

ITI LIMITED
(A Govt. of India Undertaking)



TENDER
DOCUMENT FOR

**PROCUREMENT/ PREPARATION, & SUPPLY OF FOUNDATIONAL LITERACY &
NUMERACY MATERIALS FOR SCHOOLS AND CHILDREN**

Tender Notice No: ITI/RODEL/2k22/FLN/LS/01

Date: 05.01.2022

Deputy General Manager
ITI Limited, MSP-Delhi
Core-1 Floor-11
Scope Minar Laxmi Nagar,
New Delhi-110092
Email: kiransingh_nsu@itild.co.in
Website: www.itild.in





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TENDER NOTICE

Tender Notice to: ITI/RODEL/2k22/FLN/LS/01

Date: 05.01.2022

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

Scope of Work	Procurement/ preparation, & supply of foundational literacy & numeracy materials for schools and children”
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Interested parties may view and download the tender document containing the detailed terms & conditions at free of cost from the websites Tender Wizard Portal, [CPP Portal](#) OR <http://itilttd.in>

The ONLINE bid is to be submitted in a sealed cover over the Tender Wizard ITI Limited Portal

The helpdesk nos. for bidding:

- Shri Abhay Sharma: +91-78274-50462**
- Shri Prashant Kumar: +91-99100-48364**

M/s ITI Limited

DGM MSP Delhi



Subject: Expression of Interest (EoI) for Procurement/ Preparation, & Supply Of Foundational Literacy & Numeracy Materials for Schools and Children”

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

This EOI/RFP/Tender is aimed at identifying suitable Commercial Organization as a ‘Bidder/OEM/Authorized Partner of OEM’ having adequate strength in the above field.

The ‘Bidder’ shall act as an OEM/Authorized Partner of OEM of ITI to execute the project in India. All mission critical activities would be managed and supervised by ITI through its experienced Managers and qualified Professionals in the respective areas.

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

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

Few important points & timelines are being furnished hereunder.

Sl. No.	Important Points / Timelines	Details
1	EoI/RFP/Tender Enquiry Authority	DGM MSP Delhi ITI Limited, MSP-Delhi Core-1 Floor-11 Scope Minar Laxmi Nagar, New Delhi-110092 Email:kiransingh_nsu@itild.co.in
2	Contact Person for the clarification of EoI/RFP/Tender Document	Shri Abhay Sharma Contact: +91-78274-50462
3	Tender Type (Open/Limited)	Open EOI
4	No. of Cover/Package	Two Cover System
5	Tender Category (Goods/Services/Works)	Goods
6	Payment Mode (Online/Offline)	Online RTGS/ NEFT Bank: Bank of Baroda, KG Marg MICR: 110012021 IFSC: BARB0CURZON Acc. No.: 06230500000010
7	EoI/RFP/Tender Document Cost (inclusive of GST)	INR 10,590/-
8	EMD Amount	Rs. 300 Lakh
9	Estimated Value of Enquiry	xxxxxxxxxxxxxxxxxxxxxxxxxxxx
10	Due Date, Time & Place for Sale of EoI/RFP/Tender Document	13.01.2022; 12:00 p.m.
11	Due Date, Time & Place for Submission of Bid	13.01.2022; 12:00 p.m.

12	Due Date, Time & Place for Opening of Technical Bid	13.01.2022; 02:00 p.m.
13	Due Date, Time & Place for Opening of Financial Bid	Will be intimated
14	Performance Security	3% of Total Contract Cost

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

The selected bidder who is to play the role of an 'OEM/Authorized Partner of OEM' has to enter in to a Contract with ITI Limited to form a case-specific business alliance (under sole investment business model) for arranging the requisite bidding inputs.

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

Deputy General Manager
MSP-Delhi



Project Background:

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

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

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

The objective of this Invitation for submission of bid is to identify an OEM/OEM Authorized Partner to address a particular 'Business Opportunity' / a kind of 'Business Opportunity' which has emerged or under process to emerge from a client for the implementation of a project in Government Domain.

The selected bidder who is to play the role of an 'OEM/Authorized Partner of OEM' has to enter in to a contract with ITI Limited to form a case-specific business alliance for addressing the opportunity.

During the bidding process, the vendor is supposed to provide the requisite Techno-commercial inputs to ITI as per the Requirements/Specifications/Expectations/Scope of Work of the prospective customer to win the commercial bid in favour of ITI. The name of the end-customer and other details of the Projects would be shared with the selected bidder.

