



**ITI Limited**

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**EOI Document For**

**Selection of Back end Partner for Supply and Installation of Smart Classroom related items in 9567 Govt. Schools of Rajasthan with 3 Year Comprehensive Warranty**

**EOI No:** ITI/RODEL/2K22/RAJ/SMARTCLASS **Date of Issue:** 17.11.2022  
**Last Date of Bid submission:** 24-11-2022 UPTO 11:00 Hrs through online mode  
**Date of Technical Bid opening:** 24-11-2022 @ 12:00 Hrs  
**Estimated Tender Value:** Rs 114,80,40,000/-

Issued By:

AGM (Marketing & Purchase)

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**ITI Limited**  
**MSP-DelhiCore-1 Floor-11**  
**Scope Minar Laxmi Nagar,New Delhi-110092**

**Introduction**

**Notice Inviting Expression of Interest (EOI) for selection of Back end Partner for Supply and Installation of Smart Classroom related items in 9567 Govt. Schools of Rajasthan with 3 Year Comprehensive Warranty**

Ref: ITI/RODEL/2K22/RAJ/SMARTCLASS

Date:17-11-2022

ITI has diversified into new areas of manufacturing and services in the domain of IT, Telecom, IoT and Smart city for various Government / Private customers. ITI limited is addressing the tender for **selection of Back end Partner for Supply and Installation of Smart Classroom related items.**

In this connection ITI limited, invites sealed EOI from eligible bidders as Master System Integrator for addressing the tender **for Supply and Installation of Smart Classroom related items.**

The selected vendor needs to work with ITI on complete back to back basis for addressing and implementing the project as per the scope of the work.

**Due Date for Submission of EOI is 24/11/2022 before 11.00 AM.**

**Tender Document Fees: Rs. 6,000/- (Indian Rupees Six Thousand Only)**

**EMD Amount Rs 2,29,60,800/-(Indian Rupees Two crore Twenty Nine Lakh Sixty Thousand Eight Hundred Only/-)**

**EMD Validity: 120 Days**

**EOI Bid Validity: 120 Days**

**Online RTGS/ NEFT**

**Acc. No.: 06230500000010**

**Bank: Bank of Baroda,**

**KG Marg New Delhi MICR: 110012021;**

**IFSC: BARB0CURZON;**

## Bid Description

<b>A</b>	<b>Technical Bid</b>	
<b>1</b>	<b>Scope of Work</b>	<p>The scope of work is <b>Supply and Installation of Smart Classroom related items</b> in 9567 Govt. Schools of Rajasthan with 3 Year Comprehensive Warranty  <b>Complete end to end solution is to be implemented as per end customer technical document .</b></p> <p>Warranty: <u>3 years</u></p> <p>For detailed scope of work &amp; Bill of Material pl go to following link, right click the mouse and open hyperlink and enter tender id in Tender Search:-  <a href="https://eproc.rajasthan.gov.in/nicgep/app">https://eproc.rajasthan.gov.in/nicgep/app</a>  <b>Tender Id 2022_RCSCE_303795_1</b></p>
<b>2(i)</b>	<b>Eligibility Criteria of Applicants</b>	
A	<b><u>Company Profile:</u></b>	The Bidder shall be Company incorporated/registered in India under Companies Act 1956/2013/proprietorship/ partnership firm/ limited liability Partnership (LLP).
B	<b><u>Turnover</u></b>	Undertaking for willingness to work with ITI as per customer tender/EOI etc. terms and conditions
C	<b><u>Net-worth</u></b>	The Bidder shall have average annual financial turnover of at least 30% of the estimated tender value during the last 3 financial years (i.e. 2019-20, 2020-21 and 2021-22)
D	<b><u>Experience</u></b>	The Bidder should have a positive net worth as on 31 <sup>st</sup> March 2022
E	<b><u>Experience</u></b>	<p>The bidder should have experience of having successfully completed similar works/supplies either of the following during the last 5 years, ending last day of the month previous to the one in which tender is invited:</p> <p>Three Similar works each of 25% of the estimated tender value  or  Two Similar works each of 30% of the estimated tender value  or  One similar work each of 40% of the estimated tender value</p> <p><b>Note : "Project Completion period is Completion Period of Client Project and the period from date of issue of LOI to completion of Supply, Installation , Testing, Commissioning and Acceptance Testing</b></p>

