

Notice Inviting EOI for selection of System Integrator for “State Level Digital GIS Based Industrial Survey of Manufacturing Units in Himachal Pradesh under RAMP Programme”.



ITI Limited

(A Govt. of India Enterprise)

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CIN No: L32202KA1950GOI000640

1. Introduction

ITI Limited, a Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications, is a leading Telecom equipment manufacturer and solution provider in India. The major customers are BSNL, BBNL, MTNL, Defence, Paramilitary forces, Railways, Banks, Central & State Govt departments, Institutions and research organizations. ITI LTD has a pan India business footprint supported by the network of its Manufacturing units & MSP (Marketing, Services and Project) units at various locations.

ITI Limited has been undertaking various projects in all fields of telecommunications and information technology and also continuously deploying new technologies in the field of Telecom, ICT, Networking, e-Governance etc. ITI LTD has diversified its operation and has been executing projects in the field of Smart Infrastructure, Bharatnet etc. ITI LTD has been executing projects in latest technologies like GPON, OLT, ONT, OFC, HDPE, Solar, 4G LTE etc.

ITI LTD intends to participate in the opportunity for State Level Digital GIS Based Industrial Survey of Manufacturing Units in Himachal Pradesh under RAMP Programme.

In this connection ITI Limited, invites sealed Expression of Interest (EOI) from eligible bidders as a SI for addressing the above opportunity and implementing the project as per their scope of work finalized with ITI.

2. Important Dates

Date of EOI Upload	27.07.2026
Due Date for EOI Submission	03.08.2026 upto 11:00 AM
Due Date of Bid Opening	03.08.2026 at 11:30 AM
Estimated Project Value (in Rs.)	4,36,00,000/-
Tender Document Fee	Rs. 5,900/- (incl. GST) Non-refundable
EMD	Rs. 5,36,000/-(refundable)
Tender Type (Open/ Limited)	Open Tender
No. of Cover/ Packet	Two Cover
EOI Reference No.	BDL/CHD/EOI/2K26/RAMP/Industrial Survey/01

ITI LTD Contact Person	Contact details : 1. Mr Sudhir Kumar Bharati Asth. Manager Mob : +91 9465555127 Email: skbharati_nsu@itilttd.co.in 2. Mrs. Jyoti Yadav Deputy General Manager Mob. +91 9419136108 Email: aochd_dli@itilttd.co.in
ITI Bank Details	For the submission (Online mode only) of the Tender Fee and 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 A/C No.: 06230500000010
Mode of submission	The Bid shall be uploaded in e-procurement site of ITI Limited (https://itilimited.ewizard.in/). For submission of online bid and procedure to be followed, visit https://itilimited.ewizard.in/

3. Scope of Work

The following are the key points that are to be ensured while carrying the Digital & GIS based Industrial Survey:-

1. Study the existing industrial database available with Industries Department and other line departments and indicative data collection proforma.
2. Prepare/ improvise the proforma to capture the requisite information such as industry name/plot area/ address/ industry category/ ownership status/ GPS coordinates, turnover etc.
3. Conduct a baseline survey by visiting all the areas, which need to be surveyed, which will cover a complete list of industrial establishments (large, medium, small and micro), conduct discussions with industries associations and other line departments such as Urban Local bodies, Pollution Control Board, Town & Country Planning, Labour, HPSEBL, Municipal Bodies etc. It should capture details of category of industrial units i.e., red, orange, green etc.
4. Collect information pertaining to the 'Khasra' Number of land and revenue maps on which industrial/ MSME unit from the revenue department. For this purpose, concerned officer (JD/DD/ AD/GM) of the DIC office shall facilitate.
5. Using the existing database, it shall update the details of the industrial units in the state. It shall conduct Formalization (get the non- registered units to register under Udyam) while contacting already existing industrial units from the database.
6. Prepare a complete procedural and implementation framework for the survey including designing the questionnaires, data collection, tabulation mechanisms, consolidation of data, processing the data including the use of analytical methods and interpretation thereof.
7. All industrial units are to be surveyed w.r.t questionnaire fields using a digital application on handheld devices only. Collection of data and mapping collection of all relevant details such as city's master plan, zonal plans industrial area details etc.
8. Prepare a final base map in various layers for ease of operation in GIS enabled application/software. The layers shall consist of roads, industrial/residential/commercial boundary lines, parks, water bodies etc. and incorporate the layers in the web application/software.
9. Ensure high accuracy in terms of geo referencing, integration of geo-tagged locations and respective surveyed data in systems database with highest accuracy. The geo referenced points should be exactly overlaid on high resolution imagery when integrated with the GIS application.
10. The industrial units should be captured on aerial map and should clearly be marked on the software and displayed with the database on the software developed with all relevant information such as roads, landmarks, industrial plot etc. For industrial units, the GPS coordinates (Latitude/ Longitude) need to be provided.
11. Base map shall have proper topology created and maintained for all layers.
12. The digital data should be GIS compatible. Each map object should be defined uniquely by its feature code and symbology (point, line and polygon) and should be approved by the Industries Department. Special care for data to be undertaken while doing industrial survey.
13. Online web-based GIS application shall be provided for visibility and analysis of units. Application should be Query based. The Selected partner shall seek inputs from AGiSaC/Department of Industries for development/integration of this application.
14. The Selected partner will maintain proper record and documentation, preparation of final records, acknowledgement of industries etc that should be stored/ handled by application. For units outside notified industrial areas, it shall provide a map showing the industrial units

and other areas such as non-industrial areas, residential, commercial etc.

