

**NOTICE INVITING EOI FOR EMPANELMENT OF
CHANNEL PARTNERS/SYSTEM INTEGRATORS FOR
CCTV SURVEILLANCE BUSINESS OPPORTUNITIES**

Ref: CORP/MKTG/CCTV/2022/27

Date: 09-01-2023



ITI LIMITED
Corporate Marketing,
F-100, 1st Floor,
Dooravaninagar, Bangalore-560016
CIN No: L32202KA1950GOI000640

Website: www.itiltd.in

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, Defense, Paramilitary forces, Railways, Banks, Central & State Govt departments, Institutions and research organizations like ISRO.

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 has diversified its operation and has been executing projects in the field of Smart Infrastructure (Smart Cities, Safe Cities, Smart Energy Meters, Smart Classrooms, Smart Poles etc), Bharatnet etc. ITI has been executing projects in latest technologies like GPON, OLT, ONT, OFC, HDPE etc.

ITI Limited would like to address the CCTV business opportunities from various Govt customers and invites sealed Expression of Interest (EOI) from eligible bidders as Channel Partner/ SI partner for addressing all the CCTV business opportunities. The empaneled bidders will be exclusive partners for addressing all the future CCTV tenders for a period of one year.

ITI is planning to select channel partners/SIs for CCTV projects in the following categories:

- Category 1- For handling CCTV projects of value up to Rs 10 Cr
- Category 2 - For handling CCTV projects of value > Rs 10 Cr and up to Rs 100 Cr
- Category 3 - For handling CCTV projects of value > Rs 100 Cr and up to Rs 150 Cr

For projects above 150 Cr, separate EOI will be floated on case to case basis.

2. Important Dates

Date of EOI Upload	09-01-2023
Due Date for EOI Submission	02-02-2023 4 PM
Technical Bid Opening	02-02-2023 4.30 PM
Pre-bid Meeting	19-01-2023 11 AM (The VC link will be shared to the interested bidders by email on request to the below mentioned email Id).Queries if any can be send to the ITI contact person mentioned in the EOI and clarification/ corrigendum, if any will be uploaded after pre-bid meeting
Bid security (EMD)	EMD as per customer tender requirement
ITI Contact Person	Chief Manager- Mktg, F-100, I Floor, East Wing, ITI Limited, Corporate Marketing, Dooravaninagar, Bengaluru– 560016, email: mmurali_crp@itiltd.co.in Mob: 9482501476

3. Scope of Work

The Scope of work includes Supply, Design, Installation, Testing and Commissioning of CCTV Surveillance Systems.

Major components of Surveillance system

- CCTV Cameras
- Local viewing and storage
- Local Area Network
- Network Monitoring System (NMS)
- Video Management System(VMS)
- Video Analytics
- Power backup (online UPS /Solar)
- Server Room
- Earthing
- Any other item required for the network
- I&C of entire network
- AMC
- O&M

Detailed scope of work is as per forthcoming customer CCTV tenders.

4(i)	Eligibility Criteria of Applicants	
	a	<u>Company Profile:</u> The Bidder shall be Company incorporated /registered in India under Companies Act 1956/2013/ proprietorship/ partnership firm/ Limited Liability Partnership (LLP).
	b	<u>Financial Capacity of bidder for category 1</u> (i) The Bidder shall have a Net Worth of Rs 45 Lakhs at the end of the last financial year i.e. FY2020-21 OR FY2021-22. (ii) The Bidder shall have a minimum Average Annual Turnover of Rs. 1.5 Crore (Rupees One Crore and Fifty Lakhs Only) for the 3 (three) financial years [FY2018-19, FY2019-20 & FY2020-21] OR [FY2019-20, FY2020-21 & FY2021-22]. <u>Financial Capacity of bidder for category 2</u> (i) The Bidder shall have a Net Worth of Rs 4.95 Cr at the end of the last financial year i.e. FY2020-21 OR FY2021-22. (ii) The Bidder shall have a minimum Average Annual Turnover of Rs. 16.5 Crore (Rupees Sixteen Crore and Fifty Lakhs Only) for the 3

