

**आईटीआई लिमिटेड****ITI LIMITED**

(भारत सरकार का उपक्रम)

(A Govt. Of India Undertaking)

क्षेत्रीय कार्यालय :-

Regional Office

फ्लैट नं. 201-202

Flat No. 201-202

रोहित हाउस, 3-टालस्टाय मार्ग

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Our Ref.: BDL/CHD/EoI/2K19/IT/HU/VC

Date: 23.10.2020

SUBJECT: Invitation "Priced" Expression of Interest (EoI) for Supply of Computer Software to State University in Haryana.

Sealed EoI are invited for addressing a 'Business Opportunity' worth nearly Rs 30.0 Lacs. from well-established and experienced System Integrators (SI) "Expression of Interest (EoI) Supply of Computer of software to State University in Haryana.

Indian Companies having Average Annual Turnover of minimum Rs 9.0 Lacs in last three fiscal years may submit their Sealed Technical and Priced proposal under two Cover systems for the same. It is a must for the bidder to have a valid case specific Authorization cum Support Letter from reputed OEM of IT solutions and infrastructure.

The interested companies may down load the EOI Document from website: "www.itilttd-india.com/delhi/tenders and www.eprocure.gov.in" the Scope of work and Terms-conditions as per the details given below:

1	Address of the Designated office for this EOI	ITI Limited, New Delhi (As given above)
2	Contact Persons	Shri Ranjeet Singh DGM (AO-Chandigarh) Shri I.A Khan Deputy Manager (Marketing) Shri S.P.S Chauhan AE (Marketing)
3	Telephone Numbers	011-23317195, 0172-2722735
4	Cost of the EOI document in shape of DD	Rs 590/-Inclusive GST @ 18%
5	EMD (DD/FDR)	Rs 60,000/- (Sixty Thousand only)
6	Last date & Time for purchase/down load the EOI document	6 th Nov. 2020 at 11.00 Hrs
7	Last date & Time for submission of EOI/ Proposal	6 th Nov. 2020 at 14.00 Hrs
8	Opening Time & Date of EOI/ Proposal	6 th Nov. 2020 at 14.30 Hrs

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

The selected bidder who is to play the role of a 'Business Partner' has to enter in to an agreement with ITI Limited under Sole Investment Business Model on back to back basis to forge a case-specific business alliance for arranging the requisite bidding inputs and further Joint Implementation of the project. The bidder will have to submit the EMD in the form DD/FDR in the favors of "ITI Limited, New Delhi".

As the above timelines are extremely important, any compromise on this account will not be accepted.

For ITI LIMITED

(I A Khan)

Deputy. Manager (Marketing)

Invitation for Expression of Interest (EoI) : for Supply of Computer Software to State University in Haryana.

Tender Document Issued to	M/s
Cost of Tender document in shape of DD/Cash in favor of ITI Limited New Delhi	Rs 590/- (Including GST) vide Cash receipt no.
Last Date and Time of the Sale of Bid/EoI Document	6 th Nov. 2020 at 11.00 Hrs
Signatures, designation of the issuing officer of the EoI document	
Last Time for submission of EOI/ Proposal	6 th Nov. 2020 at 14.00 Hrs
EMD: DD /FDR/NEFT/RTGS in favor of ITI Limited New Delhi	Rs 60,000/- (Rupees Sixty Thousand only)
Bid Validity	90 days

PREAMBLE

ITI Limited (ITI) is a Public Sector Undertaking which functions under the aegis of The Ministry of Communications and IT, Government of India. As such it follows all the financial and administrative rules and procedures put in place from time to time to conduct the business activities.

We at Regional Office Delhi (which is part of the Corporate Marketing Department located at Bangalore) are engaged in the business of Providing for Supply and Installation of Video Conferencing Solution to State University in Haryana.

The objective of this Invitation for submission of EoI (Expression of Interest) is to identify an organisation to address a particular ‘Business Opportunity’ / kind of ‘Business Opportunities’ which has emerged from a Govt. client for the implementation of a project in state Government domain. The prospective customer has already published/disclosed its requirement which is to be responded with the submission of Techno-commercial proposal / Bid in due course of time.

