

ITI LIMITED
(A Govt. of India Undertaking)



Expression Of Interest

For

Implementation of WhatsApp Messages Solution

(EOI is Limited for empanelled Vendors with ITI Limited)

EOI Ref:- ITI/MSPD/BDE/01

Dated 07.05.2022

DGM-BD
ITI Limited, MSP-Delhi
Core-1 Floor-11
Scope Minar Laxmi Nagar,
New Delhi-110092
Phone:- 011-42331182
Email: rajesh_rod@itilttd.co.in;
Website: www.itilttd.in

**आईटीआई लिमिटेड**

(भारत सरकार का उपक्रम)

क्षेत्रीय कार्यालय :

फ्लैट नं 201-202,

रोहित हाऊस, 3, टोलस्टोय मार्ग

नई दिल्ली-110001

फोन : 23317195, 23317196

23317666, 23314164

फैक्स : 011 - 23317197

ITI LIMITED

(A Govt. of India Undertaking)

Regional Office:

Flat No. 201-202,

Rohit House, 3, Tolstoy Marg,
New Delhi-110001

Phone : 23317195, 23317196

23317666, 23314164

Fax : 011-23317197

E-mail : ro_dli@itiltd.co.in

Expression of Interest (EOI)

EOI Ref:- ITI/MSPD/BDE/01

Dated 07.05.2022

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

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

ITI Limited invites ONLINE bid in TWO COVER SYSTEM (Technical & Financial) from eligible bidders Which are empaneled with ITI Limited, EOI bid must be valid for a minimum period of 90 days from the date of bid opening for following items:

Name of the Work	Implementation of WhatsApp Messages Solution
Estimated cost of Project	Rs.7Cr.
E-tender Portal	www.tenderwizard.com/ITILIMITED .
EMD @2%	Rs.14 Lakh
Tender Processing Fees	Rs.1400/-
EOI Publishing Date	09 th May, 2022
Submission Due Date and time	23 rd May, 2022 till 13:00Hrs
Tender Opening Date and Time	23 rd May, 2022 at 14:00Hrs
Contact Person for the clarification of Tender Documents	1. Shri Ishwar Tyagi:-+91-9455620684,+91-9315609313 2. Shri Abhay Sharma:- +91-7827450462

व्यापार विकास : कोर-1, 11वाँ तल, स्कोप मीनार, लक्ष्मी नगर जिला केन्द्र, लक्ष्मी नगर, दिल्ली-110092, दूरभाष : 22016423 टैलीफैक्स : 22023084

इंजीनियरिंग : 12 बी, नेताजी सुभाष मार्ग, दरियागंज, नई दिल्ली-110002, दूरभाष : 23275600, 23271193 Page | 2

पंजीकृत एवं निगमित कार्यालय : आई टी आई भवन, दूरवाणी नगर, बंगलूर-560 016, भारत दूरभाष : (91) (80) 25614466 फैक्स : (91) (80) 25617525

Registered and Corporate Office : ITI Bhawan, Doorvani Nagar, Bangalore-560 016, India Phone : (91) (80) 25614466 Fax : (91) (80) 25617525

CIN No. L32202KA1950GO1000640, Website : www.itiltd.in

Tender Processing Helpline No.	1. Shri Ratan Thakur :- +91-9650520101
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Above mention solution is required for end customer and proposed volume are approximately 1.08Cr message on monthly basis.

Interested empaneled vendors may view and download the tender document containing the detailed terms & conditions at free of cost from the websites ITI Limited E-tender Wizard Portal, CPP Portal OR <http://itiltd.in>

The ONLINE bid is to be submitted in a sealed cover over the ITI Limited E-tender Portal i.e. www.tenderwizard.com/ITILIMITED.

For ITI Limited

Rajesh
7-5-20

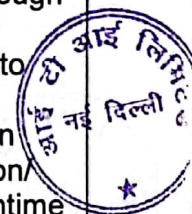
DGM-BD
MSP-Delhi

Subject:- Expression of interest(EOI) For the Implementation of WhatsApp Message Solution for End Customer

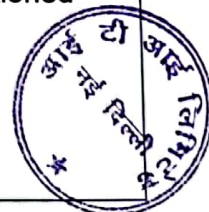
ITI has diversified into new areas of manufacturing and services in the domain of IT, Telecom, lot and Smart city for various Government/ Private customers. ITI limited has opportunity of Whatsapp Services for the end customer in Delhi.

