



ITI LIMITED
REGIONAL OFFICE
Door No. 5-9-58/1-15, 301, 3rd Floor,
Babukhan Estate, basheerbagh,
Hyderabad – 500 001
CIN No.L32202KA1950GOI000640
Expression of Interest-2025/7545

Ref: ITI/MKTG/MSP/HYD/2025-26/APMLJ/7545

Dt.18.06.2025

ITI LIMITED, a Central Govt. PSU under the Ministry of Communications invites Bids through online mode for techno commercial bids and financial bids from Empanelled Partners (BA). The interested vendors who are not empanelled are required to get empanelled.

The EOI/Tender submission has to be done through online ITI LIMITED Tender wizard portal <https://itilimited.ewizard.in>

Special Note : Bids without EOI Document cost will be summarily rejected.
Bidders also need to pay the EOI processing fee as applicable while submitting the offers online.

कार्य का विवरण: “आंध्र प्रदेश राज्य में जिला न्यायपालिका के उपयोग के लिए नेटवर्क रैक के साथ नेटवर्क स्विच की खरीद। - कृपया निविदा ईओआई संख्या: GEM/2025/B/6279118 Dated: 27.05.2025 देखें और <https://bidplus.gem.gov.in/all-bids#page-5> देखें

Scope of work: “Business Procurement of Network Switches along with Network Racks for the use of District Judiciary in the State of Andhra Pradesh.” - reg.,
Please refer Tender EOI No: GEM/2025/B/6279118 Dated: 27.05.2025 & see <https://bidplus.gem.gov.in/all-bids#page-5>

Sl. No.	Description	Details
1	ITI/MKTG/MSP/HYD/2025-26/APMLJ/7545	DT. 18.06.2025
2	Last date for submission of bids against this EOI online	30.06.2025 को @ 11.00 घंटे/Hrs.
3	Opening of EOI online (Techno commercial).	30.06.2025 को @ 11.30 घंटे/Hrs.
4	Opening of EOI online (Financial).	30.06.2025 को @ 16.30 घंटे/Hrs.
5	Earnest Money Deposit	10,00,000

6	□□□□□□ /Performance Bank Guarantee 1.	<i>Additional PBG of 5% of PO Cost need to submitted for by Biddervalid for 38 months</i>
7	□□□□□□ □□□□□□ (□□□□□□□□) / Tender Value (Approximate)	Not applicable
8	□□□□ □□ □□□□□□/ Validity of Offer	120 days (Customer 90 days).
9	बीएसएनएल प्रक्रमण संसाधन शुल्क/ Customer EOI Document fee	Rs. 2,000.00/-
10	□□□□□□ □□□□□□□□□□ □□□□□□/EOI (Tender) Document Cost from ITI:	Rs. 1,000.00 + GST @18%
11	Delivery Period	30 Days (45 Days by customer)
11	Warranty Period	30 days from the date of delivery and preventive maintenance of systems once in six (6) months apart from regular service calls if any during the warranty period.
12	Bank details for online payment	ITI LIMITED, State Bank of India, Municipal Complex, Tank Bund Road, GHMC Head Office Complex, Near Old Liberty Talkies, Hyderabad, Telangana A/c. No.38773703808, IFSC Code: SBIN0020432

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301, □□□□□□ □□□□□□, □□□□□□□□ □□□□□□□□/ # 301, 3rd Floor, Babukhan Estate,

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□□□□□□ □□□□□□/ Contact No. 040-23262535,

E-Mail: ro_hyd@itiltld.co.in

The EOI/Tender submission can be done through online ITI LIMITED Tender wizard portal <https://itilimited.euniwizarde.com>

The tender documents can be downloaded from the company website www.itiltld.in, <https://itilimited.ewizard.in> and from government portal eprocure.gov.in.

Corrigendum: Any corrigendum/addendum/errata in respect of the above tender shall be made available at our official website www.itiltld.in / CPP or <https://itilimited.ewizard.in> No further press advertisements will be given. Hence, all bidders are advised to check the ITI Limited website regularly. Documents submitted in connection with Pre-Qualification will be treated as confidential and will not be returned.