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

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

It should be noted that the business associate selected as vendor /SI will not be allowed to have alliance with other bidders / competitors of ITI for the same business opportunity.

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

INTRODUCTION TO EOI INVITATION

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

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

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

VITAL CHARACTERISTICS OF A BUSINESS ASSOCIATE

‘Prospective Bidder’ must possess the following basic qualities:

- a. Willingness to sign agreement with ITI for addressing the end-customer’s requirements as per his terms and conditions.
- b. The requisite technical experience, qualification and competence in the field of Supply and Installation of Video Conferencing Solution to State University in Haryana.
- c. Ability to withstand the Business-Risk.
- d. Understanding of provisioning of appropriate type of Products/Solutions/Service offerings best suited to the case-specific requirement.
- e. Capability to provide all cost elements in time which need to be structured into the final costing of the project (as per the requirement of ITI's customer) with a clear intention of assisting ITI to win the business.
- f. Arrangement of Warranty and Post Warranty Maintenance support.
- g. Capability of customization of Software and Hardware as per the specifications / requirements of the customer.
- h. Backing of OEMs through Letter of Authorization from the major OEMs.
- i. Adherence to Ethical Business Practices and Professionalism.
- j. Willingness to strive to achieve the maximum indigenous content, as per the guidelines of Govt. of India from time to time.
- k. Compliance of ‘No Infringement of any Patent Right’ in accordance with the prevailing laws.

DEFINITIONS:

a	ITI means M/s ITI Limited.
b	EoI means Expression of Interest to act as a Vendor / System Integrator agency of ITI.
c	The Purchaser means ITI Ltd, New Delhi.
d	The End-Customer means the prospective client who would select ITI as a contractor and award order for end-to-end implementation of the project as envisioned under the Tender Document.
e	SI means System Integrator or the Vendor who has been selected as System Integrator.
f	The Bidder means the SI /Vendor or Consortium who submits this EoI and subsequently provides inputs to ITI to participate in the Main Bidding against the tender notification of the ITI's end-customer.
g	The Deliverables means all the Systems (both Hardware and Software), Equipments, Devices, Services related with the proper execution of the project as envisaged under the Order / Contract to be signed by the 'end-customer'.
h	The Purchase Order means the order placed by ITI on the SI / Vendor.
i	The Contract Price means the price payable to the Supplier(s) / Vendor(s) under the Purchase order for the full and proper performance of its contractual obligations.
j	Evaluation is a process of adjudging the EoI to the satisfaction of ITI.
k	ICT means “Information and Communication Technology”
l	LOI means “Letter of Intent”.
m	Sole Investment Business Model means the Investment Part pertaining to this opportunity would be handled exclusively by SI partner and ITI may not invest in the project. Though ITI shall not get direct financial exposure, the overall project related responsibilities would rest upon ITI for both monitoring and execution. ITI shall provide its project management

	expertise for smooth implementation of the entire project.
n	IPR means Intellectual Property Rights
o	OEM means Original Equipment Manufacturer
p	QCBS means Quality cum Cost Basis Selection where both Technical and Commercial aspects of bidding are taken in to consideration
q	MOU means Memorandum of Understanding
r	EMD means Earnest Money Deposit /Bid Security

ELIGIBILITY CRITERIA:

The bidder must be a Registered Indian company / Partnership/ Proprietary. The Bidders are required to refer the ‘**Annexure-II**’ for the details of the eligibility criteria. The bidders shall submit necessary documentary proof (certified photocopies) showing that they meet the specified eligibility criteria.

Considering the importance of the opportunity as well as that of the prospective end customer, it is very much desirable that the bidders have sufficient experience in the desired area.

The bidder must have not been declared black listed / ineligible to participate for bidding during last five financial years by any State / Central Govt / or PSU due to unsatisfactory performance, breach of general or specific instructions, corrupt or fraudulent or any other unethical business practices.

The date of Eligibility shall be Date of Publication of the EoI Notification.

In case if any of the Qualifying Criterion is not met, the Bid /EoI will be declared unresponsive and the same will not be evaluated further.

