



**NOTICE INVITING EOI FOR**

**Selection of Consortium cum Back-End Partner for  
“DESIGN, MANUFACTURE, SUPPLY, INSTALLATION,  
TESTING AND COMMISSIONING OF TELECOM SYSTEM  
(EXCEPT TETRA SYSTEM) FOR LINE 9 (FROM DAHISAR  
EAST TO RAI) AND 7A (ANDHERI EAST TO CSMIA)  
CORRIDOR MUMBAI METRO INCLUDING DONGRI  
DEPOT”**

Ref: **ITI/ROM/DMRC/2025/77**

**ITI LIMITED**

(A Government of India Undertaking)  
ITI Limited, Regional Office  
National insurance Building, 1<sup>st</sup> Floor,  
27, A. K. Nayak Marg,  
Fort, Mumbai – 400 001  
website: <https://www.itiltd.in/>  
Email: [mumbai\\_ro@itiltd.co.in](mailto:mumbai_ro@itiltd.co.in)  
CIN No: L32202KA1950GOI000640

## 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 like ISRO.

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 has diversified its operation and has been executing projects in the field of Smart Infrastructure (Smart Cities, Safe Cities, Smart Energy Meters, Smart Classrooms, Smart Poles etc), Bharatnet etc. ITI has been executing projects in latest technologies like GPON, OLT, ONT, OFC, HDPE etc.

ITI Limited would like to address the tender for Selection of Consortium cum Back-End Partner for **“Design, manufacture, supply, installation, testing and commissioning of telecommunication system (except tetra system) of line 9 (from dahisar east to RAI) and 7a (andheri east to CSMIA) corridor of mumbai metro including dongri depot”**

In this connection ITI Limited, invites sealed Expression of Interest (EOI) from eligible bidders for addressing the above tender opportunity and implementing the project as per their scope of work finalized with ITI.

## 2.Important Dates & Other Information

Date of EOI Upload	22.07.2025
Due Date for EOI Submission	11.08.2025 upto 10:00 AM
Pre Empanelment Queries/Pre Bid meeting	NO
ITI Contact Person	Deputy General Manager Mob : +9198209 55858 <a href="https://www.ityltd.in">https://www.ityltd.in</a> e-mail: <a href="mailto:mumbai_ro@ityltd.co.in">mumbai_ro@ityltd.co.in</a> Helpdesk: Manager; +91-9323495144 e-mail: <a href="mailto:mumbai_ro@ityltd.co.in">mumbai_ro@ityltd.co.in</a>
Tender Fee	Rs. 23,600 /- (Non- Refundable)
Estimated Tender Value	INR 105.27 Crore (including of all taxes)
EMD	Rs. 52,64,000 /-
PBG/Security Deposit	ITI's PBG + Customer's PBG (As mentioned in the RFP)
ITI's EOI Document Fee	Rs. 1000 /- (Non-refundable)

The Bank Details of ITI Limited for NEFT / RTGS/Net Banking :	The Bank Details of ITI Limited for NEFT/RTGS/Net Banking is as below: Online RTGS/ NEFT Bank: Central bank of India, Boribunder br IFSC: CBIN0280606 A/C No.: 3715117406
Mode of submission	Through ITI e-tender portal <a href="https://itilimited.ewizard.in/">https://itilimited.ewizard.in/</a>

### 3. Tender Scope of work & Technical compliance:

As per Tender Reference Number: MS-07 Dated 26-Jun-2025 for “Design, manufacture, supply, installation, testing and commissioning of telecommunication system (except tetra system) of line 9 (from Dahisar East to RAI) and 7A (Andheri East to CSMIA) corridor of Mumbai metro including Dongri Depot”.

