

NOTICE INVITING EOI
FOR
OPERATION & MAINTENANCE OF HIMACHAL PRADESH STATE
WIDE AREA NETWORK (HIMSWAN) FOR 5 YEARS



EOI No: Ref: ITI/MSPCHD/HP/HIMSWAN
Date of Issue: 18.12.2024
Issued by: Mandeep Singh, AM MSP Chandigarh

ITI Limited
(A Govt. of India Enterprise)
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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 Back-End Partner for Operation & Maintenance Of Himachal Pradesh State Wide Area Network (HIMSWAN) For 5 Years**. In this connection ITI Limited, invites sealed Expression of Interest (EOI) from eligible bidders as a SI for addressing the above tender opportunity and implementing the project as per their scope of work finalized with ITI.

2. Important Dates

Date of EOI Upload	18.12.2024
Due Date for Submission of EOI	24-12-2024, upto 11.00 AM
Technical Bid Opening	24-12-2024 at 11.30 PM
Tender Fee	<u>Rs. 10000/-</u>
EMD	<u>Rs. 1,25,00,000/- (One Crore Twenty-Five Lakh Only)</u>
ITI Bank Details	For the deposition of EMD amount : The Bank Details of ITI Limited for NEFT/RTGS/Net Banking is as below: Online RTGS/ NEFT Bank: Bank of Baroda, KG Marg MICR: 110012021 IFSC: BARB0CURZON A/C No.: 06230500000010
Performance Guarantee	PBG will be charged as per customer's terms and conditions.

Duration of PBG required	As mentioned in Customer's RFP + 1 month
ITI Contact Person	Mandeep Singh(AM) Emailid:- mandeeps_mspchd@itilttd.co.in Mob:- 9041385866

3. Scope of Work

The scope of work shall include the following:

***Operation & Maintenance Of Himachal Pradesh State
Wide Area Network (HIMSWAN) For 5 Years***

For detailed scope of work & technical specification and Bill of Material pl. refer tender documents, amendments & corrigendum; Tender details references are as below:

Tender Id: **2024_DIT_95883_1**

Tender Reference Number : **DIT-F05(1)/1/2017-IT SECTION (E-1010)**

Website: hptenders.gov.in

All the terms and conditions of customer RFP/amendments/corrigendum will be applicable on fully back to back basis, without any deviation. An undertaking in this regard is to be submitted along with bid.

4(i) Eligibility Criteria of Applicants	
a	<u>Company Profile:</u> The bidder shall be a company incorporated/registered in India under the Companies Act 1956/2013/Proprietorship/Partnership Firm/Limited Liability Partnership (LLP). The bidder should be an OEM/System Integrator of similar work.
b	The bidder should have average annual turnover of Rs. 45 crores for the preceding last three financial years (from similar activities) i.e for year 2021-22, 2022-23 and 2023-24 duly certified by registered Chartered Accountant.
c	The bidder should have positive Net Worth of 10 Cr.CA Certificate for Net Worth must be provided.
d	<ul style="list-style-type: none"> • The Bidder should have experience in maintenance or implementation of Networking Projects (WAN) during the last five years: <ul style="list-style-type: none"> (i) One project worth Rs. 7.5 crores (including 75 WAN nodes) or,

	ii. Two projects worth Rs. 3.5 crores (including 35 WAN nodes) or, iii. Three projects worth Rs. 2.5 crores (including 15 WAN nodes) each <ul style="list-style-type: none"> • The Bidder should have Experience in System Integration, Network Service & Operation & Maintenance for the last 3 years. • The Bidder should have Experience in Implementation of Network Operating Centre / Network Data Centre project in the last 3 years (before the date of bid submission) worth minimum of Rs. 2.5 crores.
f	The bidder should have a registered number of following: - <ul style="list-style-type: none"> • PAN • GST
g	Power of Attorney OR Authorization letter: The signatory signing the bid on behalf of the bidder should be duly authorized by the Board of Directors / Partners of the bidder to sign the bid on their behalf.
h	The bidder must ensure to deposit the tender fees and EMD.
i	The Bidder should hold valid certificates for ISO 9001/ISO- 20000 /ISO-27001
j	Blacklisting Self Declaration - The bidder shall submit the undertaking that the bidder: - <ul style="list-style-type: none"> • Has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason. • Has not been ever insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons. • And their directors, partners and officers not have been convicted of any criminal offense related to their professional conduct or the making of false statements or misrepresentations as to their qualifications within a period of three years as on date of submission of bid or not have been otherwise disqualified pursuant to debarment proceedings.
k	The Bidder to bring OEM for different equipment who meets the OEM eligibility criteria as per customer tender requirement. Undertaking in this regard to be submitted
l	Bidder should undertake to comply all the tender requirements including technical specifications
m	Bidder should submit write up on Implementation Plan and capability (technical and financial) on how the project will be executed by the bidder