On receipt of the Purchase Order, the same would be placed on the selected bidder on back to back basis

Eligibility Criteria of the Bidders:

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

S.No.	Criteria	Qualification Criteria	Mandatory documentary evidence to be Submitted
1	Registered Legal Entity	The Bidder should be registered in India under Companies Act, 1956 or as amended. The Bidder should be in operation in India for a period of at least 5 years as on 31st March 2021.	<ul style="list-style-type: none">• Copy of Certificate of Incorporation/ Registration• Copy of MOA & AOA• Copy of PAN Card & GST
2	Financial Criteria	The Bidder should have minimum average annual turnover of Rs. 20 Crores in the last three financial years (FY 18-19, FY 19-20 and FY 20-21)	<ul style="list-style-type: none">• Audited balance sheet of last three years.• CA certificate.
3	Financial Stability	The bidder should have positive net- worth in the last three (3) financial years as on 31.03.2021	<ul style="list-style-type: none">• Audited balance sheet of last three years.• CA certificate.
4	Power of Attorney	Power of Attorney in favor of person authorized to sign the Bid Document.	<ul style="list-style-type: none">• Power of Attorney in original to be submitted.



S.No.	Criteria	Qualification Criteria	Mandatory documentary evidence to be Submitted
5	Blacklisting -	The bidder should not have defaulted / blacklisted / debarred regarding bad performance / delivery in any State Govt., Central Govt. and PSUs of India at the time of bidding.	<ul style="list-style-type: none"> Self-declaration regarding the same on the bidder's Letter Head.
6	Financial Documents	The bidder should submit valid documentary proof of GST and PAN	<ul style="list-style-type: none"> Self-Certified Copy of PAN and GST
8	Certification	The bidder should have the following valid certification: <ul style="list-style-type: none"> ISO 9001 	<ul style="list-style-type: none"> Copy of valid certificate.
9	Experience in IT Projects	The <u>bidder</u> should have executed/ executing the projects pertaining to IT/ ITES products and services in last five years with a minimum value as below: One project of value not less than 10 Crores (Ten Crores) OR Two projects of value not less than 6 Crores each (Six Crores) OR Three projects of value not less than 4 Crores each (Four Crores)	<ul style="list-style-type: none"> Work order copy.

General Terms and Conditions of EoI/RFP/Tender:

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

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

1	Vendor	ITI Empaneled/ Non empaneled Vendor can apply
2	Non-transferable Offer	This EoI/RFP/Tender document is not transferable. Only those, who have purchased this offer document, are entitled to quote.
3	Only one Proposal	The Bidder should submit only one Bid/Offer/Proposal. If the Bidder submits or participates in more than one proposal, such proposals shall be disqualified.
4	Language of the Bid	All information in the Bid, correspondence and supporting documents, printed literature related to the Bid shall be in English. Failure to comply with this may disqualify a Bid. In the event of any discrepancy in meaning, the English language copy of all documents shall govern.
5	Clarification and Amendment in Tender	At any time before the submission of Proposals, ITI may amend the EoI/RFP/Tender document by issuing an addendum / corrigendum in writing or by standard electronic means. The addendum / corrigendum shall be sent to all contenders and will be binding on them. The Bidders shall acknowledge receipt of all amendments. To give bidders reasonable time in which to take an amendment into account in their Proposals ITI may, if the amendment is substantial, extend the deadline for the submission of Proposals.
6	Amendment to Bid	At any time prior to the deadline for submission of bids, the bidder may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, submit the Revised Financial Bid.
7	Modification and Withdrawal of Bid	No bid may be withdrawn or modified in the interval between the bid submission deadline and the expiration of the bid validity period specified in Bid documents. Modification or Withdrawal of a bid during this interval will result in the forfeiture of its bid security.
8	Validity of Offer	The offer should be valid for a minimum period of 180 days from the date of submission. The Bids valid for a period shorter than specified period shall be rejected.
9	Prices	The prices quoted by the Bidder shall be FIRM during the performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and

		rejected.
10	Deviation Clause	No Deviation from Specifications, Terms & Conditions of the tender is allowed. Quotations having deviation from our specifications, standard terms & conditions would be liable to be rejected. If there is any deviation, specify clearly.
11	Taxes and duties	The taxes and duties are to be clearly mentioned, if any.
12	Delivery schedule	90 days
13	Payment Terms	a) Back to Back basis
14	Liquidated Damages (LD)	Liquidated Damages and Penalty shall be levied on back- to-back basis i.e. ITI shall deduct from the payment on amount equal to the LD levied on ITI by the end customer.
15	Damage to Properties	In case of any accident/damage to customer/end user properties by the vendor, full responsibility will be attributed to the vendor.
16	Contractual Period	ITI's Delivery date provided to ITI by customer. Delivery extension will be on back-to-back basis. The successful Bidder shall so organize his resources and perform his work as to complete it not later than the date agreed to.
17	Extension of Contract	On back-to-back basis.
18	Inspection Authority	End Customer
19	Tender Award Criteria	Bidder Technical and Financial capabilities will be evaluated by a committee nominated comprising of internal stake holders of ITI Limited. The bidder offering best quality product with the handsome pricing shall be declared as the successful L1 bidder and the work shall be awarded to the successful declared (L1) bidder.
20	Tender Document Cost and Earnest Money Deposit (EMD)	In case of bid submission: Tender Document Cost (Nonrefundable) and Earnest Money Deposit (EMD) must be remitted through NEFT/RTGS/Net Banking. No interest shall be payable on the EMD. The Bank Details of ITI Limited for NEFT/RTGS/Net Banking is as below: Online RTGS/ NEFT Bank: Bank of Baroda, KG Marg MICR: 110012021 IFSC: BARB0CURZON Acc. No.: 06230500000010
21	Performance Security Deposit	The value of performance security shall be 3% of contract value (issued to OEM/OEM Authorized Partner by ITI) or end-customer's performance security (as per order to ITI) whichever is lower.



