

# ITI LIMITED REGIONAL OFFICE HYDERABAD

#### **Expression of Interest-2019-20/JULY-02**

संदर्भ/Ref: ITI/HYD/VSPRBL/JULY02/2019-20/12

Dt.11.07.2019

आईटीआई लिमिटेड, एक केंद्रीय सरकार। पब्लिक सेक्टर अंडरटेकिंग, संचार और आईटी मंत्रालय के अंतर्गत आता है, दो (2) में सील की गई शॉर्ट एक्सप्रेशन ऑफ इंटरेस्ट (EOI) को आमंत्रित करता है, जो योग्य बोलीदाताओं/Empanelled Business Associates / MOU पार्टनर्स या बिजनेस के लिए इच्छुक विक्रेताओं से तकनीकी और वाणिज्यिक बोलियों के लिए अलग-अलग कवर करता है। लैन की सुविधा और डेटा सेंटर फॉर फॉरगेट प्लांट लालगंज, रायबरेली, यूपी.

ITI LIMITED, a Central Govt. Public Sector Undertaking, comes under the Ministry of Communication's & IT, invites sealed Short Expression of Interest (EOI) in two (2) covers separately for technical and commercial bids, from Eligible bidders/Empanelled Business Associates/MOU partners or interested vendors for Business LAN facility and Data Centre for FORGED WHEEL PLANT Lalganj, Raebareli, U.P.

संदर्भ/**Ref**: VSP Tender Ref. No. VSP/CONT/E(209)/05/19/Proj.Contracts(Elec)/272 Dt.08.07.2019.

- a. EOI @ हैदराबाद जमा करने की अंतिम तिथि 30-07-2019 । @ 15.00 घंटे. Last date for submission of bids against this EOI @ ITI LIMITED, Hyderabad. 30.07.2019 @ 15.00 Hrs
- b. EOI का उद्घाटन 30-07-2019 को @ 15.30 पर है। घंटे. Opening of EOI @ ITI LIMITED Hyderabad 30.07.2019 @ 15.30 Hrs
- c. बयाना राशि/Earnest Money Deposit: Rs.1,75,000.00 (In the form of DD/Banker's cheque in favour of ITI LIMITED payable at Hyderabad).
- d. पी बी जी /Performance Bank Guarantee: 5% of PO Value
- e. सुरक्षा जमा राशि / Security Deposit: 5% of PO Value
- f. निविदा दस्तावेज लागत / Tender document Cost: Rs. 1,000.00 + GST
- g. निविदा मूल्य / Tender Value (Advertised): Rs. 1,00.00,000.00.
- h. ऑफर की वैधता / Validity of Offer:210 days.
- i. समापन की अवधि / Completion period: 8 Months.

The EOI should be addressed to Dy. General Manager, ITI LIMITED, Regional Office, 3<sup>rd</sup> Floor, 3-6-365/A, SAMA Towers, Liberty 'X' Roads, Himayatnagar, Hyderabad – 500 029, Phone: 04023262535, 23262555, Fax: 040-23262545.

After evaluation of EOI, finally selected bidder should become Business Associate of ITI Limited by paying Rs. 10,000.00 + GST (at present 18%) along with empanelment application form in duplicate. Please visit our site <a href="https://www.itiltd-india.com">www.itiltd-india.com</a> to get empanelment form.

#### **Eligibility Criteria:**

- a. Annual financial turnover during the last 3 years, ending 31<sup>st</sup> March of the previous financial year should be at least 30% of the estimated cost of the EOI and profit making for each of the last 3 financial years.
- b. Experience and past performance on similar contracts for last 7 years.
- c. ITI Limited, Hyderabad reserves the right to accept or reject in part or full, any or all the applications for this EOI.

Sl. No.	Ref No:	Date:	
		Compliance	Page No.
1	Name of the Organization (Company/Partnership firm/Proprietorship concern, etc.)		
2	Certificate reference of registration (Copy to be enclosed).		
3	Date of Incorporation/Registration.		
4	Nature/type of work for which firm is registered.		
5	Sales Tax Registration number (VAT/CST) & code no. (Please enclose the certificate copy).		
6	Service tax registration & code no. (Please enclose the certificate copy).		
7	GST Registration no. (please enclose the certificate copy)		
8	PAN No. with IT returns:		
9	Annual turnover for last 3 Financial Years As per audited accounts.		
	a) Year		
	b) Year		
	c) Year		
10	Annual Profit For last 3 financial Years for Audited accounts.		
	a) Year		
	b) Year		
	c) Year		
11	Net worth as per audited accounts for last financial year in Lakhs. (Should have positive) (Issued by CA)		
12	Solvency certificate issued during the last six months (copy to be submitted)		
13	Past experience of handling projects/similar works (Business category –wise Copies of PO's completion/appreciation letters.		
14	Amount and details of PO's received.		

15	Amount and details of PO Executed/completed			
1.6	along with completion certificates.			
16	Previous experience with ITI Limited if any.			
17	Product/Project wise business projection for the			
10	next two years with value.			
18	Acceptance for submitting:			
	A. Tender cost, Transaction Fee, EMD (selected bidder will be asked to submit the			
	Tender cost, Transaction Fee, EMD).			
	B. PBG/SD, Corpus fund (Selected bidder will			
	be asked to submit the PBG/SD at the time			
	LOA/LOI).			
19				
	Tender terms and conditions of end customer on			
	fully back to back basis.			
20	Additional credit period to ITI Limited if any,			
	from the date of payment received from customer.			
21	Man power details:			
	a) Technical (Require to submit manpower details			
	as per EOI).			
	b) Non technical – (Require to submit manpower			
	details as per EOI).			
22	I. Supply: ITI reserves the right to take up			
	50% of supply portion of work.			
	II. Installation & Commissioning:			
	a. ITI reserves the right to take up the 50% of work on its own which will			
	be decided at the time of contract			
	agreement/PO on bidder and			
	Margin shared to ITI Limited will			
	be on balance 50% portion of the			
	proportionate work only.			
	b. Accepting of testing and			
	commissioning will be back to back			
	basis.			
	III. AMC Services:			
	a. ITI Products: AMC will be done by			
	ITI Limited			
	b. Non ITI Products: ITI Limited			
	reserves the right to take up the			
	50% portion of work on its own			
	which will be decided at the time of			
	contract agreement/PO on bidder and ITI Limited margin will be			
	shared on balance 50% portion of			
	the proportionate work only.			
	IV. AMC Materials:			
	a. Rates to be arranged from OEM by			
	Bidder/BA.			
	V. WARRANTY: Back to back as per			