15. Proper QC/QA process shall be followed at each step of Geo-referencing, interpretation of imagery and during finalization of different layers.
16. If the document collection/survey is found incorrect at any level, then it shall be correct the related work without extra charges.
17. The data collated and used for preparing maps from various agencies / departments / industries etc. should be vetted, verified and up to date.
18. The Selected partner shall provide colour coding to the industrial areas to make a distinction between the industrial and other areas.
19. The Selected partner shall deploy a competent team of sufficient number of enumerators, data inspectors and supervisors for the survey.
20. The Selected partner shall genuinely strive to capture all the required industrial data. The Selected partner shall provide the list of industries that have refused to provide information to the concerned DICs on daily basis.
21. Finally, to create a comprehensive industrial database of each district & integrate different data layers to create comprehensive GIS models.
22. The Selected partner shall provide operations and maintenance services for the entire solution deployed including software, Hosting support at Data Centre, etc. for a period as defined that includes technical support, capacity building and handholding support on operating & utilizing the web-based GIS application/software.
23. The Selected partner shall also set up its nodal office and depute a competent person equipped with all the software and hardware infrastructure required for the execution of project, the location will be decided by the Directorate.
24. The annual technical support shall ensure timely update of the software application versions, operating systems, and database update with respect to industrial units for a one-year O&M phase.
25. The Selected partner shall also capture the skillset required for further expansion of industrial units and integration with CAFs and online updating through DI Cs for regular updating of this data.
26. Manage entire project from conceptualization to operationalization and maintenance as well as ensure subsequent transfer/licensing of GIS infrastructure/ applications to the Government of Himachal Pradesh.
27. Any other overarching requirements of solution not covered above but required by Selected partner to ensure proper functioning of solution.
28. The Selected partner has also to follow the methodology of calculating GVA of manufacturing-based activities. Samples size would be of 50,000 Units for which sector wise distribution would be decided by the Department.

4. Eligibility Criteria

4(i)	Eligibility Criteria of Applicants	Supporting Documents Required
A.	The Bidder should be registered under Indian Companies Act, 1956/ 2013 or Limited Liability Partnership Act, 2008 or as amended; with at least 3 years of operations in India as on bid submission date.	Following documents in respect of Bidder shall be submitted: (a) Copy of Certification of Incorporation / Memorandum of Association (MoA) and Articles of Association (AoA)/ registration certificate with LLP agreement (b) Copy of PAN card (c) Copy of GST Registration
B.	<u>Turnover</u> The Bidder should have average annual turnover of Rs. 1.30 Crores from the last three Financial Years (For Ex: 2022-23, 2023-24 or 2024-25) Note: * Bidder's Parent/group company turnover will not be considered in turnover criteria	Audited financial statements/ annual report from the Statutory Auditor/ <u>Turnover Certificate with 3 Years Financials by a Practising Chartered Accountant with UDIN Number..</u>
C.	<u>Networth</u> The Bidder should have Positive Net Worth as on 31st March 2025	<u>A Positive Net Worth Certificate with UDIN Number as on 31st March 2025 (FY 2024-25), issued by the Company's Auditors/ A Practicing CA.</u>

D.	Experience: Technical Experience: The Bidder should have experience in design and development of web portals/Applications/Baseline Survey/Assessment /Dashboard Applications /Web Analytics / Digital Analytics during the last 5 years ending the last day of the month previous to the one in which bids are invited, as below: i. The Bidder must have successfully completed or partially completed Three similar works, each costing not less than 0.52 Crore; OR ii. The Bidder must have successfully completed or partially completed Two similar works, each costing not less than 0.65 Crore; OR iii. The Bidder must have successfully completed or partially completed One similar work costing not less than 1.05 Crore.	(i) Copies of Work Orders and Work Completion/ Phase Completion Certificate issued & signed by the PO issuing authority. (ii) Client contact details i.e., name of contact persons, postal address, official email, tel. (iii) Work Experience Details as per Annexure IV. (iv) Certificate from a Practicing CA/ A Statutory Auditor for having received at least 90% payments against the referred Invoices, shall have to be furnished along with Bid Document. ITI Limited reserves the right to verify the authenticity of the documents submitted / supply experience claimed by bidder, at any time. (The bidder must provide evidence of receipt of payment, certified by a Chartered Accountant or Statutory Auditor, satisfying any one of the following criteria: • At least INR 1.05 Crore from one single assignment, or • At least INR 0.65 Crore each from two assignments, or • At least INR 0.52 Crore each from three assignments
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E.	Bidder to bring eligible OEM who meets the eligibility requirements as per customer requirement & eligibility proofs towards the same need to be submitted along with the EOI bid proposal.	Supporting documents including OEM customer credentials for the OEMs whose deployment experience is asked in the EOI, to be submitted along with bid. Bidders are required to submit bid specific Manufacturing Authorization Form (MAF) as per the requirement of End Customer document and undertaking regarding the same need to be submitted along with the bid Manufacturer Authorization Form (MAF) from OEM/Vendors for each product as per Annexure XIII
F	The Bidder should not be blacklisted/debarred with Ministry of Communication or BSNL or any government department debarring order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) covering all central Ministries/ Departments as per provision of OM No.F.1/20/2018-PPD by Department of Expenditure (DoE), MoF dated on 2nd Nov 2021 as on Bid submission date.	The Bidder shall submit: An undertaking signed by CEO/Country Head/ Authorised Signatory of the company to be provided on Non – judicial stamp paper of INR 100/- or such equivalent amount and document duly attested by notary public as per Annexure V.
G	Any bidder or its OEM from a country which shares land border with India will be eligible to bid if the bidder is registered with the competent authority as specified in (O.M. No. 7/10/2021-PPD (1) Dated 23.02.2023 from Department of Expenditure, Ministry of Finance.	The bidder/ OEM shall submit an undertaking in this regard as per format provided under Annexure-VI
H	The Bidder shall provide CVs of the Key technical personnel on its roll with the required domain experience.	Undertaking with following key technical Manpower details to be provided- • Project Manager and Strategy Lead • Programming and Application Development Lead • Software Developer

