



आईटीआईलिमिटेड/ITI Limited



राज्यकार्यालय : एमएसपी[TN&PDY] /State Office: MSP [TN&PDY]

३वमंज़िल, पनगलभवन / 3rd Floor, Panagal Building,

सं. १, जीनिस, रोड, सैदापेट / No.1, Jeenis Road, Saidapet,

चेन्नई - ६०००१५, तमिलनाडु Chennai – 600 015, Tamil Nadu.

Ph.: 044-24361971 - 72

संदर्भ/Ref: ITI/MSP-C/EOI/002-R/2026-27

ददनांक/Date: 18.07.2026.

## Introduction

We ITI Limited, A Central Public Sector Undertaking coming under the Department of Telecommunication in the Ministry of IT and Communications. We were the pioneers in the Telecom industry in India and diversified our product line to meet the vision of “Digital India” of our Hon’ble Prime Minister. ITI has brought all the diversification under ICT/IoT/IT to meet the objective.

ITI has six manufacturing plants spread across India for manufacturing various ICT products and continuous R&D in the secure transmission and storage of precious Data. ITI is executing various projects for Defense, BSNL, MTNL Financial Institutions, and major MNCs in secure data transmission and storage. ITI is having Regional Offices in pan India for marketing and after sales support for the products. Identifying customer needs and providing apt solutions at a convenient price along with customer satisfaction is the prime motto of ITI.

## Notice Inviting Expression of Interest for Selection of Business Associate for Provision of Telecom assets with IP-MPLS based technology at Balance Stations of Southern Railway.

ITI Limited would like to address end customer tender/ business opportunities as a lead bidder and invites Expressions of Interest (EOI) from eligible bidders as business associates to address the bid.

## Confidentiality

All information contained herein and the enclosures are confidential information. By accepting this material, the recipient bidder agrees that the information will be held in confidence and will not be reproduced, disclosed, or used in whole or in part without prior permission of ITI. Similarly, ITI will not divulge any information contained in the offers of the bidders without their consent.

ITI will evaluate the EOI based on the set criteria and will choose to shortlist qualified bidders. Only the eligible would then be invited by the ITI for further discussion.

Interested System integrators/Vendors who wish to respond may kindly submit the following details along with the required supporting document

Ref: ITI/MSP-C/EOI/002-R/2026-27 dated 18.07.2026.

Due Date for Submission of EOI: 13.08.2026 at 01:00 PM

Bids will be opened on 13.08.2026 at 01:30 PM

EOI Estimation Cost- 16.16 Cr

Bidder Should submit the ITI-EOI with Fees of Rs.3000(+ GST) as EOI document cost.

| A    |               | Technical Bid                                                                                                                                                                                                                                                                                                                                                                                                       |
|------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1    | Scope of Work | <p>Notice Inviting Expression of Interest for Selection of Business Associate for Provision of Telecom assets with IP-MPLS based technology at Balance Stations of Southern Railway.</p> <p>Tender Ref. HQ_MAS_IPMPLS_Balstn_01.<br/><a href="https://www.ireps.gov.in/">https://www.ireps.gov.in/</a></p>                                                                                                          |
| 2(i) |               | Eligibility Criteria of Applicants                                                                                                                                                                                                                                                                                                                                                                                  |
|      | A.            | <p>The bidder must be a single legal entity registered in India under the Company Act, of 1956 and should be operating in India for the last three years.</p> <p><b>Documentary Proof:</b> Photocopy of Certificate of Incorporation, photocopy of Articles of Memorandum of Association of the company(s)</p>                                                                                                      |
|      | B.            | <p>Undertaking for willingness to work with ITI as per customer tender/EOI etc. terms and conditions including warranty &amp; post-warranty services and implementation of the project in the event of ITI winning the contract</p>                                                                                                                                                                                 |
|      | C.            | <p>The Bidder must have an average annual turnover of <b>minimum INR Rs.8.1 Cr</b> with valid UDIN number has to be submitted for the last three years as per the audited balance sheet. However, in case the balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.</p> |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| D. | <p><b>Previous Work Experience:</b></p> <p>Tenderer must have successfully completed or substantially completed any of the following during the last 07 (SEVEN) years, ending the last day of the month previous to the one in which the tender is invited in Railway/Metros/Airports/CPWD/DRDO/Govt. &amp; PSU organizations/Private.</p> <p>One similar work costing not less than the amount equal to <b>Rs.4.84 Cr</b><br/><b>(OR)</b><br/>Two Similar works each costing not less than the amount equal to <b>Rs.3.23 Cr</b><br/><b>(OR)</b><br/>Three Similar works each costing not less than the amount equal to <b>Rs.2.42 Cr</b></p> <p><b><u>SIMILAR NATURE OF WORK:</u></b></p> <p><b>Any telecom work involving the supply, installation, testing and commissioning of Optical Fiber based IP-MPLS System including networking /SDH/PDH/ DWDM/LTE system, FOIS/ Data connectivity/Datacom equipment/ IT&amp; ITES Infra /Video conferencing system with networking of equipment like routers, switches, servers, etc. in any Government organization/ PSUs/Cellular Networks.</b></p> <p><u>Clear Completion Certificate w.r.t. each Order establishing similar work is to be submitted &amp; remaining all the criteria of credential of work experience is same as required by the Original Tender / End Customer Requirement.</u></p> |
| E. | <p>The bidder should have a Pan India presence preferably in South India and be willing to work with ITI in PAN India on requirements.</p> <p><b>Documentary Proof:</b> Proof of address, willing letter on company letterhead</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| F. | <p>Bidder should have positive net worth in last 3 (three) consecutive financial years ending 31.03.2026.</p> <p><b>Documentary Proof:</b> Audit statement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| G. | <p>The bids shall be valid for a period of 90 days from the date of opening of EOI. During this period, the bidder shall not be permitted to withdraw or vary their offers, once made and if they do so, EMD paid by the bidder will be forfeited.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| H. | <p>Bidder shall have ISO 9001:2015 or latest.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| I. | <ol style="list-style-type: none"> <li>1. Certificate of Incorporation</li> <li>2. GST Certificate</li> <li>3. Copy of PAN card</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| J. | <p>Bidder / OEM should not be blacklisted in India / ineligible to participate for bidding by any State / Central Govt. departments / PSU / Autonomous Body due to unsatisfactory performance, breach of general or specific instructions, corrupt/fraudulent or any other unethical business practices or barred from participating in government projects due to security reasons. as on submission of EOI proposal.</p> <p><b>Undertaking for non-blacklisting to be furnished in BIDDER company's letterhead as in Annexure IV</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| K. | <p><b>Security Deposit and Bank Guarantee:</b><br/>5% of tender value in the form of Bank Guarantee and 5% Security Deposit on Back-to-back value of end Customer BG.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

