

**Notice Inviting EOI for selection of consortium partners for participating in RFP for Implementation, Maintenance & Operations of MP Dial 112 Phase - II Project**

Ref: CORP/MKTG/Dial112/MP Police/2025/32

Date: 24-03-2025



**ITI LIMITED**  
**Corporate Marketing,**  
**Corporate Office,**  
**Dooravaninagar, Bangalore-560016**  
**CIN No: L32202KA1950GOI000640**

**Website: [www.itiltd.in](http://www.itiltd.in)**

## 1. Introduction

ITI Limited, a Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications, is a leading Telecom equipment manufacturer and solution provider in India. The major customers are BSNL, BBNL, MTNL, Defense, Paramilitary forces, Railways, Banks, Central & State Govt departments, Institutions and research organizations. ITI LTD has a pan India business footprint supported by the network of its Manufacturing units & MSP (Marketing, Services and Project) units at various locations.

ITI Limited has been undertaking various projects in all fields of telecommunications and information technology and also continuously deploying new technologies in the field of Telecom, ICT, Networking, e-Governance etc. ITI LTD has diversified its operation and has been executing projects in the field of Smart Infrastructure, Bharatnet etc. ITI LTD has been executing projects in latest technologies like GPON, OLT, ONT, OFC, HDPE, Solar, 4G LTE etc.

ITI LTD intends to participate in the “Request for Proposal for Selection of System Integrator for Implementation, Maintenance & Operations of MP Dial 112 Phase - II “On Turnkey Basis””. This EOI is floated for selection of Consortium partners, who can work as Total solution provider for participating in the subject RFP, with ITI as the Lead bidder. ITI Limited is desirous of bidding for this tender, based on the eligibility criteria defined in the customer RFP.

## 2. Important Dates

Date of EOI Upload	Date: 24-03-2025
Due Date for EOI Submission	Date: 07-04-2025 12.00 PM
Due Date of Bid Opening	Date: 07-04-2025 12.30 PM
ITI LTD Contact Person	<b>Contact details :</b> 1. GM- CM, Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru– 560016 email: bindums_crp@itiltld.co.in Mob: 8078535507 2. CMR(Mktg), Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru– 560016 email : vrsakum_crp@itiltld.co.in Mob: 9535325537
Mode of submission	The Bid shall be uploaded in e-procurement site of ITI Limited ( <a href="https://itilimited.ewizard.in/">https://itilimited.ewizard.in/</a> ). For submission of online bid and procedure to be followed, visit <a href="https://itilimited.ewizard.in/">https://itilimited.ewizard.in/</a>

### 3. Scope of Work

Dial 112 Phase II is envisaged to upgrade the project to its next phase equipped with advance technologies and enhanced emergency response mechanism. Dial 112 Phase II will be powered by latest technologies like 5G Network based Communication, Number Masking Solutions, and Enhanced Mobile Application for Citizens, use of Body Worn Cameras & Car Dashboard Cameras etc. The vehicles of the Dial 112 Phase II have been categorised in two segments (i.e., Urban & Rural) to enhance its performance and response time as per the geography of the jurisdiction of the vehicle.

The System Integrator (SI) will be responsible for providing software, hardware, manpower, maintenance, training, management, development of web-based packages and web enabling databases and any other related infrastructure/services for the Dial 112 Project as per tender requirement. The SI should also provide support in implementing end to end solution along with Supply, Implementation, Testing, Commissioning, Operation and Maintenance of the entire project.

The detailed scope of work can be downloaded from customer tender document, corrigenda, clarification and addenda from the website <https://mptenders.gov.in/nicgep/app>

### 4. Eligibility Criteria

4(i)	Eligibility Criteria of Applicants	Documents required with Bid
	<p>A. The bidder and all consortium members should be operational in India during last 3 (three) financial years (i.e., 2021-22, 2022-23 &amp; 2023-24)</p> <p>Consortium of 2 members allowed including the lead bidder.</p> <p>Note: In case of single bidder, all the eligibility criteria to be met by sole bidder itself whereas in case of consortium, this would be required from each of the consortium members.</p>	<p>a. Copy of Certification of Incorporation / Memorandum of Association (MoA) and Articles of Association (AoA)</p> <p>b. An undertaking on the letterhead of the bidder/ consortium member(s) stating that the bidder has been in operation in India for at last 3 (three) financial years (i.e., 2021-22, 2022-23 &amp; 2023-24)</p> <p>c. Copy of PAN card</p> <p>d. Copy of GST registration</p> <p>e. Registration under labour laws &amp; contract act</p>
	<p>B. <b><u>Experience of System Integrator:</u></b> The bidder or any one member (in case of a consortium) should have successfully executed/ongoing, minimum one project, having minimum project value of INR 50 cores (as Sole</p>	<p>The bidder should provide a supporting work order and partial completion/ completion certificate/ client satisfaction certificate. or Such other document to the satisfaction of</p>

