



आई टी आई लिमिटेड

(भारत सरकार का उपक्रम)

क्षेत्रीय कार्यालय

एम 5/26, आचार्य विहार
भुवनेश्वर - 751013

दूरभाष: (0674) 2567225, 2567229,
2567227, 2567226

फैक्स: (0674) 2567228

CIN L32202KA1950GOI000640

ITI LIMITED

(A Govt. Of India Undertaking)

Regional Office

M-5/26, Acharya Vihar
Bhubaneswar – 751013

Phone: (0674) 2567225, 2567229,
2567227, 2567226

Fax : (0674) 2567228

e-mail: itirobbsr@rediffmail.com

Ref: No.-ITI-MKTG/ ICT-LAB /JKND /20-21,

Date: 20/11/2020

Notice: Inviting EOI (Expression of Interest) for selection of business associate as Consortium partner for “Supply, installation and maintenance of Hardware, software & connected accessories (ICT LABS) and Computer Education services (manpower etc.) in the schools across rural and urban areas of JHARKHAND in an efficient and effective manner on build own operate and transfer model (BOOT) for five years”.

Sealed EOIs are invited by the CM, Regional Office, Bhubaneswar-751013 on behalf of ITI Ltd from eligible bidders for business association as Consortium partner for commissioning of “Supply, installation and maintenance of Hardware and software & connected accessories (ICT LABS) and Computer Education services (manpower etc.) in the schools across rural and urban areas of JHARKHAND in an efficient and effective manner on build own operate and transfer model (BOOT) for five years”.

Last date and time of submission of documents -30/11/2020 time 15:00 hr.

Date and time of opening of EOI documents -01/12/2020 time 12:30 hr.

- 1) EOI processing fee (Non-refundable): - Rs.13500/-including GST (Rupees Thirteen thousand five hundred only), in the form of DD in favor of ITI Ltd. Bhubaneswar payable at Bhubaneswar.
- 2) Undertaking for providing EMD of 1 crore of each zone before addressing the tender of the end customer to be submitted.

Additional online tender processing fee if any has to be borne by the successful bidder.

EOI documents along with the necessary documents should be submitted in duly sealed cover with clear superscription “Selection of business Associate as Back-end Partner for **Supply, installation and maintenance of Hardware and software & connected accessories (ICT LABS) and Computer Education services (manpower etc.) in the schools across rural and urban areas of JHARKHAND in an efficient and effective manner on build own operate and transfer model (BOOT) for five years** r” addressed to CM, ITI Limited, M-5/26, Acharya Vihar, Bhubaneswar-751013. EOIs will be opened in the chamber of CM (ITI-BBSR) in the presence of bidders or their authorized representatives on submission of their authorisation letters who may wish to remain present at the time of opening of EOIs. Bidders desiring to send the EOI document through Post may please ensure that the same reaches before the time and date stipulated. ITI Ltd shall not be responsible for any postal/ communication delay.

- a) Introduction of Project:-**ITI is undertaking turnkey projects, where ITI is taking the services of business associates as per requirement and directives of corporate (Please refer conditions/clauses for compliance).

b) Scope of Work: ITI Limited requires a business associate as Consortium partner for SI&C and establishment OF ICT LABS) **and** Computer Education services (manpower etc.) in the schools across rural and urbans areas of JHARKHAND in an efficient and effective manner on build own operate and transfer model (BOOT) for five years as per requirements of end customer. The RFP of the end customer is available at www.jharkhandtenders.gov.in

The bidders are expected to conduct their own surveys and investigations prior to Bidding and thorough study of the bid documents and works involve site conditions, materials, man power, labour and all the other factors involve in executing the projects.

SL No.	The following details are duly filled and submitted in the Techno-commercial Bid	Fill up as per Requirements with Supporting Documentary evidence	Supporting documents (indicate page no.)
1	Name of the Organization (Company / Partnership firm/Proprietorship concern, etc.)		
2	Certificate of Registration		Required
3	Date of Incorporation / Registration		
4	Area of Business for which firm is registered		
5	Latest GST Clearance Certificate .		Required
6	PAN No.		Required
7	IT Return Filed up to last financial year i.e.(19-20)		Required
8	Annual Turnover for last 3 Financial Years as per Audited Accounts should be more than Rs 30 Cr on average from IT and ICT/ similar business.	Audited Balance sheet and Profit & Loss Statement	
	(a) Year 2016-2017	INR	Required
	(b) Year 2017-2018	INR	Required
	(c) Year 2018-2019	INR	Required
9	Annual Profit for last 3 Financial Years as per Audited Accounts.		
	(a) Year 2016-2017	INR	Required
	(b) Year 2017-2018	INR	Required
	(c) Year 2018-2019	INR	Required
10	Net Worth as per Audited Accounts for last three Financial Years should be positive.		Required
11	Solvency Certificate issued during the last 6 (Six) months.	INR	Required
12	Past Experience of Supply, installation and commissioning of establishing of ICT LABS. The experience of past 5 years will be considered only. (To be supported by PO Copies, Completion Certificates)		Required
	(a) Amount & Details of PO Received		Required
	(b) Amount & Details of PO Executed / Completed along with completion certificates.		Required
13	Valid ISO Certification will be added advantage.		Required

