



ITI LIMITED  
Regional Office Hyderabad-01

Ref: ITI /MSP-HYD/EOI/ERP/21-22/04,

Dt. 07.05.2021.

Expression of Interest-2021-22/04

ITI LIMITED, a Central Govt. PSU, comes under the Ministry of IT & Communication invites sealed EOI in **two (2) covers** separately for RFP for Enterprise Resource Planning (ERP) Software for one of our customer” from Empanelled Partners (ITiSP) who are selected through our Corporate EOI vide Ref: ITI/CORP-CM-ITiSP Dated: 01.06.2020. The interested vendors who are not empaneled are required to get empanelled through our website “ www.itild.in”.

- |    |   |  |
|----|---|--|
| a) | Last date for the submission of EOI @ Hyderabad | 13.05.2021 @3.00 PM                              |
| b) | Opening of EOI on                               | 13.05.2021 @ 3.30 PM                             |
| c) | Transaction Fee                                 | 0.03 % on the total Bid Cost + GST as applicable |
| d) | Earnest Money Deposit:                          | Rs. 1,00,000/-(Online or Challan Generation)     |
| e) | PBG   | 03% of PO value                                  |
| f) | Estimated cost of Project                       | Rs. 1.00 Crore                                   |
| g) | Process Fee :                                   | Rs. 5000/-                                       |
| h) | Completion Period                               | 180 Days from Date of LOA                        |
| i) | Validity Period                                 | 210 Days   |
| j) | EOI Fee   | Rs. 1000/- + GST , in favour of ITI Ltd.         |

The EOI should be addressed to The Dy. General Manager-MSP(AP&TS), ITI Limited, Regional Office, 301, 3rd Floor, Door No. 5-9-58/1-15 ,Babu Khan Estate, Basheerbagh, Hyderabad - 500001. Phone: 040-23262545, 23262555.

After evaluation of EOI, the eligible Business Associate will be called for further Techno-Commercial discussion for above scope of work.

**Eligibility Criteria:**

- A. Bidder should have a Similar Experience of subject works in last 5 Years.

**ITI Ltd, Hyderabad reserves the right to accept or reject in part or full, any or all the applications for this tender without assigning any reason.**

## **Technical Bid : (Cover-1)**

	Ref. No.	Date	
Sl. No.	Description	Details	Page No
01.	Name of the Organization (Company / partnership firm /proprietorship concern etc.		
02	Certificate reference of registration (copy to be enclosed)		
03	Date of Incorporation / Registration		
04	Nature /Type of work for which firm is registered		
05	GST Registration No. (Please enclose the certificate copy)		
06	PAN No with IT Returns:		
07	Annual Turnover for last 3 Financial Years as per audited Accounts.		
	(a) Year:		
	(b) Year:		
	(c) Year:		
08	Annual Profit for last 3 Financial Years as per audited Accounts.		
	(a) Year:		
	(b) Year:		
	(c) Year:		
09	Net worth as per audited accounts for last financial year in Lacs (should have positive)		
10	Solvency Certificate issued during last six months		
11	Past experience of handling projects/similar works (Business Category wise)		
12	Amount & Details of P.O. Received		
13	Amount & Details of PO' s Executed / Completed along with completion Certificates		
14	Previous experience with ITI If Any		
15	Product / Project wise business projection for the Next two years with value		

16	<p>Acceptance for submitting</p> <p>A. Tender cost, Transaction Fee, EMD (selected bidder will be asked to submit the Tender cost, Transaction Fee,EMD).</p> <p>B. PBG/SD, Corpus fund (Selected bidder will be asked to submit the PBG/SD at the time LOA/LOI).</p>		
17	Acceptance for all technical, payment and other Tender terms and conditions of end customer on fully back to back basis.		
18	Additional credit period to ITI if any from the date of payment received from customer.		
19	Manpower Details		
	A) Technical (Require to submit manpower details as per end customer)		
	B) Non – Technical		
20	<p><b>I. Supply:</b> ITI reserves the right to take up 50% of proportion supply ofwork.</p> <p><b>II. Installation &amp;Commissioning:</b></p> <p>a. ITI reserves the right to take up the 50% proportion of work on its own which will be decided at the time of contract agreement/PO on bidder and Margin shared to ITI Limited will be on balance 50% proportion of the work only.</p> <p>b. Accepting of testing and commissioning will be on back to backbasis.</p>		