Due Date for Submission of EOI is 23.05.2022 till 13:00Hrs.

A	Technical Bid	
1.	Scope of Work	<p>Scope of Work include the followings:-</p> <ul style="list-style-type: none">• The vendor should facilitate End customer for on-boarding to WhatsApp business services.• The system should be capable of verified WhatsApp Business account of End customer. The setup is to be done on Indian Phone Number.• The system Should support message status support (send, delivered, read),rich messaging support(documents, audio message, location sharing etc.) and template message(template message request/ creation via console, template message retrieval via API and template message localization(local language)) support.• The system should support for API integration over SMPP and XML/Query String/JSON/ISO etc.• The system shall implement sending WhatsApp message in English/Hindi or any other local/regional language.• System should provide support for integration of End customer's application(s) through API calls with WhatsApp services. System should ensure that only authorized application can invoke such APIs.• The system should be scalable to meet any incremental requirement. System should also provide for further integration of other application integration.• System should provide automated alerts through Email/SMS/Portal during downtime of the system/error. Any exception should be sent to the End customer's technical team and IT Division through these alerts instantly. Admin portal should have reports on these exception/ non-processing due to technical issue/ downtime of the system.• The system should have proper business continuity Plan.



		<ul style="list-style-type: none"> The system should provide web interface/API to view/ download summary and detailed MIS report of sent/ received WhatsApp message. It should provide reporting interface and automated report delivery over emails(s) at scheduled time as per requirement. The system should provide a console to view summary & detailed report/ MIS of message or notification sent/received. Billing will be done on basis of summary report available on the console. The reports thus generated in the portal should be downloadable/ exportable. Reports need to be customizable as per End customer's requirement. The bidder should ensure that all the regulations of Information Technology Act, 2000 as amended from the time, are being adhered to. The entire process should be secure and end-to-end encrypted and end customer's data must not be stored anywhere in the system provided by the Service Provider. The service provider must comply with data sharing policies of MeiTY.
2.	Eligibility Criteria of Applicants	
	A	Company Profile: The Bidder should be registered in India under Companies Act 1956/2013.
	B	Undertaking for willingness to work with ITI as per customertender/EOI etc. terms and conditions
	C	<u>Turnover</u> The Bidder shall have an average annual Turnover of INR 7 Crores in any three of four years (FY 2018-19, 2019-20, 2020-21, 2021-22) in the field of IT / ITES / Telecom / Surveillance / System Integration
	D	Bidder should have positive net worth for two consecutive years during last four years.
	E	<u>Key Certifications:</u> Bidder should have 2 of the 3 certifications mentioned below: <ul style="list-style-type: none"> ISO 9001:2015 / 2018 CMMi Level 3 ISO 27001:2013



	F	<p>Projects Experience Experience (Completed or on-going) as per the following details in inany three of four years (FY 2018-19, 19-20, 20-21,21-22):</p> <p>The bidder should have solely undertaken and completed in laid down time at least one Whatsapp message solution in any Central Govt. / State govt. Department/ Board/ Govt. Insurance corporation/PSU of minimum cumulative value of Rs.5.6 Crore during the last four financial years viz. 2018-19, 2019-20, 2020-21,2021-22</p> <p>OR</p> <p>The bidder should have solely undertaken and completed in laid down time at least two Whatsapp message solution in any Central Govt. / State govt. Department/ Board/ Govt. Insurance corporation/PSU of minimum cumulative value of Rs.4.2 Crore during the last four financial years viz. 2018-19, 2019-20, 2020-21,2021-22</p> <p>OR</p> <p>The bidder should have solely undertaken and completed in laid down time at least three Whatsapp message solution in any Central Govt. / State govt. Department/ Board/ Govt. Insurance corporation/PSU of minimum cumulative value of Rs.2.80 Crore during the last four financial years viz. 2018-19, 2019-20, 2020-21,2021-22</p>
	G	Eligible to sell & Registered WhatsApp for Business Partner
	H	The Vendor should be an Indian Registered partner & billing in INR
	I	The vendor should have 100+ active WhatsApp client
	J	The vendor is capable to support & build BoT Builder with DIY functionality.
	K	<p>Blacklisting As on date of submission of the proposal, the bidder, should not have been blacklisted by Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt fraudulent or any other unethical business practices as on the bids submission date in India</p>
	L	Undertaking expressing willingness to sign MOU with ITI
	M	EMD Bid security (Rs. 14Lakh) in the form of DD in favor of M/s ITI Limited payable at Delhi valid for 90 days at the time of bid submission & Performance Bank