22	Consortium Bidding	Not Allowed.
23	Signing of the Bids	The Bid must contain the name, residence and place of business of the person or persons making the Bid and having Power of Attorney and must be signed & submitted by the Bidder with his usual signatures. Satisfactory evidence of authority of the person signing the bid on behalf of the Bidder shall be furnished on non-judicial stamp paper of an appropriate value with the Bid in the form of a Power of Attorney, duly notarized by a Notary Public , indicating that the person(s) signing the bid have the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity. All the pages of Bid document and supporting documents must be signed and stamped by the authorized signatory having Power of Attorney. Any interlineations, erasures or overwriting shall only be valid if they are initialed by the signatory (ies) to the bid.
24	Submission of Tender	The ' Technical Bid ' and ' Commercial Bids ' shall be submitted in ITI Limited Tender Wizard Portal
25	Opening of Tender	Technical bid will be opened on due date of tender opening. Note 1: The bidders or their authorized representatives may also be present during the opening of the Technical Bid, if they desire so, at their own expenses. Note 2: The technical bids will be opened and evaluated by a duly constituted committee. After evaluation of the technical bid, Price bids of only those bidders will be opened whose technical bids are found suitable. Date and time of opening of price bids will be decided after technical bids have been evaluated by the committee and will be intimated to technically qualified bidders.
26	Rejection of Bid	ITI reserves the right to reject any or all tenders/quotations/bids received or accept any or all tenders/quotation/bids wholly or in part. Further, ITI reserves the right to order a lesser quantity without assigning any reason(s) thereof. ITI also reserves the right to cancel any order placed on basis of this tender in case of strike, accident or any other unforeseen contingencies causing stoppage of production at ITI or to modify the order without liability for any compensation.
27	Termination For Default	ITI may terminate the contract in whole or in part for the following reasons: <ul style="list-style-type: none"> • If the bidder fails to deliver any or all of the goods/services within the period(s) specified in the contract/purchase order, or within the extension time granted by ITI. • If the bidder fails to perform any other obligation(s) under the contract/purchase order. • If the bidder has engaged in corrupt/fraudulent practices in completing/executing the work assigned to him. • ITI may, without prejudice to any other right or remedy available to it, by a three days' notice in writing, can terminate the contract as a whole or in part in default of the contract. ITI shall have the right to carry out the incomplete work by any means at the risk and cost of the bidder.

		<ul style="list-style-type: none"> • In addition to rights to forfeiture of PBG and application of LD charges, on the cancellation of the contract in full or in part, ITI shall determine what amount, if any, is recoverable from the contractor for completion of the work or part of the works or in case the works or part of works is not to be completed, the loss or damage suffered by ITI. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's material taken over and incorporated in work assigned as per the purchase order. • "Corrupt practices" means the offering, giving, receiving or soliciting of anything of value to influence the action of public official in the procurement process or in contract execution.
		<p>"Fraudulent practices" a misinterpretation of facts in order to influence the action of a public official in the procurement process or in contract execution and includes collusive bidding among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels to hamper free and open competition.</p>
28	Force Majeure	<p>Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations, if the non-performance results from such Force Majeure circumstances i.e. Flood, Fire, Earth Quake, Epidemic and other acts of God as well as War, Military Operation, Blockade, Act or Actions of State Authorities that have arisen after signing of the present contract. Party invoking this clause shall serve notice of seven days along with the proof of occurrence of the force majeure event to the opposite party. At the time of cessation of such force majeure event a notice of the same shall also be served to the opposite party.</p> <p>In such circumstances, upon a written approval of ITI, the time stipulated for the performance of an obligation under the present contract will stand extended correspondingly for the period of time of action of these circumstances and their consequences. However, any such extension shall be given only if extension is granted by the ultimate buyer/ user.</p> <p>In case of any lockdown/ travel restrictions/ quarantine/ school closures, department/end user shall provide a central warehouse to the vendor for delivery of material.</p> <p>Parties at all times take reasonable steps within their respective powers and consistent with good operation practices (but without incurring unreasonable additional costs) to:</p> <ol style="list-style-type: none"> Prevent Force Majeure Events affecting the performance of the Company's obligations under this agreement; Mitigate the effect of any Force Majeure Event; and Comply with its obligations under this agreement. Further if the period of Force Majeure event extends beyond three

