# ITI Limited Bangalore

EOI No.:MSP-KTK/IT-MKTG/G/EOI-04/21-22

Date: 20-07-2021



Expression of Interest (EOI) For Empanelment of Agency for Project ManagementConsultancy and Support Services for Training and Skill Development Programme

## ITI Limited,

MSP – Karnataka/ Regional Office, F-100,Second Floor, East Wing, Doorvaninagar, Bangalore – 560016 Phone: 080-25660522 & 530 E-mail: ajayaerpul crp@itiltd.co.in

#### **Critical Dates:**

S. No.	Details	Tentative Dates
1.	Publish of EOI	20-07-2021
2.	Document Download Start Date	20-07-2021
3.	Document Download end Date	30-07-2021
4.	Seek Clarification Start Date	20-07-2021 ; 11:00 Hrs
5.	Seek Clarification end Date	26-07-2021 ; 17:00 Hrs
6.	Last date for submission of Proposals	30-07-2021 ; 14:00 Hrs
7.	Announcement of Qualified Bidders	07-08-2021
8.	Technical Presentation by Shortlisted Bidders	10-08-2021

#### **Disclaimer**

The information contained in this Expression of Interest (**"EOI"**) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Indian Telephone Industry, Bangalore (hereinafter **"ITI Limited, Bangalore"**) is provided to interested parties on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.

This EOI is not an agreement and is neither an offer nor an invitation by ITI Limited, Bangalore to interested parties who apply for empanelment (henceforth "**Bidders**") in response to this EOI. The purpose of this EOI is to provide Bidders with information that may be useful to them in preparing and submitting their proposals ("**Proposal**") for providing Project Management Consultancy and Support Services for Training and skill development Programme in ITI Limited, Bangalore

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ITI Limited, Bangalore makes no representation or warranty and shall have no liability to any person or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained herein or deemed to form part of this EOI or arising in any way from this empanelment process.

ITI Limited, Bangalore may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EOI.

The issue of this EOI does not imply that ITI Limited, Bangalore is bound to empanel any Bidder(s) or select any Bidder(s) for any project. ITI Limited, Bangalorereserves the right to reject all or any of the Bidders without assigning any reason whatsoever.

The Bidder shall bear all costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by ITI Limited, Bangalore or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and ITI Limited, Bangalore shall not be liable in any manner for the same or for any other costs or expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of this EOI and related processes.

#### 1.0 Introduction

ITI LIMITED, Bangalore (hereinafter stated as ITI LimitedBangalore) is a Public Sector Undertaking (PSU) under Ministry of Communications, Government of India, a pioneer in the field of telecommunications, with state- of-the-art manufacturing facilities and a countrywide network of marketing/service outlets. The company offers complete range of telecom products and total solutions covering the whole spectrum of Switching, Transmission, Access and Subscriber Premises Equipment.

ITI Limited, Bangalore is actively involved and committed to develop skills of students/ trainees through imparting of training in diversifiedsector etc., in association with Ministry of Rural Development, Ministry of Skill Development and Entrepreneurship, National Skill DevelopmentCorporation(NSDC),Sector Skill Councils and other Departmentsunder initiatives of Govt. of India on the theme of Skill Development Programmes. The prime objective of such programme is to gain employment and to make India a more vibrant country with emerging economy much ahead of other nations in the years to come.

ITI Limited, Bangalore intends to implement skill development programmenationwide under the various scheme/s skill of initiatives/activities, wherein multiple Qualification Packs/ Job Roles for various locations could be promoted.

#### 2.0 Objective of the EmpanelmentProcess

To give impetus to skill initiatives, ITI Limited, Bangalore intends to empanel Project Management Agency ("Agency") to provide support in implementation of skill training programme in a manner compliant with National Skills Qualifications Framework ("NSQF") and to meet the aims and objectives of the Respective Departments/ Ministries.

The empanelment of the agency shall be based on evaluation of the technical and financial capability of Bidders.