			• User Interface / User Experience Expert • Database Administrator • MSME Domain Expert
I		The Bidder should have a working office in Shimla, Himachal Pradesh for the last 5 Years.	Documentary proof to be submitted.
J		Bidder should submit write up on Project Implementation Plan and capability (technical and financial) on how the project will be executed by the bidder covering the topics & presentation to be followed after technical evaluation which should include the following topics - Understanding of project - Approach & Methodology for establishment of network - Technical and Domain Experience - Credentials of previous projects handled. - Credentials of manpower planned for deployment Note: - The Selected Partner will endeavour to engage 50% local ITI & Polytechnic youth in their survey team in all districts	Write-up on Project Implementation Plan and capability (technical and financial) on how the customer Scope of work implementation will be executed by the bidder should be submitted.
K		A self-certificate with proper contact detail of customers (Details of End User - Firm	Self-certificate with proper contact detail of customers to be

	Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.) for the experience proof submitted along with PO reference and value of the project. The same should be issued by authorized signatory of bidder. ITI LTD reserves the right to verify the correctness of the client certificates (PO Copies/Work orders) and any other information submitted by the bidder in his offer. In case of any wrong information submitted by bidder, the bid will be rejected and subsequently the bidder will be blacklisted from doing any business with ITI Limited. The experience details to be filled as per Annexure – IV	provided
L	Bidder must have registration with ESIC and EPFO	Supporting documents (a) Copy of ESIC Certificate (b) Copy of EPFO Certificate

4(ii) Checklist of documents/information to be submitted by bidder	
1.	All eligibility documentary proof as per clause 4(i)
2.	Company Profile
3.	Certificate of Incorporation
4.	Memorandum & Articles of Association
5.	Quality Certificate – ISO 9001:2015 / ISO 14001 /ISO 45001 for Information Security Management System
6.	GST certificate
7.	Copy of PAN Card
8.	CIN (Corporate Identity Number), if applicable
9.	Experience/ Work Completion Certificate issued & signed by the PO issuing authority or an authority authorized by the PO issuing authority of the client entity OR Contract clearly highlighting the scope of work and quantities of the contract/ order.

10.	Authorization letter in the company letterhead authorizing the person signing the bid for this EOI and Power of Attorney (POA) on Rs.100/- stamp paper along with board of resolution.
11.	List of Directors / CEO / COO including their name (s) and address(s) Director Identification Number [DIN] of all the Directors. Corporate Identity Number [CIN].
12.	Undertakings (in Company letter head) for acceptance of terms and conditions as per Annexure- I
13.	Bidders Details as per Annexure II
14.	Annexure III as per format for the Clause by clause compliance to all Terms & Conditions of all the Sections of this EOI (including its corrigendum/amendments), duly Signed and Stamped on the Letter Head of their Organization.
15.	Work Experience Details – project wise Annexure IV
16.	Not blacklisted undertaking Annexure-V
17.	Undertaking regarding No Land border Sharing (To be in Bidder's Letter Head) Annexure-VI
18.	Pre-Contract Integrity Pact as per Annexure-VII
19.	Bid Security Format Annexure-VIII (Bank Guarantee (To be typed on Rs.100/- non-judicial stamp paper)
20.	Bid Securing Declaration Annexure –IX (If applicable)
21.	Bid Form Annexure-XI
22.	Manufacturers Authorization Certificate from OEM Annexure XIII
23.	No criminal case should be pending against the bidder anywhere in India. Self-certification should be provided to this effect.
24.	In case the participating partner has executed any work/project with/for ITI in last 5 years, a satisfactory certificate signed by at least DGM level/or above officer from ITI to be submitted for such project as a mandatory eligibility criterion for selection in the EOI
25.	In case the end customer requires an AMC followed by the project execution, AMC charges will be quoted by partner as optional item and ITI reserve the right to either award AMC to a partner or float a separate RFP at end of project completion, which will be abide by partner/bidder. Undertaking for compliance of the same to be submitted along with the bid
26.	All the equipment installed while execution of the project should be TEC approved or have a valid TSEC clearance/certificate of such equipment to be taken before deployment in the customer premises. Undertaking for the same to be submitted along with the bid.