	terms and conditions of the end	
	customer.	
23	A. After submitting the offer to ITI, if ITI	
	Limited stood L1 and BA refuse to execute	
	the project the EMD will be forfeit & work	
	will be executed at the risk and cost of BA.	
	B. After issuing the LOA if BA failed to	
	submit the SD/PBG within stipulated time	
	specified in LOA, LOA will be deemed as	
	cancelled and the work will be executed at	
	the risk and cost of the BA and EMD will	
	be forfeited.	
	C. IF the BA failed to execute the project even	
	after submission of SD/PBG, the project	
	will be executed by ITI Limited at the risk	
	and cost of BA and SD/PBG, EMD	
	forfeited.	
	D. LD/Penalty: ITI Limited will have the full	
	right to impose LD/Penalty on BA/Bidder	
	if the performance of BA/Bidder is not	
	satisfactorily, irrespective of end customer	
	terms and conditions.	
24	Acceptance of validity of the quote as per the	
	Terms and conditions of the RFP/Tender of the end	
	customer.	
25	Any tax payment, which cannot be passed on to	
	BA as per back to back terms will be paid by ITI	
	Limited to BA, as and when the same will be	
	received by ITI Limited.	
26	Business Associate/Bidder should Indemnify the	
	entire PO value of end customer, if awarded on	
	them.	
27	Business Associate/Bidder should have office at	
•	Hyderabad.	
28	Self-Certification for Non Block-listing as per the	
20	Eligibility. (Annexure)	
29	After awarding LOA while executing the project, if	
	any advance payment received by ITI Limited	
	from end customer, same can be released to	
	Business Associate/Bidder against 110% of Bank	
20	Guarantee.	
30	Party/BA has to submit Notarized Power of	
	Attorney for Signing the EOI document and Board	
21	resolution for the same.	
31	Proof of concept (POC), Technical demonstration/	
	Presentations to be arranged by the selected	
	Bidder/Business Associate as per the end	
22	customer.	
32	Bidder should have strategic partnership with	
	OEM to ensure in time supply of materials	

	(documentary proof should be enclosed).			
33	Bidder should submit the undertaking for OEM	DEM		
	qualification criteria as per end customer.			
34	Selected Bidder/Business Associate are ready to			
	submit the techno/commercial compliance and			
	Price Bid of end customer within one day of			
	intimation to them.			
35	Bidder/Business Associate has to sign the			
	following Integrity pact.			

## $Commercial\ Bid\ format\ (Cover-2)$

Sl. No.	Details	% of Margin in words	% of Margin
			in figures
1	Margin offered to ITI LIMITED (in		
	figures and words) should for 50% of		
	the total work of in the Tender		

## पूर्वअनुबंधकीगहनताइकाई

(सादेकागजपरनिष्पादितिकयाजासकताहैऔरतकनीकीबोली / निविदादस्तावेजोंकेसाथप्रस्तुतिकयाजासकताहै, जिसमेंआरएस ------ याअधिककामूल्यहो। बोलीकर्ताद्वाराहस्ताक्षरितिकयाजाना। औरआईटीआईलिमिटेडकीओरसेसंबंधितअनुबंधपरहस्ताक्षरकरनेकेलिएएकहीहस्ताक्षरकर्तासक्षम / प्राधिकृत)। निविदानहीं ..... यह अखंडता संधि ..... के दिन ..... 20 पर बनी है

केबीच:

आईटीआईलिमिटेड, आईटीआईभवन, द्वारवनगर, बैंगलोरमेंअपनापंजीकृतऔरकॉर्पोरेटकार्यालयहै - 560 016 औरभारतसरकारकेसंचारऔरआईटीमंत्रालयकेतहतस्थापितिकयागया (बादमेंप्रिंसिपलकहाजाताहै), जिसेशब्दतबतकबाहररखाजाएगायाजबतकसंदर्भकेलिएवापसनहींलियाजाएगा।, इसकेअध्यक्षऔरप्रबंधनिदेशक, निदेशकों, अधिकारियोंयाउनमेंसेकिसीकोभीअध्यक्षऔरप्रबंधनिदेशकद्वारानिर्दिष्टकरनेकेलिएइसओरशामिलकरनेकेलिए समझाजाताहैऔरइसकेउत्तराधिकारियोंकोभीशामिलिकयाजाएगा)

#### तथा:

।द्वाराप्रतिनिधित्व। . मुख्य केकार्यकारीअधिकारी (इसकेबादबोलीदाता (ओं) / ठेकेदार (ओं) कोकहाजाताहै), जिसेतबतकनहींरखाजाएगा, जबतकिकइसकेअपवादकोनिरस्तनहींकियाजातायाइसेइसकेउत्तराधिकारियों, प्रतिनिधियों, उत्तराधिकारियोंऔरबोलीदाता / अनुबंधकेअसाइनकोशामिलकरनेकेलिएसमझाजाताहै। दुसराभाग।