#### 3.0 General Terms of Empanelment

- 3.1.1 Bidders must be eligible to apply for empanelment. Bidding as a consortium is not permitted.
- 3.1.2 The tenure of the empanelment shall be for a period of three (3) years from the date of empanelment, with the empanelment status to be renewed on the basis of:
- The Agency continuing to meet the eligibility and qualifications criteria as required by the prevailing conditions for empanelment, or as may be amended by ITI Limited, Bangalore from time to time; and
- ii) The performance of the Agency under various skill schemes post-empanelment process. Various factors as mentioned in succeeding paragraphs may be considered for the performance review.
- 3.1.3 At the time of empanelment renewal, documentary support for eligibility qualifications and credentials must be furnished to ITI Limited, Bangalore as requested.
- 3.1.4 ITI Limited, Bangalore, at its discretion, can modify or terminate the Agency earlier than the expiry of the three (3) year period in the event of change in law or due to other relevant reason(s).
- 3.1.5 ITI Limited, Bangalore, at its discretion, can terminate the empanelment of the Agency earlier than the expiry of the three (3) year period in the event of failure of Agency to remain eligible in view of prevailing eligibility conditions (as revised from time to time) or to perform as per contract deliverables or other relevant reason(s) given in writing to the Agency.
- 3.1.6 Empanelment with ITI Limited, Bangalore does not guarantee any form of income/ award of work/ retainer fee.

#### 4.0 Description of Empanelment Process

Interested eligible Bidders can participate in the Empanelment Process by submitting their proposal in the format given in the Appendix I - VII. Each Bidder must submit a single proposal.

Eligible Bidders shall be considered for empanelment with ITI Limited, Bangalore and shall be invited for a technical presentation before a competent Committee appointed by ITI Limited, Bangalore.

#### 5.0 Minimum Eligibility criteria for Project Management Agency

- a. The agency should be working in the field of Skill Development Activities including Project Management Consultancy and Training for minimum Three Years.
- b. The agency should have average turnover of 50 Lakhsfrom training and consulting activities in last three financial years.
- c. The agency should have a net worth of 20 Lakhs in the financial year 2020-21.
- d. The agency should preferably have working experience/ association with any unit of ITI Limited.
- e. The agency should have successfully trained aminimum 2000 candidates for skill training during last three years.

- f. The agency should have successfully provided project management consultancy and support services to minimum 3 PIAs during the past three years.
- g. The Agency should have PF/ ESIC registration.
- h. The Agency should have GST registration
- i. The Agency should have ISO Certified.
- j. The Agency should have minimum 5 SOP Certified Professional in Operation for DDU-GKY Programme.

#### 6.0 Roles and Scope of Work:

The following is the broad scope of work for Empaneled Agency if they are sanctioned work under skill trainings. Detailed scope of work shall be incorporated into the Agreement signed between ITI Limited, Bangalore and the Empaneled Agency prior to execution ofwork.

#### a) Obligation of the Empaneled Agency

- The agency shall assist ITI Limited, Bangalore in framing of project proposal, document preparation, support in providing all knowledge base information required in project proposal, submission of proposal to the respective Govt. Depts., support in presentation and all related activities till the project is awarded to ITI Limited, Bangalore.
- For the above mentioned services, the agency shall be given a weightage during the financial bid, invited by ITI Limited, Bangalore for the particular project.

#### b) Scope of Work

#### I. Project Management Consultancy

- To prepare the project management plan in such a manner that the training targets are completed in specified timeline.
- To assist ITI Limited, Bangalorefor filing forms for due-diligence of laid down norms, compliance of the SOPs for training centre and for getting the training centre approved from the respective departments.
- To assist in formulating the model for setting up the Project Implementing Unit (PIU) for successful implementation of the programme.
- To draft the SOP for the Project Implementing Unit and provide training to each member on process and key responsible area (KRAs).
- To monitor the training activities and assist the Project Implementing Unit (PIU) in preparation of the training session plan.
- Plan forcreating awareness on training programme through events, seminars, advertisements, distribution of publicity material etc. for mobilising the candidates.
- To assist Project Implementing Unit (PIU) in completing all documentation and record keeping for the trained candidates as per the programme guidelines and maintain the data base of the trainees and monitor their placement upto the period as specified in the programme guidelines.
- PMC should assist to complete assessments as per the norms of SSC/NSDC.
- To prepare Publicity Materials and assist in organizing Job Melas for Placements.

- PMC should find and select the placement agencies/ consultancies to provide placements for the trained and certified candidates.
- To ensure all quality and financial compliances, submit the periodic reports to the concerned Govt. Depts.; and also attend meeting with the sponsoring authorities whenever required on behalf of ITI Limited, Bangalore.
- To providesupport for any administrative work related to the project with various Govt. Agencies such as, MORD, NSDCetc.