	<p>Bidder or Lead Bidder) in the area of IT Project / System Integration / ITeS/ Data Center project with Central/State Govt or PSUs (CPSUs/SPSUs) during the last 3 (three) financial years i.e., 2021-22, 2022-23 &amp; 2023 24.</p>	<p>competent authority or any other proof to satisfy the competent authority.</p>
C	<p><b><u>Experience in Fleet management</u></b></p> <p>The bidder or any one member (in case of consortium) must have experience of operations of cumulative fleet of 400 centrally controlled GPS equipped LMV/ MMV/ HVM fleet in India (spanning multiple cities) with Central/State Govt or PSUs (CPSUs/SPSUs) with a minimum revenue of INR 15 Crores per year from the operation of the specified vehicles (as Sole Bidder or Lead Bidder) during last three (3) financial years i.e., FY 2021-22, 2022-23 &amp; 2023-24.</p>	<p>1. The bidder should provide work order &amp; completion certificate / Partial completion certificate, along with registration numbers of vehicles and three years' bill details for cross-checking with GST records.</p> <p style="text-align: center;"><b>And</b></p> <p>2. (a) Certificate from Statutory auditor/CA with UDIN stating the revenue from fleet operations.</p> <p style="text-align: center;"><b>OR</b></p> <p>2. (b) Certificate from Statutory auditor/CA with UDIN stating the revenue from operations of 400 centrally controlled GPS Equipped LMV/ MMV/HMV Vehicles</p> <p style="text-align: center;"><b>OR</b></p> <p>2. (c) Any such document / proof for the satisfaction of the competent authority.</p>
D	<p><b><u>Experience in Call Center setup and Operations</u></b></p> <p>The bidder or any one member (in case of a consortium) should have successfully executed the project(s) (as Sole Bidder or Lead Bidder) as specified below with central or state Govt or PSUs (SPSUs/CPSUs) during last three financial years i.e., 2021-22, 2022-23 &amp; 2023-24.</p> <p>For projects, bidder needs to fulfil any of the following mentioned criteria.</p>	<p>The bidder should provide work order along with completion certificate / Client Satisfaction Performance Certificate in case of ongoing projects clearly showing the number of seats, duration of service and performance of the bidder.</p> <p style="text-align: center;"><b>And</b></p> <p>Certificate from Statutory auditor/CA with UDIN stating the revenue from Call Center operations.</p> <p style="text-align: center;"><b>Or</b></p>

	<p>➤ One call center project of minimum 100 seats during three (3) above mentioned financial years with a total revenue of INR 25 crore.</p> <p><b>Or</b></p> <p>➤ Two call center projects of minimum 80 seats (in each project) during three (3) above mentioned financial years with a total revenue of INR 30 crores (Cumulative).</p> <p><b>Or</b></p> <p>➤ Three call center projects of minimum 60 seats (in each project) during three (3) above mentioned financial years with a total revenue of INR 35 crores (Cumulative).</p>	<p>Such other document to the satisfaction of competent authority or any other proof to satisfy the competent authority.</p> <p>Note: The bidder shall provide Work Order (WO)/Contract Agreement wherein the number of seats or agents per shift (which will be considered as no. of operational seats) shall be clearly mentioned. In case of experience document furnished stating the number of agents only, the seats will be calculated by dividing the number of agents by three considering 24X7 operations.</p>
E	<p><b><u>Experience in HR Operations</u></b></p> <p>The bidder or any one member (in case of consortium) must have experience of successfully running HR Operations for at least 300 employees per year during last 3 (three) financial years (i.e., FY 2021-22, 2022-23 &amp; 2023-24).</p>	<p>The bidder should provide HR certificate along with the EPF/ ESIC registration document.</p> <p style="text-align: center;"><b>and</b></p> <p>Copy of last challan (EPF/ESIC) submitted to concerned authority.</p>
F	<p><b><u>Turnover</u></b></p> <p>A. The minimum average annual turnover of each consortium member(s) should be INR 150 Crores during last three (3) financial years, i.e., 2021-22, 2022-23 &amp; 2023-24 (As per the latest published audited balance sheets).</p> <p>B. The minimum average turnover of consortium member bearing Fleet experience should be at least INR <b>300 Crores</b> along with average annual net worth of INR <b>75 Crores</b> during last three (3) financial years, i.e., 2021-22, 2022-23 &amp; 2023-24 (As per the latest published audited balance sheets)</p>	<p><b>a)</b> Copy of audited Balance Sheet, audited Profit &amp; Loss statements for each of the last 3 financial years</p> <p><b>b)</b> Copy of CA certificate with UDIN and CA's registration number / seal along with a valid UDIN clearly specifying the annual turnover for each of the last 3 financial years, i.e. FY 2021-22 ,FY 2022-23 and FY 2023-24.</p>

	Note: - Only project that have successfully completed minimum duration of Six Months post go live shall be deemed eligible under this clause.	
G.	<p><b><u>Networth</u></b></p> <p>The minimum average net worth of each consortium member(s) should be INR 40 Crores during last three (3) financial years, i.e., 2021-22, 2022-23 &amp; 2023 24</p>	The bidder should provide CA certificate with UDIN and CA's registration number with seal and Balance sheet along with UDIN.
H	<p><b>Mandatory Undertaking</b></p> <p>The bidder OR all members of the consortium should :</p> <ul style="list-style-type: none"> <li>• Not have been debarred and blacklisted by either MP Police or any Central Govt. / State Govt. / Public Sector Undertaking/ any other government Local body as on the date of bid submission as on the date of bid submission."</li> <li>• Not declared insolvent, any time in the past.</li> <li>• Not have their directors and officers convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified.</li> </ul>	<p>An undertaking signed by CEO/ Country Head/ Authorized Signatory of the company to be provided on Non – judicial stamp paper of INR 200/- and document duly attested by notary public.</p> <p><b>Annexure-I Appendix II</b></p>
I	<p><b>Certification :</b></p> <p>Each of the consortium member(s) must possess any 2 (Two) of the following certifications: -</p> <ul style="list-style-type: none"> <li><b>i</b> ISO 9001</li> <li><b>ii</b> ISO 20000-1:2018</li> <li><b>iii</b> ISO 27001:2013</li> <li><b>iv</b> ISO 22301</li> <li><b>v</b> ISO 14001:2015</li> <li><b>vi</b> CMMI Level 3</li> </ul>	Copies of valid certificates in the name of the bidding entity
K	<p>Bidder shall submit a list of Key technical personnel with the required domain experience. The bidder should attach CV of key personnel as per the clause 4(ii) 9, 10, 11, 12, 13</p>	

