



**Notice Inviting Expression**  
**of**  
**Interest for Selection of Backend Partner**  
**For**  
**Installation, Configuration, Implementation and testing of cloud solution at DC & DR**

EOI No. ITI/RODEL/2K22/ DCRT

Date of Issue: 29.11.2022

**Issued by: AGM (M & P)- MSP Delhi**

**ITI Limited**  
(A Govt. of India Enterprise)  
ITI Limited, MSP-Delhi Core-1 Floor-11  
Scope Minar Laxmi Nagar, New Delhi-110092  
**Telephone no.: +91 (11) 22050998**  
**website: <https://www.itild.in/>**  
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## Table of Content

S No	Description	Page No.
1	Section-I General Information	3
2	Section-II Technical	5
3	Section-III Bid Evaluation Methodology	11
4	Section-IV Special Terms and Conditions	12
5	Annexure- I Undertaking from Bidder	14
6	Annexure-II Bidder Profile	16
7	Annexure-III Compliance Sheet	17
8	Annexure-IV Pre Contract Integrity Pact	18
9	Annexure-V Manufacturer Authorisation Certificate	31

**ITI Limited**  
**MSP-DelhiCore-1 Floor-11**  
Scope Minar Laxmi Nagar, New Delhi-110092

**Section-I**  
**“General Information”**

**1.1 General:**

ITI has diversified into new areas of manufacturing and services in the domain of IT, Telecom, IoT and Smart city for various Government / Private customers. ITI limited is addressing the tender for selection of Back End Partner for **Installation, Configuration, Implementation and testing of cloud solution at DC & DR**

In this connection ITI limited, invites sealed EOI from eligible bidders as Master System Integrator for addressing the tender for Selection of Backend Partner for Installation, Configuration, Implementation and testing of cloud solution at DC & DR.

The selected vendor needs to work with ITI on complete back to back basis for addressing and implementing the project as per the scope of the work.

Submission of Online Bids is mandatory for this EOI. Prospective bidders need to submit their bids with the most competitive Techno-commercial offer for the aforesaid work.

**1.2 Important Information for the EOI**

<b>Tender Publishing Date</b>	29.11.2022
<b>Tender Submission Date</b>	09.12.2022; 01:00 p.m.
<b>Tender Technical Opening Date</b>	09.12.2022; 02:00 p.m.
<b>Tender Type</b>	Limited (For Empaneled Vendors Only)
<b>Tender Fees</b>	Rs. 8,370.00/- (Indian Rupees Eight Three Thousand Seventy Only)
<b>EMD (Earnest Money Deposit)</b>	Rs. 20,00,000.00/- (Indian Rupees Twenty Lakh Only)
<b>Instrument of EMD/ Tender Fees</b>	RTGS to below mentioned Account Details: i. Online RTGS/ NEFT ii. Bank: Bank of Baroda, KG Marg iii. MICR: 110012021 iv. IFSC: BARBOCURZON v. Acc. No.: 06230500000010

**1.3 Availability of the EOI**

- I. <https://itilimited.euniwizarde.com>.
- II. <https://eprocure.gov.in/epublish/app;page=FrontEndParticipatingSites&service=page>
- III. <https://tenders.itild.in/>

**Corrigendum: Any corrigendum/addendum/errata in respect of the above tender shall be made available at our official website [www.itild.in](http://www.itild.in). / CPPP or <https://itilimited.euniwizarde.com>. No further press advertisements will be given. Hence, all bidders are advised to check the ITI Ltd website regularly**

**1.4 You may contact if any queries, details given below.**

AGM (Marketing & Purchase)

Telefax: +91 (11) 22050998

<https://www.itild.in>

Helpdesk:

1. Prashant Kumar, CM-NT; +91-99100-48364 e-mail: [prashant\\_rodell@itild.co.in](mailto:prashant_rodell@itild.co.in)

## Section-II “Technical”

### 2.1. Technical

2.1.1	Description of the work	Installation, Configuration, Implementation and testing of cloud solution at DC & DR Against tender Ref: RAILTEL/TENDER/OT/CO/ITP/2022-23/DC/DR Cloud Solution/001 dated 17.11.2022  Link for end customer tender: <a href="https://railtel.enivida.com/">https://railtel.enivida.com/</a>
2.1.2	Performance Security/Security Deposit	Back to back basis  The successful bidder has to furnish security deposit in the form of Performance Bank guarantee @ 3% of issued PO/ LOA value, the same should be submitted within 30 days of issue of LOA/PO, failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO. This PBG should be from a Scheduled Bank and should cover warranty period plus four months for lodging the claim. The performance Bank Guarantee will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract. The claim period for submitted PBG should be one year from the date of expiry.  <b>A standing Performance Bank Guarantee of Rs. 05 lakh for due fulfillment of the rate contract with validity of four months beyond contract period will be submitted by the tenderer within 30 days of issue of LOA for Rate Contract</b>
2.1.3	Tender/Eoi Value (Estimated)	10 Crs (Approx)
2.1.4	Tender Fees	Rs. 5,310.00/-  (Indian Rupees Five Thousand Three Hundred Ten Only)

2.1.5	EMD (Earnest Money Deposit)	Rs. 20,00,000.00/- (Indian Rupees Twenty Lakh Only)
2.1.6	EMD VALIDITY	<b>120 days</b>
2.1.7	Maintenance Period	As per end customer

**Note:**

## Purchaser's Right to Vary Quantities

(A) Upto maximum extent of +/- 50% subject to following condition

i. Upto +25% with no rebate.

ii. From +25% to +40% with 2% rebate

iii. From +40% to +50% with 4% rebate

For variation beyond +50% of the quantity mentioned in the SOR may be done after proper negotiation with the selected bidder.

Rate Contract- Up to a maximum extent of 50% of the contract value of SOR

2.2 The Bidders (For both Technical and Financial Part of the Bid) would be subjected to an Online / e-Tendering process. The prospective Bidders are requested to go through <https://itilimited.euniwizarde.com>. to ensure the entire e-Tendering Process and follow the Registration and Bidding Process on <https://itilimited.euniwizarde.com>.

The Technical Bid and financial 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>

All prospective Bidders have to register in our e-procurement portal

(<https://itilimited.euniwizarde.com>)

2.3 ITI Ltd, MSP-DELHI reserves the right to accept or reject in part or full, any or all the applications for this tender without assigning any reason.

## 2.4 Pre-Qualification Criteria

**Note: Bidder should review all the below clauses and compliance to be indicated YES / NO (in letter head) or else bid liable for rejection.**

S. No.	Documents required	Documentary Evidence	Compliance YES / NO	Page No.
1	Name of the Organization (Company/Partnership firm/Proprietorship concern, etc.)	Board Resolution Certificate, COI		

a	Proof of Empanelment	Teaming Agreement		
b	The Backend partner shall be Company incorporated /registered in India under Companies Act 1956/2013/ proprietorship/ partnership firm/ Limited Liability Partnership (LLP).	COI		
c	GST Certificate, PAN Card	Relevant Documents		
d	The bidder should have received a minimum cumulative contract amount of Rs. 6 Cr. from the operations in the last three financial years plus current year up to the date of opening of tender.	Audited Balance Sheet & CA Certificate		
e	<p>The tenderer must have successfully completed any of the following during last 05 (five) years, ending last day of month previous to the one in which EOI is published:</p> <p>Three similar works each costing not less than the amount Rs. 2.5 Cr.</p> <p style="text-align: center;"><b>OR</b></p> <p>Two similar works each costing not less than the amount Rs. 3.5 Cr.</p> <p style="text-align: center;"><b>OR</b></p> <p>One similar works each costing not less than the amount Rs. 6.0 Cr.</p> <p><b>Similar Work: Projects of Supply and installation of Data Center Hardware/Software items.</b></p> <p><b>Completion of work should fall in the above period. The bidder shall also furnish work completion/ substantial work completion certificate issued by customer/s for the Purchase Orders/ Work Orders. Substantial completion shall be 80% (value wise) or more works completed under the contract.</b></p>	Work Orders along with completion certificate issued by the customer		
f	The Bidder should not have been black-listed currently by Central Govt./State Govt./CPSU/any reputed Telecom service provider in India or anywhere globally by Government for the supply of material / security reasons	Undertaking on bidder letter head		
g	The bidder shall ensure that the Intellectual Property Rights of Hardware and Source Code of Software supplied under this project must not reside in any Country that shares a Land Border with India.	Undertaking		