	n	<p>Bidder should submit self-certificate with proper contact detail of clients along with PO reference and amount supplied (Details of End User - Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.). The same should be issued by authorized signatory of bidder.</p> <p>ITI reserves the right to verify the correctness of the client certificates (PO Copies/Work orders) and any other information submitted by the bidder in his offer.</p> <p>In case of any wrong information submitted by bidder, the bid will be rejected and subsequently the bidder will be blacklisted from doing any business with ITI Limited.</p>	
	o	<p>OPTION CLAUSE:</p> <p>A self-certificate that “The Purchaser reserves the right to increase or decrease the quantity to be ordered upto 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.”</p>	
	p	<p>Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)</p>	
	q	<p>Certificates</p> <p>Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the customer Bid document, ATC and Corrigendum if any.</p>	
	r	<p>Certificates</p> <p>The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.</p>	
	s	<p>Manual bids will not be accepted.</p>	
	t	<p>The Bidder should have adequate financial resources or should have sufficient Reserves as per the Audited financial statement to undertake the contract & Letter of credit /Solvency certificate of minimum 30% bid value.</p>	
4(ii)	Gen	Please provide compliance for the following clauses	Compliance
	eral		Yes / No
1		ITI reserves the right to quote & supply ITI manufactured products (in full or partial quantity) if BOM of Tender/Project contains ITI manufactured products.	
2		ITI reserves the right to undertake the supplies up to 50% of the order quantity	

3	ITI reserves the right to undertake services likes installation and commissioning activities, Annual Maintenance Contract (AMC) etc. up to 50%	
4	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)	
5	All activities like Proof of concept on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of bidders	
6	Bidder should be willing to impart required training to ITI engineers for undertaking services & execution of project (if applicable)	
7	Bidder will be responsible for any shortcoming in the BOM and the same should be rectified free of cost	
8	Bidder should be willing to provide ToT for manufacture of offered products in ITI if the bidder is an OEM. Bidder/OEM shall give an undertaking for doing contract manufacturing of their proposed product at ITI manufacturing plant.	
9	Bidder should be willing to sign an exclusive agreement with ITI for smooth execution of the project.	
10	All commercial terms will be as per the customer Tender/PO on back-to-back basis.	
11	PBG will be taken from back-end partner, once ITI will be declared L1	
12	Performance Bank Guarantee (PBG) required for the bid will be borne by the selected bidder.	
13	Security Deposit required for the bid will be borne by the selected bidder.	
14	Delivery Schedule: Delivery Schedule as per the customer Tender/ PO on back-to-back basis.	
15	LD Clause: LD shall be as per ITI Clauses (<i>@ 0.5% of order value per week or part thereof subject to a maximum of 10% of the undelivered portion/ the order value (if the item(s) cannot be used unless full supply is made) or to cancel the order and purchase the materials from alternative source at the risk and cost of the supplier</i>) OR as per the	

	customer PO/tenderclause whichever is higher.	
16	Payment Terms: a) Payment terms will be as per customer tender and will be done through an Escrow account on back-to-back basis. b) Payment to the vendor shall be done after deduction of all <ol style="list-style-type: none"> i. LD/recoveries imposed by customer (if any) ii. ITI's margin No advance payment shall be released for any work.	
17	The bidder shall give an undertaking for the following: <ol style="list-style-type: none"> a. To extend a fully back-to-back partnership b. To support ITI as a SI 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. d. To make all arrangements and carry out Proof of Concept (PoC)/NCNC at bidder's cost (If applicable) 	
4(iii)	Checklist of documents/information to be submitted:	
	a. Company Profile	
	b. Certificate of Incorporation as per clause a of 4(i)	
	c. Memorandum & Articles of Association	
	d. The bidder should have average annual turnover of more than Rs. 5 crores for any three of last five financial years reported i.e. till FY 2021-22 duly certified by registered Chartered Accountant as per clause b of 4(i)	
	e. Proof of positive net worth in last financial year(2022-23) as per clause c of 4(i)	
	f. PO & Client certificate in this regard shall be submitted for proof of experience as per clause d of 4(i)	
	g. Undertaking as per clauses 4(i) k, l, m & n (whichever applicable) and 4(ii) 8 & 17 in company letter head	
	h. GST Registration Certificate or valid exemption certificate as per clause f of 4(i)	
	i. Copy of PAN Card as per clause f of 4(i)	
	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) as per clause g of 4(i)	
	l. Undertaking in letter head to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.	
	m. Undertakings in Company letter head as per Annexure I	