The bidder shall provide:

- Integrated telecom systems including PAS (Public Address System), PIDS (Passenger Information Display System), CCTV, Telephone System (EPABX), Data Network, Emergency Communication, Master Clock, and Fiber Backbone.
- System integration with OCC (Operation Control Centre), BCC (Backup Control Centre), and depot systems.
- Interface management with other contractors and metro systems.
- All field equipment installation, cabling, power supplies, racks, and enclosures.
- Testing & commissioning including FAT (Factory Acceptance Tests), SAT (System Acceptance Tests), and Integrated Testing.
- Training, O&M manuals, and supply of spares for 10 years.

4 (i)	Eligibility Criteria of Applicants	
	a	<b><u>Company Profile:</u></b> The Bidder shall be a Company incorporated /registered in India under Companies Act 1956/2013/ proprietorship/ partnership firm/ Limited Liability Partnership (LLP) and should be in operations continuously for at least 5 years as on the last date of submission of bid.
	b	<b>Net Worth</b> of tenderer during last audited financial year should be > <b>INR 4.25 Crore.</b>
	c	<b><u>Annual Turnover:</u></b> The average annual turnover from works of last five financial years should be > <b>INR 20 Crores</b>
	d	<b><u>Work Experience:</u></b> The tenderers will be qualified only if they have successfully completed or substantially completed similar works, during last seven years ending last day of the month previous to the month of tender submission as given below: At least <b>one “similar work”</b> * of value of <b>INR 43 crore or more.</b> OR At least <b>Two “similar works”</b> *each of value of <b>INR 27 crore or more.</b> OR At least <b>Three “similar works”</b> *each of value of <b>INR 22 crore or more.</b> <i>*The “Similar works” shall be “Design, Supply/Manufacture, Installation, Testing and Commissioning of Telecommunication system (FOTS, TETRA Radio System, CCTV, IP-PBX based Telephony System, PIDS-PAS, Master Clock, Access Control System) in Metro rail/Mono Rail/Mainline Railway/Large Airport environment.”</i>

e	<b><u>Financial Standing</u></b> The bidder must demonstrate access to liquid assets, lines of credit, or other financial means to support a minimum cash flow of INR 3.1 Crore.
f	The bidder should not have been blacklisted or debarred by State / Central Government or their agencies or Public Sector Undertakings (PSUs)/autonomous bodies as on bid submission date for corrupt, fraudulent or any other unethical business practices or for any other reason. Undertaking as per the format attached in Annexure-I duly signed by authorized signatory of bidder.
g	All the applicable annexures and documents is as per customer RFP
h	The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt.
i	Undertaking for willingness to work with ITI as per customer tender/EOI etc. terms and conditions
j	EMD (Back to Back Basis)
k	Undertaking expressing willingness to sign agreement with ITI.
l	Bidder shall provide valid OEM Authorization Certificate for all the products quoted as well as certify that the proposed product is not declared end of sale. OEM documents and all applicable annexures/appendix shall be provided as per required by customer RFP

4(ii)		<b>General : Provide Compliance for the following</b>	<b>YES/NO</b>
	a	All activities like Proof of concept on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of bidders	
	b	Bidder should be willing to impart required training during undertaking services & execution of project (if applicable)	
	c	Bidder should be willing to sign an exclusive agreement with ITI for smooth execution of the project and all commercial terms will be as per the customer Tender/PO on back-to-back basis.	
	d	PBG will be taken from back-end partner, once ITI will be declared L1. Performance Bank Guarantee (PBG) required for the bid will be borne by the selected bidder.	
	e	LD Clause: LD shall be as per ITI Clauses (@ 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 supplier) OR as per the customer PO/tender clause whichever is higher.	
	f	Payment Terms: a) Payment terms will be as per back to back basis. b) Payment to the vendor shall be done after deduction of all i. LD/recoveries imposed by customer (if any) ii. ITI's margin	
	g	The bidder shall give an undertaking for the following: a. To extend a fully back-to-back partnership b. To support ITI and bid in this tender with ITI as lead bidder c. To support ITI for preparation of the tender, post bid clarifications, technical presentations and any other requirements as per tender.	
	h	Delivery Schedule: Delivery Schedule as per the customer Tender/ PO on back-to-back basis.(if applicable)	