		months the parties may consider the fore closure of the agreement. * Period of three months may vary at the discretion of ITI as per the validity period of the contract.
29	Arbitration	All disputes arising out of this contract shall be referred to the sole arbitration of MSP Head, ITI Limited, Delhi or his nominee as per the Provisions of Indian Arbitration and Reconciliation Act 1996. Decision of arbitrator shall be final and binding on both the parties.
30	Jurisdiction	This contract between the supplier and buyer shall be governed by the laws of India and this contract shall be taken up by the parties for Settlement and orders only in Delhi jurisdiction.
31	Other Terms and Conditions	
i.		The Bidder(s) are required not to impose their own terms and conditions to the bid and if submitted, it will not be considered as forming part of their bids. The decision of ITI shall be final, conclusive and binding on the Bidder(s). In a nutshell, the Conditional Bid or Bid with deviations will be summarily rejected.
ii.		The Bids/Offer of the Qualified bidders (who qualify the eligibility conditions) only would be subjected to the financial-evaluation.
iii.		The bidder is expected to go through the Scope of work and Specifications. The bidders are to quote only fully compliant solution. Bidder should provide the clause by clause compliance to all the specifications as per the scope.
iv.		The exact strategy to address and win the business opportunity would be shared / discussed with the Best-Rated qualified bidder in due course of time.
v.		The bidder is required to extend the requisite support during the evaluation by giving Technical Presentation / Demonstration / Arranging site visits (if required) on “No-Cost No-commitment” basis.
vi.		Any clarification issued by ITI in response to query raised by prospective bidders shall form an integral part of bid documents and it shall amount to an amendment of relevant clauses of the bid documents.
vii.		A clause-by-clause compliance statement to all Sections of the EoI/RFP/Tender document is to be submitted in the Technical Bid, demonstrating substantial responsiveness. A bid without clause-by-clause compliance statement to Eligibility Criteria of the EoI/RFP/Tender document, shall not be considered for evaluation and shall be summarily rejected.
viii.		The bidder should study carefully the document to assess the work and Risk factors associated with such type of Business opportunities.
ix		The bidder should consider all the major costs such as Logistics, Distribution, Administrative, Documentation, Contingency etc.
x		The bidder should enclose the documents in their ‘ Technical Bid ’ & ‘ Commercial Bid ’ as specified in the tender documents.
xi		Please note that if any document/authorization letter/testimonies are found fabricated / false/ fake, the bid will be declared as disqualified and EMD will be forfeited. This may also lead to the black-listing of the bidder.

xii.		All the required documents to establish the bidder's eligibility criteria should be enclosed with the original bid/offer (Technical-Bid) itself. The EoI/RFP/Tender will be evaluated on the basis of the documents enclosed with the original bid/offer only. ITI will not enter into any correspondence with the bidder to get these certificates/ document subsequently. However, it reserves its right to get them validated/verified at its own.
xiii.		Due to any breach of any condition by the bidder, the Bid Security (EMD) if any submitted by the bidder may be forfeited at any stage whenever it is noticed and ITI will not pay any damage to the bidder or the concerned person. The bidder or/and the person will also be debarred for further Participation in future EoI/RFP/Tenders.
xiv		The bidder is required to enclose Notarized Copy of the Power of Attorney from its Directors/Top management which should indicate clearly the name of the signatory and title. The Bidders must ensure that all the documents are sealed and signed by authorized signatory.
Xv		The Power of Attorney given to the Authorized Signatory should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective states(s) and the same be attested by a Notary public or registered before Sub-Registrar of the states(s) concerned.
xvi.		Sealed offer/bid prepared in accordance with the procedures enumerated above should be submitted to the Tenderer not later than the date and time laid down, at the specified address.
xvii.		ITI shall not be responsible for any postal delay about non-receipt / non- delivery of the bid/documents. This EoI/RFP/Tender Document is absolutely not transferable.
xviii.		The bid submitted may be withdrawn or resubmitted before the expiry of the last date of submission by making a request in writing to ITI to this effect. No bidder shall be allowed to withdraw the bid after the deadline for submission of the EoI/RFP/Tender. In case of withdrawal after deadline of submission, EMD will be forfeited.
Xix		ITI reserves right to cancel the tender at any extent of time. ITI will not be responsible of any cost incurred to the vendor for submission and ITI will not be answerable in case of cancellation of this EOI/RFP/Tender
Xx	ATP	a) Vendor will be responsible to showcasing the samples to be delivered to ITI committee and delivering the same to the customer. b) Vendor have to conduct the Acceptance Test (AT) before handing over of the project(s) to ITI project executing division. c) End Customer will perform testing.