	<p>L Bidder should submit write up on Project Implementation Plan and capability (Technical and Financial) on how the project will be executed by the bidder. The write up should cover all the points as per the customer tender requirement</p>	
	<p>M <b>A self-certificate with proper contact detail of customers</b>(Details of End User - Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.) <b>for the experience proof submitted</b> along with PO reference and value of the project. The same should be issued by authorized signatory of bidder.</p> <p>ITI LTD reserves the right to verify the correctness of the client certificates (PO Copies/Work orders) and any other information submitted by the bidder in his offer. In case of any wrong information submitted by bidder, the bid will be rejected and subsequently the bidder will be blacklisted from doing any business with ITI Limited. <b>The experience details to be filled as per Annexure – IV</b></p>	

**4(ii) Technical evaluation criteria**

<b>Sl No</b>	<b>Parameter</b>	<b>Criteria</b>	<b>Maximum Marks</b>	<b>Documentary Proof to be submitted</b>
1	<b>Financial Status (Turnover)</b>	<p>Average annual turnover of Sole/Consortium for last three financial years:</p> <ul style="list-style-type: none"> <li>• More than or equal to INR 300 Crores and less than INR 400 Crores = 03 Marks</li> <li>• More than or equal to INR 400 Crores and less than INR 500 Crores = 06 Marks</li> <li>• More than or equal to INR 500 Crores = 10 Marks</li> </ul>	<b>10 marks</b>	Relevant proof for evaluation to be submitted
2	<b>Financial Status (Net worth)</b>	<p>Average net worth of Sole/Lead Bidder for last three financial years:</p> <ul style="list-style-type: none"> <li>• More than or equal to INR 75 Crores and less than INR 100 Crores = 03 Marks</li> <li>• More than or equal to INR 100 Crores and less than INR 125 Crores = 06 Marks</li> <li>• More than or equal to INR 125 Crores = 10 Marks</li> </ul>	<b>10 Marks</b>	
3	<b>Work Experience in Call Center Project (Sole Bidder/ Lead Bidder / Any 01</b>	<p>Experience in execution of call center project (as Sole Bidder or Lead Bidder) with the Central or State Govt / PSUs (CPSUs/SPSUs) during last three financial</p>	<b>05 Marks</b>	<ul style="list-style-type: none"> <li>• The bidder should provide work order along with completion certificate or Partial Completion certificate / Client Satisfaction Certificate in case of</li> </ul>

	<b>Consortium Member)</b>	years i.e., 2021-22, 2022-23 & 2023-24 as: <ul style="list-style-type: none"> <li>• 01 Project with minimum <b>60 seats</b> = 03 Marks</li> <li>• 01 Project with minimum <b>80 seats</b> = 04 Marks</li> <li>• 01 Project with minimum <b>100 seats</b> = 05 Marks</li> </ul>		ongoing projects clearly showing the number of seats, date of Go-Live duration of service and performance of the bidder. <ul style="list-style-type: none"> <li>• The bidder shall provide Work Order (WO)/Contract Agreement wherein the number of seats or agents per shift (which will be considered as no. of operational seats) shall be clearly mentioned. In case of experience document furnished stating the number of agents only, the seats will be calculated by dividing the number of agents by three considering 24X7 operations.</li> </ul> <p>Note: - Only project(s) that have successfully completed minimum duration of Six Months post go live (during last three financial years) shall be deemed eligible under this clause.</p>
4	<b>Work Experience in Call Center Project (Sole Bidder/ Lead Bidder / Any 01 Consortium Member)</b>	Experience in execution of call center project (as Sole Bidder or Lead Bidder) with the Central or State Govt / PSUs (CPSUs/SPSUs) during last three financial years i.e., 2021-22, 2022-23 & 2023-24 with: <ul style="list-style-type: none"> <li>• 01 Project with minimum <b>60 seats</b> = 03 Marks</li> <li>• 02 Projects with minimum <b>60 seats</b> in each project = 04 Marks</li> <li>• 03 Projects or more with minimum <b>60 seats</b> in each project = 05 Mark</li> </ul>	<b>05 Marks</b>	
5	<b>Work Experience in Fleet Management (Sole Bidder/ Lead Bidder / Any 01 Consortium Member)</b>	Experience in operations of centrally controlled GPS equipped LMV/ MMV/ HVM fleet with Central/State Govt or PSUs (CPSUs/SPSUs) (spanning multiple cities) (as Sole Bidder or Lead Bidder) during last three (3) financial	<b>05 Marks</b>	The bidder should provide work order along with completion certificate or Partial Completion certificate / Client Satisfaction Certificate in case of ongoing projects clearly showing the

		<p>years i.e., FY 2021-22, 2022-23 &amp; 2023-24 with:</p> <ul style="list-style-type: none"> <li>• 01 Project with minimum <b>400 vehicles</b> = 03 Marks</li> <li>• 01 Project with minimum <b>600 vehicles</b> = 04 Marks</li> <li>• 01 Project with minimum <b>800 vehicles</b> = 05 Marks</li> </ul>		<p>number of vehicles, date of Go-Live duration of service and performance of the bidder.</p> <p>Note: - Only project(s) that have successfully completed minimum duration of Six Months post go live shall be deemed eligible under this clause.</p>
6	<p>Work Experience in Fleet Management (Sole Bidder/ Lead Bidder / Any 01 Consortium Member)</p>	<p>Experience in operations of centrally controlled GPS equipped LMV/ MMV/ HVMV fleet with Central/State Govt or PSUs (CPSUs/SPSUs) (spanning multiple cities) (as Sole Bidder or Lead Bidder) during last three (3) financial years i.e., FY 2021 22, 2022-23 &amp; 2023-24 with:</p> <ul style="list-style-type: none"> <li>• 01 Project with minimum <b>400 vehicles</b> = 03 Marks</li> <li>• 02 Projects with minimum <b>400 vehicles</b> in each project = 04 Marks</li> <li>• 03 Projects with minimum <b>400 vehicles</b> in each project = 05 Marks</li> </ul>	<b>05 Marks</b>	
7	<p><b>Work Experience in IT Project / System Integration / IT/ ITeS/ Data Center</b></p>	<p>Experience in implementation and execution of IT Project / System Integration / IT/ ITeS/ Data Center project, for at least one year (as Sole Bidder or Lead Bidder) with</p>	<b>05 Marks</b>	<p>The bidder should provide work order along with completion certificate or Partial Completion certificate / Client Satisfaction Certificate in case of ongoing projects</p>