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|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>L. At the time of EOI submission bidder should submit the Declaration for submission of EMD-<b>Rs. 32,32,300/-</b> and cost of the <b>Tender Fee-0.00/-</b>.</p> <p>At the time of end customer Bid submission bidder has to pay the EMD amount of <b>Rs. 32,32,300/- paid</b> Electronically through internet banking/Demand Draft/EMBG valid for 180 days from any Nationalized Bank in the name of ITI Account. EMD will release to the unsuccessful bidder after EMD received from end Customer.</p> <p><b><u>Beneficiary Name: ITI LIMITED</u></b><br/> Account No: 10640562376<br/> IFSC Code: SBIN0020243<br/> Branch: Greams Road.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|  | <p>M. Any damage to ITI/Customer property not restored properly should be recovered from the running bills of the contractor and hence utmost precaution should be taken during the execution of the work. ITI should have full liberty to get the damage rectified at the contractor's risk and cost.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|  | <p>N. If at any stage the contractor fails to provide satisfactory service, ITI should terminate the contract by giving 7-days' notice and Bank Guarantee will be forfeited and payment will execute by ITI on the contractor's risk and cost.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|  | <p>O.</p> <ul style="list-style-type: none"> <li>a) Manufacturing Authorization (MAF) letter mandatory for the products asked in the railway tender to be submitted along with the EOI Technical bid.</li> <li>b) Technical compliance to be submitted products wise as per railway tender along with EOI technical bid.</li> <li>c) Bid Capacity to be submitted along with EOI, as per below format duly signed by CA.</li> </ul> <p>The tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under:</p> <p>Available Bid Capacity = <math>[A \times N \times 2] - 0.33 \times N \times B</math></p> <p>Where,</p> <p>A = Maximum value of works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender), taking into account the completed as well as works in progress.</p> <p>N = Number of years prescribed for completion of work for which bids have been invited.</p> <p>B = Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started up to the date of inviting of tender.</p> |

|                                                                  |    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |                     |
|------------------------------------------------------------------|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|---------------------|
|                                                                  | P. | Funding Plan indicating how the fund will be mobilized for the implementation of the project (Banker’s solvency certificate) in the company’s letterhead                                                                                                                                                                                                                                                                                                                                                                                                                                 |                               |                     |
|                                                                  | Q. | <b>Local Office in Chennai:</b><br>The bidder should have a local office in Chennai.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                               |                     |
|                                                                  | R. | ITI Contact Person:<br><br><b>1) Assist. Manager</b><br>MSP-Chennai, ITI LIMITED<br>Panagal Building, 3 <sup>rd</sup> Floor<br>1 <sup>st</sup> Jeenis Road, Saidapet<br>Chennai-600 015<br>Ph.8142828372.<br><b>2) Chief Manager</b><br>MSP-Chennai, ITI LIMITED<br>Panagal Building, 3 <sup>rd</sup> Floor<br>1 <sup>st</sup> Jeenis Road, Saidapet<br>Chennai-600 015<br>Ph. 94444 06198.<br><b>3) Additional General Manager</b><br>MSP-Chennai, ITI LIMITED<br>Panagal Building, 3 <sup>rd</sup> Floor<br>1 <sup>st</sup> Jeenis Road, Saidapet<br>Chennai-600 015<br>Ph. 6281896855 |                               |                     |
| <b>2(ii) Checklist of documents/information to be submitted:</b> |    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |                     |
|                                                                  |    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Submitted<br/>Yes / No</b> | <b>Page<br/>No.</b> |
|                                                                  | a. | Company Profile                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |                     |
|                                                                  | b. | Certificate of Incorporation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                               |                     |
|                                                                  | c. | Memorandum & Articles of Association                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                               |                     |
|                                                                  | d. | Audited financial statements for the last 3 years, and CA certificate as per 2(i)C                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                               |                     |
|                                                                  | e. | Positive Net Worth Certificate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |                     |
|                                                                  | f. | The bidder should have the following certifications: (i) ISO 9001 and (ii) Either ISO 27001 or ISO 20000.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |                     |
|                                                                  | g. | Undertaking as per clauses 2(i) B, J, L & M in company letterhead                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |                     |
|                                                                  | h. | GST Registration Certificate<br>Copy of PAN Card                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                               |                     |
|                                                                  | i. | CIN (Corporate Identity Number), if applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                               |                     |

|          |                                                                                                                                                                                    |  |  |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| j.       | Authorization letter in the company letterhead authorizing the person signing the bid for this EOI and Power of Attorney (POA)                                                     |  |  |
| k.       | Undertaking on letterhead to indemnify ITI from any claims/penalties / statutory charges, liquidated damages, legal expenses, etc.                                                 |  |  |
| l.       | Bidders Details as per Annexure I                                                                                                                                                  |  |  |
| m.       | Clause by clause compliance of EOI terms with references to supporting documents as per Annexure III                                                                               |  |  |
| n.       | Pre-Contract Integrity Pact as per Annexure XII                                                                                                                                    |  |  |
| o.       | Supporting documents as per 2(i) D, E                                                                                                                                              |  |  |
| p.       | Undertaking on company's letterhead as per clause 19                                                                                                                               |  |  |
| q.       | RDSO certificate copies of the products as per customer requirements.                                                                                                              |  |  |
| <b>B</b> | <b>Financial Bid</b>                                                                                                                                                               |  |  |
| 1        | Consolidated Margin Offered (Scope of work is as per the customer tender) in percentage (%) on ITI billing value (Excluding Taxes) to be submitted separately through online mode. |  |  |
|          |                                                                                                                                                                                    |  |  |