	i	The Total duration of the Services will be 2+3 years (extendable based on requirement and mutual agreement) from the date of signing of agreement by both the parties.	
	j	Bidder will be responsible for any shortcoming in the BOM and the same should be rectified free of cost	
	k	ITI reserves the rights to split the balance orders (after taking out the ITI portion) in 70%: 30% ratio between H1 and H2 (Highest margin bidders) for speeding up the work, provided H2 bidder matches H1 margins offered, and wherever technically feasible. (Not Applicable for this EOI)	
	l	Bidder should not be insolvent (Self Declaration).	
<b>4(iii)</b>		<b>Checklist of documents/information to be submitted:</b>	
	a	Company Profile	
	b	Certificate of Incorporation as per clause 5(i)(a)	
	c	Memorandum & Articles of Association	
	d	Audited financial statements for the last 3 years (FY 2021-22, 2022-23 & 2023-24),	
	e	GST Registration Certificate	
	f	Copy of PAN Card	
	g	CIN (Corporate Identity Number), if applicable	
	h	Any other relevant registration documents on registration with other appropriate authorities (ESI, EPFO, etc.)	
	i	Authorization letter in the company letterhead authorizing the person signing the bid for this EOI and Power of Attorney (POA)	
	j	Undertaking in letter head to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.	
	k	Undertakings in Company letter head as per Annexure I	
	l	Bidders Details as per Annexure II	
	m	Clause by clause compliance of EOI terms with references to supporting documents as per Annexure III	
	n	Pre-Contract Integrity Pact as per Annexure-V	
	a)	"Bidders participating in the EOI have to agree to sign Integrity Pact on placement of order / contract"	
	b)	"Those bidders who are not willing to sign Integrity Pact will not be considered for bid opening"	
	o	The bidder should give an undertaking on the company's letterhead that all the documents/certificates/information submitted by them against this EOI are genuine.	
	p	Bidder shall submit technical data sheet by highlighting each complied specification. Wherever technical specifications and operational / functional requirements not mentioned in datasheet, OEM compliance shall be submitted.	
	q	Work order / Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order; AND Completion / Commission Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead.	
	r	Complete EOI and customer tender document duly signed and stamped on each page by the bidder be uploaded.	
	s	Conditional bids will not be entertained and summarily rejected. Only online bids on <a href="https://itilimited.euniwizarde.in">https://itilimited.euniwizarde.in</a> portal will be accepted and no physical bids will be accepted.	
<b>4(iv)</b>		<b>Financial Bid:</b>	
	a	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) as per Annexure – I.	
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### 5. Special Conditions of EOI:

- a. No advance will be paid to the bidder, even though ITI is eligible to get advance from the customer being a front end bidder.
- b. The selected bidder, who has partnered with ITI for a particular tender/ project shall not partner with any other lead bidder for the same tender/project
- c. If the bidder is selected, during the final tender submission, the margin offered to ITI shall not be less than the quoted price.
- d. The estimated project amount stated in this document is provisional and subject to revision during the actual bidding process. Consequently, the bidder's quoted amount may also fluctuate (increase or decrease).
- e. The work order for the actual RFP will be awarded based on the ratio of the bidder's quoted amount to the revised estimated project value, as compared to the initial estimated value stated in this document.

### 6. Other Terms and conditions:

- a. Confidentiality
  - i. All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Procuring Entity to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract are confidential.
  - ii. If advised by the Procuring Entity, all copies of such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

### 7. Transparency

All procuring authorities 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, equal opportunities in processes.

### 8. Fall Clause:

Fall clause is a price safety mechanism in rate contracts. The fall clause provides that if the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods or services following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly.

The provisions of fall clause will however not apply to the following:

- Export/Deemed Export by the supplier;
- Sale of goods or services as original equipment prices lower than the price charged for normal replacement;

- Sale of goods such as drugs, which have expiry date;
- Sale of goods or services at lower price on or after the date of completion of sale/placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodies.