	<b>project (Sole Bidder/ Lead Bidder / Any Consortium Member)</b>	<p>Central/State Govt or PSUs (CPSUs/SPSUs) during the last 3 (three) financial years i.e., 2021-22, 2022-23 &amp; 2023-24 worth value of:</p> <ul style="list-style-type: none"> <li>• More than or equal to INR 50 Crores and less than or INR 75 Crores = 03 Marks</li> <li>• More than or equal to INR 75 Crores and less than INR 100 Crores = 04 Marks</li> <li>• More than or equal to INR 100 Crores = 05 Marks</li> </ul>		<p>clearly showing the scope of project, date of Go-Live duration of service and performance of the bidder. Note: - Only project(s) that have successfully completed minimum duration of Six Months post go live shall be deemed eligible under this clause.</p>
8	Work Experience in IT Project / System Integration / IT/ ITeS/ Data Center project (Sole Bidder/ Lead Bidder / Any Consortium Member)	<p>Experience in implementation and execution of IT Project / System Integration / IT/ ITeS/ Data Center project, for at least one year (as Sole Bidder or Lead Bidder) with Central/State Govt or PSUs (CPSUs/SPSUs) during the last 3 (three) financial years i.e., 2021-22, 2022-23 &amp; 2023-24 worth value of:</p> <ul style="list-style-type: none"> <li>• 01 Project worth more than or equal to INR 50 Crores value = 03 Marks</li> <li>• 02 Projects worth more than or equal to INR 50 Crores value in each project= 04 Marks</li> <li>• 03 Projects worth more than or equal to INR 50 Crores value</li> </ul>	<b>05 Marks</b>	

		in each project = 05 Marks		
9	Proposed Team's Profile (Project Head)	<p>Total work experience of the proposed resource:</p> <ul style="list-style-type: none"> <li>• More than or equal to 15 years and less than 17 years = 01 Mark</li> <li>• More than or equal to 17 years and less than 18 years = 02 Mark</li> <li>• More than or equal to 18 years = 03 Mark</li> </ul> <p>➤ Certification (PRINCE2 /PMP): 01 Mark</p> <p>➤ 02 or more Client Appreciation Certificates: 01 Mark</p>	<b>05 Marks</b>	<p>Note:</p> <ol style="list-style-type: none"> <li>1. The certificate(s) should be valid as on bid submission date.</li> <li>2. Relevant Educational qualification Certificates should be attached in the technical bid.</li> <li>3. Bidder to certify the CVs of the proposed resources along with the attached supporting documents.</li> </ol>
10	Proposed Team's Profile (State Fleet Head)	<p>➤ Total work experience of the proposed resource:</p> <ul style="list-style-type: none"> <li>• More than or equal to 12 years and less than 14 years = 01 Mark</li> <li>• More than or equal to 14 years and less than 15 years = 02 Mark</li> <li>• • More than or equal to 15 years = 03 Mark</li> </ul> <p>➤ Certification: (PRINCE2 /PMP): 01 Mark</p> <p>➤ 02 or more Client Appreciation Certificates: 01 Mark</p>	<b>05 Marks</b>	
11	Proposed Team's Profile (HR Head)	<p>➤ Total work experience of the proposed resource:</p>	<b>05 Marks</b>	

		<ul style="list-style-type: none"> <li>• More than or equal to 12 years and less than 14 years = 01 Mark</li> <li>• More than or equal to 14 years and less than 15 years = 02 Mark</li> <li>• More than or equal to 15 years = 03 Mark</li> </ul> <p>➤ Certification (Any global professional certification of HR): 01 Mark</p> <p>➤ 02 or more Client Appreciation Certificates: 01 Mark</p>		
12	Proposed Team's Profile (SCC Head)	<p>➤ Total work experience of the proposed resource:</p> <ul style="list-style-type: none"> <li>• More than or equal to 12 years and less than 14 years = 01 Mark</li> <li>• More than or equal to 14 years and less than 15 years = 02 Mark</li> <li>• More than or equal to 15 years = 03 Mark</li> </ul> <p>➤ Certification (SIX SIGMA): 01 Mark</p> <p>➤ 02 or more Client Appreciation Certificates: 01 Mark</p>	<b>05 Marks</b>	
13	Proposed Team's Profile (IT Head)	<p>➤ Total work experience of the proposed resource:</p> <ul style="list-style-type: none"> <li>• More than or equal to 12 years and less than 14 years = 01 Mark</li> <li>• More than or equal to 14 years and less</li> </ul>	<b>05 Marks</b>	