Consortium NOT allowed

GENERAL TERMS AND CONDITIONS

1. The Bidder(s) are required not to impose their own terms and conditions to the bid and if submitted, it will not be considered as forming part of their bids. The decision of ITI shall be final, conclusive and binding on the Bidder(s). In a nutshell, the Conditional Bid or Bid with deviations will be summarily rejected.
2. Only those who qualify the eligibility conditions need submit the proposal.
3. The bidder is expected to go through the enclosed Document (**Annexure-I**) to have clarity on Scope of work and Specifications. The bidders are to quote only fully compliant solution.
4. The bidder may be required to study the existing system being used by the end-client to assess the exact requirements and the Quantum of work on “No-commitment” basis (no commercial compensation would be given to the bidder either by ITI or the end-client for doing this exercise).
5. The exact strategy to address and win the business opportunity would be shared / discussed with the Best rated qualified bidder in due course of time.
6. The bidder is required to extend the requisite support during the evaluation by giving Technical Presentation /Demonstration /Arranging site visits (if required) on “No-Cost No-commitment” basis.
7. Any clarification issued by ITI in response to query raised by prospective bidders shall form an integral part of bid documents and it shall amount to an amendment of relevant clauses of the bid documents.

8. A clause-by-clause compliance statement to all Sections of the EoI document is to be submitted in the Technical Bid, demonstrating substantial responsiveness. A bid without clause-by-clause compliance statement to all the sections of the EoI document including the Technical Specifications, Commercial Conditions, Special Conditions and the Annexures shall not be considered for evaluation and shall be summarily rejected.
9. The bidder should study the enclosed **Annexure-I** carefully to assess the work and Risk factors associated with such type of Business opportunities.
10. The bidder has to consider the following major Cost Factors while arriving at a commercial decision:
 - Direct Cost (requisite IT Hardware and Application Software)
 - Fiscal Cost
 - Logistic-Cost
 - Taxes/ Duties
 - Services and Administrative Cost
 - Training and Documentation Cost
 - Contingencies
11. The bidder should enclose the following documents with their '**Technical Bid**':
 - Proof of Purchase of the EoI document, Money Receipt or the Original EoI Document.
 - Earnest Money Deposit (EMD)/ Bid Security as per the requirement.
 - Power of Attorney to sign the bid.
 - Annual Report/ Balance Sheets (including Profit and Loss Account) for last three years to establish the Financial Eligibility of the bidder and the consortium members.
 - Details of Experience as envisaged along with copies of the orders and work completion certificates as envisaged.
 - Testimonies for the envisaged Facility Management capability.
 - Memorandum and Articles of Association.
 - Company Registration Certificate.
 - Company Profile.
 - Copies of GST Return Copy of PAN Card.
 - Copies of ITR, last three years.
 - Copies of Quality Certificates.
 - Self-Certification for No Black-listing as per the Eligibility.
 - OEM Authorization Letter/Support Letter.
 - Document on Understanding of the Requirement
 - Any other Specific Document as required under EoI Eligibility.
 - Provident Fund and ESI details.
12. Please note that if any document/authorization letter/testimonies are found fabricated / fake, the bid will be declared as disqualified and EMD will be forfeited. This may also lead to the black-listing of the bidder.
13. All the required documents to establish the bidder's eligibility criteria should be enclosed with the original EoI (Technical-Bid) itself. The EoI will be evaluated on the basis of the documents enclosed with the original EoI only. ITI will not enter into any correspondence with the bidder to get these certificates/ document subsequently. However, it reserves its right to get them validated/verified at its own.
14. Due to any breach of any condition by the bidder, the Bid Security (EMD) submitted by the bidder may be forfeited at any stage whenever it is noticed and ITI will not pay any damage to the bidder or the concerned person. The bidder or/and the person will also be debarred for further participation in future EoI/Tenders.
15. All suppliers (including small scale units who are registered with the National Small-Scale Industries Corporation under Single point registration scheme) shall furnish EoI