#### **II.** Support Service Activities

- **SSA** should do market scan related to high demand driven job roles before identification of location.
- To assist ITI Limited,in identification and finalization of specific location and complete the formalities for setting up training centre as per the project quidelines.
- To assist in establishing project related infrastructure including the lab equipment in the training centre as per the prescribed guidelines under various Government schemes norms.
- To procure and supply of training material including uniform/training dress, books, tablets etc., and also, the training resources as per project requirement.
- To provide training centre along with the hostel facility according to the capacity required by ITI Limited, Bangalore.
- To provide catering services for the candidates and training staffs as per the guideline prescribed by ITI Limited, Bangalore.
- To assist ITI Limited, Bangalorein mobilization of candidate in a manner as specified in the training programme from time to time by the ITI Limited, Bangalore and obtain the relevant documents and verify them.
- To assist in conducting the extra curriculum activities and also ensure the employment awareness programme among the trainees during the training programme.
- To ensure coordination of all aspects of the training including centre readiness, quality of training delivery, assessment and certification, and outcomes required from the training.
- Toensure scheduling, conducting and issuance of certificate after an independent assessment of trainees by a third-party agency authorized by the respective SSC.
- After assessment, each successful candidate must be awarded a certificate issued by the Certifying Agency approved by the Sector Skill Council to ensure acceptability in the industry.
- To organize Job Melas, for Publicity and spreading awareness through events, seminars, advertisements, distribution of publicity material etc. for securing placement of qualified candidate.
- The Agency shall assist ITI Limited, Bangalore in establishing industrial network and tie-up with Industries/ placement agencies for providing wage employment to the beneficiaries. Achievement of outcomes, in terms of sustainable wage or selfemployment being facilitated for trainees, shall be a crucial element for assessing the performance of Empaneled Agencies at the time of annual empanelment renewal.

- To ensure sustained benefits from training, Empaneled Agency is required to assist ITI Limited, Bangalore to track and report successfully placed candidates for a period of 6months.
- For candidates provided with wage employment in the industries, the empaneled agency has to ensure maintenance and submission of information like appointment letter, remuneration, etc. to ITI Limited, Bangalore as per terms of the Agreement between ITI Limited, Bangalore and the Empaneled Agency. For candidates setting up their own enterprises, the Empaneled Agency would track the progress of the enterprises for a period of 6months.
- Contact details of successful trainees should be passed on to ITI Limited, Bangalore for samplechecking.
- To provide backend support to ITI Limited, Bangaloreto maintain the required records/documentation and preparation of periodical reports and data management.
- Any other associated tasks being prescribed / demanded by ITI Limited, Bangalore.

All records including but not limited to those pertaining to attendance, class progress, assessment, certification, and training outcomes, must be maintained both manually (hard copies submitted to ITI Limited, Bangalore as per terms of Agreement signed between ITI Limited, Bangalore and EmpaneledAgency) as well as electronically (Soft Copies)

#### 7.0 Right to accept and to reject any or allProposals

Notwithstanding anything contained in this EOI, ITI Limited, Bangalore reserves the right to accept or reject any proposal and to annul the Empanelment Process and reject all Proposals at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof

Such misrepresentation/improper response as described herein shall lead to the disqualification of the Bidder.

In case it is found during the evaluation of proposals or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder or that the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith and the Agreement, if signed, shall be liable to be terminated by a communication in writing by ITI Limited, Bangalore to the Bidder, without ITI Limited, Bangalore being liable in any manner whatsoever to the Bidder.

#### **8.0** Preparation and Submission of EOI:

#### **Format of Proposal Submission**

The Bidder shall provide all information sought under this EOI. ITI Limited, Bangalore will evaluate only those proposals that are received within stipulated time and in the required formats and complete in all respects.

The proposal should be neatlytyped inindelible inkand signed by the authorized signatory of the Bidder. All pages should be numbered. All alterations, omissions, additions or any other amendments made to the Proposal must be initialed by the person(s) signing the proposal.

#### **Sealing and Submission of Proposals**

The EOI must be legible without any corrections and if so, shall be done only by the bidders. The focus of the receipt of the bids is to empanel the agency based on credentials, achievements and total competence. The Technical Bid should be submitted in sealed cover, super scribing "EOI for Selection of Project ManagementConsultancy and Support Services Agency". The envelope shall clearly indicate the name and address of the Agency.