		<p>than 15 years = 02 Mark</p> <ul style="list-style-type: none"> <li>• More than or equal to 15 years = 03 Mark</li> </ul> <p>➤ Certification (ITIL / CCNA): 01 Mark</p> <p>➤ 02 or more Client Appreciation Certificate: 01 Mark</p>		
14	Presentation and live demo of the proposed technical solution (as quoted in the Bid).	<p>➤ Proposed Approach &amp; Methodology for the project.</p> <p>➤ Project understanding and Timeline.</p> <p>➤ Transition Management &amp; Data Migration approach.</p> <p>➤ Live demo of the following proposed solutions: -</p> <ul style="list-style-type: none"> <li>• CAD with CTI (Softphone), LBS and GIS Map</li> <li>• Telephony Solution with CAD Integration</li> <li>• MDT &amp; Smart Phone</li> <li>• Body Worn &amp; Dashboard Camera</li> <li>• EMS</li> <li>• Call Taker &amp; Dispatcher Desktop</li> </ul>	<b>25 Marks</b>	Note: - The bidders are required to obtain minimum 15 marks under this clause for qualification. Bidders scoring less than 15 marks under this clause will be declared technically disqualified even the total score is more than or equal to 60 marks.
<b>TOTAL MARKS</b>			<b>100 Marks</b>	

<b>4(iii) Checklist of documents/information to be submitted by bidder</b>		
a.	All documentary proof for the eligibility compliance as per 4(i) & 4(ii)	
	Company Profile	
b.	Memorandum & Articles of Association	
c.	Authorization letter in the company letterhead authorizing the person signing the bid for this EOI and Power of Attorney (POA) on Rs.100/- stamp paper along with board of resolution	

d.	Undertakings (in Company letter head ) for acceptance of terms and conditions as per Annexure I -Appendix I	
e.	Undertaking(in Company letter head ) to be submitted by bidder as per Annexure I -Appendix II	
f.	Undertaking(in Company letter head ) regarding no land border sharing as per Annexure I -Appendix III	
g.	Bidders Details as per Annexure II	
h.	Annexure III as per format for the Clause by clause compliance to all Terms & Conditions of all the Sections of this EOI (including its corrigendum/amendments) & clause 4(iii) and 4(iv), duly Signed and Stamped on the Letter Head of their Organization	
i	Work Experience Details as per Annexure IV	
j.	Pre-Contract Integrity Pact as per Annexure-V	
k.	Project Implementation Plan and capability (technical and financial) on how the customer EOI/tender implementation will be executed by the bidder as per clause 4(i) L	
l	Manpower details as per clause 4(i) K	

<b>4(iv) General</b>	<b>Please provide compliance for the following clauses</b>	<b>Compliance</b>
1	ITI LTD reserves the right to quote & supply ITI LTD manufactured products (in full or partial quantity) if BOM of Tender/Project contains ITI LTD manufactured products.	
2	ITI LTD reserves the right to undertake services likes installation and commissioning activities, Annual Maintenance Contract (AMC) etc.	
3	All activities like Proof of concept/demo on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of bidders	
4	Bidder should be willing to impart required training to ITI LTD engineers for undertaking services & execution of project	
5	Bidder will be responsible for any shortcoming in the BOM and the same should be rectified free of cost	

6	Bidder should be willing to sign an exclusive agreement with ITI LTD for smooth execution of this project	
7	Bidder must arrange to submit the MAF in the name of ITI LTD and must work on exclusive basis with ITI LTD	
8	All commercial terms (proportionate to the scope of work) will be as per the customer Tender/PO.	
9	<b>Earnest Money Deposit (EMD) :</b> The Bidder shall furnish Tender fee of Rs. 50,000/- and EMD of Rs. 6.85 Cr in the form of BG as per Customer tender requirement, at the time of customer tender submission. Undertaking regarding the same need to be submitted along with the EOI bid proposal	
10	<b>PBG:</b> The selected bidder has to provide PBG of 3% of the total order value or as per customer RFP, whichever is higher while placing the contract after winning the customer tender will be borne by the selected bidder. Note: ITI LTD reserves the right to verify the genuineness of the BG with the bidder's bank.	
11	<b>Delivery Schedule:</b> <ul style="list-style-type: none"> <li>• Delivery Schedule as per the end customer Tender/ PO on back to back basis (proportionate to the scope of work)</li> <li>• Period of execution shall be in line with the end customer</li> <li>• The project I&amp;C will be considered as completed after obtaining NOC/Commissioning Certificate from the end customer. Further Warranty/AMC shall be supported as per end customer.</li> </ul>	
12	<b>LD Clause:</b> LD (proportionate to the scope of work) shall be as per ITI LTD Clauses ( <i>@ 0.5% of order value per week or part thereof subject to a maximum of 10% of the undelivered portion/ the order value (if the item(s) cannot be used unless full supply is made) or to cancel the order and purchase the materials from alternative source at the risk and cost of the bidder</i> ) OR as per the end customer PO/tender clause whichever is higher.	
13	<b>Payment Terms:</b> <ol style="list-style-type: none"> <li>a. Payment terms will be as per end customer tender/PO and will be done through an Escrow account on back-to-back basis preferably.</li> <li>b. Payment to the partner shall be done after deduction of all <ol style="list-style-type: none"> <li>i. LD/recoveries imposed by end customer (if any) (proportionate to the scope of work), and</li> <li>ii. ITI LTD's margin &amp; statutory dues</li> </ol> </li> </ol> <p>If the partner is in disagreement with the deductions, the partner will have to write to ITI LTD with all the explanation &amp; supporting documents</p>	

## 5. Financial Bid (Separate for each packages):

**Name of Bidder:**

**Package Name:**

Sl. No	Description	Price/Margin
A	Submit Lumpsum details for supply and service items as per Bill of Material (BoM) and Scope of Work (SoW) in INR (without Taxes)	
B	Quote margin to ITI as a percentage of A	
C	Absolute value of Margin = A*B	0
D	Overall Quoted price = A-C	0.00

