

ITI LIMITED
(A Govt. of India Undertaking)



EOI DOCUMENT FOR

**Selection of System Integrator (SI) Partner for CGSDC2.0 Project
in the State of Chhattisgarh**

**Eoi Notice No:ITI/MSP/LKO/2024/CGSDC2
Date:13-11-2024**

Chief Manager
ITI Limited, MSP-UP
ITI Bhavan, TC-18V, Vibhuti Khand
Gomti Nagar, Lucknow- 226 010, India
Phone: (0522) 272-0301, 0302, 0305
Email: head_mspup@itild.co.in
Website: www.itild.in



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EOI NOTICE

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Date: 13-11-2024.

ITI Limited invites **ONLINE** bid in TWO COVER STSTEM (**Technical & Financial**) from eligible bidders which must be valid for a minimum **period of 180 days** from the date of bid opening for following items:

Scope of Work	Selection of System Integrator (SI) Partner for CGSDC2.0 Project in the State of Chhattisgarh
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Interested parties may view and download the tender document containing the detailed terms & conditions at free of cost from the websites

<https://itild.euniwizarde.com>

OR <http://itild.in> or <https://eprocure.gov.in>

The ONLINE bid is to be submitted in <https://itilimited.euniwizarde.com> only.

The helpdesk nos. for online bidding: **9355030617, 9355030618,**

011-49606060

For ITI LIMITED

Chief Manager

Subject: Expression of Interest (EoI) : Selection of System Integrator (SI) Partner for CGSDC2.0 Project in the State of Chhattisgarh

We as a Govt. of India Undertaking organization under the Ministry of Communication & IT engaged in ICT business along with other diversifying business areas.

This EOI/RFP/Tender is aimed at identifying suitable Commercial Organization as a 'Consortium Member' having adequate strength in the above field.

The 'Consortium Member' (SI) shall act as an OEM/Consortium Member of ITI to execute the project in India. All mission critical activities would be managed and supervised by ITI through its experienced Managers and qualified Professionals in the respective areas.

With this vision and commercial objective, sealed bid is invited for the above-mentioned work. The Sealed Technical and Financial proposal under Two Cover-System may be submitted by the Bidder(s). It is must for the bidders to meet the Eligibility Criteria as mentioned in the EoI/RFP/Tender document.

The interested parties may collect the EoI/RFP/Tender document upon submission of EoI/RFP/Tender Document Cost to ITI by person or the same can be downloaded from the website and the said cost may be submitted along with the bid at the time of submission of offer.

Few important points & timelines are being furnished hereunder.

Sl. No.	Important Points / Timelines	Details
1	EoI/RFP/Tender Enquiry Authority	Chief Manager ITI Limited, MSP-UP ITI Bhavan, TC-18V, Vibhuti Khand Gomti Nagar, Lucknow- 226 010, India Phone: (0522) 272-0301, 0302, 0305 Email: head_mspup@itilttd.co.in
2	Contact Person for the clarification of EoI/RFP/Tender Document	Shri Arun Kumar Singh Chief Manager (MSP-Lucknow)9935549822 / (0522) 272-0305
3	Tender Type (Open/Limited)	OPEN TENDER
4	No. of Cover/Packet	Two Cover System
5	Tender Category (Goods/Services/Works)	works

6	Payment Mode (Online/Offline)	Online
7	EoI/RFP/Tender Document Cost (inclusive of GST)	Rs. 5000.00
8	EMD Amount	INR 3 Crore/- (Rupees Three Crore only)
9	Solvency	Rs. 10 Cr.
10	Estimated Value of Enquiry	Rs.100 Cr. (Approx.)
11	Due Date, Time & Place for Sale of EoI/RFP/Tender Document	20-11-2024 / 13:00 Hrs. / ITI Limited, MSP-UP, Lucknow.
12	Due Date, Time & Place for Opening of Technical Bid	20-11-2024 / 16:00 Hrs. / ITI Limited, MSP-UP, Lucknow.
13	Due Date, Time & Place for Opening of Financial Bid	Will be intimated in due course of time.

In order to get the clarity of the scope of work / terms & conditions, the bidders are requested to go through the whole EoI/RFP/Tender document and other project related requirements carefully. An explicit understanding of the requirement is rather essential for arriving at commercial assessment by the prospective bidders.

The selected bidder who is to play the role of a 'System Integration Associate (SIA)' has to enter in to a Contract with ITI Limited to forge a case-specific business alliance (under sole investment business model) for arranging the requisite bidding inputs.

This EoI/RFP/Tender is being issued with no financial commitment and the response to this EoI/RFP/Tender shall not be assumed as mandatory for short listing of the vendor for giving the work.

Chief Manager
MSP-UP-NZ-II

(A) Introduction & Project Background:

ITI Limited (ITI) is a Public Sector Undertaking which functions under the aegis of The Ministry of Communications and IT, Government of India.

We at MSP-UP, Lucknow (which is part of the Corporate Marketing Department located at Bangalore) are engaged in the business of Telecom / ICT and e-Governance projects implementation, Supply of Hardware and Software and the services related with these items.

ITI is interested in addressing some of the prospected business opportunities where it is strongly positioned by virtue of its 'PSU Status', proven 'Project Management Capabilities' and rich Relevant- Experience. ITI is looking for business association from reputed Consortium Members/ OEMs who can assist ITI to win the business and ultimately help ITI in the execution of the project.

The objective of this Invitation for submission of bid is to identify a System Integration Associate (**SIA**) to address a particular 'Business Opportunity' / a kind of 'Business Opportunity' which has emerged or under process to emerge from Chhattisgarh Infotech Promotion Society (CHiPS) for Selection of Master System Integrator (MSI) for CGSDC2.0 Project in the State of Chhattisgarh. The prospective customer has already published/disclosed its broad requirement which is to be responded with the submission of Techno-commercial Proposal / Bid.

The selected bidder who is to play the role of a 'System Integrator' has to enter in to a contract with ITI Limited to forge a case-specific business alliance for addressing the opportunity as per the guidelines and process set by the end customer.

During the bidding process, the vendor is supposed to provide the requisite Techno-commercial inputs to ITI as per the Requirements/Specifications/Expectations/Scope of Work of the prospective customer to win a commercial-favor in terms of award of order to ITI.

In the event of the award of an order to ITI, the selected business associate would act as a SI/ Vendor to implement the project for which a separate 'Purchase Order' would be placed on the selected SI or ITI may follow the procedure as and guidelines as set by the end customer.