#### प्रस्तावना

प्रधानाचार्यपुरस्कारकेलिएसंगठनात्मकप्रक्रियाओं, निविदा / अनुबंध ....... (स्टोर / उपकरणों / वस्तुओंकानाम) केतहतपुरस्कारदेनेकाइरादारखताहै।प्रधानाध्यापक, भूमिकेसभीप्रासंगिककानूनों, विनियमों, संसाधनोंकेआर्थिकउपयोगऔरनिष्पक्षता / पारदर्शिताकेसंबंधमेंअपनेबिडर (एस) / ठेकेदार (एस) केसाथपूर्णअनुपालनकामहत्वदेतेहैं।

इनलक्ष्योंकोप्राप्तकरनेकेलिए, प्रिंसिपलनेएकस्वतंत्रबाहरीमॉनिटर (आईईएम) नियुक्तकियाहै, जोइससमझौतेमेंउल्लिखितसिद्धांतोंकेअनुपालनकेलिएनिविदाप्रक्रियाऔरअनुबंधकेनिष्पादनकीनिगरानीकरे गा।

इसउद्देश्यकोपूराकरनेकेलिए,

दोनोंपक्षइसअखंडतासमझौतेमेंप्रवेशकरनेकेलिएसहमतहुएहैंऔरनियमऔरशर्तेंभीअभिन्नअंगऔरनिविदादस्ता वेजोंकेपार्सलऔरपार्टियोंकेबीचअनुबंधकेरूपमेंपढ़ीजाएंगी।

अबइसकेअलावा.

इसदेशमेंआनेवालेदलोंकीसंख्याकेहिसाबसेमुतवल्लीवर्गोंकीसंख्यामेंवृद्धिहुईहैऔरइससमझौतेकेतहतइससमझौ तेकोलागुकियाजारहाहै:

खंड 1 - मूलसिद्धांत

1.1 प्रधानाचार्यभ्रष्टाचारकोरोकनेऔरनिम्नलिखितसिद्धांतोंकापालनकरनेकेलिएआवश्यकसभीउपायकरनेके लिएस्वयंकोप्रतिबद्धकरताहै:

ए।प्रिंसिपलकाकोईकर्मचारी, व्यक्तिगतरूपसेयापरिवारकेसदस्योंकेमाध्यमसे, अनुबंधयामांगकेनिष्पादनकेलिएनिविदाकेसंबंधमें, स्वयंयातीसरेव्यक्तिकेलिए, किसीभीसामग्रीयासारलाभकेलिएएकवादानहींकरताहैयास्वीकारकरताहै, जोव्यक्तिगतहैकानूनीरूपसेहकदारनहींहै।

ख।प्रधानाचार्य, निविदाप्रक्रियाकेदौरानसभीबोलीदाताकोइक्विटीऔरकारणकेसाथव्यवहारकरेंगे। टेंडरप्रक्रियासेपहलेऔरउसकेदौरानप्रिंसिपलिवशेषरूपसे, सभीबोलीदाताकोसमानजानकारीप्रदानकरेंगेऔरिकसीभीबोलीदाता (ओं) कोगोपनीय / अतिरिक्तजानकारीप्रदाननहींकरेंगे, जिसकेमाध्यमसेबोलीलगानेवालेकोसंबंधमेंएकलाभिमलसके। निविदाप्रक्रियायाअनुबंधनिष्पादनकेलिए।

सी।प्रधानाचार्यसभीज्ञातपूर्वाग्रहीव्यक्तियोंकीप्रक्रियासेबाहरकरदेंगे।

1.2 यदिप्रधानाचार्यअपनेकिसीकर्मचारीकेआचरणकेबारेमेंजानकारीप्राप्तकरताहै, जोआईपीसी / पीसीअधिनियमकेतहतएकआपराधिकअपराधहैयायदिइससंबंधमेंकोईठोससंदेहहै, तोप्रिंसिपलमुख्यसतर्कताअधिकारीकोसूचितकरेगाऔरइसकेअलावाअनुशासनात्मकपहलकरसकताहै। इसकीआंतरिकनिर्धारितनियमों / विनियमोंकेअनुसारकार्रवाई।

खंड 2 - बोलीदाता / अनुबंधकर्ताकीसमितियां

2.1 बोलीदाता (ओं) / ठेकेदार (ओं) नेभ्रष्टाचारकोरोकनेकेलिएआवश्यकसभीउपायकरनेकेलिएखुदकोप्रतिबद्धिकया। वहनिविदाप्रक्रियामेंभागीदारीकेदौरानऔरअनुबंधकेनिष्पादनकेदौराननिम्नलिखितसिद्धांतोंकापालनकरताहै।

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निविदाकर्ताप्रक्रियामेंशामिलप्रधानाचार्यकेकर्मचारियोंयाअनुबंधकेनिष्पादनयाकिसीभीतीसरेव्यक्तिकोकिसी भीसामग्रीकेलिएबोलीलगाने (ओं) / ठेकेदार (ओं), सीधेयाकिसीअन्यव्यक्तियाफर्मकीपेशकश, वादायादेनेकेलिएनहींहोगानिविदाप्रक्रियाकेदौरानयाअनुबंधकेनिष्पादनकेदौरानिकसीभीतरहकेकिसीभीलाभ केबदलेमेंवहअन्यलाभजोवह / वहकानुनीरूपसेहकदारनहींहै, कोप्राप्तकरनेकेलिए।

ख।बोलीदाता (ओं) / ठेकेदार (एस) अन्यबोलीदाताओं / ठेकेदारोंकेसाथिकसीभीअज्ञातसमझौतेयासमझमेंप्रवेशनहींकरेंगे, चाहेवहऔपचारिकहोयाअनौपचारिक। यहिवशेषरूपसेकीमतों, विनिर्देशों, प्रमाणपत्रों, सहायकअनुबंधों, बोलियोंकोप्रस्तुतकरनेयागैर-अधीनतायाप्रतिस्पर्धाकोप्रतिबंधितकरनेयाबोलीप्रक्रियामेंकार्टिलाइज़ेशनलागूकरनेकेलिएकिसीभीअन्यकार्यों परलागूहोताहै।