		of the system ." Similar work : Experience related to IT/ ITES during last 5 years
	F	<b><u>Certifications</u></b> The Bidder should possess valid ISO 9001:2008 certificate.
	G	<b><u>Not-Blacklisting</u></b> Affidavit by the Bidder duly signed by the authorized signatory confirming that they have not been blacklisted by any Central / State Government/Union Territories/PSUs in India as on the bid submission date in India
	H	Undertaking expressing willingness to sign MOU with ITI
	I	Undertaking to submit PBG as per end customer tender requirement on back to back basis
<b>2(ii) General</b>	<b>Please provide compliance for the following clauses</b>	
	<b>Compliance Yes / No</b>	
a)	All activities like Proof of concept on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of the bidder	
b)	Bidder should be willing to impart required training	
c)	Bidder will be responsible for any shortcoming in the BOM and the same should be rectified free of cost	
d)	Bidder should be willing to sign an exclusive agreement with ITI for smooth execution of the project	
e)	All commercial terms will be as per the customer Tender /PO on complete back to back basis	
f)	Bidder will be responsible for any shortcoming in the BOM and the same should be rectified free of cost	
g)	Earnest Money Deposit (EMD) / Bid security required for submitting the bid will be borne by the selected bidder.	
h)	Performance Bank Guarantee (PBG) will be borne by the selected bidder.	

l)	<p>The bidder shall give an undertaking for the following:</p> <ul style="list-style-type: none"> <li>a. To extend a fully back to back partnership</li> <li>b. To support ITI as SI and bid in this tender with their technical credentials</li> <li>c. To support ITI for preparation of the tender, post bid clarifications, technical presentations and any other requirements as per tender.</li> <li>d. To make all arrangements and carry out Proof of Concept (PoC) at bidder's cost</li> <li>e. To submit EMD BG &amp; PBG on fully back-to-back basis</li> </ul>	
<b>2(iii) Checklist of documents/information to be submitted:</b>		
a.	Company Profile	
b.	Certificate of Incorporation	
c.	Memorandum & Articles of Association	
d.	Audited financial statements for the last 3 years. 2019-20, 2020-21 and 2021-22 CA certificate	
e.	Positive Net Worth Certificate.	
f.	Undertakings as mentioned in this EOI on company letter head and on OEM letter head as per requirement of Customer Tender	
g.	Quality certificate like ISO 9001:2008	
h.	GST Registration Certificate.	
i.	Copy of PAN Card	
j.	CIN (Corporate Identity Number), if applicable	
k.	Authorization letter in the company letterhead authorizing the person signing the bid for this EOI and Power of Attorney (POA)	
l.	Undertaking in letter head to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.	
n.	Bidders Details as per Annexure	
o.	Clause by clause compliance of EOI terms with references to supporting documents as per Annexure	
p.	<p>Pre-Contract Integrity Pact as per Annexure</p> <ul style="list-style-type: none"> <li>a. "Bidders participating in the EOI have to agree to sign Integrity Pact on placement of order / contract"</li> <li>b. "Those bidders who are not willing to sign Integrity Pact will not be considered for bid opening"</li> </ul>	
q.	Supporting documents of Purchase orders and Client certificates	
r.	The bidder shall submit Land Border Country Registration Requirement as per attached Annexure	
t.	Unpriced BOM	

u.	MAF and all OEM document on OEM letter head as per requirement of Customer Tender	
v.	Duly signed EOI and Customer Tender	
B	Financial Bid	To be submitted online <a href="http://www.tenderwizard.com/ITILIMITED">www.tenderwizard.com/ITILIMITED</a>
1.	a	<p>Price and Margin Bid Format:</p> <p>A) Submit Lumpsum / Itemized (BOQ) details for supply and service items as per Schedule of Requirements (SoR) and Scope of Work (SoW) in INR (without Taxes)</p> <p>B) Quote margin to ITI (percentage of A)</p> <p>C) Absolute value of Margin = <math>A*B/100</math></p> <p>D) Overall Quoted price = (A-C)</p> <p>Financial Bid Evaluation</p> <p>1. The bid having least “D” will be considered as L1.</p> <p>2. The bid having higher value of ‘B’ will be selected, in case of tied D</p> <p><b>Note:</b> <b>SoR &amp; SoW as per customer Tender.</b></p>