(C) Eligibility Criteria of the Bidders:

The bidders are to fulfill the following eligibility criteria **and submit documentary proof in this regard :**

Sl. No.	Eligibility Criteria	
1	General	This is an Open tender applicable for Bidders having experience in similar field.
		The bidder must not be BLACK LISTED by any Govt. department/ PSU (State or Central)/ Autonomous Institution as on date of bid/EOI submission. (Declaration on letterhead required as per Annexure-C)
		The bidder must submit certain declarations as per Annexure-D without which bid would not be considered for evaluation.
2	Financial Capabilities	The bidder must have executed a project of Average Annual Turnover of the bidder (For 3 Years)/ 200 Cr (s). Bidder should have experience in similar assignments with the following work order quantities in last 5 years for Government organization.
		The Bidder must have a net worth not less than INR 300 Cr in the financial year (FY 2022-23) For the purpose of this RFP, net worth shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation
3	Experience	The bidder should have been awarded at least one smart city /ICT/Smart IOT/Utility (with Software and IT hardware) project of value not less than 50 Cr. (ICT project shall be Intelligent Public System Integration/Transport System / Intelligent Traffic System/ IT infrastructure projects/Infrastructure Project /Smart IOT Project (Work Order from end client need to be submitted, ongoing works will be considered)
4	Certifications	The bidder must have following certifications: 1. ISO 9001:2008 2. ISO 27001 OR 3. CMMI Level 3
5	Local Presence	The Bidder should have Local Presence in CHATTISHGARH. If the bidder does not have any local presence as on the date of bidding, then an undertaking is to be submitted confirming the posting of resident engineers at Project Site within 15 days from the date of order placement if the business opportunity gets matured in favor of ITI against this EoI/RFP/Tender.

(D) Technical Criteria of the Bidders:

		Performance Area	Scoring Criteria
A.		Experience & Size	
1.	<i>Company Profile</i>	The MSI/Bidder must be incorporated and registered in India under the Indian Companies Act 1956 or 2013, or a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 and should have been in operation in India for a minimum of five years as on 31.03.2024. The MSI must be registered with appropriate authorities for all applicable statutory duties/taxes	<ol style="list-style-type: none"> 1. Copy of certificate of Incorporation/Registration under Companies Act 1956/2013 (for Indian companies) 2. Copy of GST certificate 3. Copy of Registration certificate 4. Copy of PAN Card 5. Copy of certificate in case of name change
2	<i>Company Financial Profile</i>	MSI/Bidder must have average annual turnover of at least INR 300 crores from IT/ITES business for last three audited financial years (i.e. FY 2021-22, 2022-23, 2023-24) And MSI/Bidder should have a positive net worth as on bid submission date	<ol style="list-style-type: none"> 1. Copy of audited profit and loss account and balance sheet for latest three financial years (FY 2021-22, 2022-23, 2023-24) 2. Certificate from Statutory Auditor with UDIN and stamp for both average annual turnover and positive net worth
3	Data Centre Experience	MSI/Bidder should have established /implemented Data Centre projects for Central / State Governments, PSUs, PSEs in India in the last five (5) years: a. One project of value INR 60 Corers or more; or b. Two projects each having minimum value of INR 50 Crores or more; OR c. Three projects each having minimum value of INR 40 Crores or more The Data Centre project consisting of Supply, Installation, Testing and Commissioning (SITC) of IT components such as server, storage, backup system, network, cyber security equipment for the Data Centre; NonIT components including installation, commissioning of any of these Electrical Distribution & Lighting, DG sets, Precision AC/Chiller Plant, UPS System, Fire Detection & suppression system, Access Control and CCTV, BMS System. Note: Bidder's in-house projects setup will not be considered.	<p>Certifications:</p> <ol style="list-style-type: none"> 1) ISO 9001:2008/ 2015 and ISO 27001 and ISO 20000 = 5 Marks 2) ISO 9001:2008/ 2015, ISO 27001 and ISO 20000 and CMMI Level 3 or above = 10 Marks
4	DC/DR on Cloud Hosting Experience	MSI/Bidder should have hosted and implemented Data Centre/ Disaster Recovery Centre on Public/Virtual Private Cloud/Government Community Cloud for Central / State Governments /PSUs/PSEs in India in the last five (5) years	<p>For on-going projects: 1. Work orders & Agreement highlighting scope of work. 2. Cloud hosting In progress certificates on the client letter head of the projects 3. Document evidence (Payment advice against invoices) of 50% Payment realization of the total contract value.</p> <p>For completed projects: 1. Work</p>

			orders & Agreement highlighting scope of work. 2. Cloud Hosting Completion certificates on the client letter head for the completed project also signed by the authorized signatory. 5 Helpdesk and NOC Experience MSI/Bidder should have experience of setting up and managing NOC operations, Service Desk for Central / State Governments / PSUs / PSEs in India in last 5 years Note: Bidder's in-house projects setup will not be considered For on-going projects
5	Helpdesk and NOC Experience	MSI/Bidder should have experience of setting up and managing NOC operations, Service Desk for Central / State Governments / PSUs / PSEs in India in last 5 years Note: Bidder's in-house projects setup will not be considered	For on-going projects: 1. Work orders & Agreement highlighting scope of work. 2. In progress certificates on the client letter head of the projects For completed projects: 1. Work orders & Agreement highlighting scope of work. 2. Completion certificates on the client letter head of the projects/Self-Certificate by the authorized signatory
6.	Local Presence	The MSI/Bidder should have an project office in the State of Chhattisgarh or should furnish an undertaking that the same would be established within three month of signing the contract if the project is awarded.	Self-certification duly signed by authorized signatory on company letter head.
7.	Key Certifications	The MSI/Bidder shall provide all the three Certifications valid at the time of bidding: . ISO 9001:2015 or latest certification • ISO 20000:2018 or latest certification • ISO 27001:2013 or latest certification	Copies of the valid certificates in the name of the MSI.
8..	POA	Furnishing of the Power of Attorney	Power of Attorney executed by the MSI/Bidder in favor of the duly Authorized signatory, certifying him/her as an authorized signatory for the purpose of this EOI
9.	Undertaking on Blacklisting	As on date of submission of the proposal, the MSI/Bidder, shall not be blacklisted / debarred by any State / Central Government Department or Central /State PSUs/PSEs.	The MSI Undertaking as per the format paced at Annexure 8 for this on company letter head.
10	OEM Authorization	The MSI/Bidder should submit valid letter from all the OEMs confirming the following: a. Authorization for MSI Confirm that the products quoted are not "end of life" or "end of sale products". b. Undertake that the support including spares, patches for the quoted products shall be available for defined project duration	Documentary evidence 1. Authorization letters on OEM Letter Head and 2. Manufacturer's Authorization Form (MAF) from all OEMs' in their Letterhead whose products are being quoted by the MSI need to be attached in the proposal as per format given in the Annexure 14 provided in RFP of the end customer

			tender.
11	OEM Capabilities	OEM for Server, Storage, Networking, Backup, Security must have direct or registered service partner presence in India.	An undertaking from each OEM on the direct or registered service partner presence in India.

(E) Technical Criteria of the Bidders:

- 1) The Bidder has to meet all the Eligibility Criteria to qualify for financial evaluation.
- 2) In case of two or more bidders score having same marks, the bidder with the highest Net worth will be selected.