सी।व्यक्तिगतलाभकीप्रतियोगिताकेलिए, यादूसरोंकेपासजानेकेलिएबोलीलगानेवाले (ठेकेदार), आईपीसी / पीसीअधिनियमकेतहतकोईअपराधनहींकरेंगे, आगेबोलीदाता (ठेकेदार) / ठेकेदार (एस) अनुचितरूपसेउपयोगनहींकरेंगे।इलेक्ट्रॉनिकरूपसेसम्मिलितयाप्रेषितजानकारीसहितयोजनाओं, तकनीकीप्रस्तावोंऔरव्यावसायिकविवरणोंकेसंबंधमेंप्रधानाचार्यद्वाराप्रदानकीगईकोईभीजानकारीयादस्तावे जा

घ।विदेशीमूलकेबोलीदाता (ठेकेदार) / ठेकेदार (एस) भारतमेंएजेंटों / प्रतिनिधियोंकेनामऔरपतेकाखुलासाकरेंगे, यदिकोईहो।इसीप्रकार, भारतीयराष्ट्रीयताकेबोलीदाता (ठेकेदार) / ठेकेदार (विदेशी) रियासतोंकानामऔरपताप्रस्तुतकरेंगे, यदिकोईहो। ई।बोलीदाता (ओं) / ठेकेदार (ओं) को, बोलीप्रस्तुतकरतेसमय, किएगएकिसीभीऔरसभीभुगतानोंकाखुलासाकरनाहोगा, जोअनुबंधकेपुरस्कारकेसंबंधमेंएजेंटों, दलालोंयाकिसीअन्यबिचौलियोंकोबनानेकेलिएप्रतिबद्धहैंयाकरनाचाहतेहैं।

च।बोलीदाता (ओं) / ठेकेदार (ओं)

कोकोईबाहरीप्रभावऔरसरकारनिकायोंकोप्रत्यक्षयाअप्रत्यक्षरूपसेअपनीबोलीकोआगेबढ़ानेकीप्रक्रियामेंनहीं लाएगा।

जी।बोलीदाता (ओं) / ठेकेदार (s)

ऊपरउल्लिखितअपराधोंकेलिएयाऐसेअपराधोंकेलिएएकसहायकहोनेकेलिएतीसरेव्यक्तिकोउकसाएंगेनहीं।

- खंड 3 भविष्यकेपरिणामोंसेनिविदाप्रक्रियाऔरनिष्कासनसेसंबंधितविवरण
- ३.१यदिनिविदाप्रक्रियाकेदौरानयाअनुबंधकेदौरानयानिष्पादनकेदौरानबिडर (ठेकेदार), ठेकेदार, नेधारा२याउससेअधिककेउल्लंघनमेंकोईअपराधिकयाहै, जैसेकिउसकीविश्वसनीयतायाविश्वसनीयताडालनेकेलिएप्रश्नमेंप्रिंसिपलनिविदाप्रक्रियासेबोलीदाता (ओं) / ठेकेदार (एस) कोअयोग्यघोषितकरनेकाहकदारहै।
- 3.2 यदिबोलीदाता (ओं) / ठेकेदार (ओं) नेउपरोक्तकीधारा2 केउल्लंघनकेमाध्यमसेएकअपराधिकयाहै, जैसेकिउसकीविश्वसनीयतायाविश्वसनीयताकोसवालमेंडालनेकेलिए, प्रिंसिपलभविष्यकेनिविदाकोब्लैकिलस्टकरनेसिहतबाहरकरनेकाहकदारहोगा / अनुबंधपुरस्कारप्रक्रिया। अपवर्जनकाअधिरोपणऔरअविधपरिवर्तनकीगंभीरतासेनिर्धारितकीजाएगी। प्रधानाचार्यद्वाराप्रत्येकमामलेकेपूर्णतथ्योंऔरपरिस्थितियोंकोध्यानमेंरखतेहुएगंभीरताकानिर्धारणिकयाजाए गा, विशेषरूपसेप्रतिगमनकीसंख्याकोध्यानमेंरखतेहुए, बिडर (ओं) / ठेकेदार (ओं) कीकंपनीपदानुक्रमकेभीतरप्रतिगमनकीस्थितिऔरनुकसानकीराशि। अपवर्जनन्यूनतमएकवर्षकीअविधकेलिएलगायाजाएगा।

## 3.3 बोलीदाता (ठेकेदार) /

ठेकेदारअपनीस्वतंत्रसहमितकेसाथऔरिकसीभीप्रभावकेबिनासहमतहोतेहैंऔरइसतरहकेबिहष्करणकोआगेब ढ़ानेऔरस्वीकारकरनेऔरआगेबढ़नेकेलिएप्रिंसिपलकेपूर्णअधिकारकासम्मानऔरसमर्थनकरनेकेलिएसहमतहो तेहैं।ऐसेबिहिष्कारकासहारालेनेकेनिर्णयसेपहलेकिसीभीसुनवाईकीकमीसहितकोईभीआधारिलयाजाताहै। उपक्रमस्वतंत्ररूपसेऔरस्वतंत्रकानूनीसलाहप्राप्तकरनेकेबादिदयाजाताहै।