**Note:**

1. For tenders involving ITI manufacturing products, ITI will provide the required quotes, etc.
2. ITI reserves the right to undertake the supplies up to 50% of the order quantity.
3. ITI reserves the right to undertake services like installation and commissioning activities, Annual Maintenance Contract (AMC), etc. up to 50%.
4. ITI reserves the right to split the balance orders (after taking out the ITI portion) in a 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.
5. All activities like Proof of concept on a "No Cost No Commitment" (NCNC) basis wherever applicable will be the responsibility of agencies.
6. Bidder should be willing to impart required training to ITI engineers for undertaking services & execution of the project.
7. Bidder will be responsible for any shortcoming in the Bill of Material (BOM) and the same should be rectified free of cost.
8. Bidder should be willing to provide Transfer of Technology (ToT) for the manufacture of offered products in ITI.
9. Bidder should be willing to sign an exclusive agreement with ITI for the smooth execution of the project.
10. All commercial terms will be as per the Customer RFP/PO.
11. Earnest Money Deposit (EMD) / Bid security required for submitting the bid will be borne by the selected agency.
12. Performance Bank Guarantee (PBG) will be shared among all the work executing agencies depending upon the ratio of order value.

13. All CVC circulars/ statutory guidelines as applicable needs to be followed.
14. The Bidder, who is selected as ITI's partner, shall be responsible for preparing the Bill of Quantities based on the GIS survey as called for in the tender for bidding against the RFP.
15. Bidder should provide MAF and other documents from the OEMs as sought in the end customer RFP for the scope of work of the bidder. The bidder shall confirm that the OEMs shall ensure that all equipment/components / sub-components being supplied under the end customer RFP shall be as per the requirements of the RFP and they will be supported for the entire contract period. If the same is de-supported by the OEM for any reason whatsoever, the bidder shall replace it with an equivalent or better substitute that is acceptable to the Purchaser without any additional cost to the Purchaser and without impacting the performance of the solution in any manner whatsoever.
16. Payment terms: In case ITI is awarded the work/Supply contract, the payment to ITI's partner shall be made on back to back basis. i.e., the payment will be released as and when the payment is released by the end customer for the corresponding work executed by the partner.
17. This Invitation for EOI is to select the agencies for addressing this tender by ITI. The Bidder must not withdraw from the partnership after having been selected as an IT partner for addressing customer RFP.
18. **The technical bid must contain the whole EOI document duly signed and stamped and marked as "Accepted & Complied" on all the pages by the bidder as an acceptance of all the EOI terms & conditions.**
19. **Undertaking (on BIDDER company's letterhead) of 'No Objection / No Claim / No Compensation' from ITI Limited, 3<sup>rd</sup> Floor, Panagal Building, No. 1, Jeen Road, Saidapet, Chennai - 600 015 if this EOI is canceled at any stage of the valuation process by ITI or the tender is canceled by the end customer (as per annexure IX).**
20. All pages of the supporting documents for the technical bid along with this tender should be submitted through online mode(<https://itilimited.euniwizarde.com>) by the bidder (authorized signatory as per checklist 'k').
21. The Technical Bid and financial bid (as per the annexure Indicating the ITI Margin clearly) should be submitted through the E Wizard portal (<https://itilimited.euniwizarde.com>), superscribed with the words **"Technical Bid" & "Financial Bid"** respectively.
22. Both the technical and financial bids should be submitted online, mentioning
23. **Notice Inviting Expression of Interest for Selection of Business Associate for Provision of Telecom assets with IP-MPLS based technology at Balance Stations of Southern Railway.**
24. **Tender Ref ITI/MSP-C/EOI/002-R/2026-27dt 18.07.2026.**

**Do not open before 01.00 PM of 13.08.2026**

and has to be submitted to

**The Additional General Manager,  
ITI LIMITED,  
3<sup>rd</sup> Floor, Panagal Building,  
No.1, Jeen Road, Saidapet,  
Chennai-600 015, Tamil Nadu.**

25. Bids submitted after the due date & time will not be considered for evaluation and it is the responsibility of the bidder to submit the bids in time.
26. **Technical bids will be opened on 13.08.2026 at 01:30 PM** and the financial bid of technically qualified bidder(s) will be opened subsequently.
27. Bid should be valid for a period of 180 days from the date of opening of EOI response.
28. Conditional offers are liable for rejection.
29. 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.
30. Margin offered should be firm throughout the contract irrespective of the reason, whatsoever, including the exchange rate fluctuation. Margin to ITI would be payable on supply, I&C, and AMC services undertaken by the selected Bidder for the project.
31. The Bidders should give Clause by Clause compliance (as per Annexure III) of EOI with references to supporting documents; otherwise, the offers are liable for rejection.
32. The vendor is to indemnify ITI from any claims/penalties/statutory charges, liquidated damages, legal expenses, etc. as charged by the customer.
33. In the event that ITI is required to provide a demonstration or working of the product to their buyers, the same shall be arranged by the bidder at the latter's cost and expenditure.
34. Consortium not allowed.
35. **Cost of EOI:** The bidder shall bear all costs associated with the preparation and submission of his offer against this EOI, including the 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.
36. **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 bidders 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.
37. **Disclaimer:** ITI and/or its officers, and 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.
38. ITI will not consider any or all of the bids if they are not meeting EOI requirements.
39. The bidder shall refer to the ITI's website for any updates in EOI.