	<p><b>III. AMC:Services:</b></p> <p>A. ITI Products: AMC will be done by ITI.</p> <p>B. Non ITI Products: ITI reserves the right to take up the 50% proportion of work on its own which will be decided at the time of contract agreement/PO on bidder and ITI Limited margin will be shared on balance 50% portion of the workonly.</p> <p><b>IV. AMCMaterials:</b></p> <p>A. Rates to be arranged from OEM if applicable by Bidder/BA.</p> <p><b>V. WARRANTY:</b></p> <p>A. Back to back as per terms and conditions of the end customer.</p>		
21	<p>A. After submitting the offer to ITI, if ITI stood L1 and BA refuse to execute the project the EMD will be forfeit&amp; work will be executed at the risk and cost ofBA.</p> <p>B. After issuing the LOA if BA failedto submit the SD/PBG within stipulated time specified in LOA, LOA will be deemed as cancelled &amp; the work will be executed at the risk &amp; cost of the BA and EMD will beforfeited.</p> <p>C. If the BA failed to execute the project even after submission of SD/PBG, the project will be executed by ITI at the risk and cost of BA and SD/PBG, EMD forfeited.</p> <p>D. LD/Penalty: ITI will have thefull right to impose LD/Penalty on</p>		

	BA/Bidder if the performance of BA/Bidder is not satisfactorily, irrespective of end customers terms and conditions.		
22	Acceptance of validity of the quote as per the Terms and conditions of end customer		
23	Any tax payment, which cannot be passed on to BA/Bidder as per back to back payment terms, will be paid by ITI to BA/Bidder, as and when same will be received by ITI		
24	Business Associate/Bidder should indemnify the entire PO value of end customer, if awarded on them		
25	Business Associate/Bidder should have office at Hyderabad		
26	Self-Certification for No Black-listing as per the Eligibility. (Annexure-U)		
27	After awarding LOA while executing the project, if any advance payment received by ITI from end customer, same can be released to Business Associate/Bidder against 110% of Bank Guarantee.		
28	Party/BA has to submit Notarized Power of Attorney for Signing the EOI document and Board resolution for the same.		
29	Proof of concept (POC), Technical demonstration/Presentations to be arranged by the selected Bidder/Business Associate as per the end customer.		
30	Bidder should have strategic partnership with the OEM to ensure in time supply of materials (documentary proof should be enclosed).		
31	Bidder should submit the undertaking for OEM qualification criteria as end customer.		
32	Selected Bidder/Business Associate are ready to submit the techno/commercial compliance and Price Bid of end customer. Within one day of intimation to them.		
33	Bidder/Business Associate has to sign the following integrity pact.		

## **Commercial Bid format (Cover-2)**

1	Margin offered( in %) to ITI LIMITED (in figuresand words) for the work allotted.		
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**(ITI reserves right to execute up to 50% of the total tendered work)**

## Annexure-I

### **PRE-CONTRACT INTEGRITY PACT**

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

**Tender/EOI No.....**

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

#### **BETWEEN:**

ITILIMITED, MSP- (AP&TS) having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bangalore – 560016 and established under the Ministry of Communications & IT, Government of India (hereinafter called the Principal), which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman & Managing Director, Directories, Officers or any of them specified by the Chairman & Managing Director in this behalf and shall also include its successors and assigns) ON THE ONE PART

#### **AND:**

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

#### **Preamble**

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

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

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

## **SECTION 1 – COMMITMENTS OF THE PRINCIPAL**

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

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

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

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

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

a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The bidder(s)/contractor(s) will not enter with other bidders/contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to parties, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purpose of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical and business details, including information contained or transmitted electronically.

d. The bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India, If any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.



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

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

#### **SECTION 4 – PREVIOUS TRANSGRESSION**

- 4.1. The Bidder(s)/Contract(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/transparency International (TI) approach or with any other Public Sector Enterprises/Undertaking in India of any Government Department in India that could justify his exclusion from the tender process.
- 4.2. If the Bidder(s)/Contract(s) makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section-5 of this Pact.

#### **SECTION 5 – COMPENSATION FOR DAMAGE**

- 5.1. If the Principal has disqualification the Bidder(s)/Contract(s) from the tender process prior to the award according to section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.
- 5.2. In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contact agreement against termination.

#### **SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS**

- 6.1. The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.
- 6.2. The Bidder(s)/Contract(s) undertakes to get this pact signed by its sub-contractor(s)/sub-vendor(s)/associate(s), if any, and to submit the same to the Principal along with the tender document/contract before signing the contract. The Bidder(s)/Contract(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its sub-contractors/sub-vendors/associates.
- 6.3. The Principal will disqualify from the tender process all bidder who do not sign this Integrity Pact or violate its provisions.

#### **SECTION 7 – CRIMINAL CHARGES AGAINST VILATING BIDDER(S)/CONTRACTOR(S)**

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

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

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

8.8. Details of the Independent External Monitor appointed by the Principal at present is furnished below: - Shri Javeed Ahmad, IPS (retd.) M-1101, Shalimar Gallant Apartment Vigyanpuri Mahanagar LUCKNOW – 226 006, UP. Any changes to the same as required / desired by statutory authorities is applicable.

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

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

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

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

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

## **SECTION 11 — PACT DURATION**

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

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

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

## **SECTION 12 — OTHER PROVISIONS**

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

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

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

- 12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 12.5 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- 12.6 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings .

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

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

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-----

(Name & Designation)

(Name & Designation)

Witness

Witness

1)-----

1) -----

2)-----

2) -----

## **Annexure--II**

### **FORMAT FOR NON-BLACK-LISTING**

*(To be furnished on the Bidder Company's Letter-Head)*

#### **Undertaking for Non-Black-listing**

Certified that We M/shave not been 'Black-listed' by any Government Department / organizations, in the last 5 years for defective /deficient service or any such reason related to Business Conduct.

#### **Signatures of the bidder**

#### **SOME IMPORTANT POINTS FOR THE PROSPECTIVE BIDDERS (SIAs)**

- a) The business would be addressed and conducted on Back-to-Back basis. It means that all Payments, Rewards, Penalties would be passed on to the account of the SIA/BA.

**By signing this sheet, the Bidder (SIA) is confirming to the above conditions.**

**Signature of the bidder with Office Seal**

#### **DECLARATION**

I/We comply with all the terms and conditions of this EOI Document. I/We hereby declare that all statements made in the above EOI are true/complete and correct to the best of my/our knowledge. In the event of any information found false at any time, the purchase order  
/ Work allotted on our firm deemed to be cancelled.

Date

Signature

Seal of the Company

Name and Designation.

#### **Note :**

For any queries / clarifications feel free to contact our office in any working days or through our email ID: [ro\\_hyd@itilttd.co.in](mailto:ro_hyd@itilttd.co.in).

2. Terms and conditions for related Tender/enquiry will be sent to you/Published in our web site / CPP Portal

### Check list / list of enclosures.

1. Copy of registration of unit (with partnership deed or memorandum articles).
  2. Copy of income Tax Clearance certificate
  3. Copy of GST registration Certificate.
  4. Copy of the latest balance sheet/annual report.
  5. Proof of annual turnover/financial capacity.
  6. Proof of experience details/credentials.
  7. Proof of experience with ITI/Public sector/Government/Corporate sector etc.`
  8. Copy of solvency certificate.
  9. Copy of power of attorney of signing authority.
  11. Certification/awards received (if, any).
  12. Self-Certification for No Black-listing as per the legibility
  13. Tender should be submitted with a covering letter, duly signed and stamped on each page with page nos.
  14. Enclose Notarized Power of Attorney
  15. Compliance all the EOI terms.
  16. Notarized Consortium agreement in case of Consortium.
- Tender should be submitted in a sealed envelope super scribing EOI Ref. No. and date to the following address.

DGM-MSP(AP&TS)  
ITI LIMITED  
REGIONAL OFFICE  
301, 3<sup>rd</sup> Floor, # 5-9-58/1-15,  
BABU KHAN ESTATE, BASHEERBAGH  
HYDERABAD- 500 001, TS  
Contact no. 040- 23262535,75 Fax – 040-23262545