- document Cost and Bid Security to ITI Limited as per the requirement. As such no bidder is exempted to furnish the EMD and EoI document Cost.
16. The successful bidder's bid security (EMD) will be discharged upon the bidder's acceptance of ITI's Order in due course of time and furnishing the Requisite Performance Security/Guarantee.
 17. The bid security of the unsuccessful bidder will be returned/ discharged within 15 days of the opening of the Bids.
 18. Suitable 'Training' would have to be imparted to ITI's personnel at Bidder's cost in the areas of Installation, day to day Maintenance and Operation of entire system (in the event of placement of order by ITI). The training of the personnel shall be to ensure trouble free operations of the System/Equipments by the end customer.
 19. The bidder is required to enclose Notarized Copy of the Power of Attorney from its Directors/Top management which should indicate clearly the name of the signatory and title. Bidders must ensure that all the documents are sealed and signed by authorized signatory.
 20. The Power of Attorney given to the Authorized Signatory should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective states(s) and the same be attested by a Notary public or registered before Sub-Registrar of the states(s) concerned.
 21. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract (if signed). The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.
 22. "DISCOUNT, if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule.
 23. The '**Technical Bid**' and '**Commercial Bid (as per Annexure-V)**' shall be placed in the separate sealed envelopes super scribed with words "Technical Bid" and "Commercial-Bid" respectively mentioning EoI Reference clearly.
 24. Both '**Technical Bid**' and '**Commercial bid**' are to be placed in a 3rd sealed Cover duly properly addressed mentioning EoI Reference and Date of Opening.
 25. Sealed offer/EoI prepared in accordance with the procedures enumerated above should be submitted to the Tenderer not later than the date and time laid down, at the specified address.
 26. The Technical Bids will be opened as per the schedule. The Bidder(s) or their authorized representatives may attend the Opening if they so desire. The Commercial Bids of only technically qualified Bidder(s) will be opened at a later date. The Bidder(s) who have been declared eligible after evaluation of the technical bids or their authorized representatives may attend the Opening.
 27. ITI shall not be responsible for any postal delay about non-receipt / non-delivery of the bid/documents. This EoI Document is absolutely not transferable.
 28. The bid submitted may be withdrawn or resubmitted before the expiry of the last date of submission by making a request in writing to ITI to this effect. No Bidder shall be allowed to withdraw the bid after the deadline for submission of the EoI.
 29. It is further stressed that synergies between ITI's competitors with the bidder or cartel formation with other bidders would result in Disqualification of the Bidder.

30. ITI reserves the right to accept or reject any EoI/ Bid partially or fully or annul the bidding process and reject all bids at any time prior to award of contract without assigning any reason thereof and without incurring any liability to the respondents. ITI Limited also reserves the right to withdraw this EoI, should it be necessary at any stage.

SPECIFIC TERMS AND CONDITIONS

- a. The requirement is meant for addressing a business opportunity which has emerged from a Govt of India body against their already published tender-notification / Invitation for the submission of Bids which envisages implementation of Supply and Installation of Video Conferencing Solution to State University in Haryana.
1. The broad 'scope of work' would be as per the Annexure-I, however the exact Scope of Work will be intimated to the selected SI/Vendor in due course of time (once bidder is short-listed/ empanelled) for addressing the opportunity.
 2. The bidder (in the capacity of a System Integrator) is supposed to address the business opportunity jointly with ITI under "Sole Investment Business Model". This may include arranging Bid Security and Performance Bank guarantee etc. All 'Terms and Conditions' as per ITI's customer with regard to Payment / Reward / Delivery/Penalty shall be applicable on the selected Business Associate /SI also (in the event of the award of the business to ITI by the end-customer).It may please be noted that ITI shall not open any 'Escrow Bank Account' with the consortium member/SI (in the event of the award of the order to ITI).
 3. ITI may consider the bidder (at its own discretion) for addressing other similar business opportunities related with Supply and Installation of Video Conferencing Solution to State University in Haryana.
 4. The bidder must be prepared to work with ITI limited on exclusive basis and will neither submit any direct proposal (to the end-client) nor submit any business proposal (to the end-client) through other business partner/PSU .In case of violation of the same, the EMD shall be will be forfeited and the bidder will be black-listed.
 5. ITI may consider the bidder (at its own discretion) for addressing other similar business opportunities related with HPC Cluster Computing during the current fiscal years. The bidder must be prepared to work with ITI limited on exclusive basis and will neither submit any direct proposal (to the end-client) nor submit any business proposal (to the end-client) through other business partner/PSU .In case of violation of the same, the EMD shall be will be forfeited and the bidder will be black-listed.
 6. ITI reserves the right to undertake supplies upto 50% of the order quantity.
 7. ITI reserves the right to undertake services like Installation &Commissioning activities, Annual Maintenance Contract (AMC) etc. upto 50%.
 8. Margin to ITI would be payable on supply, I&C and AMC services undertaken by the selected agency for the project.
 9. All activities, like proof of concept on "No Cost No Commitment"(NCNC) basis wherever applicable will be the responsibility of agencies.
 10. Agencies should be willing to impart required training to ITI engineers for undertaking services & execution of project.
 11. Agencies will be responsible for any shortcoming in the BOM and the same should be rectified free of cost.
 12. Agencies should be willing to sign an exclusive agreement with ITI for smooth execution of the project.
 13. Performance Bank Guarantee (PBG) will be shared among all the work executing