Please note that the proposal does not demand any Financial Bid from any bidder at this stage. After the empanelment process, a component-wise (both for Project Management Consultancy and Support Service activities separately) Finance Bid shall be invited from the empaneled agency. The component shall be identified and finalized by ITI Limited, Bangalore, basis of their requirement which may vary project to project.

Along with the Proposal, a Bidder is required to deposit a non-refundable processing fee of Rs. 10,000/- (Rupees Ten Thousand only) in form of demand draft drawn on any scheduled bank in favour of "ITI Limited, Bangalore", payable at Bangalore.

Proposals should be submitted at the address mentioned below by registered post or courier or in person by 02.00 PM of June30, 2021. In case of Proposals submitted in person, a receipt thereof should be obtained from the designated person authorized by him for this purpose.

## **General Manager**

Corporate Marketing
ITI Limited, F-100, 2<sup>nd</sup> Floor,
East Wing
Dooravaninagar,
Bangalore-560016,
Karnataka,India.

Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

Proposals received by ITI Limited, Bangalore after the specified time on the Proposal Due Date or not accompanying with processing feeshall not be eligible for consideration and shall be summarily rejected. ITI Limited, Bangalore will not be responsible in any manner for late receipt of Proposals.

#### 9.0 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising ITI Limited, Bangalorein relation to, or matters arising out of, or concerning the Empanelment Process.

ITI Limited, Bangalore will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the samein confidence. ITI Limited, Bangalore may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or ITI Limited, Bangalore.

#### 10.0 Correspondence with the Bidder

ITI Limited, Bangalore reserves the right to not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

#### 11.0 Miscellaneous

11.1 The Empanelment Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bangalore shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Empanelment Process.

ITI Limited, Bangalore, at its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- a) suspend and/ or cancel the Empanelment Process and/ or amend and/ or supplement the Empanelment Process or modify the dates or other terms and conditions relating thereto;
- b) consult with any Bidder in order to receive clarification or further information;
- c) retain any information and/or evidence submitted to ITI Limited,Bangalore by, on behalf of, and/ or in relation to any Bidder; and/ or
- d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 11.2 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases ITI Limited, Bangalore, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any

rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rightsand/orclaimsitmayhave in this respect.

## ITILtd, MSP-Karnataka reservestherighttoacceptorrejectinpartorfull, any oralltheapplications for this tender without assigning any reason.

Sl. No.	RefNo:	Date:	
		Compliance	PageNo.
1	NameoftheOrganization(Company/Partnership firm/Proprietorshipconcern,etc.)		
2	Certificatereference ofregistration(Copytobe enclosed).		
3	DateofIncorporation/Registration.		
A	Memorandum andArticlesofAssociation/partnershipde ed(Copytobe enclosed)		
В	ContactDetailsoftheBidder(Contact person name with designation, Telephone Number, FAX,E-mailandWebsiteaddress.		
4	Nature/typeofworkforwhich firmisregistered.		
5	GSTRegistrationno.(pleaseenclosethecertificate copy)		
6	PANNo.withITreturns(Pleaseenclosethe certificatecopy).		
7	Annualturnover forlast3FinancialYearsAsperauditedaccounts.		
	a)Yearb)Year		
	c)Year		
8	AnnualProfitForlast3financialYearsfor Auditedaccounts.		
	a)Yearb)Year		
	c)Year		
9	Networthasperauditedaccountsforlastfinancial yearinLakhs.(Should havepositive)(IssuedbyCA)		
10	Solvencycertificate issuedduringthe lastsix months(copyto be submitted)		
11	Past experience of handling projects/similar works(Businesscategory–wise PleaseenclosetheCopiesofPO's completion/appreciationletters.		

12	AmountanddetailsofPO'sreceived.				
13	AmountanddetailsofPOExecuted/completed alongwithcompletioncertificates.				
14	PreviousexperiencewithITILimitedifany.				
15	Product/Project wise businessprojectionforthe nexttwoyearswithvalue.	Product/Project wise businessprojectionforthe			
16	Acceptanceforsubmitting:  A. Tender cost, Transaction Fee, EMD(selectedbidderwillbeaskedtosubmi ttheTendercost,TransactionFee,EMD). B. PBG/SD,Corpusfund(Selectedbidderwill beaskedtosubmitthePBG/SDatthetimeLOA/LOI ).				
17	Acceptance for all technical, payment and otherTender termsandconditionsofend customer on fullyback-to-backbasis.				
18	Additional credit period to ITIL imited if any, from the date of payment received from customer.				
19	Manpowerdetails:				
	a)Technical(Requiretosubmitmanpowerdetails asperEOI).				
	b)Nontechnical-(Requiretosubmitmanpower detailsasperEOI).				