SL No.	The following details are duly filled and submitted in the Techno-commercial Bid	Fill up as per Requirements with Supporting Documentary evidence	Supporting documents (indicate page no.)
14	Previous Experience with ITI Limited		
15	Product / Project wise Business Projection for the next 2 years.		
16	Undertaking for acceptance of submitting Tender cost, EMD, PBG and Security Deposit as per requirement of end Customer. <u>In case ITI is exempted for submission of EMD & PBG, but Business Associate has to Deposit the EMD & PBG to ITI as applicable.</u>		Required
17	Acceptance for all terms & conditions of customer on Back-to-Back basis.		
18	Additional Credit Period to ITI, if any, from the date of payment received from Customer		
19	Man Power details with valid PF/ESI certificate .		Required
	(a) Technical		
	(b) Non-Technical		
20	Undertaking for not being black-listed by any Central/State governments/PSUs.		Required
21	Undertaking to work with ITI Limited as per EOI and Tender terms & conditions of end customer including Warranty & Post-Warranty services and implementing the project in the event of ITI winning the contract.		Required
22	Confirmation regarding signing an agreement with ITI Ltd with the terms and conditions on back to back basis, once order is received. However, any LD applicable will have to be entirely borne by the vendor.		
23	Confirmation regarding total responsibility of execution of the project (part/full as per allotment) with your own resources till completion and further AMC support if any.		
24	After awarding the LOA, if the business associate fails to submit SD/PBG or execute the project the same can be executed by ITI Ltd at the Risk and Cost of the business associate.		
25	Undertaking to obtain support letter from OEMs (MAFs) in favour of ITI LIMITED (if required).		Required
26	All the pages of the bid documents must contain page number, should be sealed and ink signed by the authorized signatory empowered by Proprietor / Directors.		Bid signing authorisation letter is mandatory.
27	Bidder should agree and to sign Pre-Contract Integrity Pact		

Conditions / Clauses for compliance.

SL No.	Conditions / clauses	compliances
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 activities, 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 ratio of order value	
14.	All CVC circulars/ Statutory guidelines as applicable needs to be followed.	

Note:

Without EOI processing fees bid will be liable for rejection.

1. Your bid should clearly indicate ITI’s net trade margin in terms of %age (percentage) taking into consideration the price calculations as mentioned in “Price Bid below”.
2. Penalty/LD if any, during execution of project, will be borne by the successful bidder who will be associated with ITI. Payment to the successful bidder will be made on Back to Back basis after retaining offered ITI’s margin and the taxes payable to Govt. If the bidder is willing to provide additional credit period to ITI Ltd, it should be mentioned clearly.

Prospective bidders are requested to submit the competitive offer in sealed envelopes preferably in binding of all documents (Loose papers needs to be avoided) complying all eligibility Conditions **in two bid format (Techno-commercial Bid & Price Bid)** super scribed with **“Selection of business Associate as Consortium Partner for Supply, installation and maintenance of Hardware and software & connected accessories (ICT LABS) and Computer Education services (manpower etc)in the schools across rural and urbans areas of JHARKHAND in an efficient and effective manner on build own operate and transfer model (BOOT) for five years ”**.

- (a) **“Techno-commercial Bid”** will contain documents of bidder satisfying the eligibility / Technical & commercial conditions, EOI fees, full EOI document duly signed & sealed, with compliances, and other documents marked as **“TECHNO COMMERCIAL BID”**.
- (b) **“Price bid”** will be sealed in second envelope marked as **“PRICE BID”**.

The price bid calculations will be as follows: -

- i) Final price to end Customer-Taxes = ITI's basic price.
ii) ITI's basic price – ITI's trade margin = Bidder's basic price.
iii) ITI's trade margin in % on ITI's basic price.

Bidders to offer ITI's trade margin keeping above calculation procedure in mind. Any other format will not be considered. This should be mentioned both in figures as well as in words.

- (c) Both the envelopes (Techno-commercial Bid & Price Bid) will be kept in main envelope and sealed.

Bidders who qualify in the Techno Commercial bid, only for those the Price bid will be opened and evaluated.

The interested Bidders may like to discuss the detailed Scope of Work and the details of services with Chief Manager (BD&HR) / CM (Mktg) Jharkhand, Ph. No. 0674-2567225, 2567227. Mob - 8709703715

ITI Limited reserves the right to accept or reject in part or full any or all the EOIs without assigning any reasons thereof and without incurring any liability to the respondents.

CM

ITI Limited.

M-5/26, Acharya Vihar,

Bhubaneswar-751013.

Email: robbsr@itilttd.co.in, itirobbsr@rediffmail.com

Website: www.itilttd.in

Ph. 0674-2567225, 2567227

Contact Person: -

J.C. Dehariya

Chief Manager

UR AKHOURI

Chief Manager (Jknd)

8709703715

Undertakings (To be in Bidder's Letter Head)

With reference to EOI Ref: No.- ITI-MKTG/ ICT-LAB /JKND /20-21,

Date: 20/11/2020

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

1. Are not blacklisted by Central Govt./ any State or UT Govt/ PSU/ organized sector in India as on submission of EOI proposal.
2. To work with ITI as per this EOI and Customer Tender terms and conditions. Also we agree to implement the project (scope of work as per Tender terms and conditions including investment) covering warranty & post-warranty services, maintenance etc, in the event of ITI winning the contract on back-to-back basis.
3. To submit tender fee, EMD (while submitting the bid to the customer) towards bid security (Bank Guarantee / Demand Draft/Online Payment from any Nationalized / Scheduled Bank) & Performance Bank Guarantee to customer / ITI (as decided by ITI) as per Customer Tender terms & conditions. Where ITI is exempted from providing EMD & PBG or allowed to submit Corporate Guarantee in place of Bank Guarantee to customer, we will provide EMD (while submitting the bid to the customer) & PBG to ITI as per customer tender terms.
4. That we will be equipped with the required manpower with qualifications, certifications and experience as required in the customer tender.
5. That we will be able to give the proposed solution as required in the tender.
6. To get required certificate & support (warranty & post-warranty/ maintenance) in the name of ITI from the OEM as per customer tender requirement.
7. To obtain relevant statutory licenses for operational activities.
8. To sign Consortium Agreement /Teaming Agreement, Integrity Pact with ITI for addressing the customer tender as per customer's tender terms and conditions.
9. To indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
10. After awarding the LOA, if the business associate fails to submit SD/PBG or execute the project the same can be executed by ITI Ltd at the Risk and Cost of the business associate.

11. Undertake to arrange to sign agreement with OEM and ITI as per customer tender requirement
12. That OEMs who meet the eligibility and other conditions as per customer tender requirement, will be finalized by us and produce the required eligibility documents and other related documents of the OEM for customer bid submission.
13. Hereby agree to take the responsibilities covered in the agreement (on back-to-back basis) to be signed between ITI & OEM (if required) as per customer tender conditions
14. To supply equipments /components which are brand new, first hand and contain no previously used, recycled or refurbished components.
15. Not to partner with any other organization for addressing this EOI/tender.
16. To accept payment terms on back-to-back basis. Penalties, if any, will be borne by us.
17. Here by agree that ITI may take any punitive action as deemed fit, including forfeiture of EMD / Security submitted by us, if it is found that any of the documents / information provided by us (to meet the tender requirement including eligibility) is wrong/ forged/ misleading at any stage of tender processing / evaluation. The decision of ITI regarding forfeiture of the EMD shall be final and shall not be called upon question under any circumstances

Signature of authorized person of the bidder:

Place: Date:

Full Name in Block Letter:

Seal of Company

PRE-CONTRACT INTEGRITY PACT

GENERAL

This pre-bid pre-contract agreement (hereinafter called the Integrity Pact) is made on....., between, ITI Limited, Regional Office, M-5/26, Acharya Vihar, Bhubaneswar-751013, India, (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s..... (*address of the Bidder*) (hereinafter called the "BIDDER " which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to invite Expression of Interest (EOI) for selection/empanelment of technology partner for a technical tie-up with ITI for the marketing/manufacturing of (*name of the product*) and the BIDDER is willing to participate in the EOI as per the terms and conditions mentioned thereon;

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership company (*strike off whichever is not applicable*), constituted in accordance with the relevant law in the matter and the BUYER is a PSU under the Department of Telecommunications, Ministry of Communications & IT, Government of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to select/ empanel a technology partner for the marketing/manufacturing of (*name of the product*) through the EOI in a transparent and corruption free manner, and

Enabling BIDDERS to abstain from bribing or Indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3 Commitments of BIDDER

- 3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -
 - a) The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - b) The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or, execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.

- c) BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- d) BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.
- e) The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such, intercession, facilitation or recommendation.
- f) The BIDDER either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- g) The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- h) The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- i) The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- j) The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- k) The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- l) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- m) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of

the BUYER.

4 Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any 'corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5 Sanctions for Violations

- 5.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -
- a) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - b) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - c) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission.
 - d) To recover all sums paid in violation of this Pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- 5.2 The BUYER will be entitled to take all or any of the actions mentioned above, also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6 Independent Monitors

- 6.1 The BUYER appoints Independent Monitor (hereinafter referred to as Monitor) for this

Pact in consultation with the Central Vigilance Commission.

- 6.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 6.6 The BIDDER(s) accept(s) that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER with confidentiality.
- 6.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

7 Facilitation of Investigation

- 7.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8 Law and Place of Jurisdiction

- 8.1 This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

9 Other Legal Actions

- 9.1 The actions stipulated 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.

10 Validity

10.1 The validity of this Integrity Pact shall be from date of its signing and extend up to the contract period with the BUYER in case a contract is signed. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

11 The parties hereby sign this Integrity Pact.

BUYER

Name of the Officer.

Designation

ITI Limited (address)

Place:

Date:

BIDDER

CHIEF EXECUTIVE OFFICER

M/s (address)

Place:

Date:

Witness:

1.

2.

1.

2.