### Special Conditions of EoI

- 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.**
- The selected SI who has partnered with ITI for a particular tender project shall not partner with any other lead bidder for the same tender project.**
- The Bidding (For both Technical and Financial Part of the Bid) would be subjected to an On-line / e-Tendering process. The prospective Bidders are requested to go through [www.tenderwizard.com/ITILIMITED](http://www.tenderwizard.com/ITILIMITED) to understand the entire e-Tendering Process and follow the Registration and Bidding Process on [www.tenderwizard.com/ITILIMITED](http://www.tenderwizard.com/ITILIMITED) as defined in the document. In case of any clarifications on e-tender portal, bidders may contact the portal administrators of [www.tenderwizard.com](http://www.tenderwizard.com).
- The Technical Bid and financial bid shall be uploaded in e-procurement site of ITI Limited ([www.tenderwizard.com/ITILIMITED](http://www.tenderwizard.com/ITILIMITED)). For submission of online bid and procedure to be followed, visit [www.tenderwizard.com/ITILIMITED](http://www.tenderwizard.com/ITILIMITED).
- 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 vendors have to register in our e-procurement portal ([www.tenderwizard.com/ITILIMITED](http://www.tenderwizard.com/ITILIMITED)). When submitting the bid please state the tender ID.
- Any clarifications regarding the tender can be obtained from **Shri Prashant Kumar, Chief Manager**

7. Technical bids will be opened at **12.00hrs on 24/11/2022**
8. Financial Bid opening will be done after the evaluation of Technical bid (Only for technically qualified bidders).
9. Bid should be valid for a period of 120 days from the date of opening of Tender. Conditional offers are liable for rejection.
10. The Bidders should give Clause by clause compliance (as per annexure) of RFP with references to supporting documents; otherwise the offers are liable for rejection.
11. Payment to the successful bidder shall be made on Back to Back Basis after deducting the offered margin and the statutory taxes payable to the Govt (Penalties if any levied by the customer will be passed on to the Successful bidder), only after the receipt of payment from the customer. No advance will be paid.
12. Margin offered should be firm throughout the contract irrespective of reason, what so ever, including the exchange rate fluctuation.
13. The vendor to indemnify ITI 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 attributable to the partner shall be borne by the partner
14. Consortium not allowed to ensure complete end to end solution as per the scope of Tender.
15. **Late offer:** Any offer received after the prescribed timeline shall be rejected and shall be returned unopened to the Companies.
16. **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.
17. In the event that ITI is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the system integrator at latter's cost and expenditure.
18. **POC** will be conducted as per offline document.
19. **Price negotiation will be permitted downwards only and ITI profit margin negotiation will be upwards only.**
20. **Cost of RFP:** The bidder shall bear all costs associated with the preparation and submission of his offer against this RFP, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI. ITI will, in no case be responsible or liable for those costs, regardless of the conduct



or outcome of the RFP process.

- 21. Amendment of RFP:** At any time prior to the last date for receipt of offers, ITI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP 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 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 RFP.
- 22. Disclaimer:** ITI 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 and/or any of its officers, employees.
- 23.** ITI reserves the right to change/ modify or cancel the RFP without stating any reason to anyone.
- 24. Accessibility of RFP Document:** RFP document with terms and conditions is provided in the following websites
  - (i) <http://www.itiltd.in>
  - (ii) [www.tenderwizard.com/ITILIMITED](http://www.tenderwizard.com/ITILIMITED)
  - (iii) <http://eprocure.gov.in>

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

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 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.
2. to submit EMD (in the form of online/BG) towards bid security and Performance Bank Guarantee (..... % of contract value) to customer/ITI (as decided by ITI) as per Customer Tender terms & conditions.
- 3.
3. that we will be equipped with the required manpower with qualifications, certifications and experience as mentioned in the customer tender.
4. to get required certificate& support (warranty & post-warranty/maintenance) in the name of ITI from the OEM as per customer tender requirement.
5. to obtain relevant statutory licenses for operational activities.
6. to sign MoU/Teaming Agreement, Integrity Pact with ITI for addressing the customer tender as per customer's tender terms and conditions.
7. to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
8. to support the offered equipment for a minimum period of 5 years including warranty and AMC
9. to supply equipment/components which conform to the latest year of manufacture.
10. The bidder should give certificate stating 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.