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Special Terms and Conditions of RFP/EoI/Tender:

1. The requirement is meant for addressing a business opportunity which has emerged from some Govt. body.
2. The broad 'Scope of Work' would be as per the EoI/RFP/Tender Document. However, the exact Scope of Work will be intimated to the selected OEM/OEM Authorized PARTner in due course of time (once bidder is short-listed) for addressing the opportunity.
3. The bidder is supposed to address the business opportunity jointly with ITI under "Sole Investment Business Model". This may include arranging Bid Security and Performance Bank guarantee etc with L1 bidder. All 'Terms and Conditions' as per ITI's customer with regard to Payment / Reward / Delivery/Penalty shall be applicable on the selected L1 bidder also (in the event of the award of the business to ITI by the end-customer).
4. The bidder must be prepared to work with ITI limited on exclusive basis and will neither submit any direct proposal (to the end-client) nor submit any business proposal (to the end-client) through other business partner/PSU. In case of violation of the same, the EMD (if any) shall be forfeited and the bidder will be black-listed.
5. Consortium bidding is not allowed for this EoI/RFP/Tender.
6. All activities like Proof of concept on "No Cost No Commitment" (NCNC) basis wherever applicable will be the responsibility of agencies.
7. Agencies should be willing to sign an exclusive agreement with ITI for smooth execution of the project.
8. Bid security required to submit by L1 bidder after placing the work order.
9. All CVC circulars/ statutory guidelines as applicable needs to be followed.

EoI/RFP/Tender Rejection Criteria:

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

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

Please Note

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



Lowest-Bid (Best Qualified Bid) Evaluation Methodology:

1. This EoI/RFP/Tender would be subjected to a Two Stage (Technical & Commercial) Evaluation Process. All the Bidders are requested to note the entire evaluation process carefully.
2. Prior to the detailed evaluation, ITI will determine the substantial responsiveness of each Bid to the EoI/RFP/Tender Document. For the purpose of ascertaining the eligibility,
3. A substantially responsive bid is one which confirms to all the terms and conditions of the EoI/RFP/Tender Document without deviations.
4. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
5. ITI may waive any minor infirmity or non-conformity or irregularity in the bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or effect the relative ranking of any bidder. The bids submitted by the Bidders would be subjected to a well-defined and transparent evaluation process.
6. The Bids would be evaluated by a duly constituted Committee of ITI Limited, whose decision would be generally taken as final, unless the aggrieved party establishes any Prima facie errors in the findings of the Committee. In such a situation, he may file a representation within 3 working days of receipt of decision from ITI Limited, duly listing the reasons / grounds. Such a representation would be considered at Senior Management Level of the Tendering Authority, whose decision would be final and binding on all the bidders.
7. The Bidders who have submitted the EoI/RFP/Tender Document cost & Bid Security Declaration, only those bidder will be considered for Technical Evaluation.
8. In Technical Evaluation process, all the Technical Bids of the preliminary eligible bidders (as mentioned above) would be scrutinized thoroughly w.r.t. our EoI/RFP/Tender Document. The Bidders, who will qualify in the Technical Evaluation process, would be considered for Commercial Evaluation.
9. In Commercial Evaluation process, all the Commercial Bids of the technically qualified bidders (as mentioned above) would be scrutinized thoroughly w.r.t. our EoI/RFP/Tender Document.
10. The evaluation methodology will be distributed in two parameters.
 1. Technical Evaluation
 2. Financial Evaluation
 3. The best technical solution with best offered price will be declared to be L1
11. ITI reserves the right to reject any or all bids without assigning any reasons thereof.