During evaluation bidders with least “D” will be considered

Note: SoR & BoM as per customer tender document

#### **6. Special Conditions of EOI:**

- a. No advance will be paid to the back-to-back partner, even though ITI is eligible to get advance from the customer being a front end bidder.
- b. The selected SI who has partnered with ITI for a particular tender/ project shall not partner with any other bidder for the same customer tender/project
- c. If the bidder is selected, during the final tender submission, the price to be quoted shall not be more than price “A” and the margin offered to ITI shall not be less than “B”
- d. During evaluation, bidders with least “D” will be selected as the partner for this tender

#### **7. Evaluation:**

- a. The process of evaluation will be as below: All the bids will be scrutinized for technical and financial eligibilities, undertakings and compliance to EOI terms and conditions. The PO copies/experience certificates submitted by the bidders will be cross verified with the issuing authorities/clients.
- b. Financial Bid opening will be done after the evaluation of Technical bid (Only for technically qualified bidders).

#### **8. Note:**

- a. The Bidding (For Technical & Financial Part of the Bid) would be subjected to an Online / e-Tendering process. The prospective Bidders are requested to go through <https://itilimited.ewizard.in/> to understand the entire e-Tendering Process and follow the

Registration and Bidding Process on <https://itilimited.ewizard.in/> as defined in the document. In case of any clarifications on e-tender portal, bidders may contact the portal helpdesk of <https://itilimited.ewizard.in/>.

- b. The Technical Bid shall be uploaded in e-procurement site of ITI Limited (<https://itilimited.ewizard.in/>). For submission of online bid and procedure to be followed, visit <https://itilimited.ewizard.in/>.
- c. ITI's Tender document can be downloaded from ITI web site [www.itilttd.in](http://www.itilttd.in) or CPP portal [www.eprocure.gov.in](http://www.eprocure.gov.in). For uploading the bid proposal, all bidders have to register in our eProcurement portal (<https://itilimited.ewizard.in/>). When submitting the bid please state the tender ID.
- d. Any clarifications regarding the tender can be obtained from DGM – M & MSP-KTK, Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru– 560016 email: : [mmurality@itilttd.co.in](mailto:mmurality@itilttd.co.in), [vrsakum\\_crp@itilttd.co.in](mailto:vrsakum_crp@itilttd.co.in), Mob: 9482501476, 9535325537
- e. Technical bids will be opened at **4.30 PM on 07-03-2025**
- f. All the bids will be scrutinized as per eligibility conditions and compliance to the EOI terms & conditions.
- g. Financial Bid opening will be done after the evaluation of Technical bid (Only for technically qualified bidders).
- h. Bid offered should be valid for a period of 9 months from the date of opening of EOI response.
- i. Conditional offers are liable for rejection.
- m. Consortium is allowed
- n. The Bidders should give Clause by clause compliance (as per annexure III) of EOI with references to supporting documents; otherwise the offers are liable for rejection.
- o. The bidder to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
- p. In the event that ITI LTD is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the bidder at latter's cost and expenditure.
- q. ITI LTD reserves the right to suspend or cancel the EOI process at any stage, to accept, or reject any, or all offers at any stage of the process and / or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever.
- r. Bidders, whose Purchase Order(s) for any Project of ITI LTD was/were cancelled on risk & cost basis for nonperformance or non-submission of performance guarantee in last 2 years, are not eligible to participate in this tender.

- s. Any existing vendor/partner of ITI Ltd. willing to participate in this EOI/RFP must have a good track record with ITI or submit a Performance Clearance Certificate from the respective concerned ITI unit/office.
- t. **Cost of EOI:** The bidder shall bear all costs associated with the preparation and submission of his offer against this EOI, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI LTD. ITI LTD will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.
- u. **Amendment of EOI:** At any time prior to the last date for receipt of offers, ITI LTD, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their offers, ITI LTD 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.
- v. ITI LTD will not consider any or all of the bids if they are not meeting EOI requirements.
- w. ITI LTD may at its discretion reject any offers received for selection without assigning any reasons.
- x. This EOI will be available on Govt & ITI Ltd website: “<http://www.itilttd.in/> ” under its Tender/EOI Section.

## **9. Other Terms and conditions:**

### **I. Confidentiality**

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the customer to the bidder, in connection with the customer PO, whether such information has been furnished before, during or following completion or termination of the customer PO are confidential.

If advised by the Customer, all copies of such information in original shall be returned on completion of the bidder’s performance and obligations under this customer PO.

### **II. Transparency**

All customers are responsible and accountable to ensure transparency, fairness, equality, competition and appeal rights. This involves simultaneous, symmetric and unrestricted dissemination of information to all likely bidders, sufficient for them to know and understand the availability of bidding opportunities and actual means, processes and time limits prescribed for completion of registration of bidders, bidding, evaluation, grievance redressal, award and management of contracts.

It implies that such officers must ensure that there is consistency, predictability, clarity, openness, and equal opportunities in processes.

III. **Indemnity:** Bidder to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer. LD/ Penalties incurred on account of delay in supply, product failure during warranty if any and deficiency in Warranty and AMC services shall be borne by the bidder

IV. **Arbitration:**

In case amicable settlement is not reached in the event of any dispute of difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the bidder in any manner touching upon the contract, such dispute or difference shall (Except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by ITI LTD.

- The award of the arbitrator shall be binding upon the parties to the dispute.
- Subject as aforesaid, the provisions of Arbitration and reconciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to arbitration proceedings under this clause. The cost of arbitration shall be borne equally by both the parties.
- Work under the contract shall be continued during the arbitration proceedings.
- Failure to comply with any of the above conditions can result in termination of the contract, forfeiture of the security deposit, penalty as may be decided by ITI LTD and future blacklisting of the bidder.
- The arbitration location will be at Bengaluru

V. **Set Off:** Any Sum of money due and payable to the bidder under this customer PO may be appropriated by the customer or any other person contracting through the ITI LTD and set off the same against any claim of the customer for payment of a sum of money arising out of this EOI or under any other EOI/contract made by the bidder with the customer.