- 20 I. Supply: ITIreservesthe right to takeup 30% ofsupplyportionofwork. II. Installation&Commissioning:
  - - a. ITI reserves the right to take the30%ofworkonits ownwhichwillbe decided at the time of contractagreement/PO on bidder and Margin shared to ITI Limited willbe on balance 70% portion theproportionate workonly.
    - b. Accepting of testing andcommissioning will be backto-backbasis.

#### III. AMCServices:

- a. ITIProducts: **AMCwillbedonebyITILimited**
- b. Non ITI **Products:** ITI Limitedreservestherighttotake upthe30%portion of work on its own whichwillbe decidedatthe time of contract agreement/PO on bidderand ITI Limited margin will beshared on balance 70% oftheproportionate portion workonly.

#### IV. AMCMaterials:

a. RatestobearrangedfromOEMbyI **TiSPs** 

	V.WARRANTY: Back-to-back asperterms
	andconditionsoftheendcustomer.
21	A. AftersubmittingtheoffertoITILimited,ifI TI Limited stood L1 and ITiSP refuse toexecute the project the EMD will
	beforfeited & work will be executed at theriskandcostofITiSP  B. After issuing the LOA if ITiSP failed
	tosubmit the SD/PBG within stipulated timespecified in LOA, LOA will be deemed ascancelled and the work will
	be executed atthe work will be attheriskandcostoftheITiSPandEMDwillb eforfeited.
	C. IF the ITiSP failed to execute the projecteven after submission of SD/PBG,
	theprojectwillbeexecutedbyITILimited atthe risk and cost of ITiSP and SD/PBG,EMD willbeforfeited.
	D. LD/Penalty:ITILimitedwillhavethefullri ght to impose LD/Penalty onITiSP/Bidder if the performance ofITiSP/Bidderisnot
	satisfactory,irrespectiveofendcustome rtermsand conditions.
22	Acceptanceof validityofthequoteas per the Termsand conditionsofthe RFP/Tenderoftheendcustomer.
23	Any tax payment, which cannot be passed on toITiSPasperback-to-backterms, willbepaidby ITILimitedtoITiSP, as and when the same willberec eived by ITILimited from end customer.
24	ITiSP/BiddershouldIndemnifytheentirePOvalue ofend customer,ifawarded onthem.
25	ITiSP/BiddershouldhaveofficeatBangalore.
26	The biddershouldnotbeblacklistedby anyCentral /State Government DepartmentorCentral/State Public Sector Units (PSUs) in
	IndiaasonsubmissionofEOIproposal.(Self-Certification for Non-Block-listing as per theEligibilitymaybesubmitted.(Annexure-B)

27	AfterawardingLOAwhileexecutingtheproject,ifan	
	yadvancepaymentreceivedbyITILimitedfromend	
	customer, same can be released to	
	ITiSP/Bidderagainst110%ofBankGuarantee.	
28	ITiSP has to submit Notarized Power of	
	AttorneyforSigning theEOIdocumentand	
	Board	
	resolutionforthesame.	
29	Proofofconcept(POC),Technical	
	demonstration/Presentationstobearrangedbyt	
	heselectedBidder/ITiSP aspertheendcustomer.	
30	<ul> <li>a. ITiSPshouldhavestrategicpartnershi</li> </ul>	
	pwith OEM to ensure in time supply	
	ofmaterials.	
	b. To provide undertaking for	
	supportwarrantyandPostwarrantymai	
	ntenance	
	(documentaryproofshould beenclosed).	
31	ITiSP/Biddershouldsubmittheundertakingfor	
	OEMqualificationcriteriaasperendcustomer.	
32	ITiSPsshouldbereadytosubmitthe	
	techno/commercial compliance and Price Bid	
	ofendcustomerwithin onedayofintimationto	
22	them.	
33	Subcontractofthe contractedworksinanyform	
	willnotbeallowed.	