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

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

- Bid covering Letter on the Letter-Head of the Bidder Company indicating Name and Address of the Authorized Signatory (with Contact telephone numbers and email ID) as per Annexure-A.
- Bidder’s Profile.
- Case-Specific Power of Attorney authorizing the bidder to submit the Bid/EoI on behalf of the Bidder/Consortium.
- Tender-Document Cost (if any) of required amount.
- Copy of PAN Card.
- Insolvency certificate
- Undertaking of delivering sample kit of FLN material for each class as per technical specification of customer's RFP (which will be shared on a later date) to the customer before date specified by the end customer (i.e. 19.01.2022 as of now).
- GST Registration Certificate.
- Turnover Certificate(s)/Audited Balance-sheet(s) & Profit-Loss Account(s) of the Bidder for last three years.
- Declaration on the Letter-Head of the Bidder Company for Non-Black Listing as per Annexure
- Declaration / Undertaking on the Letter-Head of the Bidder Company as per Annexure(s).
- Integrity Pact /Non-Disclosure Agreement as per Annexure
- Tender Documents duly signed & accepted by the bidder
- Compliance Sheet

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

The Bidder/System Integrator (SI) must submit the following documents along with their Commercial Bid:

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

Brief Scope of Work:

ITI New Delhi, A Government of India undertaking invites e-bids from empaneled/ Non empaneled vendors regarding PROCUREMENT/ PREPARATION, & SUPPLY OF FOUNDATIONAL LITERACY & NUMERACY MATERIALS FOR SCHOOLS AND CHILDREN”

FLN materials for Schools and children will be required for 66000 Schools and 10000000 Children approximately for a State Government

Technical Specification:

Technical Specifications for class I to V

3.1 School Kit

Module Name	Description	Specifications
Learning tools/ manipulatives	Maths learning Tools	Very high-quality, durable, and safe to use plastic/ wooden non-toxic tools. Tools should be student friendly and should have quality tests to evaluate physical and mechanical properties for sharp edges and small parts. These tools should be safe to use for small children. The tools should be designed to promote visualization with brain-friendly & attractive color combination
	Hindi learning Tools	
	English learning tools	
Infrastructure	Educational charts Charts (10 nos.)	Chart Size: Size : 19" x 29" Printing: in four colors, offset printing Paper : 150 GSM Art Card or equivalent Topics for charts: <ol style="list-style-type: none">1. Good Habits,2. Parts of Body3. Family tree4. My School5. Fruit/vegetable/ animal names6. Festivals of State

		<p>7. Festivals of India</p> <p>8. Famous places of State</p> <p>9. Famous places of India</p> <p>10. Great Persons of State</p>
Teacher Material	Training Videos for Maths	Explanatory video for tools to train teachers for correct use of the kits.
	Training sessions	Training sessions for teachers on the usage of FLN material

Note: One kit per school as per above list shall be provided in each school.

3.2 Student Kit

Module Name	Description	Specifications
Practice Workbook for students	<p>Supplementary Reading/writing/Practice Workbooks for Math, English and Hindi as per school curriculum</p> <p>Workbooks should include the following topics:</p> <p>Hindi</p> <ul style="list-style-type: none"> - Hindi Varnmala - Hindi Sentence Formation - Writing practice <p>English</p> <ul style="list-style-type: none"> - English Alphabets - English Sentence formation - Cursive Writing <p>Maths</p> <ul style="list-style-type: none"> - Number Recognition - Counting - Addition - Subtraction - Shapes recognition - Colors - Maths puzzle - Measurements - Comparison 	<p>Pages : 80 to 90 each</p> <p>Size : A4</p> <p>Printing: in four colors, offset printing</p> <p>Paper : Cover – 210 Inner page - 120 GSM</p>

	<ul style="list-style-type: none"> - Currency - Time 	
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Note: One kit of workbooks as per above list shall be provided to each student enrolled in I to V grade

3.3 Tools List

3.3.1 Maths

Concept covered	Specifications	Material
Pick & classify familiar objects on the basis of color, shape and size.	1 Set of 250 pcs.	Plastic material
Observe the Shape (looks like), Size, Edges, Corner, Faces, etc. of object., sliding, rolling.	1 Set solid shapes	Plastic material
Number recognition, Counting, grouping, counting in groups, Place value	One Set	Wooden
Addition, subtraction, bigger than, smaller than	One Set	Plastic material
Multiplication and Division, Problem solving operation	Set of 200 pcs of sticks	Plastic material
Compares three objects in terms of their length as longest/shortest and tallest/shortest.	Set of 200 pcs	Plastic material
Weight/Mass	One Set	Plastic material
Currency	Set of currency notes and coins	Laminated paper currency and plastic coins
Time	One Set	Plastic material
Volume/Capacity	Set of 5 pcs	Plastic material
Division	Set of 15 pcs	Plastic material
Length/Distance	Set of 5 pcs	Plastic material
place value	One Set	Plastic material
Collect, Organize and Interpretate data	One Set	Wooden/ laminated paper
Ordering a set of objects according to some rule- bigger than, smaller than	Set of 100 pcs	Plastic material
Addition, subtraction with carry n borrowing.	Set of 131 pcs	Plastic material
Construction of different shapes	9" Transparent Geoboard	Plastic material
Name of the day, week, month, year, seasons, events etc.	One Set	Laminated paper

3.3.2 Hindi

Concept covered	Qty
अक्षरों और स्वरों की पहचान	2 sets
वाक्य बनाना	2 sets
कहानियां	5 books

3.3.3 English

Concept covered	Qty
Recognition of Alphabets and vowels	2 sets
Work maker, sentence maker	2 sets
Stories	5 books

- The Selected Bidder shall impart necessary handholding and training for effective usages of the equipment as per the facilities given by the Department.