		Guarantee to customer/ITI (as decided by ITI) as per Customer Tender terms & conditions.	
	N	The Bidder to bring OEM for different equipment who meets the OEMeligibility criteria and to submit documents as per customer tender requirement. Undertaking in this regard to be submitted	
	O	Bidder shall submit a list of Key technical personnel with the requireddomain experience who will be associated in this project.	
2(ii) General	Please Provide compliance for the following Clauses (as per Annexure-III)		Compliance Yes/No
A	For tenders involving ITI manufactured products, ITI will provide the required quotes etc. ITI reserves the right to supply the ITI manufactured products in full or partial quantities.		
B	ITI reserves the right to undertake the supplies up to 50% of the order Quantity		
C	ITI reserves the right to undertake services likes installation and commissioning activities, Annual Maintenance Contract (AMC) etc. upto 50%		
D	ITI reserves the rights 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.		
E	All activities like Proof of concept on "No Cost No Commitment"(NCNC) basis wherever applicable will be the responsibility of bidders		
F	Bidder should be willing to impart required training to ITI engineers forundertaking services & execution of project		
G	Bidder will be responsible for any shortcoming in the BOM and thesame should be rectified free of cost		
H	Bidder should be willing to provide ToT for manufacture of offeredproducts in ITI		
I	Bidder should be willing to sign an exclusive agreement with ITI forsmooth execution of the project		
J	All commercial terms will be as per the customer RFP/PO		
K	Earnest Money Deposit (EMD) / Bid security as per EOI requirement will be Submitted by all participated bidder.		
L	The bidder shall give an undertaking for the following: a. To extend a fully back to back partnership b. To support ITI as a SI partner and bid in this tender c. To support ITI for preparation of the tender, post bid clarifications,technical presentations and any other		



	<p>requirements as per tender.</p> <p>d. To make all arrangements and carry out Proof of Concept (PoC) at bidder's cost</p> <p>e. To submit Bid security (Rs 14Lakh) at the time of bid submission) in the form of DD/NEFT/RTGS on fully back to back basis.</p>	
2 (iii) Checklist of documents/information to be submitted:		
A	Company Profile	
B	Certificate of Incorporation	
C	Memorandum & Articles of Association	
D	Audited financial statements for the last 4 years. 2018-19, 2019-20 and 2020-21, 2021-22 CA certificate.	
E	Auditors network certificate as per 2(i) D	
F	Purchase Order or Completion certificate for proof of experience as per 2(i)F	
G	Undertaking as per clauses 2(i) B, G, H, I & J, K and 2(ii) 13 in company letter head	
H	Quality certificate like ISO 9001, CMMI Level 3 or above certificate as per 2(i) E	
I	GST Registration Certificate.	
J	Copy of PAN Card	
K	CIN (Corporate Identity Number), if applicable	
L	Authorization letter in the company letterhead authorizing the person signing the bid for this EOI and Power of Attorney (POA)	
M	Undertaking in letter head to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.	
N	Undertakings in Company letter head as per Annexure I	
O	Bidders Details as per Annexure II	
P	Clause by clause compliance of EOI terms with references to supporting documents as per Annexure III	
Q	<p>Pre-Contract Integrity Pact as per Annexure-IV</p> <p>a) "Bidders participating in the EOI have to agree to sign Integrity Pact on placement of order / contract"</p> <p>"Those bidders who are not willing to sign Integrity Pact will not be considered for bid opening"</p>	
R	Brief technical literature of the offered equipment / solution	



2(iv)	Financial Bid	
	A	Consolidated Margin Offered (Scope of work is as per the customer tender) in percentage (%) on ITI billing value (Excluding Taxes)(Please also refer note 9, 10 & 11 below)

Bid Evaluation Process

The bidder will be selected under the cost cum Margin Based System method (CMBS) with weightages of 50:50 (50% for financial (Price) proposal & 50% for financial(Margin) proposal. The combine score shall be obtained by weighing the financial and margin scores in the ratio of 50:50 and adding them up. On the basis of combine weighted score for financial and margin, the bidder shall be ranked in term of total score obtained. The highest combined marks will be considered for award of the contract.

