



**ITI Limited**  
**MSP-Kerala**  
**Pattathil Building, First Floor**  
**Vidhya Nagar, Panampilly Nagar**  
**Kadavanthara P.O.**  
**Kochi-682 020.**  
**CIN No: L32202KA1950GOI000640**

**Ref: MSP-Kerala/EOI-103(20-21) Date: 16/10/2020**

**ITI Limited Inviting Expression of interest (EOI) for Selection of Partners for the following scope of work.**

**Due Date for Submission of EOI is 20/10/2020 before 2.00 PM.**

<b>A</b>	<b>Technical Bid</b>	
1	Scope of Work	<b>Empanelment of Partners for Supply and laying of HDPE pipes, drawing Fibre Optic cables including all associated communication equipment-supply and installation.</b>
2(i)	Eligibility Criteria of Applicants	
	A.	Undertaking for willingness to work with ITI as per customer tender/EOI etc. and terms and conditions.
	B.	The bidder must be registered / incorporated under Indian Companies Act, 1956 or other relevant Act/Rules and should have a base in India for at least three years. <b>Support Documents to be Submitted:</b> Certificate of incorporation Memorandum and Articles of Associations to be attached.
	C.	-NA-
	D.	-NA-
	E.	Bidder should have an average turnover of Rs.2 crore during the last 3 financial years. Audited statements to be furnished.
	F.	The Bidder should have executed similar projects during the last seven years .for Govt Institutions. Documentary evidence such as Purchase Order copies and completion certificates to be furnished, especially from Government Agencies / PSUs.
	G.	-NA-
<b>2(ii) 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. (2016-17, 2017-18 & 2018-19) and CA certificate.	
e.	Positive Net Worth Certificate (2016-17, 2017-18 & 2018-19).	
f.	-NA-	
g.	Undertaking as per clauses 2(i) A in company letterhead.	

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.
m.	Bidders Details as per Annexure I
n.	-NA-
o.	Supporting / Compliance documents as per 2(i) A,B,C,D,E,F,G

	Financial Bid	
2(iii)	a.	Consolidated Margin Offered (Scope of work is as per the customer tender) in percentage (%) on ITI billing value (Excluding Taxes) to be submitted separately in sealed cover (Please also refer to note 8 below)

**Note:**

1. Technical bids will be opened on **20/10/2020 at 3.00 PM.**
2. **The bids should be spiral bounded and each page should be serial numbered.**
3. Selected Bidders will be empanelled as Partners of ITI Limited for Kerala & Karnataka regions for a period of two years. Beyond that period, extension may be given based on performance/ business done.
4. Conditional offers are liable for rejection.
5. Payment to the successful bidder shall be made 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.
6. The vendor to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc. as charged by the customer.
7. 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 at the later's cost and expenditure.
8. **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 outcome of the EOI process.
9. **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.

10. **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.
11. ITI will not consider any or all of the bids, if they are not meeting EOI requirements.
13. For tenders involving ITI manufactured products, ITI will provide the required quotes etc.
14. ITI reserves the right to undertake the supplies up to 50% of the order quantity.
15. ITI reserves the right to undertake services likes installation and commissioning activities, Annual Maintenance Contract (AMC) etc. up to 50%.
16. 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.
17. All activities like Proof of concept on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of agencies.
18. Bidders should be willing to impart required training to ITI engineers for undertaking services & execution of project.
19. Bidders will be responsible for any shortcoming in the Bill of Material (BOM) and the same should be rectified free of cost.
20. Bidders should be willing to provide Transfer of Technology (ToT) for manufacture of offered products in ITI.
21. Bidders should be willing to sign an exclusive agreement with ITI for smooth execution of the project.
22. All commercial terms will be as per the Customer RFP/PO.
23. Earnest Money Deposit (EMD) / Bid security required for submitting the bid shall be borne by the selected agency.
24. All CVC circulars/ statutory guidelines as applicable needs to be followed.
25. Performance Bank Guarantee (PBG) will be shared among all the executing agencies depending upon the ratio of order value.

The EOI may be sent in a sealed cover mentioning that–

**“Expression of Interest for Empanelment of Partners for Supply and laying of HDPE pipes, drawing Optical Fibre cables including all associated communication equipment-supply and installation.**

**Ref: MSP-Kerala/EOI-102(20-21) Date: 16/10/2020**

and to be submitted to the following address on or before 2.00 PM on 20-10-2020.

**Deputy General Manager  
ITI Limited, MSP-Kerala  
Pattathil Building, First Floor  
Vidhya Nagar, Panampilly Nagar  
Kadavanthara P.O.  
Kochi-682 020.  
PhNo. : 0484-2967601  
Mob-99165 99219.  
Email ID: udaya\_nsu@itilttd.co.in.**

### **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)	2016-17	2017-18	2018-19
5.	Date of Incorporation			
6.	GST Registration number			
7.	PAN Number			
8.	CIN Number, if applicable			
9.	Number of technical manpower in company's rolls			

## **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, 'organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government

office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

- 2 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### 3 Commitments of BIDDER

- 3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

- a) The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, 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, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- b) The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, 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 disfavor to any person in relation to the contract or any other contract with the Government.
- c) BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- d) BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.
- e) The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such, intercession, facilitation or recommendation.
- f) The BIDDER either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- g) The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- h) The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- i) The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- j) The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- k) The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- l) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- m) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### 4 Previous Transgression

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

#### 5 Sanctions for Violations

- 5.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -
  - a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - b) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.



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

## 6 Independent Monitors

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

## 7 Facilitation of Investigation

- 7.1 In case of any allegation of violation of any provisions of this Pact or payment of

commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8 Law and Place of Jurisdiction

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

9 Other Legal Actions

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

10 Validity

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

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

11 The parties hereby sign this Integrity Pact.

BUYER  
Name of the Officer.  
Designation  
ITI Limited (address)  
Place:  
Date:

BIDDER  
CHIEF EXECUTIVE OFFICER  
M/s .... (address)  
Place:  
Date:

Witness:

1. ....  
2. ....

1. ....  
2. ....