- ३.४यदिऐसामानाजाताहैकिउपलब्धसाक्ष्योंपरविचारकरनेकेबादप्रधानाचार्यकानिष्कर्षहैकिउपलब्धतथ्योंके आधारपरकोईभौतिकसंदेहनहींहै।
- 3.5 इसइंटीग्रिटीपैक्टकेप्रावधानोंकाउल्लंघनकरनेवालेप्रभावकेलिएप्रिंसिपलकानिर्णयबिडर (एस) / ठेकेदार (एस) द्वाराकियागयाहै, अंतिमऔरबिडर (एस) / ठेकेदार (एस) परबाध्यकारीहोगा, हालांकिइससंधिकेउद्देश्यसेनियुक्तबिडर (ठेकेदार) / ठेकेदारआईईएमसेसंपर्ककरसकतेहैं।
- 3.6 अखंडतासंधिबोलीदाता (ओं) / ठेकेदार (ओं) केउल्लंघनसेउत्पन्नहोनेवालेकिसीभीप्रतिबंध / अयोग्यताकीघटनापर, इसखातेपरिकसीभीमुआवजेकाहकदारनहींहोगा।

प्रिंसिपलकीपूर्णसंतुष्टिकेअधीन, बिडर (एस) / ठेकेदार (एस) केबिहिष्कारकोप्रिंसिपलद्वारारद्दिकियाजासकताहैअगरबिडर (एस) / ठेकेदार (एस) यहसाबितकरसकताहैकिउसनेनुकसानकोबहालिकयाहै / पुन: स्थापितिकयाहै। उनकेद्वाराऔरउनकेसंगठनमेंएकउपयुक्तभ्रष्टाचारिनवारकप्रणालीस्थापितिकीहै।

### खंड 4 - पूर्वपरिवर्तन

4.1 बिडर (ठेकेदार) / ठेकेदार (एस)

घोषणाकरताहैिकपिछले3 वर्षोंमेंकिसीभीअन्यकंपनीकेसाथइसवफ़ादारीसंधिपरहस्ताक्षरकरनेसेठीकपहलेको ईभीपूर्वसंक्रमणनहींहुआहै, जोकिसीभीदेशमेंभ्रष्टाचार-विरोधी / पारदर्शिताअंतर्राष्ट्रीय (TI) दृष्टिकोणकेअनुरूपहै।भारतकेकिसीभीसरकारीविभागकेभारतमेंकिसीभीअन्यसार्वजिनकक्षेत्रकेउपक्रमों / उपक्रमोंकेसाथजोनिविदाप्रक्रियासेउनकेबहिष्कारकोउचितठहरासकतेहैं।

४.२यदिबिडर (ठेकेदार) / ठेकेदारइसविषयपरगलतबयानदेतेहैं, तोउन्हेंनिविदाप्रक्रियासेअयोग्यठहरायाजासकताहैयाउनकेबिहष्कारकेलिएकार्रवाईकीजासकतीहैजैसािकधा रा -२केउल्लंघनकेलिएउपरोक्तधारा३केतहतउिल्लिखितहै।उपरोक्तऔरइससंधिकेधारा-5 केअनुसारहर्जानेकेमुआवजेकेलिएउत्तरदायीहोगा।

## खंड 5 - क्षतिकेलिएमुआवजा

- 5.1 यदिप्रधानाचार्यनेधारा3 केअनुसारपुरस्कारसेपहलेनिविदाप्रक्रियासेबोलीदाता (ठेकेदार) / ठेकेदारकोअयोग्यघोषितकरदियाहै, तोप्रिंसिपलअर्नेस्टमनीडिपॉजिट / बिडसिक्योरिटी / डिमांडकोवापसलेनेऔरक्षतिपूर्तिकेबराबरहोनेकाहकदारहै।बयानामनीडिपॉजिट / बिडसिक्योरिटीकिसीभीअन्यकानूनीकेअलावाजोप्रिंसिपलकेलिएअर्जितहोसकतीहै।
- 5.2 प्रधानाचार्यकेऊपर 5.1 केअलावाठेकेदारकीचूककेकारणअनुबंधकीसमाप्तिसेसंबंधितअनुबंधकेसंबंधितप्राव धानकेलिएसहारालेनेकाहकदारहोगा।ऐसेमामलेमें, प्रिंसिपलठेकेदारकेप्रदर्शनबैंकगारंटीकोरद्दकरनेयामांगऔरसमाप्तिकेखिलाफअनुबंधसमझौतेकेप्रावधानोंकेअनु सारपरिसमापनऔरसभीनुकसानकीवसूलीकरनेकाहकदारहोगा।
- खंड 6 सभीबोलीदाताओं / ठेकेदारोंकाएकसमानउपचार
- 6.1 प्रधानाचार्यसमानमामलोंकेलिएसभीबोलीदाताओंऔरठेकेदारोंकेसाथसभीसमानशर्तोंपरवफ़ादारीसंधिमें प्रवेशकरेंगे।
- 6.2 बोलीदाता (ठेकेदार) / ठेकेदारइससमझौतेकोअपनेउपमहाद्वीप (एस) / उप-विक्रेता (एस) / सहयोगी (एस), यदिकोईहो,

औरप्रधानकेसाथहीप्रस्तुतकरनेकेलिएहस्ताक्षरितकरनेकाकार्यकरतेहैंअनुबंधपरहस्ताक्षरकरनेसेपहलेनिविदाद स्तावेज / अनुबंध।बिडर (ओं) [कॉन्ट्रैक्टर (ओं) कोइसकेकिसीभीउपठेकेदार / उप-विक्रेता / सहयोगियोंद्वारावफ़ादारीसंधिसमझौतेमेंनिर्धारितप्रावधानोंकेकिसीभीउल्लंघनकेलिएजिम्मेदारहोगा। 6.3 प्रधानाचार्यउनसभीबोलीदाताओंकोनिविदाप्रक्रियासेअयोग्यघोषितकरेगाजोइसवफ़ादारीसंधिपरहस्ताक्ष रनहींकरतेहैंयाइसकेप्रावधानोंकाउल्लंघनकरतेहैं।

खंड 7 - क्रमानुसारप्रभारलेनेवालीबोलीदाता (एस) / ठेकेदार (एस)

