

.....

Name Designation

Name Designation

Witness

1. ....

1. ....

2. ....

2. ....