agencies

14. The Bidder will sign the Integrity pact as per Annexure –IV.

EOI REJECTION CRITERIA

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

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

BID EVALUATION PROCESS

1. Prior to the detailed evaluation, ITI will determine the substantial responsiveness of each EoI/Bid to the EoI Document. For purpose of ascertaining the eligibility, a substantially responsive bid is one which confirms to all the terms and conditions of the EoI Document without deviations.
2. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
3. ITI may waive any minor infirmity or non-conformity or irregularity in the bid / EoI which doesn't constitute a material deviation, provided such waiver doesn't prejudice or effect the relative ranking of any bidder
4. The EoIs submitted by the Bidders would be subjected to a well defined and transparent evaluation process.
5. The Bidder(s) will be evaluated on QCBS (**Quality cum Cost Basis Selection**) System with a 65% weightage for Technical Bid and 35% for Commercial Bid.
6. A maximum of 1000 marks will be allocated for the Technical Bid. The evaluation of functional and technical capabilities of the Bidders will be completed first as per the following process:
7. The technical proposals only will be subjected for evaluation at this stage. The Bidders scoring less than 600 marks (cut-off score) out of 1000 marks in the technical evaluation shall not be short-listed for next stage of Commercial Bid evaluation process.
8. In case, more than three participating Bidders qualify on technical criteria and reach or exceed the cut-off score of 600, then ITI at its sole discretion may qualify maximum

- three (total) Bidders on the basis of the top three scores.
9. Only those Bidders who qualify as per the specified Eligibility Criteria shall be considered for technical evaluation in which scores will be awarded based upon the evaluation matrix given Annexure-III. The bidders scoring at least 600 points in the technical evaluation shall be considered for further financial evaluation. However, weightage will be carried forward from technical qualification stage to financial bid evaluation.
 10. The bids will be eventually evaluated on the basis of the vendor ratings which will be done on the basis of combined scoring of the Technical Bid (weighted) and Commercial bid.
 11. ITI may, at its sole discretion, decide to seek more information from the Bidders in order to normalize the bids. However, the Bidders will be notified separately, if such normalization exercise as part of the technical evaluation is carried out.
 12. The Bidders who are short-listed based upon technical criteria may be asked, if necessary, to make a presentation on their solution at Delhi, at their own cost.
 13. The Bidder getting the highest Vendor Rating (VR) shall be selected for case-specific Business Association

Final Vendor Rating will be governed as per the following formula:

$$\mathbf{VR = TR + CR}$$

Where VR is overall Vendor Rating
TR is Technical Rating
CR is Commercial Rating

TECHNICAL RATING (TR) would be evaluated on the basis of the following formula:

$$\mathbf{TR = \frac{65}{100} \times TECHNICAL SCORE (TS)}$$

Where Technical Score (TS) would be calculated as per the Technical evaluation Matrix given at Annexure-III.