		<p>(three) financial years [FY2018-19, FY2019-20 & FY2020-21] OR [FY2019-20, FY2020-21 & FY2021-22].</p> <p><u>Financial Capacity of bidder for category 3</u></p> <p>(i) The Bidder shall have a Net Worth of 11.25 Cr at the end of the last financial year i.e. FY2020-21 OR FY2021-22.</p> <p>(ii) The Bidder shall have a minimum Average Annual Turnover of Rs. 37.5 Crore (Rupees Thirty Seven Crore and Fifty Lakhs Only) for the 3 (three) financial years [FY2018-19, FY2019-20 & FY2020-21] OR [FY2019-20, FY2020-21 & FY2021-22].</p>
	c	<p>Projects Experience for category 1</p> <p>Satisfactorily completed (not less than 90% of contract value) as a prime contractor similar works during the past seven Financial years preceding the Bid Due Date, in any of the following:</p> <p>i. Three similar completed works costing not less than amount equal Rs. 2 Cr</p> <p>ii. Two similar completed works costing not less than amount equal to Rs. 2.5 Cr</p> <p>iii. One similar completed work costing not less than amount equal to Rs. 4 Cr</p> <p>In case a part of large project is commissioned and completed similar works costing shall not be less than amount equal to Rs 2 Cr or Rs 2.5 Cr or Rs 4 Cr (as required for condition given in (i), (ii) and (iii) above may also be qualified under above category)</p> <p>Projects Experience for category 2</p> <p>Satisfactorily completed (not less than 90% of contract value) as a prime contractor similar works during the past seven Financial years preceding the Bid Due Date, in any of the following:</p> <p>i. Three similar completed works costing not less than amount equal Rs. 22 Cr</p> <p>ii. Two similar completed works costing not less than amount equal to Rs. 27.5Cr</p> <p>iii. One similar completed work costing not less than amount equal to Rs. 44 Cr</p> <p>In case a part of large project is commissioned and completed similar</p>

		<p>works costing shall not be less than amount equal to Rs 22 Cr or Rs 27.5 Cr or Rs 44 Cr (as required for condition given in (i), (ii) and (iii) above may also be qualified under above category)</p> <p>Projects Experience for category 3 Satisfactorily completed (not less than 90% of contract value) as a prime contractor similar works during the past seven Financial years preceding the Bid Due Date, in any of the following:</p> <p>i. Three similar completed works costing not less than amount equal Rs. 50 Cr ii. Two similar completed works costing not less than amount equal to Rs. 62.5 Cr iii. One similar completed work costing not less than amount equal to Rs. 100 Cr</p> <p>In case a part of large project is commissioned and completed similar works costing shall not be less than amount equal to Rs 50 Cr or Rs 62.5 Cr or Rs 100 Cr (as required for condition given in (i), (ii) and (iii) above may also be qualified under above category)</p> <p>Note: The similar work constitutes experience in implementation of CCTV Surveillance solution for Govt. Customer.</p>
	d	<p>Key Certifications: Bidder should have the following certification: ISO 9001:2015 / 2018</p>
	e	<p>Undertaking for willingness to work with ITI exclusively on a back-to-back basis as per this EOI/customer tender terms and conditions.</p>
	f	<p><u>Blacklisting</u> Bidder shall submit self-declaration(s) that they not blacklisted by the Central/ any other States/ Union Territories Government/ Quasi Govt/ Govt. undertaking or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade or for any other reasons as on date of issue of this tender. Undertaking in this regard to be submitted</p>
	g	<p>Undertaking expressing willingness to sign MOU with ITI</p>

	h	<p>Undertaking to submit EMD & PBG as per the customer Terms & Conditions. The selected bidder must submit both EMD & PBG in any future tenders which they are addressing with ITI. Where ITI is exempted from providing EMD & PBG or allowed to submit Corporate Guarantee in place of Bank Guarantee to customer, bidder has to provide EMD (while submitting the bid to the customer) & PBG to ITI as per customer tender terms.</p> <p>Note: ITI reserves the right to verify the genuineness of the BG with the bidders bank</p>
	i	<p>The Bidder to bring OEM for different equipment who meets the OEM eligibility criteria as per customer tender requirement. Undertaking in this regard to be submitted</p>
	j	<p>Bidder should undertake to comply all the tender requirements including technical specifications</p>
	k	<p>Bidder should submit write up on Implementation Plan and capability (technical and financial) on how the project will be executed by the bidder</p>
	l	<p>Bidder shall submit a list of Key technical personnel with the required domain experience who will be associated in this project.</p>
	m	<p>Bidder to have local office in the area of work OR undertaking to set up office in the area of work within 3 months of receiving order.</p>
	n	<p>Bidder should submit relevant copy of work order, completion certificate from client or CA certified copies to be submitted as a proof of receipt of payment and a self-certificate with proper contact detail of clients along with PO reference and amount supplied (Details of End User - Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.). The same should be issued by authorized signatory of bidder.</p> <p>Projects executed by bidder's group of companies shall not be considered. For completed project, satisfactory completion certificate need to be submitted. In case of ongoing works, the project completion status document from customer need to be submitted.</p> <p>ITI 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.</p> <p>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.</p>

	o	<p>The bidders shall indicate the category for which the bid is submitted.</p> <ul style="list-style-type: none"> • Category 1: Yes No • Category 2: Yes No • Category 3: Yes No
--	---	--