The bidders (for both Technical and Financial Part of the Bid) would be subjected to an online / e-Tendering process. The prospective bidders are requested to go through <https://itilimited.ewizard.in> to ensure the entire e-Tendering process and follow the registration and bidding process on <https://itilimited.ewizard.in> as defined in the document. In case of any clarifications on e-tender portal, bidders may contact the portal administrators of. <https://itilimited.ewizard.in> The Technical Bid and financial bid shall be uploaded in e-procurements site of ITI Limited (<https://itilimited.ewizard.in>). For submission of online bid and procedure to be followed, visit <https://itilimited.ewizard.in>

All prospective bidders have to register in our e-procurement portal (<https://itilimited.ewizard.in>).

ITI Ltd, Hyderabad reserves the right to accept or reject in part or full, any or all the bids for this tender without assigning any reason.

Eligibility Criteria:

➤ **EligibilityCriteria: -**

1. The Bidder should be a manufacturer/ authorized representative of a manufacturer/whole sale dealer and should be in business of manufacture and or supply, delivery of the Network Switches along with Network Racks or higher related equipment's for a minimum period of three (3) years in India as on bid calling date.
2. The Bidder should have at least one office with GST Registration in Andhra Pradesh. Billing/Invoice should be done from offices located in AP only. In case, Bidder does not have office in AP as on bid submission date, should submit an undertaking in Pre-qualification bid, to open the office in AP and register for AP GST. All Invoices should be raised with AP GST Number only.
3. The Bidder should submit the Manufacturer's Authorization Form (MAF) for all the offered products / items, as per Form P-3, specific to this tender issued by OEM authorizing the bidder to submit the bid for tendering which is deemed as an agreement in between the bidder and OEM for the support and spares till the warranty period.
4. The Bidder/OEM should have Service Center / Franchise Service Centre in each district of Andhra Pradesh with minimum 5 service engineers as on bid submission date. The details are to be provided in Form P-4. In case Bidder/OEM does not have the service centers/Franchise service center as on bid submission date, bidder/OEM should give an undertaking in PQ bid to open the service centers as specified above and should submit the Service Centers / Franchise service center details before the due date of Delivery in case the contract is awarded. Failing which the Purchaser may forfeit the PBG or Performance Security and cancel the contract.
5. The Bidder should have minimum average annual turnover equivalent to or more than twice the tender value calculated, over a period of the latest three financial years. Bidder should have positive net worth in the last three financial years. In case of bidder is claiming OEM sales, then the OEM should have average annual sales of at least have minimum average annual turnover equivalent to or more than four (4) times calculated over a period of the latest three financial.
6. The Bidder should have average annual sales of at least twice of the quantity mentioned in the tender for Network Switches along with Network Racks in the latest three financial years. In case of bidder is claiming OEM sales, then the OEM should have average annual sales of at least four (4) times of the quantity mentioned in the tender for Network Switches along with Network Racks in the latest three (3) financial years. The Bidder/OEM should furnish the information on major past supplies under the relevant product/services. The copies of the work orders for the latest three financial years should be submitted.
7. Bidder should have valid ISO 9001:2008 certified as on the bid calling date.
8. The bidder/OEM should have executed project for supply and installation/commissioning of same or similar category products during preceding three (3) financial years to any Central /State Government Organizations / PSU / Public Listed Company and 80% of the completion certificate should be submitted.
9. The bidder should submit/give declaration stating that they are not debarred/blacklisted by any State Government, Central Government, Central & State Govt. Undertakings/Enterprises/Organizations and by any other Quasi Government bodies/Organizations in India for non-satisfactory performance, Corrupt & Fraudulent or any other unethical business practices in Form P-7.
10. Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as per G.O. Ms. No. 9, Dt. 25-02-2021 issued by Industries & Commerce Department, GoAP. (DPIIT Registration Certificate copy to be submitted. Bidder shall have to submit the Undertaking as per Form P8)

Special Note: Bidder should review all the below clauses and submit compliance to indicated YES /NO and fill the required data in the Techno-commercial document online (Excel format) wherever required, and enclose the required documents failing to which bids are liable to be rejection. (For example: In sl. No 1 in compliance column please write the company name and in page No. and enter the page no of the document). The bidder should sign and seal whole EOI document and required necessary credentials and submit over online mode only.