7.1 यदिप्रधानाध्यापककोकिसीबिडठेकेदार (एस) याउप-ठेकेदार / उप-विक्रेता / बिडर (एस) / ठेकेदार (एस) केसहयोगियोंकेआचरणकीकोईसूचनाप्राप्तहोतीहै,

जोभ्रष्टाचारकागठनकरताहैयायदिप्राचार्यकोइससंबंधमेंसंदेहहैप्राचार्यउचितकार्यवाहीकेलिएप्रधानकेमुख्यसत र्कताअधिकारीकोसूचितकरेंगे।

खंड 8 - स्वतंत्रबाहरीप्रबंधक (एस)

8.1 इससंधिकेलिएप्रिंसिपलसक्षमऔरविश्वसनीयस्वतंत्रमॉनिटर (ओं) कोनियुक्तकरताहै। मॉनिटरकाकार्यस्वतंत्ररूपसेऔरनिष्पक्षरूपसेसमीक्षाकरनाहै, चाहेपक्षइससमझौतेकेतहतदायित्वोंकापालनकरेंयानहीं।

- 8.2 मॉनिटरपार्टियोंकेप्रतिनिधियोंद्वाराकिसीभीनिर्देशकेअधीननहींहैऔरअपनेकार्योंकोन्यूट्रलऔरस्वतंत्ररूपसे करताहै।वहप्रिंसिपलकेअध्यक्षऔरप्रबंधनिदेशककोरिपोर्टकरेंगे।
- 8.3 बिडर (कांट्रैक्टर) / कॉन्ट्रैक्टरयहस्वीकारकरताहैकिबिडर (ओं) / कॉन्ट्रैक्टर (ओं) द्वाराप्रदानिकएगएसिहतप्रधानाचार्यकेसभीउत्पादप्रलेखनकेलिएमॉनीटरकोप्रतिबंधकेबिनाउपयोगकरनेकाअ धिकारहै।बोलीदाता (ओं) / ठेकेदार (ओं) कोभीमॉनीटरप्रदानकरेगा, उनकेअनुरोधपरऔरएकवैधितकेप्रदर्शन, अप्रतिबंधितऔरिबनाशर्तउनकीपरियोजनाप्रलेखनकेलिएउपयोग। मॉनिटरगोपनीयताऔरिबडर (ठेकेदार) / ठेकेदार (एस) कीजानकारीऔरगोपनीयताकेसाथव्यवहारकरनेकेलिएसंविदात्मकदायित्वकेतहतहै।

प्रधानाचार्यपरियोजनासेसंबंधितपक्षोंकेबीचसभीबैठकोंकेबारेमेंमॉनिटरकोपर्याप्तजानकारीप्रदानकरेगा, बशर्तेकिऐसीबैठकप्रधानाचार्यऔरबोलीदाता (ओं) / ठेकेदार (ओं) केबीचसंविदात्मकसंबंधोंपरप्रभावडालसकतीहै।जैसेहीमॉनिटरनोटिसकरताहै, यानोटिसपरविश्वासकरताहै, इससमझौतेकाउल्लंघनकरताहै, वहप्रधानाचार्यकेप्रबंधनकोसूचितकरेगाऔरप्रबंधनसेअनुरोधकरेगािकवहसुधारात्मककार्रवाईकरे, याअन्यप्रासंगिककार्रवाईकरे।मॉनिटरइससंबंधमेंगैर-बाध्यकारीिसफारिशेंप्रस्तुतकरसकताहै।इसकेअलावा, मॉनिटरकोपार्टियोंसेमांगकरनेकाकोईअधिकारनहींहैिकवेविशिष्टतरीकेसेकार्यकरतेहैं, कार्रवाईसेबचतेहैंयाकार्रवाईकोबर्दाश्तकरतेहैं।

8.5.५मॉनिटर ---- प्रधानाचार्यकेअध्यक्षऔरप्रबंधनिदेशककोएकलिखितरिपोर्ट ----- से -------सप्ताहतकभेजेगा, संदर्भकीतारीखसेयाप्राचार्यद्वाराउसेसूचितकरनाचाहिए।
समस्याउत्पन्नकरनेवालेपरिस्थितियोंकोसुधारनेकेलिएप्रस्तावप्रस्तुतकरें।
8.6 यदिमॉनिटरनेप्रिंसिपलऔरप्रिंसिपलकेप्रबंधनिदेशककोप्रासंगिकआईपीसी /
पीसीअधिनियमकेतहतअपराधकासंदेहव्यक्तिकयाहै,
औरप्रिंसिपलकेअध्यक्षऔरप्रबंधनिदेशकनेउचितसमयकेभीतरकार्रवाईकेलिएदिखाईकार्रवाईनहींकीहैऐसाअप

राधयामुख्यसतर्कताअधिकारीकोइसकीसूचनादी, मॉनिटरइससूचनाकोसीधेकेंद्रीयसतर्कताआयुक्तकोभीप्रेषितकरसकताहै। 8.7 'मॉनीटर' शब्दमेंएकवचनऔरबहुवचनदोनोंशामिलहोंगे।

### खंड 9 - निवेशकीसुविधा

9.1 इससंधिकेकिसीभीप्रावधानकेउल्लंघनयाकमीशनकेभुगतानकेकिसीभीआरोपकेमामलेमें, प्रिंसिपलयाइसकीएजेंसियां बिडर (एस) / कॉन्ट्रैक्टर (ओं) केखातोंसिहतसभीदस्तावेजोंकीजांचकरनेकीहकदारहोंगी।बोलीदाता (ओं) / ठेकेदार (ओं) कोअंग्रेजीमेंआवश्यकजानकारीऔरदस्तावेजउपलब्धकराएजाएंगेऔरदस्तावेजोंकेसत्यापनकेउद्देश्यसेप्रधाना चार्यकोसभीमददकाविस्तारकरनाहोगा।