Technical Compliance:

3.1 School Kit

Module Name	Description	Specifications	Compliance (Y/N)
Learning tools/ manipulatives	Maths learning Tools	Very high-quality, durable, and safe to use plastic/ wooden non-toxic tools. Tools should be student friendly and should have quality tests to evaluate physical and mechanical properties for sharp edges and small parts. These tools should be safe to use for small children. The tools should be designed to promote visualization with brain-friendly & attractive color combination	
	Hindi learning Tools		
	English learning tools		

Infrastructure	Educational charts Charts (10 nos.)	<p>Chart Size:</p> <p>Size : 19" x 29"</p> <p>Printing: in four colors, offset printing</p> <p>Paper : 150 GSM Art Card or equivalent</p> <p>Topics for charts:</p> <ol style="list-style-type: none"> 11. Good Habits, 12. Parts of Body 13. Family tree 14. My School 15. Fruit/vegetable/ animal names 16. Festivals of State 17. Festivals of India 18. Famous places of State 19. Famous places of India 20. Great Persons of State 	
Teacher Material	Training Videos for Maths	Explanatory video for tools to train teachers for correct use of the kits.	
	Training sessions	Training sessions for teachers on the usage of FLN material	

Note: One kit per school as per above list shall be provided in each school.

3.2 Student Kit

Module Name	Description	Specifications	Compliance (Y/N)
Practice Workbook for students	<p>Supplementary Reading/writing/Practice Workbooks for Math, English and Hindi as per school curriculum</p> <p>Workbooks should include the following topics:</p> <p>Hindi</p> <ul style="list-style-type: none"> - Hindi Varmala - Hindi Sentence Formation 	<p>Pages : 80 to 90 each</p> <p>Size : A4</p> <p>Printing: in four colors, offset printing</p> <p>Paper : Cover – 210 Inner page - 120 GSM</p>	

	<ul style="list-style-type: none"> - Writing practice <p>English</p> <ul style="list-style-type: none"> - English Alphabets - English Sentence formation - Cursive Writing <p>Maths</p> <ul style="list-style-type: none"> - Number Recognition - Counting - Addition - Subtraction - Shapes recognition - Colors - Maths puzzle - Measurements - Comparison - Currency - Time 		
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Note: One kit of workbooks as per above list shall be provided to each student enrolled in I to V grade

3.3 Tools List

3.3.1 Maths

Concept covered	Specifications	Material	Compliance (Y/N)
Pick & classify familiar objects on the basis of color, shape and size.	1 Set of 250 pcs.	Plastic material	
Observe the Shape (looks like), Size, Edges, Corner, Faces, etc. of object., sliding, rolling.	1 Set solid shapes	Plastic material	
Number recognition, Counting, grouping, counting in groups, Place value	One Set	Wooden	
Addition, subtraction, bigger than, smaller than	One Set	Plastic material	
Multiplication and Division, Problem solving operation	Set of 200 pcs of sticks	Plastic material	
Compares three objects in terms of their length as longest/shortest and tallest/shortest.	Set of 200 pcs	Plastic material	
Weight/Mass	One Set	Plastic material	
Currency	Set of currency notes and coins	Laminated paper currency and plastic coins	
Time	One Set	Plastic material	

Volume/Capacity	Set of 5 pcs	Plastic material	
Division	Set of 15 pcs	Plastic material	
Length/Distance	Set of 5 pcs	Plastic material	
place value	One Set	Plastic material	
Collect, Organize and Interpretate data	One Set	Wooden/ laminated paper	
Ordering a set of objects according to some rule- bigger than, smaller than	Set of 100 pcs	Plastic material	
Addition, subtraction with carry n borrowing.	Set of 131 pcs	Plastic material	
Construction of different shapes	9" Transparent Geoboard	Plastic material	
Name of the day, week, month, year, seasons, events etc.	One Set	Laminated paper	

3.3.2 Hindi

Concept covered	Qty	Compliance (Y/N)
अक्षरों और स्वरों की पहचान	2 sets	
वाक्य बनाना	2 sets	
कहानियां	5 books	

3.3.3 English

Concept covered	Qty	Compliance (Y/N)
Recognition of Alphabets and vowels	2 sets	
Work maker, sentence maker	2 sets	
Stories	5 books	