#### **Annexure-I**

Undertakings(TobeinBidder'sLetterHead)M/s dohere byundertakethefollowing:

- to work with ITI as per this EOI and Customer Tender terms and conditions. Also
  we
  toimplementtheproject(scopeofworkasperTendertermsandconditionsincludinginve
  stment) covering warranty & post-warranty services, maintenance etc, in the
  event of ITIwinningthecontractonback-to-backbasis.
- 2. to submit tender fee, EMD (while submitting the bid to the customer) towards bid security(Bank Guarantee / Demand Draft/Online Paymentfrom any Nationalized / ScheduledBank)& Performance Bank Guarantee to customer / ITI (as decided by ITI) as per Customer Tenderterms & conditions.Where ITI is exempted from providing EMD & PBG or allowed tosubmit Corporate Guarantee

- in place of Bank Guarantee to customer, we will provide EMD(whilesubmitting the bid to thecustomer)&PBGto ITI aspercustomertenderterms.
- 3. that we will be equipped with the required manpower with qualifications, certifications and experience as required in the customer tender.
- 4. thatwewillbeableto givetheproposed solutionasrequired bytheend customer.
- 5. to get required certificate & support (warranty & post-warranty/ maintenance) in the name ofITIfromtheOEMaspercustomertenderrequirement.
- 6. toobtainrelevantstatutorylicensesforoperationalactivities.
- 7. tosignConsortiumAgreement/TeamingAgreement,IntegrityPactwithITIforaddressin gthecustomertenderaspercustomer'stendertermsandconditions.
- 8. to indemnify ITI from any claims / penalties / statuary charges, liquidated damages, with legalexpensesetcaschargedbythe customer.
- 9. undertaketoarrangetosignagreementwithOEMandITIaspercustomertenderrequirem ent
- 10. that OEMs who meet the eligibility and other conditions as per customer tender requirement, will be finalized by us and produce the required eligibility documents and other related documents of the OEM for customer bids ubmission.
- 11. hereby agree to take the responsibilities covered n the agreement (on back-to-back basis) tobesignedbetweenITI&OEM(ifrequired)aspercustomertenderconditions.
- 12. to provide Bank Guarantee (110% of value for the period till the advance is settled) for gettingthe advancepaymentifany,back-to-back.
- 13. nottopartner withanyotherorganization for addressing this EOI/tender.
- 14. toacceptpaymenttermsonback-to-backbasis. Penalties, ifany, willbebornebyus.
- 15. here by agree that ITI may take any punitive action as deemed fit, including forfeiture of EMD /Security submitted by us, if it is found that any of the documents / information provided by us(to meet the tender requirement including eligibility) is wrong/ forged/ misleading at any stageof tender processing / evaluation. The decision of ITI regarding forfeiture of the EMD shall befinal and shall not be called upon question under any circumstances are not

blacklisted by Central Govt./ any State or UT Govt/ PSU/ organized sector in India as on submission of EOI proposal.

#### **SPECIALTERMSANDCONDITIONS**

- 1. Thebidpreferablyshouldbespiralboundedandeachpageshouldbeserialnumbered
- 2. ITI reserves the right to split the balance orders (after taking out the ITI portion) in 70%:30% ratio between H1 and H2 (Highest margin bidders) for speeding up the work, provided H2biddermatchesH1marginsoffered,andwherevertechnicallyfeasible.
- 3. AllactivitieslikeProofofconcepton"NoCostNoCommitment"(NCNC)basiswherever applicablewillbetheresponsibilityofagencies.
- 4. ITiSP shouldbe willingtoimpart required training to ITIengineers for undertaking services & execution of project.
- 5. ITiSPswillberesponsibleforanyshortcomingintheBOMandthesameshouldberectified freeofcost.
- 6. ITiSPshouldbewillingtoprovideTOT for manufactureofofferedproductsinITI.
- 7. ITiSP should be willing to sign an exclusive agreement with ITI for smooth execution of theproject.
- 8. Allcommercialtermswillbeasper theRFP/PO.
- 9. AllCVCcirculars/Statutoryguidelinesasapplicableneedstobefollowed.
- 10. MargintoITIwouldbepayableonsupply,I&CandAMCservicesundertakenbytheselect edagencyfortheproject.
- 11. AllexperiencesregardingeligibilitycriteriawillbepertainingtoexperienceinIndiaonly. Experienceoutside India willnotbe eligibleforqualifyingunderthistender.
- 12. The technical bid must contain the whole EOI documents duly signed and stamped andmarked as "Accepted & Complied"in all the pages by the bidder as an acceptance of all the EOI terms & conditions.
- 13. Undertaking (on Letterhead) to work with ITI as per EOI/Tender terms and conditions including warranty & post-warranty services and implementation of the projecting the event of ITI winning the contract.
- 14. Undertaking(onLetterhead)of NoObjection/NoClaim/NoCompensation'fromITILi mited if this EOI is cancelled at any stage of evaluation process by ITI or the tender iscancelled by the end Customer.
- 15.Cost of EOI: The bidder shall bear all costs associated with the preparation and submission of his offer against this EOI, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI. ITI will, in no case be

- responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.
- 16. Amendment of EOI: At any time prior to the last date for receipt of offers, ITI, may, for anyreason, 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 bidderreasonable 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 therequirements set out in the last date for the receipt of offers.
- 17. Disclaimer: ITI and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises inconnection with any omission, negligence, default, of lack care or misrepresentation on the partofITIand/oranyofitsofficers, employees.
- 18.ITI will not consider any or all of the bids if they are not meeting EOI requirements. However, clarification in this regard, if required, will be given. The interested ITiSP may like todiscuss the customer tender related information, EOI Bidding Conditions, Bidding Process and clarifications, if any with the concerned of ficials
- 19. Afterawarding the LOI, the vendor has to submit the required PBG within stipulated time. Late submission of PBG will attract penalty as pernorms.

#### **Appendices**

#### <u>Appendix – I</u> Format – Covering Letter

To,
General Manager
ITI Limited,
Dooravaninagar,
Bangalore-560016, Karnataka, India.
Dear Sir,
Subject:Proposal for empanelment of Project ManagementConsultancy and Support Service Agency for Training and Skill Development Programme in ITI Limited, Bangalore.
This is in response to the EOI issued by the ITI Limited, Bangalore (Ref No,Wes)dated
We have attached the requisite processing fee of Rs. 10,000/- (Rs. Ten Thousand Only) in the form of Demand Draft No dateddrawnon
We hereby confirm that:  1. The EOI is being submitted by

- 2. We have examined in detail and have understood the terms and conditions stipulated in the EOI issued by ITI Limited, Bangalore and in any subsequent communication sent by ITI Limited, Bangalore. We agree and undertake to abide by all these terms and conditions. Our EOI is consistent with all the requirements of submission as stated in the EOI or in any of the subsequent communications from ITI Limited, Bangalore.
- 3. The information submitted in our EOI is complete and correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our EOI. We acknowledge that ITI Limited, Bangalore will be relying on the information provided in the EOI and the documents accompanying suchEOI for Selection of Bidders for empanelment of Project Management Consultancy and Support

Service Agency for Training and Skill Development Programme in ITI Limited, Bangalore, and we certify that all information provided in the application is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such EOI are true copies of their respective originals.

- 4. We acknowledge the right of ITI Limited, Bangalore to reject our EOI without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- 5. We declare that we satisfy all legal requirements and meet all the eligibility criteria laid down in the EOI.
- 6. This EOI is unconditional and we hereby undertake to abide by the terms and conditions of the EOI.
- 7. We understand that any work sanctioned in pursuance to the empanelment process detailed in this EOI shall be on the terms and conditions specified in the Letter of Award/ Work Order/ Agreement pertaining to such work, which shall be thoroughly reviewed and accepted by us before undertaking such work.
- 8. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

For and on behalf of: Signature:

Name: Designation:

(Company Seal)
(Authorized Representative and Signatory)

Note: The Covering Letter is to be submitted by Company Secretary/ Authorized Representative and Signatory on the organisation's letterhead with his/her dated signature and seal.