## खंड 10 - कानूनऔरन्याय

10.1 संधिभारतीयक्षेत्रमेंलागूकानूनकेअधीनहै।प्रदर्शनऔरक्षेत्राधिकारकास्थानप्रधानकीसीटहोगी। 10.2 इससंधिमेंनिर्धारितकीगईकार्रवाईकिसीभीअन्यकानूनीकार्रवाईकेपक्षपातकेबिनाहैजोकिसीभीनागरिकयाआप राधिककार्यवाहीसेसंबंधितमौजूदाकानूनकेप्रावधानोंकेअनुसारहोसकतीहै।

#### खंड 11 - अंकविभाजन

- 11.1 यहसमझौतातबशुरूहोताहैजबदोनोंपक्षोंनेकानूनीरूपसेइसपरहस्ताक्षरिकएहैं। यहप्रधानाचार्यकीपूर्णसंतुष्टिकेलिए, परियोजना / कार्यकीवारंटी / गारंटीअवधिकेपूराहोनेपर 12 महीनेकेबादसमाप्तहोरहाहै।
- 11.2 यदिबोलीदाता (ओं) / ठेकेदार (एस) असफलहैं, तोबोलीदाता (ओं) / ठेकेदार (ओं) कीओरसेविफलताकेप्रमाणपरतीनमहीनेकेबादसंधिस्वतःअमान्यहोजाएगी।
- ११.३यदिकिसीदावेकोसंधिकीवैधताकेदौरानदर्जिकयागयाहै / कियागयाहै, तोवहतबतकबाध्यकारीरहेगाऔरतबतकमान्यरहेगाजबतकिवहप्रधानाचार्यकेअध्यक्षऔरप्रबंधनिदेशकद्वारा छुट्टी / निर्धारितनहींकियाजाता।

#### खंड 12 - अन्यप्रावधान

- 12.1 यहसमझौताभारतीयकानूनकेअधीनहै, प्रदर्शनऔरअधिकारक्षेत्रकास्थानबेंगलुरुमेंप्रिंसिपलकापंजीकृतऔरकॉर्पोरेटकार्यालयहै। 12.2 परिवर्तनऔरपूरककेसाथ-साथसमाप्तिनोटिसदोनोंपक्षोंद्वारालिखितरूपमेंकिएजानेकीआवश्यकताहै। साइडएग्रीमेंटनहींकिएगएहैं।
- 12.3 यदिबोलीदाता (ओं) / ठेकेदार (ओं) याएकसाझेदारी, संधिकोसभीसंघकेसदस्योंऔरभागीदारोंद्वाराहस्ताक्षरितकियाजानाचाहिए।

12.4 क्याइससंधिकेएकयाकईप्रावधानअमान्यहोनेचाहिए, इससंधिकेशेषवैधबनेरहे।इसमामलेमें, पक्षअपनेमुलइरादोंकेलिएएकसमझौतेपरआनेकाप्रयासकरेंगे। 12.3 इससंधिकीअवधिकेसंबंधमेंपक्षकारोंकेबीचउत्पन्नहोनेवालेकोईभीविवाद / अंतर, इससंधियाउसकेअनुसारप्रधानाचार्यद्वाराकीगईकोईभीकार्रवाईकिसीभीमध्यस्थताकेअधीननहींहोगी। 12. 4 इसवफ़ादारीसंधिमेंकार्रवाईकिसीभीअन्यकानूनीकार्रवाईकेपक्षपातकेबिनाहोतीहैजोकिसीभीनागरिकयाआ पराधिककार्यवाहीसेसंबंधितमौजूदाकानुनकेप्रावधानोंकेअनुसारहोसकतीहै। गवाहमेंजहांपार्टियोंनेइसअखंडतासंधिपरहस्ताक्षरिकएहैंऔरउसस्थानपरतारीखऔरक्रियान्वयनिकयाहैजोपह लेगवाहकीउपस्थितिमेंउल्लिखितकियागयाहै: फॉरबेडर (एस) / अनुबंधकर्ता (एस) केलिए प्रमुख (नामऔरपदनाम) (नामऔरपदनाम) गवाह गवाह 1)-----2) -----PRECONTRACT INTEGRITY PACT (To be executed on plain paper and submitted along with Technical Bid/ Tender Documents having a value of RS----- or more. To be signed by the bidder and same signatory Competent/ Authorized to sign the relevant contract on behalf of the ITI Ltd). Tender No..... 

ITI Limited \_\_\_\_\_\_ having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bangalore — 560 016 and established under the Ministry of Communications & IT, Government of India (hereinafter called the Principal), which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman & Managing Director, Directors, Officers or any of them specified by the Chairman & Managing Director in this behalf and shall also include its successors and assigns) ON THE ONE PART

**BETWEEN:** 

AND:			
represented by Executive Officer (hereinafter called the Bidder(s)/Contrac			
excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the bidder/contract ON THE SECOND PART.			
<u>Preamble</u>			
WHEREAS the Principal intends to award, under laid do	own organizational procedures,		
tender/ contract for(name of the	e Stores/equipments/items).The		

Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s)/

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

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

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

#### SECTION 1 — COMMITMENTS OF THE PRINCIPAL

Contractor(s).

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
  - b. The Principal will, during the tender process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Actor if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

#### SECTION 2 — COMMITMENTS OF THE BIDDER/ CONTRACTOR

- 2.1 The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the tender process and during the execution of the contract.
  - a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The bidder(s)/contractor(s) will not enter with other bidders/contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - **d.** The Bidder(s)/Contractor(s) of foreign original shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
  - e. The Bidder(s)/Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - **f.** The Bidder(s)/Contractor(s) will not bring any outside influence and Govt. bodies directly or indirectly on the bidding process in furtherance to his bid.