27.	Declaration as below to be submitted ""We hereby declare on our own volition not to undertake or partner with any other organization directly or indirectly or not to submit any bid against the EoI/RFP/Tender published by other organizations for addressing the same business opportunity of the end customer for which this EoI/RFP/Tender has been published. We also undertake that we will not submit any bid directly to the end customer's tender enquiry if we are being finalized as a BA (Business Associate) Partner of ITI against this EoI/RFP/Tender. In case the above undertaking is not adhered or breached we shall indemnify ITI Limited for loss caused and violation of integrity in relation to business relation and shall accept a vigilance action recommended by appropriate authorities of ITI Limited"
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4(iii). General Terms & Conditions

General	Please provide compliance for the following clauses	Compliance
1	ITI LTD reserves the right to quote & supply ITI LTD manufactured products (in full or partial quantity) if BOM of Tender/Project contains ITI LTD manufactured products.	
2	ITI LTD reserves the right to undertake services likes installation and commissioning activities, Annual Maintenance Contract (AMC) etc.	
3	All activities like Proof of concept/demo on "No Cost No Commitment" (NCNC) basis wherever applicable will be the responsibility of bidders	
4	Bidder should be willing to impart required training to ITI LTD engineers for undertaking services & execution of project	
5	Bidder will be responsible for any shortcoming in the BOM and the same should be rectified free of cost	
6	Bidder should be willing to sign an exclusive agreement with ITI LTD for smooth execution of this project	
7	Bidder must arrange to submit the MAF in the name of ITI LTD and must work on exclusive basis with ITI LTD	
8	All commercial terms (proportionate to the scope of work) will be as per the customer Tender/PO.	

9	Tender Fee & Earnest Money Deposit (EMD) : The Bidder shall furnish Tender Fee (non-refundable) of Rs 5900/- (incl. GST) EMD of Rs. 5,36,000/- (refundable). Undertaking regarding the same need to be submitted along with the EOI bid proposal Undertaking regarding the same needs to be submitted along with the EOI.	
10	PBG: The selected bidder has to provide PBG of 10 % of the total order value will be borne by the selected bidder.	
11	Delivery Schedule: • Delivery Schedule as per the end customer Tender/ PO on back to back basis (proportionate to the scope of work) • Period of execution shall be in line with the end customer • The project I&C will be considered as completed after obtaining NOC/Commissioning Certificate from the end customer. Further Warranty/AMC shall be supported as per end customer.	
12	LD Clause: LD (proportionate to the scope of work) shall be as per ITI LTD LD Clauses (<i>@ 0.5% of order value per week or part thereof subject to a maximum of 10% of the undelivered portion/ the order value (if the item(s) cannot be used unless full supply is made) or to cancel the order and purchase the materials from alternative source at the risk and cost of the bidder</i>) OR as per the end customer PO/tender clause whichever is higher.	
13	Payment Terms: a. Payment terms will be as per end customer tender/PO and will be done through an Escrow account on back-to-back basis preferably. b. Payment to the partner shall be done after deduction of all i. LD/recoveries imposed by end customer (if any) (proportionate to the scope of work), and ii. ITI LTD's margin & statutory dues (including GST) If the partner is in disagreement with the deductions, the partner will have to write to ITI LTD with all the explanation & supporting documents	
14.	Transfer and Sub-letting. The Partner has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present without the permission of tendering authority.	

5. Financial Bid:
Name of Bidder:

Sl. No	Description	Price/Margin
A	Submit Lumpsum details for supply and service items as per Schedule of Requirements (SoR) and Scope of Work (SoW) in INR (without Taxes)	4,36,00,000
B	Quote margin to ITI as a percentage of A	
C	Absolute value of Margin = $A \times B$	
D	Overall Quoted price = $A - C$	

During evaluation bidders with least "D" will be selected

Note: SoR & SoW as per Tender document

- During evaluation, bidders with least value of "D" considering the above cost calculation will be selected for addressing the customer tender.
- The bid having higher value of "B" will be selected in case of tied D
- If the bidder is selected, during the final tender submission, the price to be quoted shall not be more than price "A" and the margin offered to ITI shall not be less than "B" and there is provision of ITI project management charges to be included in the price bid at the time of customer tender submission
- "The price quoted at 'A' is an indicative price (transfer price of the bidder to ITI LTD), however, during customer tender submission, the final price to be quoted will be mutually discussed wherever possible between ITI & Selected partner so as to arrive as a winning bid for this tender".