#### Appendix – II

#### Affidavit for not being blacklisted

(Affidavit on non-judicial stamp paper by Company Secretary/ Authorized Representative and Signatory of the Bidder with his/her dated signature and company seal)

## 

(Authorized Representative and Signatory)

#### <u>Appendix – III</u>

#### Format - Bidder's Details

(To be provided by Company Secretary or Authorized Signatory on Letterhead with

his/her dated signature and company seal)

S.No.	Particulars	Details
1	Name of the Organization:	
2	Name and Designation of the Contact Person	
3	Address and Contact Details (E-Mail and Mobile	
	No.) of the Contact Person	
4	Corporate website URL.	
5	Legal Status (Whether Proprietorship/ Partnership/	
	Pvt. Ltd./ Company, Society / Trust etc.)	
6	Address of Head Office:	
7	Incorporation/ Registration status of the Agency	
8	Date of Incorporation/ Registration	
9	Authorization Letter in the name of the Authorized	
	signatory	
10	Turnover in the last 3 Years:	
11	Number of Employees in the applicant organization	
12	Number of candidates placed by the applicant	
	organization in last three year.	
13	Number of candidates trained by the applicant	
	organization in last three year.	
14	A detailed write up on the approach &	
	methodology for mobilization, how the placement	
	will be ensured, action plan for the mobilization	
	and placement to meet the training targets of ITI,	
15	Bangalore	
15	PAN Number	
16	GST Registration Number	
17	PF/ ESIC Details of the Applicant Organisation	
18	A Notarized Affidavit stating that the firm has not	
	been blacklisted by any Central / State Government	
10	or their Undertakings.	
19	One Copy of the whole of the scheme document	
	with each page signed and stamped.	

Note: Copy of appropriate registration / incorporation certificate along with a copy of PAN card/ GST/ PF/ ESIC should be appended as a part of this form. Copies of all documents should be appended in the same order as mentioned in the table. All financial documents should be duly certified by a Chartered Accountant.

#### <u>Appendix – IV</u>

#### Format – Financial Capability Statement

(Duly signed by the Authorised Representative and certified by a Chartered Accountant)

financial

submit that...... (Name of Bidder), having registered office

statements, I/

basis of

audited

at net	worth and a	nnual turnover fr	, has om skill deve	annual turnover, n lopment activities, 020-21*), as follows	et profit / loss, in past three
S. No.	Financial Year	Annual Turnover (Rs Lakhs)	Net worth .(Rs. Lakhs)	Annual Turnov development programmes (R	activities/
1.	2018-19			,	
2. 3.	2019-20				
	2020-21				
TOT		sheet to be accep			
Name Desig Date:	e: Ination:				
(Auth	·	entative and Signa	tory)		
Note:					
<i>1.</i> years		quired to submit tl I 2019-20, 2020-21		ncial statements for	the past three
2.	All supportin	g documents shou	ld be duly certi	fied by a Chartered .	Accountant.

#### Appendix – V

#### Format - Training and Placement Record (All-India)

#### A. Training and Placement Record in Past 3 Financial Years

	Details	3	Total no. of candidates trained for skill training	Total no. of candidates placed after skill training	Average salary range of placed candidates
Name	of	Dept./			
Agency					
Name	of	Dept./			
Agency					
Name	of	Dept./			
Agency					
Total					

Note 1: Data may be provided for financial years 2018-19 and 2019-20, 2020-21. Note2:Biddersarerequestedtofurnishinformationinanorganisedmannerasperthe formatmentionedaboveandguidelinesmentionedbelow

Note 3.:Certificate by a Chartered Accountant stating the number of candidates mobilized and placed for skill training for any scheme/ agency by the Bidder as per the conditions stated in EOI.

## B. Project Management Consultancy Experience (Skill Training Programme)

Sr. No.	Name of Organization	PIA/Pro	gramme Details	Services Offered
1				
2				

<sup>\*</sup> Supporting proof documents to be annexed separately

For and on behalf of:
Signature:
Name: Designation:
Date:
(Company Seal) (Authorized Representative and Signatory)

### <u>Appendix – VI</u> <u>Format – Additional Information</u>

	Bidder's understanding on Project Management Consultancy
(ii) Mobil Progi	Bidder's approach & methodology for Training Centre Set-up, Resource lization, Training Coordination, Quality Assurance alongwithAction Plan for camme Implementation to meet the training targets
(iii) as PN	
	OrganisationResource details (All-India)
(v) (Bidd	Additional details furnished by Bidder  ler may use this space to highlight experience of working with various beneficiary  os, with documentary proof where required)
Signa	nd on behalf of: ature: Name: Designation: Date: apany Seal)
•	norized Representative and Signatory)

### <u> Appendix – VII</u>

#### Format – Authorization

(On Company Letterhead)

#### TO WHOMSOEVER IT MAY CONCERN

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(Signatu	ıre)										
(Name,	Title ar	nd Addı	ress)								