ITI reserves the right to suspend or cancel the EOI process at any stage, to accept, or reject any, or all efforts at any stage of the process, and/ or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever.

40. The interested SIs may like to discuss the customer tender related information, EOI Bidding Conditions, Bidding Process, and clarifications if any with the AGM at 044-24361971 / [msp\\_chn@itilttd.co.in](mailto:msp_chn@itilttd.co.in) The EOI should be submitted through online mode with clearly mentioning –
41. **Notice Inviting Expression of Interest for Selection of Business Associate for Provision of Telecom assets with IP-MPLS based technology at Balance Stations of Southern Railway.**
42. **Tender Ref: ITI/MSP-C/EOI/002-R/2026-27 Do not open before 01:30 PM of 13.08.2026**

**To  
The Additional General Manager,  
ITI LIMITED,  
3<sup>rd</sup> Floor, Panagal Building,  
No.1, Jeenis Road, Saidapet,  
Chennai-600 015, Tamil Nadu.**

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

M/s..... do hereby undertaking the following:

1. are not blacklisted nor have any Contract Terminated by Central Govt./ any State or UT Govt/ PSU/ organized sector in India as on submission of EOI proposal.
2. that we shall 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 that we shall submit EMD & Performance Bank Guarantee as per the original Tender terms & conditions.
3. that we will be equipped with the required manpower with qualifications, certifications and experience as required in the customer tender.
4. that we will be able to give the proposed solution.
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 indemnify ITI from any claims/penalties / statutory charges, liquidated damages, with legal expenses, etc. as charged by the customer.
8. to undertake to arrange to sign an agreement with OEM and ITI as per order requirement
9. that OEMs who meet the eligibility and other conditions as per customer tender requirement, will be finalized by us and produce the required eligibility documents and other related documents of the OEM for customer bid submission.
10. that we agree to take the responsibilities covered in the agreement (on back-to-back basis) to be signed between ITI & OEM (if required) as per customer tender conditions.
11. not to partner with any other organization for addressing this EOI.
12. to accept payment terms on back-to-back basis. Penalties, if any, will be borne by us.
13. to 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 into question under any circumstances are not blacklisted by Central Govt./ any State or UT Govt/ PSU/ organized sector in India as on submission of EOI proposal.

### **SPECIAL TERMS AND CONDITIONS**

1. For tenders / orders involving ITI manufacturing products, ITI will provide the required quotes etc.
2. ITI reserves the right to undertake the supplies up to 50% of the order quantity.

3. ITI reserves the right to decide on services likes installation and commissioning activities, Annual Maintenance Contract (AMC).
4. ITI reserves the right to split the balance orders (after taking out the ITI portion) amongst H1 and H2 (Highest Margin bidders) for speeding up the work if technically feasible, provided H2 bidder agrees to match with the H1 margin.
5. All activities like Proof of concept on a “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of agencies.
6. Agencies will be responsible for any shortcoming in the BOM and the same should be rectified free of cost.
7. Agencies should be willing to sign an exclusive agreement with ITI for the smooth execution of the project.
8. All commercial terms will be as per terms set by ITI.
9. Earnest Money Deposit (EMD) / Bid security / Performance BG required for submitting the bid will be borne by the selected agency.
10. Margin to ITI would be payable on Supply, Installation, Testing, Commissioning and AMC services undertaken by the selected agency for the project that has to remain firm under every situation.

**Annexure-I****BIDDER'S PROFILE**

|     |                                                                                                                                  |  |
|-----|----------------------------------------------------------------------------------------------------------------------------------|--|
| 1.  | Name and address of the company                                                                                                  |  |
| 2.  | Contact Details of the Bidder<br>(Contact person name with designation,<br>Telephone Number,<br>FAX,<br>E- mail and<br>Web site) |  |
| 3.  | Area of business                                                                                                                 |  |
| 4.  | Annual Turnover for 3 financial years (Rs. in Lakhs)                                                                             |  |
| 5.  | SIMILAR NATURE OF WORK                                                                                                           |  |
| 6.  | Net worth for past 3 financial Years                                                                                             |  |
| 6.  | Date of Incorporation                                                                                                            |  |
| 7.  | CIN Number, if applicable                                                                                                        |  |
| 8.  | GST number                                                                                                                       |  |
| 9.  | PAN Number                                                                                                                       |  |
| 10. | Number of technical manpower in the company's rolls                                                                              |  |
| 11. | Profile of Products (Make/Model)                                                                                                 |  |

**Note: Documentary evidence for above details to be submitted**

## Annexure-II

### **BUSINESS ASSOCIATE EMPANELMENT FORM**

|                                                                                    |  |
|------------------------------------------------------------------------------------|--|
| Tender Ref No with date                                                            |  |
| Name of the organization (Company Partnership firm / Proprietorship concern, etc.) |  |
| Certificate Reference of Registration                                              |  |
| Date of Incorporation / Registration                                               |  |
| Area of Business for which firm is registered                                      |  |
| GST Registration                                                                   |  |
| PAN No.                                                                            |  |
| IT Return Filed up to                                                              |  |
| Annual Turnover for the last 3 FYs as per Audited Accounts                         |  |
| Annual profit for the last 3 FYs as per Audited Accounts                           |  |
| Net worth as per Audited Accounts for the last Financial Year                      |  |
| Solvency Certificate issued during the last 6 months                               |  |
| Past experience of handling project / works (business category-wise)               |  |
| (a) Amount & Details of PO Received                                                |  |
| (b) Amount & Details of PO Executed / completed along with completion certificates |  |
| Previous experience with ITI Limited                                               |  |
| Product / Project wise Business Projection for the next 2 years                    |  |

|                                                                                             |  |
|---------------------------------------------------------------------------------------------|--|
| Acceptance for submitting tender fee EMD, PBG (if required)                                 |  |
| Acceptance for all terms and conditions of customer on back to back basis                   |  |
| Additional Credit Period to ITI if any, from the date of payment received from the customer |  |
| Man Power Details                                                                           |  |
| (a) Technical                                                                               |  |

|                                                                                  |  |
|----------------------------------------------------------------------------------|--|
| (b) Non-Technical                                                                |  |
| <i>Other terms / points, if required, may be added by the Standing Committee</i> |  |