COMMERCIAL RATING (CR) would be evaluated on the basis of the following formula:

$$\mathbf{CR = \frac{35}{100} \times COMMERCIAL SCORE (CS)}$$

Commercial Score (CS)

Commercial Rating is based on Commercial Scoring (CS) of a particular bidder which will be worked out as per the Formula given below:

$$\mathbf{CS = \frac{AQ}{BQ} \times 1000}$$

Where:

AQ is **Actual Quote** (Commercial Score) of a particular Bidder under consideration.
BQ is **Best Quote** (Commercial Score) of the Best Bidder

Annexure-I**SCOPE OF WORK**

The State university in Haryana needs a computer software.

The details of scope of work are as under:

1. Vendor will understand the requirements of end customer for Implementation of Computer Software.
2. SI/Vendor will ensure that the Software should work in their Systems.
3. Warranty Support .

BOQ

SL. Nos.	Item	Qty.
1	Quick heal (R) Antivirus Total Security for 3 Years	45
2.	Adobe Creative Cloud for Teams for all App Edu For 01 Year	45
3.	IBM SPSS base module version 26.0 +SPSS Regression + SPSS Bootstrapping	10
4.	Arc GIS Desktop 10.6 Software (Arc GIS pro and Arc Map)	20

BIDDER'S QUALIFYING PARAMETERS

Sl No.	Eligibility Parameter	Metrics (Qualifying)
1.	Presence (duration) of the Bidder in the field of computer Software / IT	3 Years
2	Experience of the Bidder in the field of supply of computer Software in last three years.	3 Nos
3	Experience of the Bidder in the field of Computer Software / IT in terms of Business Volume (in value) in last three years. Three Similar work Completed works costing not less than the amount 12 Lacs or Two similar completed works costing not less than the amount 15 Lacs or One similar completed work costing not less than the amount 24 Lacs	
4	Presence of Bidder in Delhi/Haryana/Chandigarh.	Required
5	Average Annual Turnover of the Bidder during last three financial years	Rs 9 Lacs
6	Average Annual Profitability of the Bidder during last 3 Yrs. (CA Certificate to be provided/Balance Sheet for last three years)	To be furnished
7	Solvency certificate of Bidder / company (Maximum Six-month-old) from the Nationalized bank / Schedule Bank	To be furnished
8	Availability of Skilled Man-power to handle (specific area) with the Bidder	Minimum 5 personnel
9	Bidder should have Quality Certification (minimum ISO 9000)	To be furnished
10	No Black-listing of the Bidder undertaking from the bidder	Required
12	Presence of the Major OEMs Support Centre in Delhi / Haryana/Chandigarh for Service support .	Required

*Note.1- In case if any of the above Qualifying Criterion is not met, the Bid /EoI will be declared unresponsive and the same will not be evaluated further.

*Note.2- Supporting documents should be furnished for the above statements of qualifying criteria.

Annexure-III

Format for Project Experience

Using the format below, provide information on each reference assignment along with a client certificate or suitable supporting documentation.

Name of Project	
Location where services were delivered	
Name of the Client:	
Name and address of Client Contact Officer	
Duration (dates) of assignment:	
Status of assignment: Completed / Ongoing (if it is on-going, level of completion). Certificated to be attached as proof.	
Approx. Value of engagement	
Brief description of engagement and services provided by your company	

SPECIAL CONDITIONS

SI No	Conditions / clauses	Compliances by the Bidder
1	For tenders involving ITI manufacturing products, ITI will provide the required quotes etc.	
2	ITI reserves the right to undertake the supplies up to 50% of the order quantity.	
3	ITI reserves the right to undertake services likes installation and commissioning activates, Annual Maintenance Contract (AMC) etc. up to 50%	
4	ITI reserves the rights to split the balance orders (after taking out the ITI portion) in 70%: 30% ratio between H1 and H2 (Highest margin bidders) for speeding up the work, provided H2 bidder matches H1 margins offered, and wherever technically feasible	
5	Margin to ITI would be payable on supply, I&C and AMC services undertaken by the selected agency for the project.	
6	All activities like Proof of concept on “No cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of agencies.	