6. Special Conditions of EOI:

- No advance will be paid to the selected implementation partner, even though ITI LTD is eligible to get advance from the customer being a front-end bidder. Note: Any deviation to this will be as per Govt of India guidelines
- Bidder should not undertake or partner with any other organization directly or indirectly or not to submit any bid against the EoI/RFP/Tender published by other organizations for addressing the same business opportunity of the end customer for which this EoI/RFP/Tender has been published. We also undertake that we will not submit any bid directly to the end customer's tender enquiry if we are being finalized of ITI against this EoI/RFP/Tender.

7. Evaluation:

- a. The process of evaluation will be as below: All the bids will be scrutinized for technical and financial eligibilities, undertakings and compliance to EOI terms and conditions. The PO copies/experience certificates submitted by the bidders will be cross verified with the issuing authorities/clients.
- b. Financial Bid opening will be done after the evaluation of Technical bid (Only for technically qualified bidders)
- c. Bidder will be selected based on the financial bid format

8. Note:

- a. The Bidding (For Technical & 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 understand 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 helpdesk of <https://itilimited.ewizard.in/>.
- b. The Technical Bid shall be uploaded in e-procurement site of ITI Limited (<https://itilimited.ewizard.in/>). For submission of online bid and procedure to be followed, visit <https://itilimited.ewizard.in/>.
- c. ITI's Tender document can be downloaded from ITI web site www.itiltd.in or CPP portal www.eprocure.gov.in. For uploading the bid proposal, all bidders have to register in our eProcurement portal (<https://itilimited.ewizard.in/>). When submitting the bid please state the tender ID.
- d. Any clarifications regarding the tender can be obtained from Mr. Sudhir Kumar Bharati, Asst. Manager email: skbharati_nsu@itiltd.co.in, Mob: 9465555127
- e. Technical bids will be opened at **11:30 AM on 03.08.2026**
- f. All the bids will be scrutinized as per eligibility conditions and compliance to the EOI terms & conditions.
- g. Financial Bid opening will be done after the evaluation of Technical bid (Only for technically qualified bidders).
- h. Bid offered should be valid for a period of 180 Days from the date of opening of EOI response.
- i. Conditional offers are liable for rejection.
- j. Consortium is not allowed.
- k. The Bidders should give Clause by clause compliance (as per annexure III) of EOI with references to supporting documents; otherwise the offers are liable for rejection.
- l. The bidder to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.

- m. In the event that ITI LTD is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the bidder at latter's cost and expenditure.
- n. ITI LTD reserves the right to suspend or cancel the EOI process at any stage, to accept, or reject any, or all offers at any stage of the process and / or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever.
- o. Bidders, whose Purchase Order(s) for any Project of ITI LTD was/were cancelled on risk & cost basis for non-performance or non-submission of performance guarantee in last 2 years, are not eligible to participate in this tender.
- p. Any existing vendor/partner of ITI Ltd. willing to participate in this EOI/RFP must have a good track record with ITI or submit a Performance Clearance Certificate from the respective concerned ITI unit/office.
- q. **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 LTD. ITI LTD will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.
- r. **Amendment of EOI:** At any time prior to the last date for receipt of offers, ITI LTD, 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 LTD 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.
- s. ITI LTD will not consider any or all of the bids if they are not meeting EOI requirements.
- t. ITI LTD may at its discretion reject any offers received for selection without assigning any reasons.
- u. This EOI will be available on Govt & ITI Ltd website: "<http://www.itiltd.in/>" under its Tender/EOI Section.

9. Other Terms and conditions:

- i. **Confidentiality:** All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the customer to the bidder, in connection with the customer PO, whether such information has been furnished before, during or following completion or termination of the customer PO are confidential.
If advised by the Customer, all copies of such information in original shall be returned on completion of the bidder's performance and obligations under this customer PO.
- ii. **Transparency:** All customers are responsible and accountable to ensure transparency, fairness, equality, competition and appeal rights. This involves simultaneous, symmetric and unrestricted dissemination of information to all likely bidders, sufficient for them to know and understand the availability of bidding opportunities and actual means, processes and

time limits prescribed for completion of registration of bidders, bidding, evaluation, grievance redressal, award and management of contracts.

It implies that such officers must ensure that there is consistency, predictability, clarity, openness, and equal opportunities in processes.

- ii. **Indemnity:** Bidder to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer. LD/ Penalties incurred on account of delay in supply, product failure during warranty if any and deficiency in Warranty and AMC services shall be borne by the bidder
- iii. **Arbitration:** In case amicable settlement is not reached in the event of any dispute of difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the bidder in any manner touching upon the contract, such dispute or difference shall (Except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by ITI LTD.
 - The award of the arbitrator shall be binding upon the parties to the dispute.
 - Subject as aforesaid, the provisions of Arbitration and reconciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to arbitration proceedings under this clause. The cost of arbitration shall be borne equally by both the parties.
 - Work under the contract shall be continued during the arbitration proceedings.
 - Failure to comply with any of the above conditions can result in termination of the contract, forfeiture of the security deposit, penalty as may be decided by ITI LTD and future blacklisting of the bidder.
 - The arbitration location will be at Chandigarh.
- iv. **Set Off:** Any Sum of money due and payable to the bidder under this customer PO may be appropriated by the customer or any other person contracting through the ITI LTD and set off the same against any claim of the customer for payment of a sum of money arising out of this EOI or under any other EOI/contract made by the bidder with the customer.
- v. The interested bidder may like to discuss the customer tender related information, EOI Bidding Conditions, Bidding **Process and clarifications, if any may contact Mr. Sudhir Kumar Bharati, 9465555127.**
- vi. **Intellectual Property Rights:**
 - All deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the bidder under this customer PO shall become and remain the property of the customer and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the customer's prior written consent.
 - The bidder shall, not later than upon termination or expiration of this customer PO, deliver all such documents and software to the customer, together with a detailed inventory thereof.