(F) General Terms and Conditions of EoI/RFP/Tender:

The prospective bidders are advised to study the EoI/RFP/Tender document carefully. Submission of your offer/bid shall be deemed to have been done after careful study and examination of the EoI/RFP/Tender with full understanding of its implications. Failure to furnish all information required in the EoI/RFP/Tender Document or submission of an offer/bid not substantially responsive to EoI/RFP/Tender in every respect will be at the Bidder's risk and may result in its outright rejection.

The Bidder shall bear all costs associated with the preparation and submission of its Bid, including cost of presentation for the purposes of clarification of the Bid, if so desired by ITI Limited. In no case, ITI would be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering Process. ITI reserves the right, not an obligation, to carry out the capability assessment of the Bidder(s). This right inter alia includes seeking Technical-Demonstrations, Presentations, Proof of Concept and Live-site visits etc.

1	Partner of ITI	Order will be awarded to vendor only after acceptance of ITI Proposal by end customer and as per guidelines of end customer work order/agreement.
2	Non-transferable Offer	This EoI/RFP/Tender document is not transferable. Only those, who have purchased this offer document, are entitled to quote.
3	Only one Proposal	The Bidder should submit only one Bid/Offer/Proposal. If the Bidder submits or participates in more than one proposal, such proposals shall be disqualified.
4	Language of the Bid	All information in the Bid, correspondence and supporting documents, printed literature related to the Bid shall be in English. Failure to comply with this may disqualify a Bid. In the event of any discrepancy in meaning, the English language copy of all documents shall govern.
5	Clarification and Amendment in Tender	At any time before the submission of Proposals, ITI may amend the EoI/RFP/Tender document by issuing an addendum / corrigendum in writing or by standard electronic means. The addendum / corrigendum shall be sent to all contenders and will be binding on them. The Bidders shall acknowledge receipt of all amendments. To give bidders reasonable time in which to take an amendment into account in their Proposals ITI may, if the amendment is substantial, extend the deadline for the submission of Proposals.
6	Amendment to Bid	At any time prior to the deadline for submission of bids, the bidder may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, submit the Revised Financial Bid.
7	Modification and Withdrawal of Bid	No bid may be withdrawn or modified in the interval between the bid submission deadline and the expiration of the bid validity period specified in Bid documents. Modification or Withdrawal of a bid during this interval will result in the forfeiture of its bid security.
8	Validity of Offer	The offer should be valid for a minimum period of 6 months from the date of submission. The Bids valid for a period shorter than specified period shall be rejected.
9	Prices	The prices quoted by the Bidder shall be FIRM during the performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and

		rejected.
10	Deviation Clause	No Deviation from Specifications, Terms & Conditions of the tender is allowed. Quotations having deviation from our specifications, standard terms & conditions would be liable to be rejected.
11	Taxes and duties	The taxes and duties are to be clearly mentioned, if any.
12	Delivery Schedule	As per Terms and Conditions of the tender or back-to-back with end customer's requirement.
13	Insurance	Insurance of material/equipment/etc. covering loss or damage occurring while in transit from the supplier's stores until arrival at ITI/end customer's store will be scope of supplier.
14	Payment Terms	<p>a) Payment shall be released to the partner/vendor on back-to-back basis and on pro rata basis within 10 days after ITI has received its payment after the submission of necessary document like vendor Invoice, receipt acknowledgement of goods by end user etc.</p> <p>b) Other Direct Expenses will be deducted from the payment of the partner/vendor. Expenses like cost incurred by ITI towards EMD/PBG/BG/SD processing.</p> <p>c) The payment shall be done on the basis of actual supply/erection of material as certified by the end customer.</p> <p>d) No advance payment will be made during the execution of the project. In case ITI receives any advance payment, the same can be released to the partner/vendor after submission of equivalent amount of additional.</p>
15	Warranty and Comprehensive Annual Maintenance Contract (CAMC)	<p>a) Onsite comprehensive standard warranty for one year or back-to-back or as per end customer's requirement.</p> <p>b) CAMC, if awarded by the end Customer to ITI then the same shall be awarded to the successful declared bidder in this tender keeping the same percentage margin as calculated in this tender. CAMC to be done by the firm after the warranty period is over.</p>
16	Liquidated Damages (LD)	Liquidated Damages shall be levied on back- to-back basis i.e. ITI shall deduct from the payment on amount equal to the LD levied on ITI by the end customer.
17	Training	Training of customer officers/representatives will be the responsibility of the selected partner/vendor.
18	Acceptance Test Procedure (ATP)	<p>a) Vendor will conduct the Acceptance Test (AT) before handing over of the project(s) to ITI project executing division.</p> <p>b) The selected bidder will submit the following documents after the successful installation of the Project:</p> <ul style="list-style-type: none"> • The work/project completion certificate from the end customer/user. • Login ID & Passwords of installed system. • As built cable layout diagram with proper marking. • Training and operation Manual.
19	Damage to Properties	In case of any accident/damage to customer/end user properties by the vendor, full responsibility will be attributed to the vendor.
20	Contractual Period	ITI's Delivery date provided to ITI by customer. Delivery extension will be on back-to-back basis. The successful Bidder shall so organize his resources and perform his work as to complete it not later than the date agreed to.

21	Extension of Contract	On back-to-back basis.
22	Inspection Authority	All supplies will be subject to customer & ITI inspection. Vendor will have to produce the material delivery/receipt certificate certified by the customer along with its own delivery of material receipt.
23	Pre-Dispatch Inspection / Inspection Clause	Inspection may be done by ITI representative if required. ITI shall have free access to the supplier's works during testing and final inspection. Vendor shall inform Project Manager of ITI not less than one week in advance. All testing arrangements shall be the responsibility of the vendor. ITI reserves the right to inspect the material along with end customer or third party (if required) during manufacturing and/or before dispatch as per specifications and test protocols.
24	Tender Award Criteria	Bidder offering the Highest Net Revenue Share to ITI i.e. lowest landing cost of items to ITI shall be declared as the successful L1 bidder and the work shall be awarded to the successful declared (L1) bidder. And in case two or more bidders offers the same Revenue share to ITI, then the successful bidders will be decided based on highest marks secured by bidder in technical evaluation. In case two or more bidders offers the same Revenue share to ITI and secured the same score in technical evaluation then the bidder with highest Net worth shall be declared as the successful bidder.
25	Tender Document Cost	<p>In case of off-line bid submission: Tender Document Cost may be submitted in the form of DD Favoring "ITI Limited" payable at Lucknow. The above DDs must be submitted along with the offer and must reach ITI within due date and time. Otherwise, the same can be remitted through NEFT/RTGS/Net Banking. No interest shall be payable on the EMD.</p> <p>In case of on-line bid submission: Tender Document Cost must be remitted through NEFT/RTGS/Net Banking.</p> <p>The Bank Details of ITI Limited for NEFT/RTGS/Net Banking is as below: Beneficiary Name: ITI Limited Beneficiary Account Number: 3926008702000067 Beneficiary Bank IFSC Code: PUNB0619300 Beneficiary Bank Name: Punjab National Bank Beneficiary Bank Address: Vibhuti Khand, Gomtinagar,Lucknow-226010,UP, India</p> <p>PBG will be taken from back end partner,once ITI will be declared L1</p>
26	Performance Security	The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract (if signed).The performance security will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract. The value of performance security shall be in tune of 3% to 5% of contract value (issued to Business Associate/SIA by ITI) or end-customer's performance security (as per order to ITI)

		Whichever is lower.
27	Consortium Bidding	NOT ALLOWED
28	Signing of the Bids	The Bid must contain the name, residence and place of business of the person or persons making the Bid and having Power of Attorney and must be signed & submitted by the Bidder with his usual signatures. Satisfactory evidence of authority of the person signing the bid on behalf of the Bidder shall be furnished on non-judicial stamp paper of an appropriate value with the Bid in the form of a Power of Attorney, duly notarized by a Notary Public , indicating that the person(s) signing the bid have the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity. All the pages of Bid document and supporting documents must be signed and stamped by the authorized signatory having Power of Attorney. Any interlineations, erasures or overwriting shall only be valid if they are initialed by the signatory (ies) to the bid.
29	Submission of Tender	ONLINE AS PER ANNEXURE Z
30	Opening of Tender	Technical bid will be opened on due date of tender opening. Note 1: The bidders or their authorized representatives may also be present during the opening of the Technical Bid, if they desire so, at their own expenses. Note 2: The technical bids will be opened and evaluated by a duly constituted committee. After evaluation of the technical bid, Price bids of only those bidders will be opened whose technical bids are found suitable. Date and time of opening of price bids will be decided after technical bids have been evaluated by the committee and will be Intimated to technically qualified bidders.
31	Rejection of Bid	ITI reserves the right to reject any or all tenders/quotations/bids received or accept any or all tenders/quotation/bids wholly or in part. Further, ITI reserves the right to order a lesser quantity without assigning any reason(s) thereof. ITI also reserves the right to cancel any order placed on basis of this tender in case of strike, accident or any Other unforeseen contingencies causing stoppage of production at ITI or to modify the order without liability for any compensation.
32	Risk & Cost	In case an order is placed to the bidder by ITI based on the quotation/offer/bid submitted by the bidder is not executed by the bidder, ITI may buy the ordered goods/services from elsewhere at the risk and cost of the bidder and recover the additional amount that ITI may have to spend in procuring the stores plus 15% to cover the overhead & incidental expenses. Also, in case of default of service, if the amount of recovery is not sufficient to recover the cost and risk from the party against the PO, the differential amount, will be recovered or to be set off from any kind of outstanding from any other contract or Purchase order awarded to the vendor.

33	Termination For Default	<p>ITI may terminate the contract in whole or in part for the following reasons:</p> <ul style="list-style-type: none"> • If the bidder fails to deliver any or all of the goods/services within the period(s) specified in the contract/purchase order, or within the extension time granted by ITI. • If the bidder fails to perform any other obligation(s) under the contract/purchase order. • If the bidder has engaged in corrupt/fraudulent practices in completing/executing the work assigned to him.
		<p>ITI may, without prejudice to any other right or remedy available to it, by a three days' notice in writing, can terminate the contract as a whole or in part in default of the contract. ITI shall have the right to carry out the incomplete work by any means at the risk and cost of the bidder.</p> <p>In addition to rights to forfeiture of PBG and application of LD charges, on the cancellation of the contract in full or in part, ITI shall determine what amount, if any, is recoverable from the contractor for completion of the work or part of the works or in case the works or part of works is not to be completed, the lessor damage suffered by ITI. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's material taken over and incorporated in work assigned as per the purchase order.</p> <p>"Corrupt practices" means the offering, giving, receiving or soliciting of anything of value to influence the action of public official in the procurement process or in contract execution.</p> <p>"Fraudulent practices" a misinterpretation of facts in order to influence the action of a public official in the procurement process or in contract execution and includes collusive bidding among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels to hamper free and open competition.</p>

34	Force Majeure	<p>Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations, if the non-performance results from such Force Majeure circumstances i.e. Flood, Fire, Earth Quake, Epidemic and other acts of God as well as War, Military Operation, Blockade, Act or Actions of State Authorities that have arisen after signing of the present contract. Party invoking this clause shall serve notice of seven days along with the proof of occurrence of the force majeure event to the opposite party. At the time of cessation of such force majeure event a notice of the same shall also be served to the opposite party.</p> <p>In such circumstances, upon a written approval of ITI, the time stipulated for the performance of an obligation under the present contract will stand extended correspondingly for the period of time of action of these circumstances and their consequences. However, any such extension shall be given only if extension is granted by the ultimate buyer/ user.</p> <p>Parties at all times take reasonable steps within their respective powers and consistent with good operation practices (but without incurring unreasonable additional costs) to:</p> <ul style="list-style-type: none">a) Prevent Force Majeure Events affecting the performance of the Company's obligations under this agreement;b) Mitigate the effect of any Force Majeure Event; andc) Comply with its obligations under this agreement.
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		<p>Further if the period of Force Majeure event extends beyond three months* the parties may consider the fore closure of the agreement.</p> <p>* Period of three months may vary at the discretion of ITI as per the validity period of the contract.</p>
35	Arbitration	All disputes arising out of this contract shall be referred to the sole arbitration of MSP Head, ITI Limited, Lucknow or his nominee as per the provisions of Indian Arbitration and Reconciliation Act 1996. Decision of arbitrator shall be final and binding on both the parties.
36	Jurisdiction	This contract between the supplier and buyer shall be governed by the laws of India and this contract shall be taken up by the parties for settlement and orders only in Lucknow jurisdiction.
37	Other Terms and Conditions	
a		The Bidder(s) are required not to impose their own terms and conditions to the bid and if submitted, it will not be considered as forming part of their bids. The decision of ITI shall be final, conclusive and binding on the Bidder(s). In a nutshell, the Conditional Bid or Bid with deviations will be summarily rejected.
b		The Bids/Offer of the Qualified bidders (who qualify the eligibility conditions) only would be subjected to the technical-evaluation.
c		The bidder is expected to go through the Scope of work and Specifications. The bidders are to quote only fully compliant solution.
d		The bidder may be required to study the existing system being used by the end-client to assess the exact requirements and the Quantum of work on "No-commitment" basis (no commercial compensation would be given to the bidder either by ITI or the end-client for doing this exercise).
e		The exact strategy to address and win the business opportunity would be shared / discussed with the Best-Rated qualified bidder in due course of time.
f		The bidder is required to extend the requisite support during the evaluation by giving Technical Presentation /Demonstration /Arranging site visits (if required) on "No-Cost No-commitment" basis.
g		Any clarification issued by ITI in response to query raised by prospective bidders shall form an integral part of bid documents and it shall amount to an amendment of relevant clauses of the bid documents.
h		A clause-by-clause compliance statement to all Sections of the EoI/RFP/Tender document is to be submitted in the Technical Bid, demonstrating substantial responsiveness. A bid without clause-by-clause compliance statement to Eligibility Criteria of the EoI/RFP/Tender document, shall not be considered for evaluation and shall be summarily rejected.
i		The bidder should study carefully the document to assess the work and Risk factors associated with such type of Business opportunities.

j		<p>The bidder has to consider the following major Cost Factors while arriving at a commercial decision:</p> <ul style="list-style-type: none"> • Direct Cost (requisite IT Hardware and Application Software) • Fiscal Cost • Logistic-Cost • Taxes/ Duties • Services and Administrative Cost • Training and Documentation Cost
		<ul style="list-style-type: none"> • Contingencies
k		The bidder should enclose the documents in their ' Technical Bid ' & ' Commercial Bid ' as specified in the tender documents.
l		Please note that if any document/authorization letter/testimonies are found fabricated /false/ fake, the bid will be declared as disqualified and EMD will be forfeited. This may also lead to the black-listing of the bidder.
m		<p>All the required documents to establish the bidder's eligibility criteria should be enclosed with the original bid/offer (Technical-Bid) itself. The EoI/RFP/Tender will be evaluated on the basis of the documents enclosed with the original bid/offer only. ITI will not enter into any correspondence with the bidder to get these certificates/ document subsequently.</p> <p>However, it reserves its right to get them validated/verified at its own.</p>
n		Due to any breach of any condition by the bidder, the Bid Security (EMD) submitted by the bidder may be forfeited at any stage whenever it is noticed and ITI will not pay any damage to the bidder or the concerned person. The bidder or/and the person will also be debarred for further participation in future EoI/RFP/Tenders.
o		All suppliers (including small scale units who are registered with the National Small Scale Industries Corporation under Single point registration scheme) shall furnish Bid Security to the purchaser as per the requirement. As such no bidder is exempted to furnish the EMD.
p		The successful bidder's bid security (EMD) will be discharged upon the bidder's acceptance of ITI's Order in due course of time and furnishing the Requisite Performance Security/Guarantee. The bid security of the unsuccessful bidder will be returned/ discharged within a month of the opening of the Bids.
q		Suitable 'Training' would have to be imparted to ITI personnel at Bidder's cost in the areas of Installation, day to day Maintenance and Operation of entire system (in the event of placement of order by ITI). The training of the personnel shall be to ensure trouble free operations of the System/Equipment by the end customer.
r		The bidder is required to enclose Notarized Copy of the Power of Attorney from its Directors/Top management which should indicate clearly the name of the signatory and title. The Bidders must ensure that all the documents are sealed and signed by authorized signatory.
s		The Power of Attorney given to the Authorized Signatory should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective states(s) and the same be attested by a Notary public or registered before Sub-Registrar of the states(s) concerned.
t		"DISCOUNT, if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule.

u		Sealed offer/bid prepared in accordance with the procedures enumerated above should be submitted to the Tenderer not later than the date and time laid down, at the specified address.
v		ITI shall not be responsible for any postal delay about non-receipt / non-delivery of the bid/documents. This EoI/RFP/Tender Document is absolutely not transferable.
w		The bid submitted may be withdrawn or resubmitted before the expiry of the last date of submission by making a request in writing to ITI to this effect. No Bidder shall be allowed to withdraw the bid after the deadline for submission of the EoI/RFP/Tender.
x		It is further stressed that synergies between ITI's competitors with the bidder or cartel Formation with other bidders would result in Disqualification of the Bidder.
y		ITI will not select or enter into contract with any other SI partner for this project except the selected SI partner from this EoI.

(G) Special Terms and Conditions of RFP/EoI/Tender:

1. The requirement is meant for addressing a business opportunity which has emerged from some Govt. body against their already published tender-Notification / Invitation for the submission of Bids Vide Tender "Selection of Master System Integrator (MSI) for CGSDC2.0 in the State of Chhattisgarh which envisages Implementation of Project" issued by Chhattisgarh infotech Promotion Society (CHiPS) dated 28/10/2024.
2. The broad 'Scope of Work' would be as per the EoI/RFP/Tender Document. However, the exact Scope of Work will be intimated to the selected SI/Vendor in due course of time (once bidder is short-listed) for addressing the opportunity.
3. The bidder (in the capacity of a Consortium Member) is supposed to address the business opportunity jointly with ITI under "Sole Investment Business Model". This may include arranging Bid Security and Performance Bank guarantee etc. All 'Terms and Conditions' as per ITI's customer with regard to Payment / Reward / Delivery/Penalty shall be applicable on the selected Business Associate /SI also (in the event of the award of the business to ITI by the end-customer). It may please be noted that ITI may open 'Escrow Bank Account' with the business associate (in the event of the award of the order to ITI).

ITI may consider the vendor/partner/bidder (at its own discretion) for addressing other similar business opportunities related with Implementation of Project during a period of 12 months (from placement of Letter of Intent on SI).

4. The vendor/partner/bidder must be prepared to work with ITI limited on exclusive basis and will neither submit any direct proposal (to the end-client) nor submit any business proposal (to the end-client) through other business partner/PSU. In case of violation of the same, the EMD shall be forfeited and the bidder will be black-listed.
5. The bid preferably should be spiral bounded and each page should be serial numbered.

6. Consortium bidding is not allowed for this EoI/RFP/Tender.
7. ITI reserves the right to undertake services likes installation and commissioning activities, Annual Maintenance Contract (AMC) etc. up to 50%.
8. ITI reserves the right to quote & supply ITI manufacturing products if BOM of EoI/RFP/Tender Document contains ITI manufacturing products.
9. All activities like Proof of concept on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of agencies.
10. Agencies should be willing to impart required training to ITI engineers for undertaking services & execution of project.
11. Agencies will be responsible for any short coming in the BOM and the same should be rectified free of cost.
12. Agencies should be willing to provide TOT for manufacturing of offered products in ITI if the bidder is an OEM.
13. Agencies should be willing to sign an exclusive agreement with ITI for smooth execution of the project.
14. Earnest Money Deposit (EMD) / Bid security required for submitting the bid will be borne by the selected agency.
15. Performance Bank Guarantee (PBG) will be shared among all the work executing agencies depending upon the ratio of order value.
16. All CVC circulars/ Statutory guidelines as applicable needs to be followed.
17. Margin to ITI would be payable on Supply, I&C and AMC services undertaken by the selected agency for the project.

(H) EoI/RFP/Tender Rejection Criteria:

The EoI/RFP/Tender/Bid will be rejected in case any one or more of the following conditions are observed:

1. Bids received without Proof of Purchase of EoI/RFP/Tender Document and EMD as per requirement.
2. Bids which are not substantially responsive to the Invitation for EoI/RFP/Tender.
3. Incomplete or conditional EoI/RFP/Tender that does not fulfill all or any of the conditions as specified in this document.
4. Inconsistencies in the information submitted.
5. Misrepresentations in the bid proposal or any supporting documentation.
6. Bid proposal received after the last date and time specified in this document.
7. Bids found in unsealed cover, corrections in the bids.
8. Unsigned bids, bids signed by unauthorized person (without a valid Power of Attorney).
9. Bids containing erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be authenticated by the person(s) signing the bid.

10. Bid shall remain valid for the specified period from the date of opening of EoI/RFP/Tender prescribed by the purchaser. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.

Please Note

The business associate submitting the bid against this EoI/RFP/Tender must not have an alliance with other bidders / competitors of ITI for the same business opportunity. The Consortium Member if selected as vendor/SI will not be allowed to address the opportunity directly/ extend the help to any other competitor of ITI Limited for the subject project.

(1) Lowest-Bid (Best Qualified Bid) Evaluation Methodology:

1. This EoI/RFP/Tender would be subjected to a Two Stage (Technical & Commercial) Evaluation Process. All the Bidders are requested to note the entire evaluation process carefully.
2. Prior to the detailed evaluation, ITI will determine the substantial responsiveness of each Bid to the EoI/RFP/Tender Document. For the purpose of ascertaining the eligibility,
3. A substantially responsive bid is one which confirms to all the terms and conditions of the EoI/RFP/Tender Document without deviations.
4. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
5. ITI may waive any minor infirmity or non-conformity or irregularity in the bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or effect the relative ranking of any bidder. The bids submitted by the Bidders would be subjected to a well-defined and transparent evaluation process.
6. The Bids would be evaluated by a duly constituted Committee of ITI Limited, whose decision would be generally taken as final, unless the aggrieved party establishes any Prima facie errors in the findings of the Committee. In such a situation, he may file a representation within 3 working days of receipt of decision from ITI Limited, duly listing the reasons / grounds. Such a representation would be considered at Senior Management Level of the Tendering Authority, whose decision would be final and binding on all the bidders.
7. The Bidders who have submitted the EoI/RFP/Tender Document cost & EMD (if require) will be considered for Technical Evaluation.
8. In Technical Evaluation process, all the Technical Bids of the preliminary eligible bidders (as mentioned above) would be scrutinized thoroughly w.r.t. our EoI/RFP/Tender Document. The Bidders, who will qualify in the Technical Evaluation process, would be considered for Commercial Evaluation.
9. In Commercial Evaluation process, all the Commercial Bids of the technically qualified bidders (as mentioned above) would be scrutinized thoroughly w.r.t. our EoI/RFP/Tender Document. The Bidder with best quote would be considered as a successful bidder against this EoI/RFP/Tender.

10. ITI reserves the right to reject any or all bids without assigning any reasons thereof. *It shall not be obligatory for ITI to award the work only to the lowest bidder.*

(J) Documents to be submitted along with the “Technical Bid”:

The Bidder/Consortium Member (SI) must submit the following documents along with their Technical Bid:

1. Bid covering Letter on the Letter-Head of the Bidder Company indicating Name and Address of the Authorized Signatory (with Contact telephone numbers and email ID) as per Annexure-A.
2. Bidder’s Profile as per Annexure-B.
3. Proof of Empanelment with ITI, if available.
4. Case-Specific Power of Attorney authorizing the bidder to submit the Bid/EoI on behalf of the Bidder/Consortium.
5. Tender-Document Cost of required amount.
6. Bid Security (EMD) of required amount.
7. Copy of PAN Card.
8. GST Registration Certificate.
9. Turnover Certificate(s)/Audited Balance-sheet(s) & Profit-Loss Account(s) of the Bidder /All consortium members for last three years.
10. Declaration on the Letter-Head of the Bidder Company for Non-Black Listing as per Annexure-C.
11. Declaration / Undertaking on the Letter-Head of the Bidder Company as per Annexure-D.
12. Compliance Statement of ‘Eligibility Criteria of the Bidder’ along with supporting documents (credentials, experience certificates, declarations & others) as per Annexure-E.
13. Integrity Pact /Non-Disclosure Agreement as per Annexure-G.
14. Tender Documents duly signed & accepted by the bidder

In case, the bidders do not submit any of the above mentioned papers/information along with Expression of Interest, his bid will be rejected and bid will not be considered for further evaluation.

It is reiterated that any bid not fulfilling any of the essential requirements mentioned in this EoI/RFP/Tender document would be classified as “Technically Non-Qualified/Non-Responsive” and Commercial bids of such bidders will not be opened and subsequently returned to the bidder. ***No relaxation would be given to any bidder on any of these conditions.***

(K) Documents to be submitted along with the “Commercial Bid”:

The Bidder for Consortium Member (SI) must submit the following documents along with their Commercial Bid:

1. Price Bid as per EoI/RFP/Tender Document format only. No other format will be accepted.

(L) Scope of Work:

The scope of work will be as per the end customer tender and any other corrigendum/addendum/other documents & instructions issued from the end customer from time to time in this regards. The details of the customer tender are:

End Customer Details:

Name: Chhattisgarh Infotech Promotion Society
Address: SDC Building, 02nd floor,
Near Police Control Room, Civil Lines Raipur,
Chhattisgarh- 492001
Fax:- 0771-4066205, Phone No. 0771-4014158
E-mail: ceochips@nic.com
Website: www.chips.gov.in
Tender Reference No./System Tender No. 160662
Place of availability of Tender
Documents (RFP) <https://eproc.cgstate.gov.in>
<https://www.chips.gov.in>

Note: Bidder must quote as per specification in the tender documents and submit samples as required by the End Customer to ITI Limited immediately, It's Bidder's responsibility to ensure the compliance of all conditions of end customer tender documents

PRICE BID

Selection of System Integrator (SI) Partner for CGSDC2.0 Project in the State of Chhattisgarh

OFFERED NET MARGIN (NET OF TAX) TO ITI →

<u>Description of Job</u>	<u>Net margin to ITI over quoted price to end customer (in figure)</u>	<u>Net margin to ITI over quoted price to end customer) in words</u>
Selection of System Integrator (SI) Partner for CGSDC2.0 Project in the State of Chhattisgarh		
Bidders have to quote net revenue share offered to ITI in percentage (inclusive of all taxes). The bidder has to indicate the percentage both in figures and in words.		
The BOQ (Bill of Quantity) for which services are required (from the bidder through this EOI process) will be finalized after the finalization of this EOI only. Post warranty AMC support (if not mentioned in the main EOI/RFP/Tender), if required, is to be provided by the bidder as per the mutual understanding/ acceptance of Bidder, ITI & end customer.		

Signature of authorized person of the bidder:

Place: Date:

Full Name in Block Letter:

Seal of Company

(Bid Covering Letter / Annexure-A)

To
ITI Limited, MSP-UP
ITI Bhavan, TC-18V
Vibhuti Khand, Gomti Nagar
Lucknow-226 010, India

Ref: Tender no. dated

Subject: Bid Covering Letter against Expression of Interest (EoI)

Dear Sir,

Having examined the EoI/RFP/Tender document, we hereby submit our bid for the subject requirement which has emerged from some Government body to implement the above captioned project.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to ITI Limited is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Buyer in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short-listing process, we are liable to be dismissed from the selection process or termination of the agreement during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the EoI/RFP/Tender document including annexures and corrigendum if any and also agree to abide by this tender response for a period of 6 months from the date fixed for bid opening.

We hereby declare that in case the agreement is awarded to us, we shall submit the Performance Guarantee in the form of bank guarantee in the format to be provided by ITI Limited.

We agree that ITI Limited is not bound to accept any tender response that they may receive. We also agree that ITI Limited reserves the right in absolute sense to reject all or any of the services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

We understand that it will be the responsibility of our organization to keep ITI Limited informed of any changes in respect of authorized person and we fully understand that ITI Limited shall not be responsible for non-receipt or non-delivery of any communication and/or any missing communication in the event reasonable prior notice of any change in the authorized person of the company is not provided to ITI Limited.

Dated this Day of **2024**

Authorized Signatory

Name:

Designation:

(Company Seal)

Note: To be submitted in Company Letterhead

Bidder's 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 in last 3 financial years (Rs in Crore)	2020-21	2021-22	2022-23
5.	IT Turnover in last 3 financial years (Rs in Crore)	2020-21	2021-22	2022-23
6.	Profit / Loss in last 3 financial years (Rs in Crore)	2020-21	2021-22	2022-23
7.	Net-worth in last 3 financial years (Rs in Crore)	2020-21	2021-22	2022-23
8.	Date of Incorporation			
9.	GST Registration number			
10.	PAN Number			
11.	CIN Number, if applicable			
12.	Number of technical manpower in company's rolls			

Dated this Day of **2024**

Authorized Signatory

Name:

Designation:

(Company Seal)

Note: To be submitted in Company Letterhead

To
ITI Limited, MSP-UP
ITI Bhavan, TC-18V
Vibhuti Khand, Gomti Nagar
Lucknow-226 010, India

Subject: Undertaking towards Non-Black Listing of our firm by any Govt. Body

Dear Sir,

We hereby declare that we have not been BLACK LISTED by any Govt. department/ PSU (State or Central)/ Autonomous Institution against our performance obligation in India and there has been no litigation with any government department on account of similar services as on date of bid/EoI submission

This declaration is being submitted as per the requirement of your EoI/RFP/Tender.

Dated this Day of **2024**

Authorized Signatory

Name:
Designation:
(Company Seal)
Note: To be submitted in Company Letterhead

(Declarations / Annexure-D)

To
ITI Limited, MSP-UP
ITI Bhavan, TC-18V
Vibhuti Khand, Gomti Nagar
Lucknow-226 010, India

Subject: Declarations against Expression of Interest (EoI) for

Tender no. dated

Dear Sir,

We hereby declare / undertake the following.

We hereby declare that we will work with ITI as per EOI/RFP/Tender terms and conditions of ITI as well as end customer including warranty & post-warranty services and implementation of the project in the event of ITI winning the contract on back-to-back basis.

We hereby declare that we will submit the Tender Fee & EMD (while submitting the bid to the end customer in the form of Bank Guarantee / Demand Draft / Online Payment from any Nationalized / Scheduled Bank) & Performance Bank Guarantee to end customer or ITI (as decided by ITI) as per EoI/RFP/Tender terms & conditions. We also undertake that we will provide EMD & PBG to ITI as per the end-customer's EoI/RFP/Tender terms even if ITI is exempted to submit the same to end-customer because of its PSU status.

We hereby declare that we have 'No Objection/ No Claim/ No Compensation' from ITI Limited if this EoI/RFP/Tender is cancelled at any stage of evaluation process by ITI or the main EoI/RFP/Tender is cancelled by the end customer.

We hereby undertake that we will be equipped with the required manpower with qualifications, certifications and experience as required in the end customer's/RFP/Tender/ITI's EOI.

We hereby undertake that we will be able to give the proposed solution as required in the end customer's EoI/RFP/Tender.

We hereby undertake that we will arrange required certificate & support (warranty & post-warranty/maintenance) in the name of ITI Limited from the OEM as per end customer's requirement.

We hereby undertake that we will obtain relevant statutory licenses for operational activities.

We hereby undertake that we will sign Consortium Agreement /Teaming Agreement / Integrity Pact with ITI for addressing the end customer's EoI/RFP/Tender if required.

We indemnify ITI Limited from any claims / penalties / statutory charges / liquidated damages / legal expenses if any etc. as charged by the end customer.

We hereby undertake to make arrangement for signing of agreement between OEM and ITI as per end customer's EoI/RFP/Tender requirements.

We hereby undertake that the OEMs who meet the eligibility and other conditions as per end customer's EoI/RFP/Tender requirement will be finalized by us and produce the required eligibility documents and other related documents of the OEM for final bid submission.

We hereby agree to take the responsibilities covered in the agreement (on back-to-back basis) to be signed between ITI & OEM (if required) as per end customer's EoI/RFP/Tender terms conditions.

We hereby declare to supply equipment/components which are brand new, first hand and contain no previously used, recycled or refurbished components.

We hereby declare not to partner with any other organization for addressing this EoI/RFP/Tender.

We hereby declare to accept payment terms on back-to-back basis. Penalties, if any, will be borne by us.

We hereby declare to provide Bank Guarantee (110% of value for the period till the advance is settled) for getting the advance payment if any on back-to-back basis.

We hereby agree that ITI may take any punitive action as deemed fit, including forfeiture of EMD / Security submitted by us, if it is found that any of the documents / information provided by us (to meet the tender requirement including eligibility) is wrong/ forged/ misleading at any stage of tender processing / evaluation. The decision of ITI regarding forfeiture of the EMD shall be final and shall not be called upon question under any circumstances

Dated this Day of **2024**

Authorized Signatory

Name:

Designation:

(Company Seal)

Note: To be submitted in Company Letterhead

Compliance Statement of Eligibility Criteria

Ref: Tender no. dated

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

Dated this Day of **2024**

Authorized Signatory

Name:
Designation:
(Company Seal)

(Bid Security Declaration / Annexure-F)

To
ITI Limited, MSP-UP
ITI Bhavan, TC-18V
Vibhuti Khand, Gomti Nagar
Lucknow-226 010, India

Subject: Bid Security Declarations against Expression of Interest (EOI) for.....

Ref: EOI/Tender no. dated

Dear Sir,

I/We, the undersigned hereby declare that:

I/We know that the bid should be supported by a Bid Security Declaration (in lieu of EMD as per end customer) in accordance with your conditions. I/We accept to automatically be suspended from being eligible for bidding in any contract in ITI Limited for a period of three years from the date of opening of Bid, if I am/We are in breach of our obligation(s) under the bid conditions, because I/We

- a) have withdrawn our Bid during the period of bid validity or its extended period, if any; or
- b) having been notified of the acceptance of our Bid by the Contracting Authority within the period of bid validity
 - (i) have withdrawn/modified/amended, impairs or derogates from the EOI / tender, my/our Bid during the period of bid validity or its extended period, if any;
OR
 - (ii) have failed or refused to furnish a Performance Security in accordance with the Condition of the EOI/Tender Document;
OR
 - (iii) have failed or refused to sign the contract.

I/We know that this Bid Security Declaration will expire, if contract is not awarded to us, upon:

- a) the receipt of your notification to us of the name of the successful Bidder; or
- b) thirty days after the expiration of the validity of my/our Bid or any extension to it.

Dated this Day of **2024**

Authorized Signatory

Name:
Designation:
(Company Seal)
Note: To be submitted in Company Letterhead

INTEGRITY PACT

PURCHASE ORDER No.

THIS Integrity Pact is made on.....day of2024 .

BETWEEN:

ITI Limited having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bangalore – 560 016 and established under the Ministry of Communications, 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 also include its successors and assigns) ON THE ONE PART

AND:

..... represented by.....Chief Executive Officer (hereinafter called the 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 contractor ON THE SECOND PART.

Preamble

WHEREAS the Principal intends to award, under laid down organizational procedures, contract for of ITI Limited. 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 Contractor(s).

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will **monitor** the tender 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 Tender 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

- 1.1 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 tender 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 tender process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the tender 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 tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- 1.2 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 Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the tender process and during the execution of the contract.
 - a. The 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 tender 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 tender process or during the execution of the contract.
 - b. The contractor(s) will not enter with other 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 contractor(s) will not commit any offence under IPC/PC Act, further the 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 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 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 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 Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

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

- 3.1 If the Contractor(s), during tender 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 Contractor(s) from the tender process.
- 3.2 If the 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 to exclude including blacklisting for future 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 Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.
- 3.3 The 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.

- 3.4 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.
- 3.5 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.
- 3.6 On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not entitled for any compensation on this account.
- 3.7 subject to full satisfaction of the Principal, the exclusion of the Contractor(s) could be revoked by the Principal if the 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 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 tender process.
- 4.2 If the Contractor(s) makes incorrect statement on this subject, he can be disqualified from the tender 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 tender 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 equitant 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 sub-contractor(s)/sub-vendor(s)/associate(s), if any, and to submit the same to the Principal along with the tender 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 sub-contractors/sub-vendors/associates.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this Integrity Pact or violate its provisions.

SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)/ CONTRACTOR(S)

- 7.1 If the Principal receives any information of conduct of a Contractor(s) or sub-contractor/sub-vendor/associates of the 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.
- 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 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 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 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 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 a reasonable time 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.
- 8.8 Details of the Independent External Monitor appointed by the Principal at present is furnished below: -

Shri Atul Jindal
3/10 Vishesh Khand Gomtinagar
Lucknow- 2260100

Any changes to the same as required / desired by statutory authorities is applicable.

SECTION 9 – FACILITATION OF INVESTIGATION

- 9.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all help to the Principal for the purpose of verification of the documents.

SECTION 10 – LAW AND JURISDICTION

- 10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall be the seat of the Principal.
- 10.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

SECTION 11 – PACT DURATION

- 11.1 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.

- 11.2 If the Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Contractor(s).
- 11.3 If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

SECTION 12 – OTHER PROVISIONS

- 12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate Office of the Principal at Bengaluru.
- 12.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.
- 12.3 If the Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.
- 12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 12.5 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or 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 and date first done mentioned in the presence of the witnesses:

For PRINCIPAL

For CONTRACTOR(S)

.....
(Name & Designation)

.....
(Name & Designation)

Witness

Witness

1)

1).....

ANNEXURE Z

PROCEDURE FOR SUBMISSION OF E-TENDER

The bidders are required to submit soft copies of their bid electronically on the ITI e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the ITI e-Wizard Portal. For more information, bidders may visit the ITI e-Wizard Portal <https://itiltdeuniwizarde.com>

1. Registration Process on ONLINE Portal

- a. Bidders to enroll on the e-Procurement module of the portal <https://itiltdeuniwizarde.com> by clicking on the link “Bidder Enrolment” as per portal norms.
- b. The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Wizard Portal.
- c. Bidders must provide the details of PAN number, registration details etc as applicable and submit the related documents. The user id will be activated only after submission of complete details. The activation process will take minimum 24 working hours. After completion of registration payment, you can also send your acknowledgement copy on our help desk mail id ewizardhelpdesk@gmail.com for activation of your account.
- d. Bidders to register upon enrolment their valid Digital Signature Certificate (DSC: Class III Certificates with signing key and encryption usage) issued by any Certifying Authority recognized by CCA India with their profile.
- e. A bidder should register only one valid DSC. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others, which may lead to misuse. Foreign bidders are advised to refer “DSC details for Foreign Bidders” for Digital Signature requirements on the portal.
- f. Bidder then logs in to the site through the secured login by entering their user ID/password and the password of the DSC / e-Token.

2. Tender Document Search

- a. Various built-in options are available in the e-Wizard Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization,

location, date, value, etc.

- b. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, a form of contract, location, date, other keywords, etc. to search for a tender published on the Online Portal.
- c. Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective **'Interested Tenders'** folder. This would enable the Online Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- d. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

3. Bid Preparation

- a. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
- d. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/PNG, etc. formats. Documents in PDF format with maximum Five (5) Mb file can be uploaded.

4. Bid Submission

- a. Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b. The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c. Bidders must pay required payments (Form fee, EMD, Tender Processing Fee etc) as mentioned before submitting the bid
- d. Bidder to select the payment option mode as specified in the Schedule (EMD/FORM FEE Section) to pay the form fee/ EMD wherever applicable and enter details of the instrument.
- e. A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.
- f. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
- g. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- h. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- j. Kindly have all relevant documents in a single PDF file.
- k. The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.

5. Amendment of bid document

At any time prior to the deadline for submission of proposals, the institutions reserve the right to add/ modify/ delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

6. Instruction to Bidders

- a. Process for Bid submission through ITI Ewizard portal is explained in Bidder Manual. Bidders are requested to download Bidder Manual from the home page of website (<https://itiltde.uniwarzde.com>). Steps are as follows:

(Home page ⇒ **Downloads** ⇒ **Bidder Manuals**).

- b. The tenders will be received online through portal <https://itiltde.uniwarzde.com>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
- c. Possession of Valid Class III Digital Signature Certificate (DSC) in the form of smart card/e-Token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://itiltde.uniwarzde.com>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available on the website <https://itiltde.uniwarzde.com> under the link 'DSC help'.

Tenderers are advised to follow the instructions provided in the 'User Guide and FAQ' for the e- Submission of the bids online through the ITI e-Wizard Portal for e-Procurement at <https://itiltde.uniwarzde.com>

- d. The bidder has to "**Request the tender**" to portal before the "**Date for Request tender document**", to participate in bid submission.
7. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
 8. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
 9. No deviation to the technical and commercial terms & conditions allowed.
 10. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bids

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the 12x7 Helpdesk Support.

The helpdesk nos. for online bidding : 9355030617,9355030618,011-49606060