7	Agencies should be willing to impart required training to ITI engineers for undertaking services & execution of project.	
8	Agencies will be responsible for any short coming in the BOM and the same should be rectified free of cost.	
9	Agencies should be willing to provide ToT for manufacture of offered products in ITI.	
10	Agencies should be willing to sign an exclusive agreement with ITI for smooth execution of the project.	
11	All commercial terms will be as per the RFP/PO	
12	Earnest Money Deposit (EMD) / Bid security required for submitting the bid will be borne by the selected agency.	
13	Performance Bank Guarantee (PBG) will be shared among all the work executing agencies depending upon the ration of order value	
14	All CVC circulars/ Statutory guidelines as applicable needs to be followed	

Annexure-IV
TECHNICAL BID EVALUATION MATRIX

The technical evaluation for knowing the Technical Rating (TR) of the bids will be done strictly on the basis of Technical Score (TS) which would be computed as per the matrix shown below:

Sl No	Parameters	Weightage in terms of Scoring	Max. Score	
1.	Presence (duration in years) of the Bidder in the field of System Integration / IT/ICT/ Software-Development/ Telecom Business.	3 to 4 Years of Presence	30	50
		4 to 6 Years of Presence	40	
		More than 6 Years of Presence	50	
2.	Experience of the Bidder in the Relevant Field in Govt. Department / PSUs / Autonomous Bodies in terms of Business Volume	Eligibility Criterion (Minimum experience) to 1.25 times of the Eligibility Criterion	45	75
		1.25 times of the Minimum Experience to Twice the Eligibility Criterion	60	
		More than Twice the Eligibility Criterion	75	
3.	Experience of the Bidder in the Relevant Field in Govt. Department / PSUs / Autonomous Bodies in terms of Number of Similar Projects	Eligibility Criterion (Minimum experience) to 1.25 times of the Eligibility Criterion	45	75
		1.25 times of the Minimum Experience to Twice the Eligibility Criterion	60	
		More than Twice the Eligibility Criterion	75	
4.	ITI's past Experience with the Bidder (or any Consortium member) in Projects.	No Experience	00	100
		Satisfactory Past Experience	60	
		Good Past Experience	100	
5.	Organization and Ownership Status of the Bidder	Privately Owned /Partnership Firm	30	50
		Private Limited Company	40	
		Public Ltd Company / Autonomous Body/PSU	50	
6.	Bidder's Presence at the desired Locations	Eligibility Criterion (Minimum) to 1.25 times of the Eligibility Criterion	30	50
		More than 1.25 times of the Eligibility Criterion	50	
7.	Bidder's Average Annual Turnover during last three financial years	Eligibility Criterion (Minimum) to 1.25 times of the Eligibility Criterion	60	100
		1.25 times of the Minimum to Twice the Eligibility Criterion	80	
		More than Twice the Eligibility	100	
8.	Bidder's Profitability during last 3 Years	Eligibility Criterion (Minimum) to 1.25 times of the Eligibility Criterion	30	50
		1.25 times of the Minimum to Twice the Eligibility Criterion	40	
		More than Twice the Eligibility Criterion	50	
9.	Bidder's Mapping of Financial Resources for the subject EoI,	Eligibility Criterion (Minimum) to 1.25 times of the Eligibility Criterion	60	100
		1.25 times of the Minimum to Twice the Eligibility Criterion	80	
		More than Twice the Eligibility Criterion	100	
10.	Bidder's Bank Credit Limit or	Eligibility Criterion (Minimum) to 1.25 times of the Eligibility Criterion	60	100