- The bidder may retain a copy of such documents and software but shall not use it for any commercial purpose.
- vii. **Language of offers:** The offers prepared by the Company and all the correspondences and documents relating to the offers exchanged by the companies shall be written in English language.
- viii. **PROGRESS REPORT:** Selected partner shall, compile, prepare and submit on time, periodical progress reports (monthly or as required by ITI LTD) on the progress of Business orders, delivery and implementation of services on related projects where ITI LTD products & services are to be utilized.
- ix. **TERMINATION FOR DEFAULT:** Any of the following events shall constitute an event of default by the bidder entitling the Competent Authority to terminate the contract.
- If the bidder fails to perform any obligation(s) under the Contract
 - If bidder, does not remedy his failure within a period of 30 days (or such longer period as the ITI LTD may authorize in writing) after receipt of the default notice from the ITI LTD
 - If selected bidder fails to fulfil its part of the work to the satisfaction of ITI LTD, then ITI LTD shall have the right to terminate the contract.
- The contract shall not be terminated for failure to discharge responsibilities due to force majeure situations or failure by ITI LTD to meet conditions precedent.
- x. **FORCE MAJEURE:** If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by the either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this and contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the ITI LTD as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at its option terminate the contract.
- xi. **TERMINATION FOR INSOLVENCY:** ITI LTD may at any time terminate the contract by giving written notice to the bidder, without compensation if the bidder becomes unwilling, bankrupt or otherwise insolvent
- xii. **ITI's Right to accept any bid and to reject any or All Bids or to cancel the EOI:** ITI LTD reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of ITI's action.

- xiii. **Amendment of EOI:** At any time prior to the last date for receipt of offers, ITI LTD, 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 LTD 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.
- xiv. **Disclaimer:** ITI LTD 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, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI LTD and/or any of its officers, employees.
- xv. All other terms as conditions is as per customer RFP/PO.



Annexure-I

Undertakings (To be in Bidder's Letter Head)

M/s...do here by undertake the following

1. To work with ITI LTD complying with the EOI and Customer Tender terms and conditions including corrigenda, amendments, prebid clarifications, agreements etc. Also, we agree to implement the project (scope of work as per Customer Tender terms and conditions including investment) covering Warranty & post-warranty services, maintenance etc, in the event of ITI LTD winning the contract.
2. Submit Tender document fee of Rs/-, Earnest Money Deposit (EMD) as per tender required, while submitting the customer tender. PBG as per customer tender to be borne by the selected bidder at the time of placement of order as per customer tender and its amendments/corrigendum/ clarification. In cases where ITI LTD is exempted from providing EMD & PBG or allowed to submit Corporate Guarantee in place of Bank Guarantee to customer, bidder shall provide EMD (while submitting the bid to the customer) & PBG as per EOI conditions.
3. To support ITI LTD for preparation of the EOI/tender, post bid clarifications, technical presentations and any other requirements as per end customer requirement.
4. To submit OEM MAF in the name of ITI and other OEM related certificates as per customer RFP formats and all other technical documents/certificates/data sheets/solution as per customer tender requirement
5. That we will be equipped with the required manpower with qualifications, certifications and experience as mentioned in the customer tender.
6. The Bidder to bring exclusive OEMs for different equipment who meets the OEM eligibility criteria as per customer RFP/tender requirement.
7. to comply with all the end customer EOI/tender requirements including technical specifications
8. To get required certificate& support (warranty & post-warranty/maintenance) in the name of ITI LTD from the OEM as per customer tender requirement.
9. we do also hereby irrevocably and unconditionally agree and undertake to save and keep ITI Ltd, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against ITI Ltd by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-

adherence to any statutory / regulatory requirements and / or any other law for the time being in force.

10. Should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing.
11. Should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
12. To make all arrangements and carry out Proof of Concept (PoC) at bidder's cost
13. To obtain relevant statutory licenses/certifications for operational activities at own cost.
14. To sign MoU/Teaming Agreement, Integrity Pact with ITI LTD for addressing the customer tender as per customer's tender terms and conditions.
15. To indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
16. To support the offered equipment for the period including warranty and AMC as per customer tender conditions.
17. To supply equipment/components which conform to the latest year of manufacture.
18. Certify that all the hardware/ software supplied under the contract shall not contain any embedded malicious codes that could inhibit the desired functions of the equipment or cause the network to malfunction in any manner.
19. We declare that the information and documents submitted along with the EOI/customer tender are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
20. We understand that if the contents of the certificate submitted by us are found to be forged/false at any time during process for evaluation of EOI/tenders, it shall lead to forfeiture of the Bid Security and may also lead to any other action provided in the contract including banning of business for a period of upto two years. Further, we and all our constituents understand that our offer shall be summarily rejected.