**g.** The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or **to be an accessory to such offences.** 

## SECTION 3 - DISQUALIFICATION FROM TENDER PROCESS & EXCLUSION FROM FUTURECONTRACTS

- 3.1 If the Bidder(s)/Contractor(s), during tender process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/ Contractor(s) from the tender process.
- 3.2 If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future tender/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.
- 3.3 The Bidder(s)/Contractor(s)with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.
- 3.4 A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.
- 3.5 The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however the Bidder(s)/ Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.
- 3.6 On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not entitled for any compensation on this account.
- 3.7 subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s) can prove that he

has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

#### SECTION 4 — PREVIOUS TRANSGRESSION

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

#### SECTION 5 — COMPENSATION FOR DAMAGE

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

#### SECTION 6 — EQUAL TREATMENT OF ALL BIDDERS/ CONTRACTORS

- 6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.
- 6.2 The Bidder(s)/ Contractor(s) undertakes to get this Pact signed by its subcontractor(s)/ sub-vendor(s)/ associate(s), if any, and to submit the same to the Principal along with the tender document/contract before signing the contract. The Bidder(s) [Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its subcontractors/ sub-vendors / associates.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this Integrity Pact or violate its provisions.

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

7.1If the Principal receives any information of conduct of a bidder Contractor(s) or sub-contractor/ sub-vendor/ associates of the Bidder(s)/Contractor(s) which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

#### SECTION 8 — INDEPENDENT EXTERNAL MONITOR(S)

- 8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extend the parties comply with the obligations under this pact.
- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/ Contractor(s) with confidentiality.
- 8 .4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/ Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.
- 8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within-----to------weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8.7 The word 'Monitor' would include both singular and plural.

#### **SECTION 9 - FACILITATION OF INVESTIGATION**

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

#### SECTION 10 — LAW AND JURISDICTION

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

#### **SECTION 11 — PACT DURATION**

- 11.1 This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/ guarantee period of the project / work awarded, to the fullest satisfaction of the Principal.
- 11.2 If the Bidder(s)/Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Bidder(s) / Contractor(s).
- 11.3 If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

#### **SECTION 12 — OTHER PROVISIONS**

- 12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate Office of the Principal at Bengaluru.
- 12.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.
- 12.3 If the Bidder(s)/ Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.

- 12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 12.3 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- 12. 4 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Integrity Pact at the place and date first done mentioned in the presence of the witnesses:

For PRINCIPAL	ForBIDDER (S)	CONTRACOR( S)
(Name & Designation)		(Name & Designation)
Witness		Witness
1)	1	)
2)	2	()

#### **Annexure**

#### FORMAT FOR NON-BLACK-LISTING

(To be furnished on the Bidder Company's Letter-Head) **Undertaking for Non-Black-listing** 

Certified that We M/shave not been 'Black-listed' by any Government Department / Organizations, in the last 5 years for defective /deficient service or any such reason related to Business Conduct.

Signature's of the bidder.

#### SOME IMPORTANT POINTS FOR THE PROSPECTIVE BIDDERS (SIAS)

a) The business would be addressed and conducted on Back-to-Back basis. It means that all Payments, Rewards, Penalties would be passed on to the account of the SIA/BA.

By signing this sheet, the Bidder (SIA) is confirming to the above conditions.

Signature of the bidder with Office Seal:

#### **DECLARATION:**

I/We comply with all the terms and conditions of this EOI Document. I/We hereby declare that all statements made in the above EOI are true/complete and correct to the best of my/our knowledge. In the event of any information found false at any time, the purchase order/ Work allotted on our firm deemed to be cancelled.

Date:

Signature:

Seal of the company Name and Designation.

Note:

For any queries / clarifications feel free to contact our office in any working days or through our email ID: ro hyd@itiltd.co.in.

2. Terms and conditions for related Tender/enquiry will be sent to you/Published in our web

#### **DECLARATION**

I/We hereby declare that all statements made in this application form for empanelment of Business Associate is true/complete and correct to the best of my/our knowledge. In the event of any information found false at any time, the purchase order / work allotted on our firm deemed to be cancelled.

Date Signature

Seal of the company

Name and Designation.

#### **Note:**

For any queries / clarifications feel free to contact our office in any working days or through our email ID: ro hvd@itiltd.co.in.

2. Terms and conditions for related Tender/enquiry will be sent to you/Published in our web site / CPP Portal.

#### Check list / list of enclosures.

- 1 Copy of registration of unit (with partnership deed or memorandum articles).
- 2 Copy of income Tax Clearance certificate.
- 3 Copy of Sales Tax registration Certificate.
- 4. Copy of GST registration Certificate.
- 5 Copy of the latest balance sheet/annual report.
- 6 Proof of annual turnover/financial capacity (Certificate issued by CA).
- 7 Proof of experience details/credentials.
- 8 Proof of experience with ITI/Public sector/Government/Corporate sector etc.
- 9 Copy of solvency certificate. (Within six months).
- 10 Copy of Net worth Certificate for last six months Issued by CA.
- 11 Notarized Copy of power of attorney of signing authority.
- 12 Certification/awards received (if, any).
- 13. Notarized-Certification for Non Black-listing as per the Eligibility.
- 14 <u>Tender should be submitted with a covering letter, duly signed and stamped on each page with page No.</u>
- 15. Compliance to all the EOI terms.

16. EOI should be addressed and submitted in a sealed envelope with a covering letter duly super scribing EOI Ref. No. and date to the following address.

The Dy. GENERAL MANAGER, ITI LIMITED, REGIONAL OFFICE, # 3-6-365/A, 3<sup>rd</sup> Floor, SAMA Towers, Liberty 'X' Road, Himayatnagar, Hyderabad – 500 029, Telangana State, Contact No. 040-23262535/Fax: 040-23262545.