VI. The interested bidder may like to discuss the customer tender related information, EOI Bidding Conditions, Bidding **Process and clarifications, if any with the GM Marketing.**

VII. **Intellectual Property Rights:**

- All deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the bidder under this customer PO shall become and remain the property of the customer and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without: the customer's prior written consent.
- The bidder shall, not later than upon termination or expiration of this customer PO, deliver all such documents and software to the customer, together with a detailed inventory thereof.
- The bidder may retain a copy of such documents and software but shall not use it for any commercial purpose.

VIII. **Language of offers:** The offers prepared by the Company and all the correspondences and documents relating to the offers exchanged by the companies shall be written in English language.

IX. **PROGRESS REPORT:**

Selected partner shall, compile, prepare and submit on time, periodical progress reports (monthly or as required by ITI LTD) on the progress of Business orders, delivery and implementation of services on related projects where ITI LTD products & services are to be utilized.

X. **TERMINATION FOR DEFAULT:**

Any of the following events shall constitute an event of default by the bidder entitling the Competent Authority to terminate the contract.

- If the bidder fails to perform any obligation(s) under the Contract
- If bidder, does not remedy his failure within a period of 30 days (or such longer period as the ITI LTD may authorize in writing) after receipt of the default notice from the ITI LTD
- If selected bidder fails to fulfill its part of the work to the satisfaction of ITI LTD, then ITI LTD shall have the right to terminate the contract.

The contract shall not be terminated for failure to discharge responsibilities due to force majeure situations or failure by ITI LTD to meet conditions precedent.

XI. **FORCE MAJEURE:**

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by the either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this and contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the ITI LTD as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at its option terminate the contract.

XII. **TERMINATION FOR INSOLVENCY:**

ITI LTD may at any time terminate the contract by giving written notice to the bidder, without compensation if the bidder becomes unwilling, bankrupt or otherwise insolvent

- XIII. **ITI's Right to accept any bid and to reject any or All Bids or to cancel the EOI:** ITI LTD reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of ITI's action.
- XIV. **Amendment of EOI:** At any time prior to the last date for receipt of offers, ITI LTD, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their offers, ITI LTD 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.
- XV. **Disclaimer:** ITI LTD and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI LTD and/or any of its officers, employees.
- XVI. All other terms as conditions is as per customer RFP.

**Undertakings (To be in Bidder's Letter Head)**

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

1. to work exclusively with ITI complying to the EOI and Customer Tender terms and conditions including corrigenda, amendments, prebid clarifications, agreements etc. Also, we agree to implement the project (scope of work as per Customer Tender terms and conditions including investment) covering Warranty & post-warranty services, maintenance etc, in the event of ITI LTD winning the contract on back-to- back basis.
2. Submit Tender fee, Earnest Money Deposit (EMD) of Rs. 6.85 Cr as required for submitting the customer tender and PBG (3.% of the order value) to be borne by the selected bidder at the time of placement of order as per customer tender terms. In cases where ITI LTD is exempted from providing EMD & PBG or allowed to submit Corporate Guarantee in place of Bank Guarantee to customer, bidder shall provide EMD (while submitting the bid to the customer) & PBG as per customer terms to ITI LTD.
3. To support ITI LTD for preparation of the EOI/tender, post bid clarifications, technical presentations and any other requirements as per end customer requirement.
4. To submit OEM MAF in the name of ITI and other OEM related certificates as per customer RFP formats and all other technical documents/certificates/data sheets/solution as per customer tender requirement
5. That we will be equipped with the required manpower with qualifications, certifications and experience as mentioned in the customer tender.
6. The Bidder to bring exclusive OEMs for different equipment who meets the OEM eligibility criteria as per customer RFP/tender requirement.
7. to comply with all the end customer EOI/tender requirements including technical specifications
8. To get required certificate& support (warranty & post-warranty/maintenance) in the name of ITI LTD from the OEM as per customer tender requirement.
9. we do also hereby irrevocably and unconditionally agree and undertake to save and keep ITI Ltd, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against ITI Ltd by whomsoever and all losses, damages, costs,

charges and expenses arising out of non-compliance with or non-adherence to any statutory / regulatory requirements and / or any other law for the time being in force.

10. Should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing.
11. Should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
12. To make all arrangements and carry out Proof of Concept (PoC) at bidder's cost
13. To obtain relevant statutory licenses/certifications for operational activities at own cost.
14. To sign MoU/Teaming Agreement, Integrity Pact with ITI LTD for addressing the customer tender as per customer's tender terms and conditions.
15. To indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
16. To support the offered equipment for the period including warranty and AMC as per customer tender conditions.
17. To supply equipment/components which conform to the latest year of manufacture.
18. Certify that all the hardware/ software supplied under the contract shall not contain any embedded malicious codes that could inhibit the desired functions of the equipment or cause the network to malfunction in any manner.
19. We declare that the information and documents submitted along with the EOI/customer tender are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
20. We understand that if the contents of the certificate submitted by us are found to be forged/false at any time during process for evaluation of EOI/tenders, it shall lead to forfeiture of the Bid Security and may also lead to any other action provided in the contract including banning of business for a period of upto two years. Further, we and all our constituents understand that our offer shall be summarily rejected.