(Signature and Stamp of the Bidder)

Annexure-II

Bidders 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 Website)			
3.	Area of business			
4.	Date of Incorporation			
5.	Annual Turnover for the last three (3) audited financial years (Rs in Cr)	2022-23	2023-24	2024-25
6.	Net worth for the year current year (Ex: 2024-25) (Rs in Crs)			
7.	GST Registration number			
8.	PAN Number			
9.	CIN Number, if applicable			
10.	Number of technical manpower in company's rolls			

(Signature and Stamp of the Bidder)

Annexure-III

Compliance Statement

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

Note: Bidders are requested to comply every clause as per EOI, Corrigendum, and Addendum which is published along with the EOI. The relevant supporting documents need to be referred with respective clauses mentioned.

(Signature and Stamp of the Bidder)

Annexure -IV

Work Experience Details – project wise

Sl. No	Information Required	Details
1	Name & Scope of work of the project	
2	Entity for which the project was undertaken (Customer Name & Contact Details including email ID, Contact number	
3	Project Cost	
4	PO No & Date	
5	Date of commencement of the project	
6	Actual Completion Date	
7	Role of bidder	
8	Brief Description of the project	
9	Completion Date	

(Signature and Stamp of the Bidder)

Annexure-V

UNDERTAKING FOR NOT BLACKLISTING

(Non-Blacklisting declaration)

To:

ITI Ltd,
XXXXXXXXXX

Subject: Non-Blacklisting declaration in connection with participation in EOI No:.....for
.....

Dear Sir,

This is to notify you that our Firm/Company/Organization intends to submit a proposal in response to invitation for EOI No: for providing

In accordance with the above we declare that:

- c. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
- d. We are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

Sincerely,

Name

Title

Signature

Annexure-VI

Format of Certificate for Tenders for Goods/Service/Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017.

To:
ITI Limited,

Dear Sir,

Ref: Your EOI No. dated

Bidder Name:

We, M/s ----- are a private/public limited company/LLP/Firm [strike off whichever is not applicable] incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at ----- (referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

- d) We, the Bidder have read and understood the contents of the Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or Sub-contracting to contractors from such countries.
- e) In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

* We, the Bidder are not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017.

Or

*We, the Bidder are from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure I to the said Office Memorandum / Order and we submit the proof of registration herewith.

(*Delete whichever is not applicable)

- f) We, the Bidders agree and undertake that if the contract is awarded to us, we will not sub-contract or outsource the contract and / or any part thereof unless such subcontract/

outsourcing is permitted by ITI Limited in writing, in which case we shall not sub-contract or outsource the work to a contractor from such countries, unless such contractor is registered with the Competent Authority and proof of same is obtained.

2. We, the Bidders hereby confirm that we fulfil all the eligibility criteria as per RFP/NIT and are not ineligible from participating in the Tender in view of the above Office Memorandum and Order. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, ITI Limited shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action against us. ITI Limited shall also be within its right to forfeit the security deposits provided by us and also recover from us the loss and damages sustained by ITI Limited on account of the above.
3. This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order (Public Procurement No.1) both bearing F.No.6/18/2019/PPD of 23rd July 2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India including the words defined in the said order (reproduced hereunder) which shall have the same meaning for the purpose of this Declaration cum Undertaking.

Definitions of "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

"Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.

"Bidder from a country which shares a land border with India" for the purpose of this Order means:

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

"Beneficial owner" for the purpose of above will be as under:

- i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

ii) **Explanation—**

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
- iii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iv) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- v) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- vi) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

"Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons."

Executed at..... On this the ...day of

Authorised Signatory

M/s-----

Signature and Name

Seal of the Bidder

*Note: Where applicable, evidence of valid registration by the Competent Authority shall be attached.

Annexure VII

PRE-CONTRACT INTEGRITY PACT

(To be executed on plain paper and submitted along with Technical Bid/ EOI Documents. To be signed by the bidder and same signatory Competent/ Authorized to sign the relevant contract on behalf of the ITI Ltd).

EOI No.....

This Integrity Pact is made on day of 2026

BETWEEN:

ITI Limited having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bengaluru – 560 016 under the administrative control of 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 bidder/contract 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 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

- 1.3. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
- d. 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.
 - e. 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.
 - f. The Principal will exclude from the process all known prejudiced persons.
- 1.4. If the Principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Actor if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER/CONTRACTOR

- 2.1. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the tender process and during the execution of the contract.
- h. 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.
 - i. 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.
 - j. 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.
 - k. 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.
 - l. 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.

- m. 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.
- n. 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 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.