	Solvency for ascertaining Investment Capacity and fiscal risk taking capability.	1.25 times of the Minimum to Twice the Eligibility Criterion	80	
		More than Twice the Eligibility Criterion	100	
11.	Availability of Skilled Man-Power with the Bidder to Handle the Project	Eligibility Criterion (Minimum) to 1.25 times of the Eligibility Criterion	30	50
		1.25 times of the Minimum to Twice the Eligibility Criterion	40	
		More than Twice the Eligibility Criterion	50	
12.	Quality Certification of the Bidder	Minimum Eligibility Criterion	30	50
		More than the Minimum Eligibility Criterion	50	
13.	Percentage of Indigenous Equipments / Contents (for Major Equipments)	Eligibility Criterion (Minimum) to 1.25 times of the Eligibility Criterion	30	50
		1.25 times of the Minimum to Twice the Eligibility Criterion	40	
		More than Twice the Eligibility Criterion	50	
14.	Understanding of Requirement, Technical Solution, Project Implementation Plan, IPR Availability and OEM's Backing for Warranty / Post-Warranty Support.	Meeting the Minimum Eligibility Criterion	60	100
		Fairly Good (Good Value Addition to ITI)	80	
		Very Good (demonstrates a strong winning edge for ITI)	100	
Technical Score (Positive) of an Individual Bidder TS-1				
15.**	Negative Marking towards the Past Experience of ITI with the bidder in recent 5 years	Unsatisfactory (due to the Performance of the Bidder or a Consortium Member which might have caused Embarrassments to ITI by way of Inordinate Delays in the project execution and Imposition of Severe Penalties on ITI)	150	
		Poor (due to deliberate neglect of ITI's Projects or Pricing Misappropriation /Tax Evasion at the part of the Bidder or a Consortium Member in past which might have caused major Embarrassment to ITI on Legal/Fiscal front or Heavy Loss to Government exchequer.	200	
		Deceitful action of the Bidder(s) against ITI during some Bidding Process (happened in past) which has resulted Breach of Trust between the Bidder(s) and ITI for further business alliances	300	
Technical Score (Negative) of an Individual Bidder TS-2				
Resultant Technical Score TS of an Individual Bidder (TS1 minus TS2)				
MAXIMUM SCORE OF TECHNICAL BID=				1000
Notes *	<i>The vendor may be required to give Technical Presentation if asked by ITI.</i>			

IMPORTANT

Annexure- V which is Commercial / Price- Schedule is not attached with this EoI Notification. For the purpose of submitting the EoI, the Bidders will have to Purchase the 'Commercial/Price Bid 'against the prescribed cost of the Document.

Annexure-IV

PRE-CONTRACT INTEGRITY PACT

EOI/TENDER ENQUIRY No.: BDL/CHD/EoI/2K19/IT/HU/VC

Dated 20.12.2019

THIS Integrity Pact is made on.....day of20.

Between:

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

And:

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

Preamble

WHEREAS the Principal intends to award, under laid down organizational procedures, contract for Invitation for **Expression of Interest (EoI) for Supply and Installation of Video Conferencing Solution to State University in Haryana** of ITI Limited (name of the Stores/equipments/items). The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s)/ Contractor(s). In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles as mentioned herein this agreement.

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

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

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
- b. The Principal will, during the tender process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

- 1.2.If the Principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Actor if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER/CONTRACTOR

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

- a. The bidder(s)/ contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The bidder(s)/contractor(s) will not enter with other bidders/contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/ contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s)/ Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The Bidder(s)/ Contractor(s) will not bring any outside influence and Govt. bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

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

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

3.2 If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklisting for future tender/contract award process. The imposition and duration of the exclusion shall be as per the tender conditions.

of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the Bidder(s)/ Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

3.3 The Bidder(s)/ Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.

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

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

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

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

SECTION 4 – PREVIOUS TRANSGRESSION

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

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

SECTION 5 – COMPENSATION FOR DAMAGE

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

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

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

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

6.2 The Bidder(s)/ Contractor(s) undertakes to get this Pact signed by its subcontractor(s)/ sub-vendor(s)/ associate(s), if any, and to submit the same to the Principal along with the tender document/contract before signing the contract. The Bidder(s)/ Contractor(s) shall be responsible for

any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its subcontractors/ sub-vendors/ associates

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

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

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

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

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

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

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

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

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

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

8.7 The word ‘Monitor’ would include both singular and plural.

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

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

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

SECTION 9 – FACILITATION OF INVESTIGATION

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

SECTION 10 – LAW AND JURISDICTION

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

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

SECTION 11 – PACT DURATION

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

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

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

SECTION 12 – OTHER PROVISIONS

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

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

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

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

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

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

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

For PRINCIPAL

For BIDDER(S)/ CONTRACTOR(S)

(Name & Designation)

(Name & Designation)

Witness:

1.....

1.....

2.....

2.....