**Annexure-III**

**COMPLIANCE STATEMENT**

Ref: \_\_\_\_\_

Date: \_\_\_\_\_

| SINo | Clause No | Clause | Compliance (Complied/ Not Complied) | Remarks with Documentary Reference |
|------|-----------|--------|-------------------------------------|------------------------------------|
| 1.   |           |        |                                     |                                    |
| 2.   |           |        |                                     |                                    |
| 3.   |           |        |                                     |                                    |
| 4.   |           |        |                                     |                                    |
| 5.   |           |        |                                     |                                    |

**NON-BLACK LISTING – BIDDER'S UNDERTAKING**

*(To be submitted either by authorized signatory or proprietor or each partner / director in case of partnership firms / companies on BIDDER Company's letter head)*

I, \_\_\_\_\_ son / daughter / wife of Shri \_\_\_\_\_  
 Proprietor / Partner / Director / Authorized Signatory / Representation of  
 M/s. \_\_\_\_\_ (name and address of the BIDDER) are competent to  
 sign this declaration and execute the tender document regarding

\_\_\_\_\_ (nature of  
 work of the tender);

I, \_\_\_\_\_ resident of \_\_\_\_\_ hereby  
 certify that our company has not been blacklisted or debarred in the past by any of State /  
 Central Govt. departments / PSU / Autonomous bodies.

**Or**

I, \_\_\_\_\_ resident of \_\_\_\_\_ hereby  
 certify that our company was blacklisted or debarred in the past by any of State / Central Govt.  
 departments / PSU / Autonomous bodies from taking part in the Government tenders for a  
 period of \_\_\_\_ years w.e.f. \_\_\_\_\_. The period is over and now the company is entitled  
 to take part in Government tenders.

In case at any stage, it is found that the information given by me is false / incorrect the  
 purchaser shall have the absolute right to take any action as deemed fit / without any prior  
 information to me;

I have carefully read and understood all the terms and conditions of the tender document and  
 undertake to abide by the same;

I also undertake that our firm will observe all legal formalities and / or obligations under the  
 contract well within time. In case of failure to observe any of the legal formalities and / or  
 obligations, I shall be personally liable under the appropriate law;

The information / documents furnished along with the tender document are true and  
 authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing  
 of any false information / fabricated documents would lead to rejection of my tender at any  
 stage besides liabilities towards prosecution under appropriate law.

(Signature of BIDDER, with Official Seal)

**ACCEPTANCE FOR SUBMITTING TENDER FEE– EMD – PBG**

*(To be submitted by BIDDER on their company letter head)*

Ref: \_\_\_\_\_

Date: \_\_\_\_\_

To  
The Additional General Manager,  
ITI LIMITED,  
3<sup>rd</sup> Floor, Panagal Building,  
No. 1, Jeen Road, Saidapet,  
Chennai - 600 015,  
Tamil Nadu

Dear Sir,

**Sub:** Acceptance for submitting tender fee– EMD – PBG

**Tender Ref No.:** \_\_\_\_\_

**Name of the work:** \_\_\_\_\_  
\_\_\_\_\_

We, M/s. \_\_\_\_\_ (name of BIDDER) hereby declare that we solely  
agree to pay the tender fee – EMD – PBG of amount Rs. \_\_\_\_\_,  
Rupees \_\_\_\_\_

\_\_\_\_\_ (in words)  
to ITI Limited, 3<sup>rd</sup> Floor, Panagal Building, No. 1, Jeen Road, Saidapet, Chennai- 600 015 as  
part of submitting the above said tender as per the terms and conditions of Customer Tender.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

**BID Security and PBG Declaration in place of EMD**

Ref: \_\_\_\_\_

Date: \_\_\_\_\_

To  
The Additional General Manager,  
ITI LIMITED,  
3<sup>rd</sup> Floor, Panagal Building,  
No. 1, Jeenis Road, Saidapet,  
Chennai - 600 015,  
Tamil Nadu

Dear Sir,

**Sub:** Acceptance for BID Security and PBG Declaration in place of EMD-reg

**Tender Ref No.:** \_\_\_\_\_

**Name of the work:** \_\_\_\_\_  
\_\_\_\_\_

We, M/s. \_\_\_\_\_ (name of BIDDER) hereby request to exempt us for EMD as being a MSME. We also hereby declare that we solely agree to pay the tender fee – EMD – PBG of amount Rs. \_\_\_\_\_, Rupees \_\_\_\_\_ (in words) to ITI Limited, 3<sup>rd</sup> Floor, Panagal Building, No. 1, Jeenis Road, Saidapet, Chennai- 600 015.

In case we have submitted the bid and ITI become L1 (Successful Bidder), If we are unable to start/execute the work as per customer satisfaction or if we are backed out from the tender due to any reason then we are liable to pay the EMD cost and the PBG to ITI.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

**EMD BANK GUARANTEE – BANKER'S UNDERTAKING***(As per terms and conditions of the Tender)*

WHEREAS M/s. \_\_\_\_\_  
 \_\_\_\_\_ (Name and Address  
 of the Company) having their registered office at

\_\_\_\_\_ (Address of the company's registered office) (hereinafter called  
 the 'Tenderer') wish to participate in the Tender Ref no. \_\_\_\_\_  
 for

\_\_\_\_\_ of (supply / work) of  
 \_\_\_\_\_ (Name of  
 the work) for \_\_\_\_\_

\_\_\_\_\_ ITI Limited, 3<sup>rd</sup> Floor, Panagal Building, No. 1, Jeenu Road, Saidapet,  
 Chennai - 600 015 and WHEREAS a Bank Guarantee for (hereinafter called the 'Beneficiary') Rs.  
 \_\_\_\_\_ (Amount of EMD) valid till \_\_\_\_\_ (date of validity of  
 this Guarantee which will be four months beyond initial validity of Tender's offer) which is  
 required to be submitted by the Tenderer along with the Tender.