4(ii) Gen eral	Please provide compliance for the following clauses	Compliance Yes / No
1	ITI reserves the right to quote & supply ITI manufactured products (in full or partial quantity) if BOM of Tender/Project contains ITI manufactured products.	
2	ITI reserves the right to undertake the supplies up to 50% of the order quantity.	
3	ITI reserves the right to undertake services likes installation and commissioning activities, Annual Maintenance Contract (AMC) etc. up to 50%	
4	<i>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. (Not Applicable for this EOI)</i>	
5	All activities like Proof of concept/demo on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of bidders	
6	Bidder should be willing to impart required training to ITI engineers for undertaking services & execution of project	
7	Bidder will be responsible for any shortcoming in the BOM and the same should be rectified free of cost	
8	<i>Bidder should be willing to provide ToT for manufacture of offered products in ITI if the bidder is an OEM. Bidder/OEM shall give an undertaking for doing contract manufacturing of their proposed product at ITI manufacturing plant.</i>	
9	Bidder should be willing to sign an exclusive agreement with ITI for smooth execution of the project	
10	All commercial terms will be as per the customer Tender/PO.	

11	<p>Earnest Money Deposit (EMD) / Bid Security required for submitting the bid will be borne by the selected bidder.</p> <ul style="list-style-type: none"> • EMD shall not carry interest • EMD to remain valid for a period of forty five days beyond the final bid validity period as per customer tender 	
12	<p>Performance Bank Guarantee: PBG as per the customer Terms & Conditions or 3% of PO value (as per Govt. guidelines upto March 2023)</p> <ul style="list-style-type: none"> • PBG to be submitted by successful bidder awarded the PO for an amount of 10% of PO value to ensure due performance • PBG shall be valid till 6 months after the completion of warranty obligations with a claim period of 12 months from the date of expiry of BG • If the PBG validity is going to expire before completion of project (ie; before obtaining NOC/Commissioning Certificate), it will be obligatory to vendor to extend the PBG validity period accordingly 	
13	<p>Delivery Schedule:</p> <ul style="list-style-type: none"> • Delivery Schedule as per the customer Tender/ PO on back to back basis • Period of execution shall be in line with the customer RFP • The project I&C will be considered as completed after obtaining NOC/Commissioning Certificate from the customer. Further Warranty/AMC shall be supported as per customer RFP. 	
14	<p>LD Clause: LD shall be as per ITI 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 supplier</i>) OR as per the customer PO/tenderclause whichever is higher.</p>	

15	<p>Payment Terms:</p> <p>a. Payment terms will be as per customer tender and will be done through an Escrow account on back-to-back basis.</p> <p>b. Payment to the vendor shall be done after deduction of all</p> <ul style="list-style-type: none"> i. LD/recoveries imposed by customer (if any) ii. ITI's margin <p>If there is any issue, vendor have to write to ITI with all the explanation & supporting documents.</p>	
16	<p>The bidder shall give an undertaking for the following:</p> <ul style="list-style-type: none"> a. To extend a fully back to back partnership (as per scope of work of EOI / Opportunity) exclusively with ITI for that project. b. To support ITI as a SI and bid in the RFP for CCTV of customer c. To support ITI for preparation of the tender, post bid clarifications, technical presentations and any other requirements as per tender. d. To make all arrangements and carry out Proof of Concept (PoC) at bidder's cost e. To submit Bid Security by the successful bidder i.e. after the selection of back to back partner for a particular tender, in the form of Bank Guarantee & PBG as decided by ITI on fully back to back basis. If the selected vendor does not submit the required Bid security to ITI before the customer tender due date, the partner will not be considered for the future tenders. f. The empaneled vendor, during submission of tender to customer, will be required to quote 3 MAF partners for each item, with ITI as one of the MAF partner, if ITI manufactures the same. After awarding the project to ITI, during implementation, the back to back partner shall give the first right of refusal to ITI for supply of items that are in the manufacturing range of ITI. g. To procure the items from ITI that are in the manufacturing range of ITI. 	
4(iii)	Checklist of documents/information to be submitted:	
	a.	Company Profile
	b.	Certificate of Incorporation as per clause a of 4(i)
	c.	Memorandum & Articles of Association
	d.	Audited financial statements for Three years [(2018-19, 2019-20 & 2020-21) OR (2019-20, 2020-21 & 2021-22) by CA as per clause b of 4(i)