## Annexure-II

### 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.	Annual Turnover for 3 financial years (Rs in Cr)	2019-20	2020-21	2021-22
5.	IT Turnover for 3 financial years (Rs in Cr)	2019-20	2020-21	2021-22
6.	Date of Incorporation			
7.	GST Registration number			
8.	PAN Number			
9.	CIN Number, if applicable			
10.	Number of technical manpower in company's rolls			

**Annexure-III**

**Compliance Statement**

<b>S.No</b>	<b>Clause No.</b>	<b>Clause</b>	<b>Compliance (Complied/ Complied)</b>	<b>Not</b>	<b>Remarks with Reference</b>	<b>Documentary</b>

**Annexure –IV**

**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 2022

**BETWEEN:**

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

**AND**

M/s ..... represented by .....Chief Executive Officer (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 (SI/ 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- vendor(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-vendors / 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 sub-contractor/ sub-vendor/associates of the Bidder(s)/Contractor(s) which constitutes corruption or if the principal has substantive suspicion in this regard, the principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

#### SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

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

Details of IEM appointed by IT1 are as under:

Shri Javeed Ahmad, IPS(Retd.)  
M-1101, Shalimar Gallant Apartment  
Vigyanpuri, Mahanagar, Lucknow-226006

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.

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

## SECTION 11 – PACT DURATION

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

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

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

## SECTION 12 - OTHER PROVISIONS

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

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

12.3 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all 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 stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

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

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

.....

Name Designation

Name Designation

Witness

1. ....

1. ....

2. ....

2. ....

**BID SECURITY BANK GUARANTEE (EMD) FORMAT**

Whereas ..... (hereinafter called “the Bidder”) has submitted its bid dated ..... For the supply of ..... Vide Tender No. .... dated..... KNOW ALL MEN by these presents that WE ..... OF ..... Having our registered office at .....

(hereinafter called “the Bank”) are bound unto ITI Limited (hereinafter called “the Purchaser”) in the sum of Rs. .... for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present. THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
  - (i) fails or refuses to execute the Contract, if required; or
  - (ii) The successful bidder fails to submit performance security within the prescribed time. or
  - (iii) The proceed of EMD shall be payable to ITI in case of breach of any of the terms and conditions of the contract/PO/tender by the vendor.**

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including Forty Five (45) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority.

Name

Signed in Capacity of

Name & Signature of witness

Full address of Branch

Address of witness

Tel No. of Branch

Fax No. of Branch

## Land Border Country Registration Requirement

(To be executed on a non-judicial stamp paper Rs. 500/-)

Name of Bidder \_\_\_\_\_ NIB Number \_\_\_\_\_

I/We have read the Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021 regarding Provisions for Procurement from a Bidder which shares a land border with India, I/we certify that, bidder M/s \_\_\_\_\_ (Name of Bidder) is not belonging to or with beneficial ownership from countries sharing land border with India.

Bidder from a country which share a land border with India may be from one of the following categories 'a' to 'g' as follows :-

S. No.	Category of Bidder (Bidder from a country which shares a land border with India)
(a)	An entity incorporated, established or registered in such a country;
(b)	A subsidiary of an entity incorporated, established or registered in such a country;
(c)	An entity substantially controlled through entities incorporated, established or registered in such a country;
(d)	An entity whose beneficial owner's situated in such a country;
(e)	An Indian (or other) agent of such an entity;
(f)	A natural person who is a citizen of such a country;
(g)	A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

**[Instruction:-If bidder is from a country which share a land border with India, then bidder should mark appropriate option from among 'a' to 'g' above, whichever is applicable]**

**Note :-**

Following clarification order dated 30.03.2021 has been issued by Finance Department, GoR to ensure availability of raw material or components/sub-assemblies or the finished goods etc. with the bidders, from the vendors and/or OEMs sharing land border with India :-

- (i) A bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors and/or OEMs from countries which shares a land border with India. Such vendors and/or OEMs will not be required to be registered with the Competent Authority, as it is not regarded as "subcontracting".
- (ii) However, in case a bidder has proposed to supply finished goods procured directly/indirectly, from the vendors and/or OEMs from the countries sharing land border with India, such vendors and/or OEMs will be required to be registered with the Competent Authority.

**[Instruction :- Bidder should mark appropriate option either (i) or (ii) whichever is applicable. If both options doesn't apply then strike off both (i) and (ii) above.]**

Name: [insert complete name of person signing the bid]

In the capacity of [insert legal capacity of person signing the bid]

Signed: [insert signature of person whose name and capacity are shown above]

Duly authorized to sign the Bid for and on behalf of [insert complete name of the bidder]

Date: [insert date of signing]