We,

\_\_\_\_\_ (Name of the Bank and  
 address of the Branch giving the Bank Guarantee) having our registered office at

\_\_\_\_\_ (Address of Bank's registered office) hereby give  
 this Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ and  
 hereby agree unequivocally and unconditionally to pay immediately on demand in writing from  
 the ITI Limited, 3<sup>rd</sup> Floor, Panagal Building, No. 1, Jeenu Road, Saidapet, Chennai - 600 015 or  
 any officer authorized by it in this behalf any amount not exceeding Rs. \_\_\_\_  
 (Amount of EMD), Rupees \_\_\_\_\_ (in  
 words) to the said ITI Limited, 3<sup>rd</sup> Floor, Panagal Building, No. 1, Jeenu Road, Saidapet, Chennai  
 - 600 015 on behalf of the Tenderer.

We, \_\_\_\_\_ (Name of the Bank) also agree that

withdrawal of the tender or part thereof by the Tenderer within its validity or non-submission of Security Deposit by the Tenderer within one month from the date of tender or a part thereof has been accepted by the ITI Limited, 3<sup>rd</sup> Floor, Panagal Building, No. 1, Jeen Road, Saidapet,

Chennai - 600 015 would constitute a default on the part of the Tenderer and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the Tenderer and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank up to and inclusive of \_\_\_\_\_ (date of validity of Bank Guarantee) and shall not be terminable by notice or by Guarantor change in the constitution of the Bank or the firm of Contractors / Suppliers or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, conceded or agreed with or without our knowledge or consent, by or between parties to the said within written contract.

*'NOT WITHSTANDING' anything contained hereinbefore, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Amount of EMD), Rupees*

---

*\_\_\_\_\_ (in words). Our Guarantee shall remain in force until \_\_\_\_\_ (date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before \_\_\_\_\_ (date should be 1 month after the above validity period of Bank Guarantee), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.*

Signature of the Bank's authorized Signatory with Seal

Place:

Date:

Branch Code:

Address of the Bank:

Telephone:

Fax No:

**PERFORMANCE BANK GUARANTEE – BANKER’S UNDERTAKING***(As per terms and conditions of the Tender)*

We, \_\_\_\_\_ (Name of the Bank) hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the ITI Limited, 3<sup>rd</sup> Floor, Panagal Building, No. 1, Jeensis Road, Saidapet, Chennai - 600 015 or any officer authorized by it in this behalf any amount up to and not exceeding Rs. \_\_\_\_\_, Rupees \_\_\_\_\_ (in words) to the said ITI Ltd, Chennai on behalf of M/s. \_\_\_\_\_ who have entered into a contract for the supply / works specified below:

**Tender Ref No.** \_\_\_\_\_ **dated** \_\_\_\_\_.

This agreement shall be valid and binding on this Bank up to and inclusive of \_\_\_\_\_ and shall not be terminable by notice or by change in the constitution of the Bank or the firm of Contractors / Suppliers or by any other reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given conceded or agreed, with or without our knowledge or consent, by or between parties to the said within written contract.

*‘NOT WITHSTANDING’ anything contained hereinbefore, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Amount of EMD), Rupees \_\_\_\_\_ (in words).*

*Our Guarantee shall remain in force until \_\_\_\_\_ (date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before \_\_\_\_\_ (date should be 1 month after the above validity period of Bank Guarantee), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.*

Signature of the Bank’s authorized Signatory  
With Official Seal

Place:

Date:

Branch Code:

Address of the Bank:

Telephone:

Fax No:

**TENDER CONDITIONS ACCEPTANCE LETTER**

*(To be submitted by BIDDER on their company letter head)*

Ref: \_\_\_\_\_

Date: \_\_\_\_\_

To  
The Additional General Manager,  
ITI LIMITED,  
3<sup>rd</sup> Floor, Panagal Building,  
No: 1, Jeenis Road, Saidapet,  
Chennai - 600 015,  
Tamil Nadu

Dear Sir,

**Sub:** Acceptance of Terms and conditions of the Tender

**Tender Ref No.:** \_\_\_\_\_

**Name of the work:**

1. I / We have downloaded/obtained the tender document(s) for the above mentioned 'Tender / Work' from the website (s) namely: <https://eprocure.gov.in/eprocure/app>, <http://www.itilttd-india.com/Tender-EoI> and I / We have not tampered the tender document issued vide Tender No. \_\_\_\_\_ dated \_\_\_\_\_.

2. I / We have completely read the customer tender for the subject work.

3. I / We hereby certify that I / We have carefully read, understood, and accept all the terms/conditions/clauses of the tender and I / We shall abide by them.

4. The corrigendum(s) issued from time to time by your department/organization too has also been taken into consideration, while submitting the acceptance letter.

5. I / We hereby unconditionally accept the tender conditions of the above-mentioned tender document(s) / corrigendum(s) in totality / entirely.

6. In case any provisions of this tender are found violated, your department/organization shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against it in satisfaction of this condition.

7. In case we have submitted the bid then ITI become L1 (Successful Bidder), If we are unable to start/execute the work as per customer satisfaction or if we are backed out from the tender due to any reason then we are liable the pay the EMD cost and the PBG to ITI.