e.	Auditors Net worth certificate as per clause b of 4(i)
f.	PO & Client certificate in this regard shall be submitted for proof of experience as per clause c of 4(i)
g.	Quality certificate as per clause d of 4(i)
h.	Undertaking as per clauses 4(i) e, f, g, h, i, j, k, l, m, n & o and 4(ii) 16 in company letter head
i.	GST Registration Certificate or valid exemption 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.	Pre-Contract Integrity Pact as per Annexure-IV a) "Bidders participating in the EOI have to agree to sign Integrity Pact on placement of order / contract" b) "Those bidders who are not willing to sign Integrity Pact will not be considered for bid opening"
r.	Brief technical literature of the offered equipment
s.	EOI documents along with corrigendum to be signed and stamped by the bidder as acceptance of all the terms and conditions and same to be submitted along with bid documents.

4(iv)	Financial Bid – Not required at this stage
	Will be asked separately for each CCTV tender from the empaneled list of vendors.

Special Conditions of EOI:

- a. Bidders selected for Category 3 will be eligible for all the tenders up to Rs 150 Cr estimated value of the RFP. Bidders selected for Category 2 will be eligible for all the tenders upto estimated tender value of Rs 100 Cr. Bidders selected for Category 1 will be eligible for all the tenders upto estimated tender value of Rs 10 Cr.
- b. The partner will be empaneled on exclusive basis, only to address all CCTV tenders for customer for a period valid upto 31.03.2024. If, 25 % of the tenders are won with the partnership of ITI and

selected Channel partner/SI on a mutually exclusive basis, then their empanelment will be extended by another 1 year.

- c. While addressing a particular tender, the empanelled partner will be required to quote 3 MAFs from 3 OEMs for each BoQ item with ITI as one of the MAF partner if ITI manufactures the same.
- d. After awarding the project to ITI, during implementation, the back to back partner shall give the first right of refusal to ITI for supply of items that are in the manufacturing range of ITI.
- e. No advance will be paid to the back-to-back partner, even though ITI is eligible to get advance from the customer being a front end bidder.
- f. Payment terms will be as per customer tender and will be done through an Escrow account on back-to-back basis.
- g. The selected SI, who has partnered with ITI for a particular tender/ project shall not partner with any other lead bidder for the same tender/project

Note:

1. The Bidding (For Technical Bid) would be subjected to an On-line / e-Tendering process. The prospective Bidders are requested to go through <https://itilimited.euniwizarde.com/> to understand the entire e-Tendering Process and follow the Registration and Bidding Process on <https://itilimited.euniwizarde.com/> as defined in the document. In case of any clarifications on e-tender portal, bidders may contact the portal helpdesk of <https://itilimited.euniwizarde.com/>.
2. The Technical Bid shall be uploaded in e-procurement site of ITI Limited (<https://itilimited.euniwizarde.com/>). For submission of online bid and procedure to be followed, visit <https://itilimited.euniwizarde.com/>.
3. 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 vendors have to register in our eProcurement portal (<https://itilimited.euniwizarde.com/>). When submitting the bid please state the tender ID.
4. Any clarifications regarding the tender can be obtained from Chief Manager- Mktg, F-100, I Floor, East Wing, ITI Limited, Corporate Marketing, Dooravaninagar, Bengaluru– 560016, email: mmurali_crp@itiltd.co.in, vrsakum_crp@itiltd.co.in, gsreenivasulu_crp@itiltd.co.in, jaya_crp@itiltd.co.in Mob: 9482501476
5. Technical bids will be opened at **4.30 PM on 02-02-2023**
6. Financial Bid will be invited only from empaneled vendors against customer RFP. SI will be selected on the highest margin offered to ITI
7. Bid should be valid for a period of 180 Days from the date of opening of EOI response.
8. 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. Payment to the successful bidder shall be made after deducting the offered margin and the statutory taxes payable to the Govt (Penalties if any levied by the customer will be passed on to the Successful bidder), only after the receipt of payment from the customer.
11. Margin offered should be firm throughout the contract irrespective of reason, what so ever, including the exchange rate fluctuation.

12. Confidentiality

- All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Procuring Entity to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract are confidential.
- If advised by the Procuring Entity, all copies of such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

13. Transparency

All procuring authorities 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, equal opportunities in processes.

14. **Fall Clause:** Fall clause is a price safety mechanism in rate contracts. The fall clause provides that if the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods or services following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly.

The provisions of fall clause will however not apply to the following:

- i. Export/Deemed Export by the supplier;
- ii. Sale of goods or services as original equipment prices lower than the price charged for normal replacement;
- iii. Sale of goods such as drugs, which have expiry date;
- iv. Sale of goods or services at lower price on or after the date of completion of sale/placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the

Central or State Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodies.