n.	Bidders Details as per Annexure II
o.	Clause by clause compliance of EOI terms with references to supporting documents as per Annexure III
p.	Pre-Contract Integrity Pact as per Annexure-IV 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”
q.	Bid security declaration annexure -V (if applicable)
r.	Brief technical literature of the offered equipment
s.	MAF as per clause e of 4(i)
t.	Blacklisting Self Declaration as per clause j of 4(i)
u.	The bidder should give an undertaking on the company’s letter head that all the documents/certificates/information submitted by them against this NIT are genuine.
v.	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
w.	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.
x.	Copies of certifications sought by customer in their RFP
y.	ISO Certificates : The Bidder should hold valid certificates for ISO 9001/ISO-20000/ISO-27001 as per clause i of 4(i)
z.	Proof of tender fees and EMD as per clause h of 4(i)
aa	All the applicable annexures of end customer tender duly filled & signed (along with supporting documents) to be submitted by the bidder.
ab	Any other documents mentioned in the customer tender.
ac	Complete EOI and customer tender document digitally signed, stamped and complied on each page by the bidder be uploaded.
ad	Conditional bids will not be entertained and summarily rejected. Only online bids on https://itilimited.euniwizarde.com portal will be accepted and no physical bids will be accepted.

	ae	When notified by the Procuring entity to the supplier/ bidder/ selected bidder bids for specified article. If any. shall be accompanied by one set of samples of the articles bid. where asked for, properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples.
	af	Option Clause Undertaking as per clause no o of 4(i)
	ag	Undertaking as per clause no t of 4(i)
	ah	certificates as per clause no q & r of 4(i)
	ai	Undertaking as per clause no p of 4(i)
4(iv)	Financial Bid	<p>Price and Margin Bid Format:</p> <p>A - Submit Lump sum 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 as a percentage of A</p> <p>C - Absolute value of Margin = A*B</p> <p>D - Overall Quoted price = A-C</p> <ul style="list-style-type: none"> • During evaluation bidders with least “D” will be considered as L1 • The bid having higher value of “B” will be selected in case of tied D • If the bidder is selected, during the final tender submission, the price to be quoted shall not be more than price “A” and the margin offered to ITI shall not be less than “B” <p>Note: SoR & SoW as per Tender document (Please also refer note 10, 11 & 12 below)</p>

Special Conditions of EOI:

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

Note:

1. 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

<https://itilimited.euniwizarde.com> to understand the entire e-Tendering Process and follow the Registration and Bidding Process on <https://itilimited.euniwizarde.com> as defined in the document. In case of any clarifications on e-tender portal, bidders may contact the portal administrators of <https://itilimited.euniwizarde.com>.

2. The Technical Bid and financial bid shall be uploaded in e-procurement site of ITI Limited (<https://itilimited.euniwizarde.com>). For submission of online bid and procedure to be followed, visit <https://itilimited.euniwizarde.com>.
3. ITI's Tender document can be downloaded from ITI web site www.itilttd.in or CPP portal www.eprocure.gov.in. For uploading the bid proposal, all vendors have to register in our eProcurement portal (<https://itilimited.euniwizarde.com>) .When submitting the bid please state the tender ID.
4. Any clarifications regarding the tender can be obtained from - “Any corrigendum/addendum/errata in respect of the above tender shall be made available at our official website www.itilttd.in. / CPPP or <https://itilimited.euniwizarde.com>. No further press advertisements will be given. Hence, all bidders are advised to check the ITI ltd website regularly” and Helpdesk:
 - a) Mr. Chander Man Singh, CM,
Mobile No: 9891512962
e-Mail: cmsingh_rodell@itilttd.co.in
 - b) **Mr. Mandeep Singh, AM;**
Mobile No: +91-9041385866
e-mail: mandeeps_mspchd@itilttd.co.in
5. Technical bids will be opened at **11.30 AM on 24.12.2024**
6. Financial Bid opening will be done after the evaluation of Technical bid (Only for technically qualified bidders).
7. Bid should be valid for a period of 180 from the date of opening of EOI response.
8. Conditional offers are liable for rejection.
9. The Bidders should give Clause by clause compliance of EOI with references to supporting documents; otherwise the offers are liable for rejection.

10. 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.
11. Margin offered should be firm throughout the contract irrespective of reason, what so ever, including the exchange rate fluctuation.
12. SI will be selected on the basis of 4(iv).
13. **Indemnity:** 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. **Arbitration:** Any dispute arising out of this Agreement shall be settled and resolved as per the dispute resolution and arbitrations clause agreed between the Parties under the main Contract.
15. **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.
16. The interested SI may like to discuss the customer tender related information, EOI Bidding Conditions, Bidding Process and clarifications, if any with the **Mr. Mandeep Singh**; Mobile No: +91-9041385866 e-mail id:- mandeeps_mspchd@itilttd.co.in and obtain the complete tender document from customer website.
17. ITI will not consider any or all of the bids if they are not meeting EOI requirements.
18. Bidders participating in the EOI have to agree to sign Integrity Pact on placement of order / contract.
19. Those bidders not willing to sign Integrity Pact will not be considered for bid opening.
20. **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 commercial purpose.
21. **Late offer:** Any offer received after the prescribed timeline shall be rejected and shall be returned unopened to the Companies.
22. **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.
23. 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.
24. Price negotiation will be permitted downwards only and ITI profit margin negotiation will be upwards only.
25. **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.
26. **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
27. **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.
28. **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.