To
ITI Limited, MSP-
Delhi
Core-1 Floor-11
Scope Minar
Laxmi Nagar
New Delhi-92

Subject: Bid Covering Letter against Expression of Interest (EoI) for Procurement/ preparation, & supply of foundational literacy & numeracy materials for schools and children”

Ref: Tender no. dated

Dear Sir,

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

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

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

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

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

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

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

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

Dated this Day of **2022**

Authorized Signatory

Name:

Designation:

(Company Seal)

Note: To be submitted in Company Letterhead



Bidder's Profile

1.	Name and address of the company			
2.	Contact Details of the Bidder (Contact person name with Designation, Telephone Number, FAX, E- mail and Web site)			
3.	Area of Business			
4.	Annual Turnover in last 3 financial years (Rs in Crore)	2018-19	2019-20	2020-21
5.	IT Turnover in last 3 financial years (Rs in Crore)	2018-19	2019-20	2020-21
6.	Profit / Loss in last 3 financial years (Rs in Crore)	2018-19	2019-20	2020-21
7.	Net-worth in last 3 financial years (Rs in Crore)	2018-19	2019-20	2020-21
8.	Date of Incorporation			
9.	GST Registration number			
10.	PAN Number			
11.	CIN Number, if applicable			
12.	Number of technical manpower in company's rolls			

Dated this Day of **2022**

Authorized Signatory

Name:

Designation:

(Company Seal)

Note: To be submitted in Company Letterhead



To
ITI Limited, MSP-
Delhi
Rohit House, 3
Tolstoy Marg New
Delhi- 110001

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

Dear Sir,

We hereby declare that we have not been BLACK LISTED by any Govt. department/ PSU (State or Central)/ Autonomous Institution against our performance obligation in India and there has been no litigation with any government department on account of similar services for the last 5 years.

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

Dated this Day of **2022**

Authorized Signatory

Name:

Designation:

(Company Seal)

Note: To be submitted in+ Company Letterhead



Declarations / Annexure-D

To
ITI Limited, MSP-
Delhi
Rohit House, 3
Tolstoy Marg New
Delhi- 110001

Subject: Declarations against Expression of Interest (EoI) for Procurement/ preparation, & supply of foundational literacy & numeracy materials for schools and children”

Tender no. dated

Dear Sir,

We hereby declare / undertake the following.

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

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

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

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

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

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

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

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



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

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

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

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

We hereby declare to provide Bank Guarantee forgetting the advance payment if any on back-to-back basis.

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

Dated this Day of **2022**

Authorized Signatory

Name:

Designation:

(Company Seal)

Note: To be submitted in Company Letterhead



Compliance Statement of Eligibility Criteria

Ref: Tender no. dated

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

Dated this Day of **2022**

Authorized Signatory

Name:
Designation:
(Company Seal)



INTEGRITY PACT

PURCHASE ORDER No.

THIS Integrity Pact is made on.....day of..... 22.

BETWEEN:

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

AND:

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

Preamble

WHEREAS the Principal intends to award, under laid down organizational procedures, contract for of ITI Limited. The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its Contractor(s).

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

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

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



SECTION 1 – COMMITMENTS OF THE PRINCIPAL

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

SECTION 2 – COMMITMENTS OF THE BIDDER/CONTRACTOR

- 2.1 The Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the tender process and during the execution of the contract.
- a. The contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The contractor(s) will not enter with other contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The contractor(s) will not commit any offence under IPC/PC Act, further the contractor(s) will not use improperly, for purposes of competition of personal



gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d. The Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

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

- 3.1 If the Contractor(s), during tender process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Contractor(s) from the tender process.
- 3.2 If the Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.
- 3.3 The Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.



- 3.4 A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.
- 3.5 The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however the Bidder(s)/ Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.
- 3.6 On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not entitled for any compensation on this account.
- 3.7 subject to full satisfaction of the Principal, the exclusion of the Contractor(s) could be revoked by the Principal if the Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

SECTION 4 – PREVIOUS TRANSGRESSION

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

SECTION 5 – COMPENSATION FOR DAMAGE

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

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS



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

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

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

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

- 8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3 The Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.



- 8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within a reasonable time from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8.7 The word '**Monitor**' would include both singular and plural.

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

SECTION 9 – FACILITATION OF INVESTIGATION

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

SECTION 10 – LAW AND JURISDICTION

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

SECTION 11 – PACT DURATION

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



SECTION 12 – OTHER PROVISIONS

- 12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate Office of the Principal at Bengaluru.
- 12.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.
- 12.3 If the Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.
- 12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 12.5 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- 12.5 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

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

For PRINCIPAL

For CONTRACTOR(S)

.....
(Name & Designation)

.....
(Name & Designation)



Witness

Witness

1) 1).....

2) 2).....