15. **Price Variation**

A suitable price variation formula should also be followed as per customer tender documents, to calculate the price variation between the base level and scheduled delivery date.

16. **Risk Purchase**

If the vendor fails to adhere to the quality norms, delivery schedules and other terms and conditions contained in this *Tender* after acceptance of purchase order and if no agreement is reached on the revised delivery schedule maximum up to 15 Business Days, then buyer shall have the liberty to procure the material from an alternate source at the Vendor's risk and cost, and the Vendor shall be liable to make good the loss incurred by Buyer in this process

17. **Indemnity:** 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

18. All terms and conditions of the customer tender/PO will be applicable to the vendor on back to back basis without affecting the margin of ITI

19. **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 contractor 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.
- 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 and future blacklisting of the contractor.

20. **Set Off:** Any Sum of money due and payable to the supplier under this contract may be appropriated by the purchaser or any other person contracting through the ITI and set off the same against any claim of the purchaser for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the purchaser.
21. The interested SI may like to discuss the customer tender related information, EOI Bidding Conditions, Bidding Process and clarifications, if any with the Chief Manager – Marketing and obtain the complete tender document from customer website.
22. Consortium bids are not allowed.
23. Companies interested to associate with ITI Ltd for this project shall have specialization and experience in Supply, Installation and maintenance of CCTV projects. The details of the projects executed by the company shall be given in the EOI response.
24. ITI will not consider any or all of the bids if they are not meeting EOI requirements.
25. The EOI will be cancelled by ITI at any point of time without assigning any reason
26. Bidders participating in the EOI have to agree to sign Integrity Pact on placement of order / contract.
27. Those bidders not willing to sign Integrity Pact will not be considered for bid opening.
28. **Intellectual Property Rights:**
- All deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the contractor under this contract shall become and remain the property of the procuring entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without: the procuring entity's prior written consent.
 - The contractor shall, not later than upon termination or expiration of this contract, deliver all such documents and software to the procuring entity, together with a detailed inventory thereof.
 - The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.
29. **Late offer:** Any offer received after the prescribed timeline shall be rejected and shall be returned unopened to the Companies.
30. **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.

31. 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.
32. **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.
33. **Purchaser's Right to accept any bid and to reject any or All Bids or to cancel the EOI:** ITI Limited 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 purchaser's action.
34. **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.
35. **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.
36. **Accessibility of EOI Document:** Complete EoI document with terms and conditions is provided in the following websites
- (i) <http://www.itiltd.in>
 - (ii) <https://itilimited.euniwizarde.com>
 - (iii) <http://eprocure.gov.in>

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
2. 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.
3. to submit EMD in the form of bid security and Performance Bank Guarantee to customer/ITI (as decided by ITI) as per Customer Tender terms & conditions.
4. that we will be equipped with the required manpower with qualifications, certifications and experience as mentioned in the customer tender.
5. to get required certificate& support (warranty & post-warranty/maintenance) in the name of ITI from the OEM as per customer tender requirement.
6. to obtain relevant statutory licenses for operational activities.
7. to sign MoU/Teaming Agreement, Integrity Pact with ITI for addressing the customer tender as per customer's tender terms and conditions.
8. to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
9. to support the offered equipment for a minimum period of 7 years including warranty and AMC
10. to supply equipment/components which conform to the latest year of manufacture.
11. 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

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.	Net Worth	as on 31.03.2021		as on 31.03.2022	
7.	Date of Incorporation				
8.	GST Registration number				
9.	PAN Number				
10.	CIN Number, if applicable				
11.	Number of technical manpower in company's rolls				
12.	The bidders shall indicate the category for which the bid is submitted. <ul style="list-style-type: none"> • Category 1: • Category 2: • Category 3: 	Yes / No Yes / No Yes / No			

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 2023

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 byChief 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 be 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

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 EOI process.

4.2 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

5.1 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 equivalent 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 liquidated 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 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.

6.3 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 subcontractor/ 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.

Details of IEM appointed by IT1 are as under:

Shri Javeed Ahmad, IPS(Retd.)
M-1101, Shalimar Gallant Apartment
Vigyanpuri, Mahanagar, Lucknow-226006

8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.

8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

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

8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

SECTION 9 - FACILITATION OF INVESTIGATION

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

SECTION 10 - LAW AND JURISDICTION

10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall the seat of the Principal.

10.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the 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.

12.3 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.

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

In witness whereof the parties have signed and executed this 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.

2.

1.

2.