## **9. Price Variation**

A suitable price variation formula should also be provided in the tender documents, to calculate the price variation between the base level and scheduled delivery date.

## **10. Risk Purchase**

If the empanelled partner fails to adhere to the quality norms, delivery schedules and other terms and conditions contained in this Tender after acceptance of purchase order and if no agreement is reached on the revised delivery schedule maximum up to 15 Business Days, then buyer shall have the liberty to procure the material from an alternate source at the Empanelled partner's risk and cost, and the Empanelled partner shall be liable to make good the loss incurred by Buyer in this process

## **11. Indemnity:**

The empanelled partner 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 All terms and conditions of the customer tender/PO will be applicable to the empanelled partner on back to back basis without affecting the margin of ITI.

## **12. Arbitration:**

Any dispute arising out of this EOI shall be settled and resolved by any such Authorized person appointed by Chairman and Managing Director of ITI Limited.

## **13. Set Off:**

Any Sum of money due and payable to the supplier under this contract may be appropriated by the purchaser or any other person contracting through the ITI and set off the same against any claim of the purchaser for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the purchaser.

**14.** The interested partner may like to discuss the customer tender related information, EOI Bidding Conditions, Bidding Process and clarifications, if any with the Deputy General Manager-Marketing

## **15. Intellectual Property Rights:**

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

**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 bidder selected partner/OEM at latter's cost and expenditure.

**18. 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. ITI will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.

**19.** Purchaser's Right to accept any bid and to reject any or All Bids or to cancel the EOI: ITI Limited 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 purchaser's action.

**20. Amendment of EOI:**

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 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 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.

**21. 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.

**22. Accessibility of EOI Document:**

Complete EOI document with terms and conditions is provided in the following websites

- <http://www.itiltd.in>
- <https://itilimited.euniwizarde.in>
- <http://eprocure.gov.in>.



**Annexure - I 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 UP Govt / PSU/ organized sector in India
2. To work with ITI as per this EOI and Customer Tender terms and conditions. Also, we agree to implement the project (scope of work as per Tender terms and conditions including investment) covering Warranty& post-warranty services, maintenance etc., in the event of ITI winning the contract on back-to- back basis.
3. To submit Security Deposit of 5% per transaction to customer/ITI (as decided by ITI),
4. that we will be equipped with the required manpower with qualifications, certifications and experience as mentioned in the customer tender.
5. to get required certificate& support (warranty & post-warranty/maintenance) in the name of ITI from the OEM as per customer tender requirement.
6. To obtain relevant statutory licenses for operational activities.
7. to sign MoU /Teaming Agreement, Integrity Pact with ITI for addressing the customer tender as per customer's tender terms and conditions.
8. to indemnify ITI from any claims / penalties/ statutory charges, liquidated damages, with legal expenses etc. as charged by the customer.
9. to support the offered equipment for a minimum period of 10 years including warranty and AMC or as per customer tender conditions.
10. To supply equipment / components which conform to the latest year of manufacture.
11. 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 financial years (Rs in Cr)	2021-22	2022-23	2023-24
5.	IT Turnover for 3 financial years (Rs in Cr)	2021-22	2022-23	2023-24
6.	Positive Net Worth as on 31.03.2024			
7.	Date of Incorporation,			
8.	GST Registration number			
9.	PAN Number			
10.	CIN Number, if applicable			
11.	Number of manpower in company's rolls			
12.	Work Experience details: <b>Annexure IV</b>			
13.	Certifications details like, CMM LV-3, ISO, etc.			

**Annexure-III**  
**Compliance Statement**

S.No	ClauseNo.	Clause	Compliance(Complied/Not Complied)	Remarks with Documentary Reference

**Annexure- IV**  
**Project Experience:**

S.No	Name of project	Value	Name of customer	Attached Documentary Proof

Annexure - VPRE-CONTRACT INTEGRITY PACTGENERAL

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:

BIDDER

Chief Executive Officer

M/s -----(address)

Place:

Date:

Witness:

1.

2.

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.

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