29. **Accessibility of EOI Document:** Complete EoI document with terms and conditions is provided in the following websites

- (i) <http://www.itilttd.in>
- (ii) <https://itilimited.euniwizarde.com>
- (iii) <http://eprocure.gov.in>
- (iv) Gem Portal



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 UT 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 EMD and Performance Bank Guarantee to customer/ITI (as decided by ITI) as per Customer Tender terms & conditions.
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 period as asked in customer bid documents.
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 3 financial years (Rs in Cr)	2020-21	2021-22	2022-23
5.	IT Turnover for 3 financial years (Rs in Cr)	2020-21	2021-22	2022-23
6.	Net Worth as on 31.03.2023			
7.	Date of Incorporation			
8.	GST Registration number			
9.	PAN Number			
10.	CIN Number, if applicable			
11.	Number of technical manpower in company's rolls			

Annexure-III

Compliance Statement

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





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 onday of 2023

BETWEEN:

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

M/s represented byChief Executive Officer (hereinafter called the bidder(s)/Contractor(s)), which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the bidder/contract ON THE SECOND PART.

Preamble

WHEREAS the Principal intends to enter into an MOU of partnering business opportunities of common interest and able to generate synergies in execution of such business for (name of the Stores / equipment / items). The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will monitor the EOI process and the execution of the contract for compliance with the principles as mentioned herein this agreement.

WHEREAS, to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact the terms and conditions of which shall also be read as integral part and parcel of the EOI Documents and contract between the parties.

NOW THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS STIPULATED IN THIS PACT THE PARTIES HEREBY AGREE AS FOLLOWS AND THIS PACT WITNESSETH AS UNDER:

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Principal, personally or through family members, will in connection with the EOI for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
- b. The Principal will, during the EOI process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the EOI process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/ additional information through which the bidder(s) could obtain an advantage in relation to the EOI process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons. If the principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Actor if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER / CONTRACTOR

2.1 The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the EOI process and during the execution of the contract.

- a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the EOI process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever (during the EOI process or during the execution of the contract).
- b. The bidder(s)/contractor(s) will not enter with other bidders/ contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s) f Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

SECTION 3 – DISQUALIFICATION FROM EOI PROCESS & EXCLUSION FROM FUTURE CONTRACTS

If the Bidder(s)/Contractor(s), during EOI process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/Contractor(s) from the EOI process.

If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future EOI/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

The Bidder(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack

of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.

A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.

The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however the Bidder(s)/Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.

On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not be entitled for any compensation on this account.

Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/Contractor(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

SECTION 4 – PREVIOUS TRANSGRESSION

- 4.1 The Bidder(s)/ Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/ transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the EOI process.
- 4.2 If the Bidder(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the EOI process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section- 5 of this Pact.

SECTION 5 – COMPENSATION FOR DAMAGE

- 5.1 If the Principal has disqualified the Bidder(s)/Contractor(s) from the EOI process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equivalent to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.
- 5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or

demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.

6.2 The Bidder(s)/Contractor(s) undertakes to get this Pact signed by its subcontractor(s)/sub-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 subcontractor/ 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 ITI are as under:

IEM - I

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

IEM - II

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

- 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 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 extent 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 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.

12.4 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.

12.5 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.



Annexure - V**BID SECURITY DECLARATION**

To,
ITI Limited (A Govt. of India Enterprise) BC Office,
1St Floor, Core-6, Scope Complex,7-Lodhi Road, MSP-Delhi -110003

Date:

Subject: Bid Security Declaration EOI NO: ----- DATED ----- Procurement of:
----- e-Tender Id: -----

1. I/We have downloaded/obtained the Tender document(s) for the above mentioned Tender/Work. I/We, undersigned declare that:-
 - (a) I/We will not modify/withdraw our bid and will not impair or derogate from the Bid in any respect within the period of validity of the bid as mentioned in the tender.
 - (b) I/we will furnish the Performance Security for the due performance of the contract as asked in the tender.
 - (c) I/we will not refuse to accept/execute the contract.
 - (d) I/we accept that I/We may be disqualified from bidding for any contract for the period as decided by the competent authority for breaching of any obligations/declaration as mentioned above.
2. Further, this Bid security declaration will remain in force upto and including 120 days after the period of bid validity.
3. I/We certify that all information furnished by our Firm is true & correct in all respect.

Yours Sincerely,