Sl. No.	EOI Ref No: ITI/MKTG/MSP/HYD/2025-26/APMLJ/7545	Date:	18.06.2025
		Compliance YES / NO	Page No.
1	<p>Organization Name (Company/Partnership firm/Proprietorship concern, etc.)</p>		
2	<p>Certificate reference of registration (Copy to be enclosed).</p>		
3	<p>Date of Incorporation/Registration.</p>		
	<p>A. Memorandum and Articles of Association/partnership deed (Copy to be enclosed)</p>		
	<p>B. Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site address.</p>		
4	<p>Nature/type of work for which firm is registered.</p>		
5	<p>GST Registration no. (please enclose the certificate copy)</p>		
6	<p>PAN No. with IT returns (Please enclose the certificate copy).</p>		
7	<p>Annual turnover for last 3 Financial Years As per audited accounts.</p>		
	a) /Year		
	b) /Year		
	c) /Year		
8	<p>Annual Profit/loss For last 3 financial Years as per Audited accounts.</p>		

18	<p>सेवा प्रमाणपत्र के लिए आईएसओ 9001:2008 या उच्चतर प्रमाणित और आईएसओ 27001 प्रमाणित एनओसी/एसओसी प्रमाणपत्र</p> <p>ISO 9001:2008 certified for the services certificate</p>		
19	<p>मैन पावर विवरण/Man power details:</p> <p>क) तकनीकी (ईओआई के अनुसार जनशक्ति विवरण प्रस्तुत करने की आवश्यकता है)।</p> <p>a) Technical (Require to submit manpower details as per EOI).</p> <p>बी) गैर तकनीकी - (ईओआई के अनुसार जनशक्ति विवरण जमा करने की आवश्यकता है)।</p> <p>b) Non technical – (Require to submit manpower Details as per EOI).</p>		
20	<p>I. □□□□□□ :</p> <p>□□□□□□ □□ □□□□□ □□ □□□□□□ □□ 50%</p> <p>□□□□□□ □□□□ □□ □□□□□□ □□□□□□□□ □□□</p> <p>I. Supply:</p> <p>ITI reserves the right to take up 50% of proportion supply of work.</p> <p>II. स्थापना और कमीशनिंग:</p> <p>Installation & Commissioning:</p> <p>ए. आईटीआई के पास 50% काम अपने आप लेने का अधिकार सुरक्षित है जो कि अनुबंध समझौते के समय तय किया जाएगा / बोलीदाता पर पीओ और आईटीआई लिमिटेड को साझा किया गया मार्जिन आनुपातिक काम के शेष 50% हिस्से पर ही होगा।</p> <p>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.</p> <p>बी परीक्षण और कमीशनिंग की स्वीकृति बैक-टू-बैक आधार पर होगी</p> <p>B. Accepting of testing and commissioning will be Back-to-back basis.</p> <p>III. एमसी सेवाएं/AMC Services:</p> <p>ए। आईटीआई उत्पाद: एएमसी आईटीआई लिमिटेड द्वारा किया जाएगा</p> <p>ITI Products: AMC will be done by ITI Limited.</p> <p>बी। गैर आईटीआई उत्पाद: आईटीआई लिमिटेड के पास काम के 50% हिस्से को अपने दम पर लेने का अधिकार सुरक्षित है जो कि अनुबंध समझौते के समय तय किया जाएगा / बोलीदाता पर पीओ और आईटीआई लिमिटेड मार्जिन अनुपात के केवल शेष 50% हिस्से के काम पर साझा किया जाएगा ।</p> <p>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</p>		

	<p>will be shared on balance 50% portion of the Proportionate work only.</p> <p>IV. एमसी सामग्री/AMC Materials: Rates to be arranged from OEM by BA 's</p> <p>V. वारंटी: अंतिम ग्राहक के नियमों और शर्तों के अनुसार बैक-टू-बैक।</p> <p>WARRANTY: Back-to-back as per terms and conditions of the end customer.</p>		
21	<p>ए. आईटीआई लिमिटेड को प्रस्ताव जमा करने के बाद, यदि आईटीआई लिमिटेड एल 1 खड़ा है और बी अ परियोजना को निष्पादित करने से इंकार कर देता है तो ईएमडी जब्त कर लिया जाएगा और बी अ के जोखिम और लागत पर कार्य निष्पादित किया जाएगा</p> <p>A. After submitting the offer to ITI Limited, if ITI Limited stood L1 and BA refuse to execute the project the EMD will be forfeited & work will be executed at the risk and cost of BA.</p> <p>बी. एलओए जारी करने के बाद यदि बी अ एलओए में निर्दिष्ट समय के भीतर एसडी/पीबीजी जमा करने में विफल रहता है। एलओए को रद्द माना जाएगा और कार्य को जोखिम पर निष्पादित किया जाएगा और बी अ और ईएमडी की लागत को जब्त कर लिया जाएगा।</p> <p>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.</p> <p>सी. यदि बी अ एसडी/पीबीजी जमा करने के बाद भी परियोजना को निष्पादित करने में विफल रहता है, तो आईटीआई लिमिटेड द्वारा परियोजना को बी अ के जोखिम और लागत पर निष्पादित किया जाएगा और एसडी/पीबीजी, ईएमडी को जब्त कर लिया जाएगा।</p> <p>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 will be forfeited.</p> <p>डी. एलडी/पेनल्टी: यदि बी अ/बोलीदाता का प्रदर्शन संतोषजनक नहीं है तो आईटीआई लिमिटेड के पास बी अ/बोलीदाता पर एलडी/पेनल्टी लगाने का पूरा अधिकार होगा, भले ही अंतिम ग्राहक नियम और शर्तें कुछ भी हों।</p> <p>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 satisfactory, irrespective of end customer terms and</p>		