- 7.2 If the Principal receives any information of conduct of a Bidder(s)/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 a reasonable time from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8.7 The word '**Monitor**' would include both singular and plural.
- 8.8 Details of the Independent External Monitor appointed by the Principal at present is furnished below: -

Shri Atul Jindall, IFS (Retd.)
3/10 Vishesh Khand Opp. Little Friend School Gomti Nagar,
Lucknow-226010(UP)
&
Shri Benny John, IRS (Retd.):
Villa No. 36, Kent Plam Villas, Fort Valley Township, Athani,

Kakkanad, Ernakulam, Kerala – 682 030

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

SECTION 9 – PACT DURATION

- 9.1 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.
- 9.2 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).
- 9.3 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 10 – OTHER PROVISIONS

- 10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall the seat of the Principal.
- 10.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
- 10.3 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate Office of the Principal at Bengaluru.
- 10.4 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.
- 10.5 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.
- 10.6 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.
- 10.7 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.
- 10.8 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 BIDDER(S)/CONTRACTOR(S)

.....

(Name & Designation)

(Name & Designation)

Witness

Witness

3) 1).....

4) 2).....



Annexure VIII

BID SECURITY FORM (EMD)

Whereas _____
 (Hereinafter called the tenderer) has submitted their offer dated _____
 _____ for the supply of _____
 _____ (Hereinafter called the tender)

Against the Purchaser's Tender No. _____ KNOW ALL MEN by these presents that WE _____ (Bank Name) of having our registered office at _____ are bound unto (here in after called the "Purchaser") In the sum of _____.

For which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS OF THIS OBLIGATION ARE

(1)	If the tenderer withdraws or amends or modifies or impairs or derogates from the Tender in any respect within the period of validity of this tender.
(2)	If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity.
(a)	Fails to furnish the Performance Security for the due Performance of the contract.
(b)	Fails or refuses to accept/execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

 (Signature of the authorized officer of the Bank)

Name and designation of the officer
 Seal, name & address of the Bank and address of the Branch

Note: Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

Annexure IX

Bid Securing Declaration Form (if applicable)

Date: _____

To.

ITI Limited

Subject: Tender No: xxxx/xxxx/xxx/xx/ dated ...xx.20xx for THE -----

We, the undersigned, declare that:

1. I/We understand that, according to the conditions of tender, bids must be secured with a bid security as provided in the tender or to be supported with a Bid-Securing Declaration.

2. Accordingly, in lieu of Bid security, I/We unconditionally declare that:

(a). I/We will follow all the conditions of this tender secured with the Bid Security.

(b). I/we will not alter or change any of the conditions during the bid validity and after the award of Tender, if declared successful.

(c). I/We will abide by all the terms and conditions of the tender.

(d) I/we fully understand that I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of **two (2) years** upon receipt of your Blacklisting/Suspension Order,

(e) I/we will pay the applicable fine or damages as provided by any stipulation or guidelines from the appropriate authority in this regard for the violation of Bid Securing Declaration; and,

(f) I/We undertake to comply above, without prejudice to other legal action or remedies ITI Ltd. may have, to secure itself from the damages and losses incurred due to the act of violation by undersigned company/entity.

Duly authorized to sign the bid for and on behalf of:

[Insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of signing]

Corporate Seal (where appropriate)

Annexure XI

BID FORM

EOI No.

Dated

To

ITI Limited,
XXXXXXX

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos. the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, if our Bid is accepted, to commence deliveries as per the schedule given as part of this tender.
3. If our Bid is accepted, we will obtain the performance guarantee from a Scheduled Bank mentioned as mentioned in the RFP.
4. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly prepared and submitted in the relevant sections of e- bidding portal as to prevent any subsequent alteration and replacement. Also pricing details / information is not made available in the technical section of e-bidding portal.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.
8. We understand that the Bid document so submitted is the true copy of ITI tender documents available on ITI website www.itiltd.in. Any deviation will result in the rejection of the bid.

Dated thisday of 20...

Name and Signature -----

In the capacity of

Duly authorised to sign the bid for and on behalf of:

Witness:

Address:

Signature

Annexure XIII

Manufacturer Authorization Form (to be printed in the letter head of OEM) or format as per customer tender document format

To
Customer Address

Sub: Manufacturer Authorizations Letter for Request for Proposal for

Reference no. : Tender Ref..... Dated.....

Sir,

1. We, <OEM Name> having our registered office at <OEM address>, hereinafter referred to as OEM are an established manufacturer of the following items quoted by ITI Limited, having their registered office at Registered Corporate Office, ITI Limited, Doorvani Nagar, Bangalore - 560016, hereinafter referred to as Bidder:

Sl No	Description of Items/Product	Make	Model

2. We <OEM Name> authorize ITI Limited, Bangalore to quote our above-mentioned item(s) for above mentioned tender.
3. We confirm that we have understood the delivery & installation timelines defined in the tender and there won't be any delay in delivery, installation and support from our side. We commit the support of the offered equipment during supply, warranty and post warranty period including spares, patches, upgrades/updates, etc for the quoted product/software for minimum 5 years and extendable to another two years as per tender requirement.
4. We also ensure to provide the required spares and service support as pre-purchased for the supplied equipment as per tender terms.
5. We hereby declare that the products being quoted by the bidder is not declared as at "end-of-sale" and "end-of-support" and should not be a refurbished product.

Thanking You

For <OEM/Manufacturer name>
< (Authorized Signatory of OEM)>

Name:

Designation:

Contact Details:

Seal of the Company

Date: