

ITI LIMITED
(A Government of India Undertaking)



SHORT EXPRESSION OF INTEREST (EOI)

FOR

SELECTION

OF

EXECUTING AGENCIES FOR DESIGN, MANUFACTURE, SUPPLY, TRANSPORT,
INSTALLATION, TESTING AND COMMISSIONING OF OFF-GRID SOLAR
PHOTOVOLTAIC WATER PUMPING SYSTEMS (SPWPS) OF 1-10 HP CAPACITIES
IN SELECTED STATES ON PAN INDIA BASIS, INCLUDING COMPLETE SYSTEM
WARRANTY AND ITS REPAIR AND MAINTENANCE FOR 5 YEARS UNDER
COMPONENT-B OF PM - KUSUM SCHEME OF MNRE IN THE STATE OF UTTAR
PRADESH

EOI Enquiry No.: TS/Solar/SECI/KUSUM/01

Dated: 13th, March, 2023

Chief Manager- TS, MKT & SB

ITI Limited,

Mirzapur Road, Naini,

Prayagraj – 211010 (UP) INDIA,

Ph: 6307182604/9450605406

Email: atul_nni@itilttd.co.in

Website: <http://www.itilttd-india.com>



ITI LIMITED

(A Government of India Undertaking)

Mirzapur Road, Naini,
Prayagraj – 211010 (UP) INDIA

Short Expression of Interest (EOI)

Ref No: TS/Solar/SECI/KUSUM/01

Dated: 13th, March, 2023

ITI Limited invites Expression of Interest (EOI) for Design, Manufacture, Supply, Transport, Installation, Testing & Commissioning of Off-Grid Solar Photovoltaic Water Pumping Systems (SPWPS) of 1-10 Hp Capacities in Selected States on Pan India Basis, Including Complete System Warranty & its Repair & Maintenance For 5 Years Under Component-B Of PM - KUSUM Scheme of MNRE in the state of Uttar Pradesh.

Scope of Work	Selection of executing agencies for Design, Manufacture, Supply, Transport, Installation, Testing & Commissioning of Off-Grid Solar Photovoltaic Water Pumping Systems (SPWPS) of 1-10 HP Capacities in Selected States on Pan India Basis, Including Complete System Warranty & its Repair & Maintenance For 5 Years Under Component-B of PM - KUSUM Scheme of MNRE in the state of Uttar Pradesh.
Processing Fee	INR 35,500/- including GST
Tender Fees	NIL
Earnest Money Deposit	INR 53.400 Lakhs

Interested parties may view and download the document containing the detailed terms & conditions, free of cost from the website www.eprocure.gov.in and <http://www.itilt-d-india.com>.

For ITI LIMITED
Chief Manager- TS, MKT & SB

Important dates

Date of Issue/Publishing	15/03/2023 (15:00 Hrs)
Last date of receipt of Clarification	18/03/2023 (15:00 Hrs)
Last Date and Time for Submission of Bid	21/03/2023 (17:00 Hrs)
Date and Time of Opening of Technical Bid	22/03/2023 (11:00 Hrs)
Date and Time of Opening of Financial Bid	23/03/2023 (11:00 Hrs)

In case of any clarifications on this notification and technical requirement, please contact -

Chief Manager- TS, MKT & SB

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INTRODUCTION

ITI Limited, a Public Sector Undertaking under the Department of Telecommunication, Ministry of Communication and IT, is a leading telecom equipment manufacturer and total solution provider in India. ITI has diversified in to solar project business and has established state of the art solar module manufacturing line of capacity 18 MWp per annum. IT Limited is an ISO 9001, ISO 14001 and ISO 18001 certified manufacturing unit. Presently major customers of ITI are BBNL, BSNL, MTNL, defense, paramilitary forces and railways. The company has executed various turnkey orders such as Bharat-Net, Telecom Towers, UP Police headquarters. ITI make PV module are certified with BIS 14286 certification for wattage range from 40Wp to 325Wp.

Objective/Purpose

The purpose of this Short Expression of Interest is for Selection of executing agencies for Design, Manufacture, Supply, Transport, Installation, Testing & Commissioning of Off-Grid Solar Photovoltaic Water Pumping Systems (SPWPS) Of 1-10 Hp Capacities in Selected States on Pan India Basis, Including Complete System Warranty & its Repair & Maintenance For 5 Years Under Component-B of PM - KUSUM Scheme of MNRE in the state of Uttar Pradesh and to enable ITI's participation in the customer RFQ as mentioned below-

End Customer Detail:

Name: Solar Energy Corporation of India Limited (SECI)

Sh. Ajay Kumar Sinha

Addl. General Manager (Contracts & Procurement)
Solar Energy Corporation of India Limited

Regd. Office: 6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110023

Phone No: 011 24666220

E-mail: contracts@seci.co.in

Website: <https://www.seci.co.in/>

Scope: Empanelment of executing Agencies for Design, Manufacture, Supply, Transport, Installation, Testing & Commissioning of Off-Grid Solar Photovoltaic Water Pumping Systems (SPWPS) Of 1-10 Hp Capacities in Selected States on Pan India Basis, Including Complete System Warranty & its Repair & Maintenance For 5 Years Under Component-B of PM - KUSUM Scheme of MNRE in the state of Uttar Pradesh. The details of end customer EOI are-

1. **RFS No.** : SECI/C&P/MI/00/0010/2022-23
2. **Last Date/ Time for online submission of Bid** : 23/03/2023
3. **EOI Fee** : NIL
4. **Processing Fee** : INR 35,500/- including GST
5. **EMD** : INR 96.120 Lakhs
6. **Performance Bank Guarantee (PBG)** : As per clause 12 of section III of this RfS to be submitted in the form of Bank Guarantee/
Payment on Order Instrument, along with the
Response to RfS.

The end customer EOI documents are available for download at <https://www.seci.co.in/>. The interested firm may download the documents from the website as mentioned.

The successful bidder/s selected through this EOI will sign agreement & Pre- contract Integrity Pact with ITI. ITI will submit its proposal to customer based on the techno-commercial proposal obtained from the successful bidder.

Scope of work

The Scope of work will be as per the end customer EOI and any other corrigendum/ addendum / other documents & instructions issued from the end customer from time to time in this regards. The details of the customer EOI for which the Expression of Interest is being called is enclosed along with this inquiry.

Processing Fee

INR 35,500/- (Indian Rupees Thirty-Five Thousand Only) including GST, to be submitted either through NEFT/RTGS transfer in the account of ITI, or in the form of DD/Pay Order along with the response to EoI in favor of “ITI Limited, Naini”, payable at Prayagraj.

Earnest Money Deposit (EMD)

The EMD amount will be as per the customer EOI requirement. The EMD amount INR 96.120 Lakhs shall be submitted by the bidder on back-to-back basis along with the bid. No interest shall be payable on the EMD. Photocopy of EMD must be submitted separately. The EMD amount of successful bidder may be converted to Security Deposit at the time of placement of Purchase Order. EMD must be submitted through Demand Draft/Bank Guarantee favoring ITI Limited. The DD must be in favour of “ITI Limited”, payable at Prayagraj.

The details of ITI’s bank account for EMD & Processing Fee amount are as below:

- Beneficiary Name : ITI Limited
- Account Number/IBAN : 10554066331
- IFSC Code : SBIN0003486
- Beneficiary Bank Name : State Bank of India
- Beneficiary Bank Address : ITI Complex, Naini,
Mirzapur Road, Naini,
Prayagraj– 211010 (UP) INDIA

Exemption from submission of EMD: There is no exemption of EMD to any bidder.

Performance Security

The successful bidder who will be selected, shall give a Performance Security (as per the timeline mentioned in the end customer RfS) for a period as per end customer RfS for the percentage of the bidder order value or fixed amount on pro rata basis as per bidder order value shall be deposited in shape of Demand Draft or Bank Guarantee and shall be returned after the performance warranty period is over. The said amount may be forfeited partially or fully for failure to fulfill the terms and conditions of agreement. The Bank Guarantee should be enforceable and payable at the place mentioned in the EOI. No interest will be accrued on the Performance security amount.

Taxes & Duties: Relevant Taxes in line with GST i.e. SGST/CGST or IGST to be considered by the bidder. Taxes rate and nature will be on back to back basis.

EOI Type: Two Bid System

Bids are to be submitted in two parts namely:

- (1) Technical Bid and
- (2) Financial Bid.

Both technical and financial bids must be submitted in separate envelopes and clearly marked on each envelope as “Technical Bid” and “Financial Bid” respectively. Thereafter, both the envelopes containing technical & financial bid should be put into a separate envelope which should be super scribed as “Bids for EOI No: TS/Solar/SECI/KUSUM/01”.

The financial bids of only those bidders will be opened who are technically qualified.

ELIGIBILITY CONDITIONS

Bidder shall fulfill following Minimum Eligibility Conditions: -

1. The Bidder should be either a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto and engaged in the business of Solar Power/Renewable/Electrical Works.

A copy of certificate of incorporation should be furnished along with the bid in support of above.

OR

The Bidder should be either a body incorporated in India under the Limited Liability Partnership Act, 2008: and engaged in the business of Solar Power/Renewable Energy/Electrical works.

A copy of certificate of incorporation should be furnished along with the bid in support of above.

OR

The Bidder should be a firm registered under Partnership Act, 1932 in India and engaged in the business of Solar Power/Renewable Energy/Electrical works.

A copy of certificate of incorporation should be furnished along with the bid in support of above.

OR

The Bidder should be a firm registered as Sole Proprietor under Shop Act in India and engaged in the business of Solar Power/Renewable Energy/Electrical works.

A copy of certificate of incorporation should be furnished along with the bid in support of above.

Experience

Bidder should have during last seven (07) Year at least had cumulative 500 nos. of standalone (off-grid) solar PV based water pump sets Commissioned before date of submission of bid. (Required experience certificate issued by competent authority from SNA/ Govt./ Semi Govt. Organization/ Bodies/ SECI/ DISCOM).

OR

Bidder should have during last seven (07) Year at least had cumulative 0.5 MW of Off-Grid/Hybrid Solar Power Plants, commissioned before date of submission of bid. (Required experience certificate issued by competent authority from SNA/ Govt./ Semi Govt. Organization/ Bodies/ SECI/ DISCOM).

(A copy of Work orders/PO and certificates indicating its successful execution must be enclosed)

Overall Average Annual Turnover

1. Bidder(s) should have **Positive (+ve)** Net worth at the close of the preceding financial year. (Auditor's certificate shall be submitted for the same).

2. Bidder should have Minimum Average Annual Turnover (MAAT) of **Rs. 05 Cr.** in last 7 financial years. (The bidder should submit Audited Financial Statement for last 3 years to this effect).

Turnover of Group of company will not be considered for evaluation (A summarized sheet of average turnover, certified by registered CA should be compulsorily enclosed).

The Bidder should have valid GSTIN registration certificate. A copy of which should be enclosed.

Note: Bidder will have to submit an undertaking on its letter head issued by the CA/Managing Director/Director of the company that it is financially meeting the Eligibility criteria as mentioned as above.

Test Report of Product in ITI's Name

The successful bidder has to provide the Complete Type Test Report of solar PV based water pump sets (As per Solar Energy Corporation of India Limited (SECI) RfS) in the name of ITI (Preferably with ITI make Solar Modules) from any NABL/MNRE/BIS approved authorized testing laboratory. Cost of certifications in the name of ITI and submission of samples along with documentation has to be borne by the successful bidder in any case. The bidder must submit the test reports in the name of ITI at the time or prior of material supply as per end customer EOI.

Payment terms and Delivery Schedule:

- Payment will be made on back-to-back basis after realization from end customer. Payment will be generally released to the vendor within 15 days after ITI has received the payment after the submission of necessary document like Vendor Invoice, receipt acknowledgement of goods by end user.
- The payment shall be done on the basis of actual Supply/erection of material as certified the end customer.
- No advance payment will be made during the execution of the project.

Guarantee/ Warranty

Materials/System shall be warranted for minimum period 5 years from the date of completion or handover (whichever is later) or as per customer's RfS.

Liquidated Damages (LD)

Liquidated Damages shall be levied as per the LD policy of ITI on pro-rata basis.

Training

Training of customer officers/representatives will be the responsibility of the selected Bidders/vendor.

Contractual Period

The successful Bidder shall so organize his resources and perform his work as to complete it not later than the date agreed to. Failing which LD will be applicable.

Extension of Contract

Contract will be extended as the customer extend the contract period.

Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

If required extra terms & conditions could be added to the existing terms & condition, it has to be complied by the firms (bidder/L1 party).

In case of contradiction the general terms & conditions will be superseded by the special terms & conditions.

AMC / COMPREHENSIVE AMC

AMC/ CAMC, if awarded by the end Customer to ITI then ITI may award AMC/CAMC to the successful declared bidder in this EOI.

General Conditions

1. All the relevant test certificates of various Components as mentioned in the ITI EOI and customers RfS shall be provided along with the bid.
2. Bidder shall provide Un-priced BOQ, priced BOQ, Drawings and Datasheets of each component of solar PV based water pump sets.
3. The bidder shall submit clause by clause compliance to the technical specification as per BOQ.
4. Bidder should have to submit make/model list with its proposal as per BOQ.
5. The bidder should be an ISO 9001:2015 accredited company.
6. **EOI Acceptance Letter:** Bidder should submit unconditional acceptance of all terms & conditions of the EOI document on company's/firm letter head duly signed & stamped by the authorized signatory.
7. Bidder should Sign & Stamped on each page of EOI.
8. No deviation certificate has to be submitted by the party mentioning that "we meet all Technical & commercial Specifications of the EOI Too" and there shall be no deviation. Party has to submit the aforementioned certificate along with the offer.
9. Quotations shall be liable to be rejected if there is/are any deviation(s) from the specifications.
10. Escalation in price (except where price variation clause is applicable), deviation from delivery schedule, terms and conditions will not be permitted in your quotation. Statutory Taxes & Duties should be shown separately from the price.
11. Bidder who is Micro & Small Enterprise should enclose copy of valid Certificate of Registration with DIC or KVIC or KVIB or Coir Board or NSIC or DHH or any other body specified by Ministry of Micro, Small and Medium Enterprises, Govt. of India to avail benefits under the "Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012 and its amendments".
12. Catalogue, literature, specification details should accompany the quotation. Incomplete quotations are liable to be rejected.
13. Any deviations whether technical or commercial stated anywhere in the bid shall not be taken into account and may render the bid non-responsible and liable to be rejected.
14. Vendor Profile should be submitted along with the bid.
15. Quotation/offer shall be submitted only through hard copy within the bid submission last date.
16. The bids should be spiral bounded and each page should be serial numbered.
17. ITI reserves the right to suspend or can ITI the EOI process at any stage, to accept , or reject any or all offers at any stage of the process and / or to modify process, or any part thereof, at any time without assigning reason, any obligation or liability whatsoever.
18. During the evaluation of EoI, if ITI requires any clarifications, the Bidder should be ready to give clarifications for any part of the offer against this EoI to ITI to complete the evaluation.
19. Bidder must submit the signed integrity pact along with the techno commercial bid. (Format Attached at Annexure-B)
20. Bidder shall be ready to form consortium with ITI (If required) to address the EOI.

Authorized Signatory: All certificates and documents received as part of offer shall be signed by the “Authorized Representative”. Power of attorney in the name of person signing the documents is mandatory (On Non Judicial Stamp paper). (Signing is not mandatory in technical manuals)

Validity of Offer: Quoted/Offer shall be valid for 180 days.

Late Offer: Any offer received after the prescribed time line shall be rejected.

Language of offers: the offers submitted by vendor and all the correspondence and documents relating to the offers exchanged by the vendor shall be in English language.

Cost of EOI: The vendor shall bear all cost associated with the preparation & submission of its EOI including cost of presentation for 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. In this case, submissions of required material as per sample plan of certifying agency is to be arranged & provided free of cost by bidder.

Amendment of EOI: At any time prior to the last date for receipt of offers, ITI may for any reason, whether at its own initiate for in response to a clarification requested by a prospected vendor modified by the EOI document by an amendment. In order to provide prospective vendor reasonable time in which to take the amendment into account in preparing their offers, ITI may, at their discretion extend the last date for the receipt of offers and / or make other changes in the requirements set out in the invitation for EOI.

Disclaimer: ITI and / or its officers employees disclaim all/ any 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 documents or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI and / or any of its officers, employees.

Following documents are to be submitted by the bidder along with the bid-

1. EMD through demand draft /RTGS/NEFT acknowledgement or the documents for exemption from submission of EMD or copy of BG and proof of dispatch of BG to ITI. In case BG is submitted as EMD, it may be ensured that the original BG is received in ITI before the due date. ITI will not be responsible for any postal delay/damage.
2. Compliances/Approval/registration certificate or any other document required as per eligibility criteria given in the EOI.
3. Signed EOI acceptance letter.
4. Signed Pre-Integrity Pact.

Other Important Terms & Conditions:

1. Only the successful bidder will be informed of being the L1. All the techno commercial terms & payment terms will be on back to back basis.
2. ITI shall have the right to appropriate the outstanding amount, if any, recoverable from the vendor/contractor/bidder, under any other contract, from the payment under this contract, to be made by ITI.
3. ITI reserves the right to waive minor deviations and add minor modifications if they do not materially affect the capability of the bidder to perform the contract.
4. All the financial terms like Payment, taxation, LD & other will be on back to back basis as per the above cited EOI Terms & conditions received by ITI in its PO/Work Order form the end customer.
5. It will be the responsibility of the contractor to train and educate the ultimate user for handling and operating the equipment free of cost.
6. Vendor will sign Service Level Agreement (SLA) with ITI. The draft copy of SLA will be as per the customer EOI (in case provided by the customer) or will be provided by ITI. In case of conflict between ITI's terms & conditions and the terms & condition as per customer's EOI the ITI's terms & conditions prevail over said EOI terms & condition.
7. It will be the sole responsibility of the bidder to provide the following document for ITI's participation in the EOI:
 - a. Technical Proposal content as per the customer EOI.
 - b. In case of product demonstration it will be the bidder's responsibility to arrange the same.
 - c. Other needful EOI document as per customer EOI.
 - d. It will be the successful bidder's responsibility to arrange all the techno-commercial document for ITI so that ITI may participate in the customer EOI.
8. In case Acceptance Test Procedure (ATP) is mentioned in the customer EOI or is conducted by the customer at any stage, it will be on back to back basis and the ATP test will be conducted as per the customer EOI/document or ITI will provide its own ATP procedure.

Additional work may be required to carry out according to the actual site conditions. Any item/Work, which is not specifically mentioned and not paid by customer but necessary for making the system functional, shall be deemed to be included in the scope of the work of the vendor and shall be supplied and installed without any extra cost to ITI.

Award of Contract:

Bidder offering the lowest quote rates shall be declared as the L1 bidder. The Financial Bid format is enclosed.

Financial Bid Format

EOI reference No : TS/Solar/SECI/KUSUM/01
Date : 13Th March, 2023
Item Description : Solar PV Based Water Pump Sets as per Customer EOI
Qty : As per EOI

We please to offer and agree to address and execute the EOI No..... work as per the following quoted rates.

As per Annexure -I

Note: -

1. Only a single price bid for each line item (i.e., type of pump), for the cumulative Project capacity quoted by the bidders, shall have to be filled offline as per attached annexure – I.
2. In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the “Fixed Price”, quoted by the Bidder for each line item (i.e., type of pump) as per price bid format Annexure-I to the EoI (i.e., type of pump) of Financial Bid.
3. For each line item (i.e., type of pump), based on the fixed Price quoted by the bidders, SECI shall arrange the bids in the ascending order i.e., L1, L2, L3, etc. (L1 being the lowest quote).
4. If the fixed price (exclusive of GST (in INR) on F.O.R Destination Basis) quoted is same for two or more Bidders, then all the Bidders with same price shall be considered of equal rank/standing in the order.
5. For each line item (i.e., type of pump), the Bidder quoting the lowest price (L1 price) will be identified and shall be declared as the Selected Vendor. In case of multiple Bidders quoting the L1 price, all such Bidders (“L1 Bidders”) will be declared as Selected Vendors.

Price Bid Schedule					
(to be printed on bidder's letterhead)					
Bidder Name					
Unit Rate exclusive of GST (in INR) on F.O.R Destination Basis (In Figure)					
Pump Capacity (HP)	Pump Type	Pump Position	Pump Cooling Category	Controller Type	Uttar Pradesh
1	AC	Submersible	Waterfilled	Normal (Without USPC)	
	AC	Surface	Waterfilled	Normal (Without USPC)	
	DC	Submersible	Waterfilled	Normal (Without USPC)	
	DC	Surface	Waterfilled	Normal (Without USPC)	
2	AC	Submersible	Waterfilled	Normal (Without USPC)	
	AC	Surface	Waterfilled	Normal (Without USPC)	
	DC	Submersible	Waterfilled	Normal (Without USPC)	
	DC	Surface	Waterfilled	Normal (Without USPC)	
3	AC	Submersible	Waterfilled	Normal (Without USPC)	
	AC	Surface	Waterfilled	Normal (Without USPC)	
	DC	Submersible	Waterfilled	Normal (Without USPC)	
	DC	Surface	Waterfilled	Normal (Without USPC)	
	AC	Submersible	Waterfilled	with USPC	
	AC	Surface	Waterfilled	with USPC	
	DC	Submersible	Waterfilled	with USPC	
	DC	Surface	Waterfilled	with USPC	
5	AC	Submersible	Waterfilled	Normal (Without USPC)	
	AC	Surface	Waterfilled	Normal (Without USPC)	
	DC	Submersible	Waterfilled	Normal (Without USPC)	
	DC	Surface	Waterfilled	Normal (Without USPC)	
	AC	Submersible	Waterfilled	with USPC	
	AC	Surface	Waterfilled	with USPC	
	DC	Submersible	Waterfilled	with USPC	
	DC	Surface	Waterfilled	with USPC	
7.5	AC	Submersible	Waterfilled	Normal (Without USPC)	
	AC	Surface	Waterfilled	Normal (Without USPC)	
	DC	Submersible	Waterfilled	Normal (Without USPC)	
	DC	Surface	Waterfilled	Normal (Without USPC)	
	AC	Submersible	Waterfilled	with USPC	
	AC	Surface	Waterfilled	with USPC	
	DC	Submersible	Waterfilled	with USPC	
	DC	Surface	Waterfilled	with USPC	
10	AC	Submersible	Waterfilled	Normal (Without USPC)	
	AC	Surface	Waterfilled	Normal (Without USPC)	
	DC	Submersible	Waterfilled	Normal (Without USPC)	
	DC	Surface	Waterfilled	Normal (Without USPC)	
	AC	Submersible	Waterfilled	with USPC	
	AC	Surface	Waterfilled	with USPC	
	DC	Submersible	Waterfilled	with USPC	
	DC	Surface	Waterfilled	with USPC	
		(Name and Signature of the Authorized Signatory)			

Un-Priced Bill of Material according to the attached list of empaneled vendor (Annexure – A): -

S. No.	Item	Capacity	Quantity	Make & Model	Name of MNRE/BIS/NABL Approved Test Lab (If Applicable)
1.	PV Module				
2.	Module Mounting structure				
3	Solar Pump				
4	SPV Controller				
5	Cable				
6	Balance of Systems				

All the financial terms & conditions will be on back to back basis.

1. **Currency of Purchase Order:** ITI will place purchase order on bidder in INR only.
2. **Taxes:** As per the customer EOI.
3. ITI will place PO/work Order on successful bidders only if the ITI receives its PO/work order from its Customer as mentioned in this EOI.
4. Bidder offering the lowest quote rate shall be declared as successful (L1) bidder. The decision of competent committee of ITI shall be final in this regard and cannot be challenged in any manner and also be binding on all the bidders.
5. L1 bidder shall submit detailed un-priced BOM along with financial bid. Subsequently ITI will quote the price with ITI margin in the end customer's financial bid as per the finally negotiated price agreed by the L1 bidder.
6. ITI shall place work order to successful bidder (L1) on the value offered to ITI against the EOI for execution of project/work as per customer's EOI condition.
7. In case ITI is not L1 in the customer EOI, then the L1 bidder shall ready to match the L-1 price offered to ITI. ITI will only accept the L1 bidder price in the customer EOI only after consulting L1 bidder in ITI EOI. L1 bidder will have to submit a written acceptance to ITI for the same. After getting the written acceptance from the L1 bidder, ITI will submit its acceptance of accepting the L1 bidder price to customer.

EOI ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Subject: Acceptance of Terms & Conditions of EOI.

EOI Reference No: _____

Name of EOI/Work: _____

Dear Sir,

I (Name) ----- have received the EOI reference no----- for mentioned work from the website/email.

I hereby certify that I have read the entire terms and conditions of the EOI documents from Page No. __ _to__ (including all documents like annexure(s), schedule(s), a m e n d m e n t s and reference EOI etc.) which form part of the contract agreement and I shall abide here by the terms/conditions/ clauses contained therein.

The corrigendum(s) issued from time to time by your department/organization too has also been taken into consideration, while submitting this acceptance letter.

I hereby unconditionally accept the EOI conditions of above mentioned EOI document(s)/corrigendum(s) in its totality/entirety.

I hereby unconditionally accept all the EOI conditions of ITI & _____ (Customer Name) EOI document /corrigendum(s) in its totality/ entirety.

In case any provisions of this EOI are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this EOI/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

PRE-CONTRACT INTEGRITY PACT

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

TENDER No.....

This Integrity Pact is made onday of2021

BETWEEN:

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

AND:

M/s represented by Chief Executive Officer (here in after called the BIDDER(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 IMSP/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's / 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).

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 and contract between the parties.

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

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

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

a. No employee of the Principal, personally or through family members, will in connection with the 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. If the principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Act 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 IMSP / 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 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.

c. 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.

d. The BIDDER(s) f Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.

e. 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.

f. 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

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.

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

The BIDDER(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts

and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.

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

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

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

Subject to full satisfaction of the Principal, the exclusion of the BIDDER(s)/Contractor(s) could be revoked by the Principal if the IMSP (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 equivalent to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.

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

SECTION 6 – EQUAL TREATMENT OF ALL IMSPS/CONTRACTORS

6.1 The Principal will enter into Integrity Pact on all identical terms with all IMSPs 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 IMSPs who do not sign this Integrity Pact or violate its provisions.

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

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

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

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

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

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

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

8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within toweeks 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 Principal at present is furnished below:

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

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

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

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

SECTION 12 - OTHER PROVISIONS

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

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

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

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

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

12. 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 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.