Vendor score= Price bid score + Margin bid score

$$\text{Price Bid score} = \frac{\text{Best quote}}{\text{actual Quote}} \times \frac{50}{100} \times 100$$

$$\text{Margin Bid Score} = \frac{\text{Margin Value}}{\text{highest Margin Value}} \times \frac{50}{100} \times 100$$

Work Execution & Payment Terms:-

- ASP/SI/BA executes work on 100% Back to Back basis.
- Payment shall be released to the vendor on back-to-back basis and on after the submission of necessary document like Vendor Invoice, receipt acknowledgement of goods by end user etc.
- No advance payment will be made during the execution of the project. In case ITI receives any advance payment, the same may be released to the vendor after submission of equivalent amount of Additional BG valid till the completion of obligation for which payment has been released by the end customer.



General Instruction :-

1. The Bidding (For both Technical and Financial Part of the Bid) would be subjected to an On-line / e-Tendering process. The prospective Bidders are requested to go through www.tenderwizard.com/ITILIMITED to understand the entire e-Tendering Process and follow the Registration and Bidding Process on www.tenderwizard.com/ITILIMITED as defined in the document. In case of any clarifications on e-tender portal, bidders may contact the portal administrators of www.tenderwizard.com.
2. The Technical Bid and financial bid shall be uploaded in e-procurement site of ITI Limited (www.tenderwizard.com/ITILIMITED). For submission of online bid and procedure to be followed, visit www.tenderwizard.com/ITILIMITED.
3. ITI's Tender document can be downloaded from ITI website www.itiltd.in or CPP portal www.eprocure.gov.in. For uploading the bid proposal, all vendors have to register in our E-procurement portal (www.tenderwizard.com/ITILIMITED). When submitting the bid please state the tender ID.
4. The EMD and Tender Documentation charges should be submitted either by DD/NEFT/RTGS. DD should be submitted in Favor of M/s ITI Limited Payable at Delhi.

The Bank Details of ITI limited for NEFT/RTGS/ is as below:-

Online RTGS/NEFT

Bank:- Bank of Baroda, KG Marg

MICR: 110012021

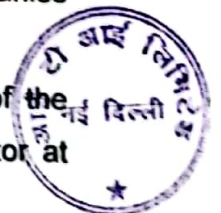
IFSC: BARB0CURZON

Account No.:- 06230500000010

5. Any clarifications regarding the tender can be obtained from Deputy General Manager-BD, 11th Floor Core 1, Scope Minar Near Nirman Vihar, Metro Station Laxmi Nagar Delhi- 1100092 Email:- rajesh_rod@itiltd.co.in Mob. 9868123587.
6. Technical bids will be opened at 23.05.2022 at 14:00Hrs.
7. Financial Bid opening will be done after the evaluation of Technical bid (Only for technically qualified bidders).
8. Bid should be valid for a period of 90 Days from the date of opening of EOI response. Conditional offers are liable for rejection.



9. 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.
10. The vendor to indemnify ITI 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 attributable to the partner shall be borne by the partner
11. The interested OEM/SI/ASP/BA may like to discuss the customer tender related information, EOI Bidding Conditions, Bidding Process and clarifications, if any with the Deputy General Manager – Business Development and obtain the complete tender document from customer website.
12. Consortium bids are not allowed.
13. Companies interested to associate with ITI Ltd for this project shall have specialization and experience in WhatsApp message Solution in any central govt./State Govt. Department/ Board/PSU . The details of the projects executed by the company shall be given in the EOI response.
14. ITI will not consider any or all of the bids if they are not meeting EOI requirements.
15. Bidders participating in the EOI have to agree to sign Integrity Pact on placement of order / contract.
16. Those bidders not willing to sign Integrity Pact will not be considered for bid opening.
17. Late offer: Any offer received after the prescribed timeline shall be rejected and shall be returned unopened to the Companies.
18. 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.
19. In the event that ITI is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the system integrator at latter's cost and expenditure.
20. 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.

21. 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.

22. 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, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI and/or any of its officers, employees.

23. ITI Limited have reserve to right to cancel the tender at any stage.

24. Accessibility of EOI Document: Complete Eoi document with terms and conditions is provided in the following websites

<http://www.itilttd-india.com>

www.tenderwizard.com/ITILIMITED

<http://eprocure.gov.in>

25. Instructions for online bid submission to bidders are given in section-I.



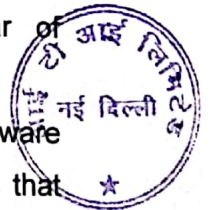
Undertakings (To be in Bidder's Letter Head)

M/s do here by undertake the following

1. are not blacklisted by Central Govt./ any State or UT Govt./ PSU/ organized sector in India to work with ITI as per this EOI and Customer Tender terms and conditions. Also, we agree to implement the project (scope of work as per Tender terms and conditions including investment) covering Warranty & post-warranty services, maintenance etc., in the event of ITI winning the contract on back-to- back basis.
2. to submit EMD in the form of bid security (Rs. 14Lakh) at the time of bid submission) and Performance Bank Guarantee (.....% of contract value) to customer/ITI (as decided by ITI) as per Customer.

Terms & Conditions:-

3. that we will be equipped with the required manpower with qualifications, certifications and experience as mentioned in the customer tender.
4. to get required certificate& support (warranty & post-warranty/maintenance) in the name of ITI from the OEM as per customer tender requirement.
5. to obtain relevant statutory licenses for operational activities.
6. to sign MoU/Teaming Agreement, Integrity Pact with ITI for addressing the customer tender as per customer's tender terms and conditions.
7. to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
8. to support the offered equipment for a minimum period of 5 years including warranty and AMC
9. to supply equipment/components which conform to the latest year of manufacture.
10. The bidder should give certificate stating 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.



Bidders Profile**Annexure-II**

1.	Name and address of the company				
2.	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site)				
3.	Area of business				
4.	Annual Turnover for 3 financial years(Rs in Cr)	2018-19	2019-20	2020-21	2021-22
5.	IT Turnover for 3 financial years(Rs in Cr)	2018-19	2019-20	2020-21	2021-22
6.	Date of Incorporation				
7.	GST Registration number				
8.	PAN Number				
9.	CIN Number, if applicable				
10.	Number of technical manpower in company's rolls				



Annexure-III

Compliance Statement

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



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 onday of 2022

BETWEEN:

ITI Limited, having its Registered & corporate office at ITI Bhavan, Dooravani Nagar, Bangalore – 560016 India, 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 include its successors and assigns) **ON THE ONE PART**
AND

M/s 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 enter into an MOU of partnering business opportunities of common interest and able to generate synergies in execution of such business for(name of the Stores / equipment / 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 EOI 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 EOI 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

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 EOI 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.

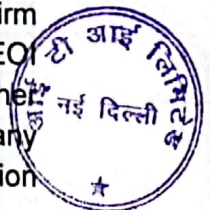
b. The Principal will, during the EOI process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the EOI process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/ additional information through which the bidder(s) could obtain an advantage in relation to the EOI process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons. 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 EOI 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 EOI 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 EOI 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) f 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.

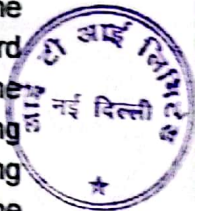
f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.

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 EOI PROCESS & EXCLUSION FROM FUTURE CONTRACTS

If the Bidder(s)/Contractor(s), during EOI 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 EOI process.

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 EOI/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.

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.

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.

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.

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.

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.

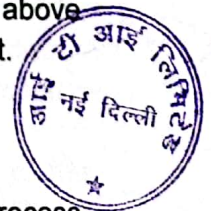
SECTION 4 – PREVIOUS TRANSGRESSION

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 EOI process.

If the Bidder(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the EOI 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

If the Principal has disqualified the Bidder(s)/Contractor(s) from the EOI 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.

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

The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.

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 EOI 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.

The Principal will disqualify from the EOI process all bidders who do not sign this Integrity Pact or violate its provisions.

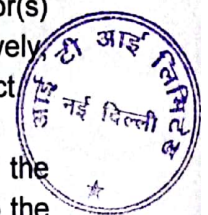
SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)/CONTRACTORS

7.1 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.

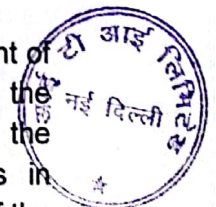
8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within to weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.

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.
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 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 extent law in force relating to any civil or criminal proceedings.

SECTION 11 – PACT DURATION

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.

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).

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

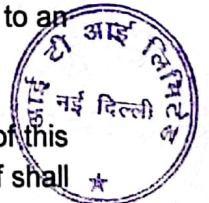
12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate office of the Principal at Bengaluru.

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.

12.5 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with interpretation thereof shall not be subject to any Arbitration.



12.6 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 date first done mentioned in the presence of the witnesses:

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

.....

Name Designation

Name Designation

Witness

1.

1.

2.

2.



SECTION - I

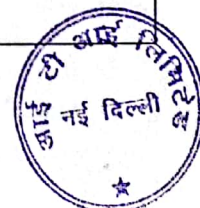
INSTRUCTIONS FOR ONLINE BID SUBMISSION TO BIDDERS

1.	Submission of Bids shall be only through online process which is mandatory for this Tender.
1.1	<p>Tender Bidding Methodology: Sealed Bid System</p> <p>Tender Type: Two bids i.e., Technical and Financial Bids shall be submitted by the bidder at the same time on the portal.</p>
1.2	Broad outlines of the activities from Bidders perspective:
1.2.1	Procure a Digital Signing Certificate (DSC)
1.2.2	Register on Electronic Tendering System® (ETS)
1.2.3	Create Users and assign roles on ETS
1.2.4	View Request for Proposal (Tender) on ETS
1.2.5	Download Official Copy of Tender Documents from ETS
1.2.6	Clarification to Tender Documents on ETS
1.2.7	Query to ITI LTD (Optional)
1.2.8	View response to queries posted by ITI LTD, as an addendum/corrigendum.
1.2.9	Bid Submission on ETS
1.2.10	Attend Public Online Tender Opening Event on ETS Opening of Technical/Financial Part
1.2.11	View Post-TOE Clarification posted by ITI LTD on ETS (Optional) Respond to ITI LTD's Post-TOE queries.
1.3	<p>For participating in this tender online, the following instructions need to be read carefully.</p> <p>These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.</p> <p>Note 1: It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. BOQ (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.</p> <p>Note 2:</p>
	While uploading the documents, it should be ensured that the file name should be the name of the document itself.
1.4	<p>Digital Certificates: For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC) of Class 3 or</p>

	above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].
1.5	Registration in e-procurement portal: Bidder has to Register first in https://www.tenderwizard.com/ITILIMITED and then Tender document can be downloaded from the web site: https://www.tenderwizard.com/ITILIMITED and bid has to be submitted in the e-format.
1.6	ITI LIMITED has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.
1.7	Special Note on Security of Bids: Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically, for Bid Submission, some security related aspects are outlined below: - As part of the Electronic Encrypt functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-phrase created by the server itself. The Pass phrase is more difficult to break. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a User organization for bid-encryption. Bid- encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender opening officers of the User organization and the personnel of e-tendering service provider.
1.8	Public Online Tender Opening Event (TOE): ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet. Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made



	<p>available for downloading by all participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.</p> <p>ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the User for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.</p> <p>ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.</p>
1.9	<p>Other Instructions:</p> <p>For further instructions, the vendor should visit the home page of the portal i.e. https://www.tenderwizard.com/ITILIMITED.</p> <p>Important Note:</p> <p>It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.</p>
1.10	<p>The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:</p>
1.10.1	<p>Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your tender submission deadline on ETS.</p>
1.10.2	<p>Register your organization on ETS well in advance of your tender submission deadline on ETS.</p>
1.10.3	<p>Get your organization's concerned executives trained on ETS well in advance of your tender submission deadline on ETS.</p>
1.10.4	<p>Submit your bids well in advance of tender submission deadline on ETS to avoid any unforeseen last-minute problems due to internet timeout, breakdown, etc. While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.</p>



1.11	Minimum Requirements at Bidders end: Computer System with good configuration and OS preferably supporting Windows, Word, Excel & PDF, High Speed Broadband connectivity, Internet Browser and Digital Certificate(s).
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NB: Since the work is to be executed for and on behalf of an end user, the need and exigencies of the user shall prevail upon all the covenants and all decisions shall be taken with the knowledge of such user. The user here being Indian army and the project being of national importance, a special care and preparation will be expected from the bidder.