(Signature and Stamp of the Bidder)

**Declaration of Non-Blacklisting**

[to be submitted by Sole bidder/Lead bidder and all members of the consortium on non-judicial paper of Rs. 200/-duly notarized by Notary Public / First Class Magistrate]

I / We.....  
(Full name in capital letters starting with surname), the Proprietor/ Partner /Managing Director / Chief Executive Officer/ Chairman & Managing Director/ Holder of power of attorney of ..... (insert name of entity) the business, establishment / firm / registered company do hereby, in continuation of the terms and conditions underlying the RFP document and agreed to by me/us, give following undertaking.

1. It is declared that the firm .....is not declared insolvent any time in the past. Not debarred and blacklisted by either MP Police or any Central Govt. / State Govt. / Public Sector Undertaking/ any other government Local body as on the date of bid submission.

2. The firm..... do hereby agree that if in future, it comes to the notice of MP Police, if it is brought to the notice of MP Police that any disciplinary/ penal action due to violation of terms and conditions of the RFP document/Agreement which amounts to cheating /depicting of malafide intention during the completion/execution of the Contract anywhere in MP Police or either by any of Central Govt. / State Govt. / Public sector undertaking/any other local body, MP Police will be at discretion to take appropriate action as its finds fit.

Full name and complete address with Signature of Authorized Signatory

(Signature)  
Name: -----  
Date: -----  
Designation: -----  
Place: -----  
Business Address: -----  
Seal: -----

WITNESS:  
(1) Full Name .....  
And Address .....  
Signature .....  
(2) Full Name .....  
And Address .....  
Signature .....

**Undertaking regarding No Land border Sharing (To be in Bidder's Letter Head)**

Reference: 1. Customer RFP Ref: \_\_\_\_\_  
2. ITI EOI Ref: \_\_\_\_\_ dated \_\_\_\_\_

This is to confirm that our company or firm \_\_\_\_\_ < Name of the OEM >, are aware regarding restrictions on procurement from a country which shares a land border with India; We hereby certify that the Product, Services, Works and its components proposed in the customer RFP are not manufactured in such a country and is eligible to be considered.

We hereby certify and confirm that the Product, Services, Works and its components proposed in this Tender are being Manufactured at < Name and address of facility > in India and is currently underproduction and not being simply assembled.

(Signature and Stamp of the Bidder)

## Bidders Profile

1.	Name and address of the company			
2.	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site)			
3.	Area of business			
4.	Date of Incorporation			
5.	Average Annual Turnover for the last three (3) audited financial Years (Rs in Cr)	2021-22	2022-23	2023-24
6.	Average Net worth for the last 3 audited financial Years (Rs in Crs)			
7.	Company Registration Number			
8.	GST Registration number			
9.	PAN Number			
10.	CIN Number, if applicable			
11.	Number of technical manpower in company's rolls			
12.	Name of the authorized signatory who is authorized to quote in the RFP and enter into the Contract (Power of Attorney to be submitted)			

(Signature and Stamp of the Bidder)

**Compliance Statement**

<b>S.No</b>	<b>Clause No.</b>	<b>Clause</b>	<b>Compliance (Complied/ Not Complied)</b>	<b>Remarks with Documentary Reference</b>
1.				
2.				
3.				
4.				
5.				

Note: Bidders are requested to comply every clause as per EOI, Corrigendum, Addenda which is published along with the EOI. The relevant supporting documents need to be referred with respective clauses mentioned.

(Signature and Stamp of the Bidder)

## Work Experience Details – project wise

Sl. No	Information Required	Details
1	Name & Scope of work of the project	
2	Entity for which the project was undertaken (Customer Name & Contact Details including email ID, Contact number	
3	Project Cost	
4	PO No & Date	
5	Date of commencement of the project	
6	Actual Completion Date	
7	Role of bidder	
8	Brief Description of the project	
9	Completion Date	

(Signature and Stamp of the Bidder)

**PRE-CONTRACT INTEGRITY PACT**

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

EOI No.....

This Integrity Pact is made on .....day of 2025

BETWEEN:

ITI Limited, .....having its Registered & corporate office at ITI Bhavan, Dooravani Nagar, 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 (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 enter into an MOU of partnering business opportunities of common interest and able to generate synergies in execution of such business 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 EOI 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 EOI 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

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 EOI 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 EOI process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the EOI 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 EOI 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 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 EOI 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 EOI 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 EOI process or during the execution of the contract).
- b. The bidder(s)/contractor(s) will not enter with other bidders/ contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s) 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.
- 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 EOI PROCESS & EXCLUSION FROM FUTURE CONTRACTS

If the Bidder(s)/Contractor(s), during EOI 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 EOI 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 EOI/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 Bidder(s)/ Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

#### SECTION 4 – PREVIOUS TRANSGRESSION

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

4.2 If the Bidder(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the EOI 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 EOI 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 BIDDERS/CONTRACTORS

- 6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.
- 6.2 The Bidder(s)/Contractor(s) undertakes to get this Pact signed by its subcontractor(s)/sub-empaneled partner(s)/ associate(s), if any, and to submit the same to the Principal along with the EOI 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-empaneled partners / associates.
- 6.3 The Principal will disqualify from the EOI process all bidders 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 a Bidder(s)/Contractor(s) or subcontractor/ sub-empaneled partner/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.

### **Details of IEM appointed by ITI are as under:**

#### **IEM - I**

Shri Atul Jindal, IFS (Retd.):  
3/10 Vishesh Khand, Opp. Little Friend School, Gomti Nagar,  
Lucknow-226010 (UP)

#### **IEM - II**

Shri Benny John, IRS (Retd.):  
Villa No. 36, Kent Plam Villas, Fort Valley Township, Athani,  
Kakkanad, Ernakulam, Kerala – 682 030.

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.

## 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.

1.2 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.

12.3 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.

12.4 The action 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.

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. ....