Yours faithfully,  
(Signature of the Bidder, with Official Seal)

**DECLARATION FOR NO CLAIM / NO OBJECTION**

*(To be submitted by BIDDER on their company letter head)*

Ref: \_\_\_\_\_

Date: \_\_\_\_\_

To  
The Additional General Manager,  
ITI LIMITED,  
3<sup>rd</sup> Floor, Panagal Building,  
No: 1, Jeenisi Road, Saidapet,  
Chennai - 600 015,  
Tamil Nadu

Dear Sir,

**Sub:** Declaration of No Claim / No Objection.

**Tender Ref No.:** \_\_\_\_\_

**Name of the work:** \_\_\_\_\_

We, M/s. \_\_\_\_\_ (name of BIDDER) hereby declare that we solely agree not to claim any kind of compensation or not to raise any objection for ITI Limited, 3<sup>rd</sup> Floor, Panagal Building, No. 1, Jeenisi Road, Saidapet, Chennai - 600 015 at any stage of evaluation if this EOI has been canceled by ITI or tender of end customer with reference to the above said tender.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

**ACCEPTANCE TO GRANT ADDITIONAL CREDIT PERIOD**  
(To be submitted by BIDDER on their company letter head)

Ref: \_\_\_\_\_

Date: \_\_\_\_\_

To  
The Additional General Manager,  
ITI LIMITED,  
3<sup>rd</sup> Floor, Panagal Building,  
No: 1, Jeenisi Road, Saidapet,  
Chennai - 600 015,  
Tamil Nadu

Dear Sir,

**Sub:** Acceptance of providing additional credit period to ITI.

**Tender Ref No.:** \_\_\_\_\_

**Name of the work:** \_\_\_\_\_

We, M/s. \_\_\_\_\_ (name of BIDDER) hereby declare that we solely agree to provide additional credit period to ITI Limited, 3<sup>rd</sup> Floor, Panagal Building, No. 1, Jeenisi Road, Saidapet, Chennai - 600 015 with reference to the above said tender.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

**PRE-CONTRACT INTEGRITY PACT**

*(This agreement has to be submitted in Rs.20/- NON-JUDICIAL stamp paper along with bid)*

**GENERAL**

This pre-bid pre-contract agreement (hereinafter called the Integrity Pact) is made on the day of..... the month of , between, ITI Limited, 3<sup>rd</sup> Floor, Panagal Building, No:1, Jeenu Road, Saidapet, Chennai-600 015, Tamil Nadu, India, (hereinafter called the "**BUYER**", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s ..... (*Name and address of the Bidder*) (hereinafter called the "**BIDDER**" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

**WHEREAS the BUYER** proposes to invite an Expression of Interest (EOI) for the selection/empanelment of a technology partner for a technical tie-up with ITI for the marketing/manufacturing of ..... (*name of the product*) and the **BIDDER** is willing to participate in the EOI as per the terms and conditions mentioned thereon;

**WHEREAS the BIDDER** is a private company/ public company/ Government undertaking/ partnership company (*strike off whichever is not applicable*), constituted in accordance with the relevant law in the matter and

**WHEREAS the BUYER** is a CPSU Company under the Department of Telecommunications, Ministry of Communications & IT, Government of India.

**NOW, THEREFORE,**

To avoid all forms of corruption by following a system that is fair, transparent, and free from any influence/prejudiced dealings prior to, during, and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the **BUYER** to select/ empanel a technology partner for the marketing/manufacturing of .... (*name of the product*) through the EOI in a transparent and corruption free manner, and Enabling **BIDDER** to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the **BUYER** will commit to preventing corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**1. Commitments of the BUYER**

1.1. The **BUYER** undertakes that no official of the **BUYER**, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the **BIDDER**, either for themselves or for any person, 'organization or third party related to the contract in exchange for an

advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2. The **BUYER** will during the pre-contract stage, treat all **BIDDERS** alike, and will provide to all **BIDDER** the same information and will not provide any such information to any particular **BIDDER** which could afford an advantage to that particular **BIDDER** in comparison to other **BIDDERS**.

1.3. All the officials of the **BUYER** will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

### 3. Commitments of BIDDER

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

- a) The **BIDDER** will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the **BUYER**, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- b) The **BIDDER** further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the **BUYER** or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or, execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- c) **BIDDER** shall disclose the name and address of agents and representatives and Indian **BIDDER** shall disclose their foreign principals or associates.
- d) **BIDDER** shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.

- e) The **BIDDER** further confirms and declares to the **BUYER** that the **BIDDER** is the original manufacturer/ integrator and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the **BUYER** or any of its functionaries, whether officially or unofficially to the award of the contract to the **BIDDER**, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such, intercession, facilitation or recommendation.
- f) The **BIDDER** either while presenting the bid or during pre-contract negotiations or before signing the contract, shall 'disclose any payments he has made, is committed to or intends to make to officials of the **BUYER** or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- g) The **BIDDER** will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- h) The **BIDDER** will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- i) The **BIDDER** shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the **BUYER** as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The **BIDDER** also undertakes to exercise due and adequate care lest any such information is divulged.
- j) The **BIDDER** commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- k) The **BIDDER** shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- l) If the **BIDDER** or any employee of the **BIDDER** or any person acting on behalf of the **BIDDER**, either directly or indirectly, is a relative of any of the officers of the **BUYER**, or alternatively, if any relative of an officer of the **BUYER** has financial interest/stake in the **BIDDER**'s firm, the same shall be disclosed by the **BIDDER** at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- m) The **BIDDER** shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the **BUYER**.

#### 4. Previous Transgression

4.1 The **BIDDER** declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any 'corrupt practices envisaged hereunder or with any Public-Sector

Enterprise in India or any Government Department in India that could justify **BIDDER's** exclusion from the tender process.