	Conditions.		
22	अंतिम ग्राहक के □□□□/निविदा के नियमों और शर्तों के अनुसार कोटेशन की वैधता की स्वीकृति। Acceptance of validity of the quote as per the Terms and conditions of the EOI/Tender of the end customer.		
23	कोई भी कर भुगतान, जो बैक-टू-बैक शर्तों के अनुसार बी अ को नहीं दिया जा सकता है, वह आईटीआई लिमिटेड को अंतिम ग्राहक से प्राप्त होने के पश्चात भुगतान किया जाएगा। 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 from end customer.		
24	यदि बी अ/बोलीदाता को पीओ प्रदान किया जाता है तो, बी अ/बोलीदाता को अंतिम ग्राहक के संपूर्ण पीओ मूल्य की क्षतिपूर्ति करनी चाहिए। BA/Bidder should Indemnify the entire PO value of end customer, if awarded on them.		
25	बी अ/बोलीदाता का कार्यालय हैदराबाद में होना चाहिए। BA/Bidder should have office at Hyderabad		
26	ईओआई प्रस्ताव प्रस्तुत करने पर बोलीदाता को भारत में किसी भी केंद्र/राज्य सरकार के विभाग या केंद्रीय/राज्य सार्वजनिक क्षेत्र की इकाइयों (पीएसयू) द्वारा काली सूची में नहीं डाला जाना चाहिए। (पात्रता के अनुसार गैर-ब्लॉक-लिस्टिंग के लिए स्व-प्रमाणन प्रस्तुत किया जा सकता है। (अनुलग्नक-बी) The bidder should not be blacklisted by any Central /State Government Department or Central/State Public Sector Units (PSUs) in India as on submission of EOI proposal. (Self-Certification for Non-Black-listing as per the Eligibility may be submitted. (Annexure - B)		
27	आईटीआईएसपी/बोलीदाता को पूर्व-एकीकृत समझौते पर हस्ताक्षर करना चाहिए (अनुलग्नक-ए) BA/Bidder should sign the Pre-Integrity pact (Annexure – A)		
28	एलओए देने के बाद परियोजना को क्रियान्वित करते समय, यदि आईटीआई लिमिटेड को अंतिम ग्राहक से कोई अग्रिम भुगतान प्राप्त होता है, तो उसे बैंक गारंटी के 110 प्रतिशत के बदले बी अ/बोलीदाता को जारी किया जा सकता है। After awarding LOA while executing the project, if any advance payment received by ITI Limited from end customer, same can be released to BA/Bidder against 110% of Bank Guarantee.		
29	ईओआई दस्तावेज पर हस्ताक्षर करने के लिए बी अ को नोटरीकृत पावर ऑफ अटॉर्नी जमा करनी होगी और उस के लिए बोर्ड के संकल्प को प्रस्तुत करना होगा। BA has to submit Notarized Power of Attorney for Signing the EOI document and Board resolution for the same.		
30	अवधारणा का प्रमाण (पीओसी), तकनीकी प्रदर्शन/प्रस्तुति को अंतिम ग्राहक के अनुसार चयनित बोलीदाता/ बी अ द्वारा व्यवस्थित किया जाना है। Proof of concept (POC), Technical demonstration/ Presentations to be arranged by the selected Bidder/BA as		

To submit tender fee, EMD (while submitting the bid to the customer) towards bid security (Bank Guarantee / Demand Draft/Online Payment from any Nationalized / Scheduled Bank) & Performance Bank Guarantee to customer / ITI (as decided by ITI) as per Customer Tender terms & conditions. Where ITI is exempted from providing EMD & PBG or allowed to submit Corporate Guarantee in place of Bank Guarantee to customer, we will provide EMD (while submitting the bid to the customer) & PBG to ITI as per customer tender terms.

- That we will be equipped with the required manpower with qualifications, certifications and experience as required in the customer tender.

- That, we will be able to give the proposed solution as required by the end customer.

- To, get required certificate & support (warranty & post-warranty/maintenance) in the name of ITI from the OEM as per customer tender requirement.

- To sign Consortium Agreement /Teaming Agreement, Integrity Pact with ITI for addressing the customer tender as per customer's tender terms and conditions.

- To indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.

- Undertake to arrange to sign agreement with OEM and ITI as per customer tender requirement.

- That OEMs who meet the eligibility and other conditions as per customer tender requirement, will be finalized by us and produce the required eligibility documents and other related documents of the OEM for customer bid submission.

- Hereby agree to take the responsibilities covered in the agreement (on back-to-back basis) to be signed between ITI & OEM (if required) as per customer tender conditions.

10. □□□-□□-□□□ □□□□□□ □□□□□□ □□□□□□ □□□□ □□ □□□ □□□□□□ (□□□□□□ □□ □□□□□□ □□ □□ □□□□ □□ □□□ □□□□□ □□ 110%) □□□□□□ □□□□□□
To provide Bank Guarantee (110% of value for the period till the advance is settled) for getting the advance payment if any, back-to-back.

- Not to partner with any other organization for addressing this EO/tender.

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- 2 ITI reserves the right to split the balance orders (after taking out the ITI portion) in 70%: 30% ratio between H1 and H2 (Highest margin bidders) for speeding up the work, provided H2 bidder matches H1 margins offered, and wherever technically feasible.

- [illegible]

All activities like Proof of concept on “No Cost No Commitment” (NCNC) basis wherever Applicable will be the responsibility of agencies.

- [illegible]

BA should be willing to impart required training to ITI engineers for undertaking services & execution of project.

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BA's will be responsible for any short coming in the BOM and the same should be rectified free of cost.

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BA should be willing to provide TOT for manufacture of offered products in ITI.

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BA should be willing to sign an exclusive agreement with ITI for smooth execution of the project.

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All commercial terms will be as per the RFP/PO.

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All CVC circulars/Statutory guidelines as applicable needs to be followed.

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Margin to ITI would be payable on supply, I&C and AMC services undertaken by the selected agency for the project.

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All experiences regarding eligibility criteria will be pertaining to experience in India only. Experience outside India will not be eligible for qualifying under this tender.

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The technical bid must contain the whole EOI documents duly signed and stamped and marked as “Accepted & Complied” in all the pages by the bidder as an acceptance of all the EOI terms & conditions.

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Undertaking (on Letterhead) to work with ITI as per EOI/Tender terms and conditions
Including warranty & post-warranty services and implementation of the project in the event of ITI
winning the contract.

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Undertaking (on Letterhead) of 'No Objection/No Claim/No Compensation' from ITI Limited if this EOI is cancelled at any stage of evaluation process by ITI or the tender is cancelled by the end Customer.

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Cost of EOI: The bidder shall bear all costs associated with the preparation and submission of his offer against this EOI, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI. ITI will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.

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Amendment of EOI: At any time prior to the last date for receipt of offers, ITI, may for any reason, whether at its own initiative or in response to a clarification requested by a Prospective bidder, modify the EOI document by an amendment. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their offers, ITI may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for EOI.

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ITILIMITED REGIONAL OFFICE / ITI LIMITED REGIONAL OFFICE, Babukhan Esstate, Hyderabad – 500 001 / Telangana State

ITI and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimate Or projections contained in this document or conduct ancillary to it whether or not the Loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI and/or any of its officers, employees.

Disclaimer: ITI and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimate Or projections contained in this document or conduct ancillary to it whether or not the Loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI and/or any of its officers, employees.

ITI will not consider any or all of the bids if they are not meeting EOI requirements. However, clarification in this regard, if required, will be given. The interested BA May like to discuss the customer tender related information, EOI Bidding Conditions, Bidding process and clarifications, if any with the concerned officials.

19. ITI will not consider any or all of the bids if they are not meeting EOI requirements. However, clarification in this regard, if required, will be given. The interested BA May like to discuss the customer tender related information, EOI Bidding Conditions, Bidding process and clarifications, if any with the concerned officials.

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20. After awarding the LOI, the vendor has to submit the required PBG within stipulated time. Late submission of PBG will attract penalty as per norms.

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COVER-2

PRICE BID

ITILIMITED REGIONAL OFFICE / ITI LIMITED REGIONAL OFFICE # 301, Babukhan Esstate, Hyderabad – 500 001 / Basheerbag, Hyderabad – 500 001 Telangana State	
EOI Reference No.	ITI/MKTG/MSP/HYD/2025-26/APMLJ/7545, Dt. 18.06.2025.
Description of the Work	EOI for selection of empanelment partner FOR “Procurement of Network Switches along with Network Racks for the use of District Judiciary in the State of Andhra Pradesh.”

Note: Price bid should submit in itilimited.euniwisarde portal under financial tab, i.e. Cover – 2. If bidder submit price bid in Technical bid the bid liable for rejection

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Bid sequence	Item	Offer margin to ITI in(%) Percentage
A	Lumpsum /Itemized (BoQ) detail of Supply & Service items as per the Schedule of Requirements (SoR) and Scope of Work (SoW) (Final price to be quoted to end Customer) in INR	
B	Quoted Margin to ITI (Percentate of A above	
C	Absolute Value of Margin (in INR)	
D	Overall Quoted Price to ITI Limited (in INR)	

During evaluation bidder with highest margin offered in each category will be considered

In case of a tie between bidders in any category, bidders will be asked to submit revised margins and then the highest bidder will be considered for that particular cayegory.

Signature of authorized person of the bidder:

Full Name in Black letters:

Seal of the Company.....

Place: Date:

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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.....

THIS Integrity Pact is made on.....day of.....20 .

BETWEEN:

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

AND:

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

Preamble

WHEREAS the Principal intends to award, under laid down organizational procedures, tender/ contract for _____.(name of the 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)/ 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 Act or 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 origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s)/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 FUTURE CONTRACTS

- 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)

- 7.1 If 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 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 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.
- 8.8 Details of the Independent External Monitor appointed by the Principal at present is furnished below:
- IEM-I
- Shri Atul Jindal, IFS (retd.)
3/10, Vishesh Khand
Opp. Little Friend School,
Gomti Nagar
Lucknow – 226006
- IEM-II
- Shri Benny John, IRS (retd.)
Villa No. 36, Kent Palm Villas
Fort valley Town Ship, Athani,
Kakkanad,
Ernakulam- 682 030

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

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

For BIDDER(S)/CONTRACTOR(S)

(Name & Designation)

(Name & Designation)

Witness

Witness

1) ----- 1) -----

2) ----- 2) -----

-----/Annexure -B

-----/FORMAT FOR NON-BLACK-LISTING

(-----/To be furnished on the Bidder
Company's Letter-Head)

-----/Undertaking for Non-Black-listing

-----/-----

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Certified that We M/s have 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.

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SOME IMPORTANT POINTS FOR THE PROSPECTIVE BIDDERS (SIAs)

A -----

-----, -----, ----- SIA/BA -----

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.

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

Signature of the bidder with Office Seal:

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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.

□□□□□□□□/Signature

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Name and Designation.

 _____ / _____ _____ _____ _____ _____ _____ _____
 _____ _____ _____ _____ _____ _____ _____ _____ _____ : ro_hyd@itiltcd.co.in

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

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

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Proof of experience with ITI/Public sector/Government/Corporate sector etc.

9. प्रमाणित प्रति (प्रमाणित प्रमाणित)
Copy of solvency certificate. (Within six months).
10. शुद्ध मूल्य प्रमाणित प्रमाणित प्रमाणित प्रमाणित प्रमाणित प्रमाणित प्रमाणित
Copy of Net worth Certificate for last six months Issued by CA.
11. प्रमाणित प्रमाणित प्रमाणित प्रमाणित प्रमाणित प्रमाणित प्रमाणित प्रमाणित
Notarized Copy of power of attorney of signing authority.
12. प्रमाणित/प्रमाणित प्रमाणित (यदि, कोई भी)
Certification/awards received (if, any).
13. प्रमाणित प्रमाणित प्रमाणित प्रमाणित प्रमाणित प्रमाणित प्रमाणित प्रमाणित,
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Tender should be submitted with a covering letter, duly signed and stamped on each page
with page No.
14. प्रमाणित प्रमाणित प्रमाणित प्रमाणित प्रमाणित
Compliance to all the EOI terms.