



Regional Office,
National Insurance Building, 1st Floor,
27, A.K.Nayak Marg, Fort ,Mumbai – 400001(M.S)
Email:mumbai_ro@itiltd.co.in

Ref: ITI/ROM/NPCIL/VSAT/24/1

Date:08.10.2024

ITI is undertaking System Integration projects for various customers on revenue sharing basis. Towards these business activities; ITI invites sealed Expressions of Interest (EOI) for selection of Back-end Partner to bid for the work: “**Upgradation of Extended C-band VSAT for NPCIL**”. The Back-Partner should work with ITI for addressing the Tender and implementing the projects in the event of ITI winning the contract.

Due Date for Submission of EOI on or before 14.00 Hrs on 11.10.2024.

1	Technical Bid	EOI DOC Fee Rs 1000/- EOI Document fee can be paid online in below account Name : ITI LIMITED, Account No :3715117406 ,Current account, IFSC CODE ;CBIN0280606, Central bank of India, Boribunder br.													
1(i)	Eligibility of SI														
	A	The Bidder must be a Central Public Sector Enterprise (CPSE)/State Level Undertaking (SLU) or a company registered in India under companies Act 1956 or 2013 or LLP or Partnership firm and operating at least for the last five years as of 31st March 2024.													
	B	The Bidder should have experience of minimum number of completed/ ongoing “Similar Project” in India with a minimum project value as per below table, during last 5 years. <table border="1"><thead><tr><th>Number of similar projects executed</th><th>Minimum Project Value per project, meeting the criteria (in INR)</th></tr></thead><tbody><tr><td>One Similar Project</td><td>18 Crore</td></tr><tr><td colspan="2" style="text-align: center;">OR</td></tr><tr><td>Two Similar Projects</td><td>11 Crore</td></tr><tr><td colspan="2" style="text-align: center;">OR</td></tr><tr><td>Three Similar Projects</td><td>9 Crore</td></tr></tbody></table> <p>“Similar Projects” is defined as</p> <ul style="list-style-type: none">• Telecom Related projects• VSAT communications• Satellite communications		Number of similar projects executed	Minimum Project Value per project, meeting the criteria (in INR)	One Similar Project	18 Crore	OR		Two Similar Projects	11 Crore	OR		Three Similar Projects	9 Crore
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	C	The bidder must have positive net worth in each of the last three financial years as on 31st March, 2024.													
	D	Should not have been blacklisted by any government organization in India (under taking to be furnished in 500 Rs. Stamp Paper and notarized date for date later then bid date).													
	E	The Bidder must have a minimum average annual turnover of Rs.20 crores during the last three financial years.													
	G	The bidder possesses the below certification: <ul style="list-style-type: none">• ISO 20000• ISO 9001													

		<ul style="list-style-type: none"> • ISO/IEC 27001 <p>The certificate should be valid as on the date of submission of the bid and the bidder should ensure that valid certification is maintained throughout the period of implementation of the project.</p>
	G	A Power of Attorney / Board resolution in the name of the person signing the bid in case of Bidder / Prime Bidder.
1(ii)	Bidder need to submit the following:	
	A	Company Profile
	B	Certificate of Incorporation
	C	Audited Annual Report for last 3 years
	D	GST Registration Certificate
	E	Latest Solvency certificate
	F	PAN Number/Income Tax return copy for the assessment for the last 03 years
	G	Funding Plan for the project OR Banker's solvency certificate
	H	Undertaking to work with ITI as per EOI/Tender terms and conditions including Warranty & post-warranty services and implementing the project in the event of ITI winning the contract.
	I	a) Undertaking (on Letterhead): Tender Fees, EMD and PBG (as per the tender requirement) in favor of customer tender/EOI conditions and all the other charges should be borne by the back-end Partner.
	J	Undertaking to obtain support letter from OEMs in favor of ITI. The selected vendor should submit notarized copy of genuine test certificates.
	K	Undertaking to obtain relevant statutory licenses, copyrights etc., for operational activities
	L	Undertaking stating no pending litigations.
	M	To submit Power of attorney authorizing the person signing the bid for this EOI
	N	Pre-bid Integrity Pact has to be signed and submitted along with EOI
2	Financial Bid	The bidder shall furnish Consolidated Margin being Offered to ITI LIMITED including Warranty Support as well as AMC support as per tender) in percentage (%) on Basic Value to ITI (to be submitted separately in sealed cover).

Note:

1. The financial bid (Indicating the Margin Clearly) and Technical Bid shall be placed in separate sealed envelopes only, super scribed with words “**Technical Bid**”. & “**Financial Bid**”. Both the bids are to be placed in a separate sealed cover mentioning, “**DON'T OPEN BEFORE 14:30 hrs (PM) 11.10.2024**”.
2. **For more details visit: <https://gem.gov.in/> ; GEM BID Reference No.: GEM/2024/B/5337544 dated 02.09.2024.**
3. The BID will be rejected, if the margin is not offered and offered margin is not mentioned in a separate sealed cover.
4. Technical bid will be opened **14:30 Hrs (PM) 11.10.2024**.
5. Financial Bid opening will be done after the evaluation of technical bid (Only for technically qualified bidder).
6. Bid should be valid for a period of **180** days from the date of opening of bid.
7. The bidders who have not fulfilled the commitments made in our earlier EOIs need not apply.
8. Payment to the successful bidder shall be made after deducting the offered margin to ITI, operational expenses payable to customer and the statutory taxes payable to the Govt. (Penalties if any levied by the customer will be passed on to the successful bidder).

9. Clause by clause compliance of EOI with references to supporting documents.
10. Relaxations of norms for startups and MSMEs as per govt. regulations.
11. Successful bidder has to sign consortium agreement covering the terms and conditions of the customer.
12. The interested Partners/SIs may like to discuss the detailed Scope of Work with the **Deputy General Manager**, Mobile: +91 9341111026, Ph.022-22019684. Technical Specs for ready reference.

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

The EOI may be sent in a sealed cover marked: **“Upgradation of Extended C-band VSAT for NPCIL”**

EOI as to reach the following address on or before 14.00 hrs (PM) Dtd. 11.10.2024.

Deputy General Manager
Project Office, ITI Limited, National Insurance Building,
Ist Floor,27,A.K.,Nayak Marg, Fort, Mumbai – 400001
Telephone: 022-22019684, 22019699 Fax:022-22019795
Email Id: mumbai_ro@itilttd.co.in

PRE-CONTRACT INTEGRITY PACT

GENERAL

This pre-bid pre-contract agreement (hereinafter called the Integrity Pact) is made on day of the month of , between, ITI Limited, ITI Bhavan, Dooravaninagar, Bangalore – 560016, 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, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, 'organisation 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, favour, 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, organisation 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, favour, 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 favour or disfavour 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 Ltd (Address)

Place:

Date:

Witness:

1.

2.

BIDDER

Chief Executive Officer

M/s -----(address)

Place:

Date:

1.

2.

The following clauses/conditions are as below

1. For tenders involving ITI manufacturing products, ITI will provide the required quotes etc.
2. Margin to ITI would be payable on supply, I&C and AMC services undertaken by the selected agency for the project.
3. All activities like Proof of concept on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of agencies.
4. Agencies should be willing to impart required training to ITI engineers for undertaking services & execution of project.
5. Agencies will be responsible for any short coming in the BOM and the same should be rectified free of cost.
6. Agencies should be willing to sign an exclusive agreement with ITI for smooth execution of the project.