4.2 The **BIDDER** agrees that if it makes incorrect statement on this subject, **BIDDER** can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## 5. Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the **BIDDER** or anyone employed by it or acting on its behalf (whether with or without the knowledge of the **BIDDER**) shall entitle the **BUYER** to take all or any one of the following actions, wherever required: -

- a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the **BIDDER**. However, the proceedings with the other **BIDDER(s)** would continue.
- b) To immediately cancel the contract, if already signed, without giving any compensation to the **BIDDER**.
- c) To cancel all or any other Contracts with the **BIDDER**. The **BIDDER** shall be liable to pay compensation for any loss or damage to the **BUYER** resulting from such cancellation/rescission.
- d) To recover all sums paid in violation of this Pact by the **BIDDER(s)** to any middleman or agent or broker with a view to securing the contract.

5.2 The **BUYER** will be entitled to take all or any of the actions mentioned above, also on the Commission by the **BIDDER** or anyone employed by it or acting on its behalf (whether with or without the knowledge of the **BIDDER**), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the **BUYER** to the effect that a breach of the provisions of this Pact has been committed by the **BIDDER** shall be final and conclusive on the **BIDDER**. However, the **BIDDER** can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## 6. Independent Monitors

6.1 The **BUYER** appoints Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

6.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

6.4 Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of meetings.

6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the **BUYER**.

6.6 The **BIDDER(s)** accept(s) that the Monitor has the right to access without restriction to all Project documentation of the **BUYER** including that provided by the **BIDDER**. The **BIDDER** will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor shall be under contractual obligation to treat the information and documents of the **BIDDER** with confidentiality.

6.7 The **BUYER** will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

6.8 The Monitor will submit a written report to the designated Authority of **BUYER** within 8 to 10 weeks from the date of reference or intimation to him by the **BUYER/ BIDDER** and, should the occasion arise, submit proposals for correcting problematic situations.

## 7 Facilitation of Investigation

7.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the **BUYER** or its agencies shall be entitled to examine all the documents including the Books of Accounts of the **BIDDER** and the **BIDDER** shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## 8 Law and Place of Jurisdiction

8.1 This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the **BUYER** i.e. in the courts of Chennai.

## 9 Other Legal Actions

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

## 10 Validity

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

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

11 The parties hereby sign this Integrity Pact:

BUYER SIGN

BIDDER SIGN

Name of Officer:

Name of Bidder:

Designation:

Designation:

ITI Limited,  
3<sup>rd</sup> Floor, Panagal Building,  
No.1, Jeenis Road, Saidapet,  
Chennai – 600 015.

(Address)

Place:

Place:

Date:

Date:

Witness 1: .....

Witness 1: .....

Witness 2: .....

Witness 2: .....

**PRICE BID**

Tender Ref No: \_\_\_\_\_, dated \_\_\_\_\_

Due Date of Submission: \_\_\_\_\_

Nature of Work: \_\_\_\_\_  
\_\_\_\_\_**OFFERED NET MARGIN (NET OF TAX) TO ITI:**

| Description of the job                                                                                                                                                                                                                                                                                                                                                  | Net margin to ITI over<br>quoted price to end<br>customer<br>(in percentage figure) | Net margin to ITI over<br>quoted price to end<br>customer<br>(in percentage 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 tender / EOI/ NIT), if required, is to be provided by the BIDDER as per the mutual understanding / acceptance of BIDDER, ITI and end customer. |                                                                                     |                                                                                    |

Signature of authorized person of the bidder

Place:

Date:

Full Name in Block Letter:

Seal of the company

## **Procedure for Submission of Tender**

The bidder is required to submit soft copies of their bid electronically on the ITI e-wizard portal using a valid Digital Signature Certificate. 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, a bidder may visit the ITI e-wizard Portal <http://itilimited.euniwizard.com>

### **1. REGISTRATION PROCESS ON ONLINE PORTAL**

- a. Bidder to enroll on the e-Procurement module of the portal <http://itilimited.euniwizard.com> by clicking on the link “Bidder Enrolment” as per portal norms.
- b. The bidder is to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email addresses 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 the submission of complete details. The activation process will take a minimum of 24 working hours. After completion of the registration payment, you can also send your acknowledgment copy to our help desk mail id [ewizrdhelpdesk@gmail.com](mailto:ewizrdhelpdesk@gmail.com) for activation of your account.
- d. Bidder 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 the bidders are responsible for ensuring that they do not lend their DSC to others, which may lead to misuse. Foreign bidders are advised to refer to “DSC details for Foreign Bidder” for the digital signature requirement on the portal.
- f. Bidder then logs in to the site through the secured log in by entering their user ID/ password and the password of the DSC/e-Token.

### **2. Tender Document Search**

- a. Various built-in option is available in the e-wizard Portal to facilitate bidder to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
- b. There is also an option of the advance search for tenders, wherein the bidder 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 inform 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 and the number of documents – including the names and content of each of the documents that needs to be submitted. Any deviation from these may lead to rejection of the bid.
- d. Bidder, in advance, should get ready the bid documents to be submitted in the tender document/schedule and generally, they can be in ODF/XLS/PNG, etc. formats. Documents in PDF format with a maximum of Five (5) MB files 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 is to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c. Bidder Bidders must pay required payments (from 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 instruments.
- 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 bidder 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 bidder 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 & 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 institution reserves the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which will 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 the bidder manual. Bidder are requested to download the bidder manual from the home page of the website <https://itilimited.euniwizard.com> steps are as follow:

(Home page  Downloads  Bidder Manuals).

- b. The tender will be received online through the portal <https://itilimited.euniwizard.com>. In the technical Bids, the bidders are required to upload all the documents in.pdf format.
- c. Possession of a 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://itilimited.euniwizard.com>. A Digital Signature Certificate can be obtained from the authorized certifying agencies, details of which are available on the website <https://itilimited.euniwizard.com>. Under the link 'DSC help'

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

- d. The bidder has to **"Request the Tender"** to the 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 & and 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 & and conditions is allowed.
10. The tender inviting authority has the right to cancel this e-tender on the due date of receipt of the bids

### Assistance on ewizard portal

Gagan: 8448288987

Chaitanya: 8448288985

Sujatha: 8448288989

Rangaswamy: 8448288994