h	The Backend partner should undertake the all clause by clause compliance of the end customer tender terms & conditions, technical compliance on company letter head.	Relevant Document		
i	The Backend partner should submit MAF on ITI LIMITED from the eligible OEM as per the end customer requirement.	Relevant Document		
j	Bids received without Tender Fees and EMD the bid will be rejected as the work is fully back to back.	Proof of Payment		
2	Certificate reference of registration (Copy to be enclosed).	Relevant Document		
3	Date of Incorporation/Registration.	Relevant Document		
A	Memorandum and Articles of Association/partnership deed (Copy to be enclosed)	Relevant Document		
B	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX,E- mail and Web site address.	Relevant Document		
4	Nature/type of work for which firm is registered.	Relevant Document		
5	GST Registration no. (please enclose the certificate copy)	Relevant Document		
6	PAN No. with IT returns (Please enclose the certificate copy).	Relevant Document		
7	Annual turnover for last 3 Financial Years	Relevant Document		
	a) Year... (value to be indicated)			
	b) Year (value to be indicated)			
	c) Year (value to be indicated)			
8	Annual Profit For last 3 financial Years for Audited accounts.			
	a) Year (value to be indicated)			
	b) Year (value to be indicated)			
	c) Year (value to be indicated)			
9	Net worth as per audited accounts for last financial year in Lakhs. (Should have positive) (Issued by CA)	CA Certificate		
10	Solvency certificate issued during the last six months (copy to be submitted)	CA Certificate		
11	Past experience of handling projects/similar works(Business category – wise Please enclose the Copies of PO's completion/appreciation letters)	Relevant Document		
a	Amount and details of PO's received.	Relevant Document		



b	Amount and details of PO Executed/completed along with completion certificates.	Relevant Document		
c	Previous experience with ITI Limited if any.	Relevant Document		
12	Acceptance for submitting: Tender cost, Transaction , EMD PBG/SD, Corpus fund (Selected bidder will be asked to submit the PBG/SD at the time LOA/LOI).	Relevant Document		
13	Acceptance for all technical, payment and other Tender terms and conditions including SD/PBG of end customer on fully back-to-back basis for both EOI and customer tender			
14	WARRANTY: Back-to-back as per terms and conditions of the end customer.			
15	After submitting the offer to ITI Limited, if ITI Limited stood L1 and Backend partner refuse to execute the project the EMD will be forfeited & work will be executed at the risk and cost of Backend partner After issuing the LOA/ PO if Backend partner failed to submit the SD/PBG within stipulated time specified in LOA, LOA will be deemed as cancelled and the work will be executed at the risk and cost of the Backend partner and EMD will be forfeited. IF the Backend partner failed to execute the project even after submission of SD/PBG, the project will be executed by ITI Limited at the risk and cost of Backend partner and SD/PBG, EMD will be forfeited. LD/Penalty: ITI Limited will have the full right to impose LD/Penalty on Backend partner/Bidder if the performance of Backend partner/Bidder is not satisfactory, irrespective of end customer terms and conditions.			
16	Acceptance of validity of the quote as per the Terms and conditions of the RFP/Tender of the end customer.			
17	Any tax payment, which cannot be passed on to Backend partner as per back-to-back terms, will be paid by ITI Limited to Backend partner, as and when the same will be received by ITI Limited from end customer.			
18	Backend partner/Bidder should Indemnify the entire PO value of end customer, if awarded on them.			
19	The bidder should not be blacklisted by any Central /State Government Department or Central/State Public Sector Units (PSUs) in India as on submission of EOI proposal. (Self-Certification for Non-Block-listing as per the Eligibility may be submitted.			

20	Backend partner has to submit Notarized Power of Attorney for Signing the EOI document and Board resolution for the same.			
21	Proof of concept (POC), Technical Demonstration/Presentations to be arranged by the selected Bidder/Backend partner as per the end customer.			
22	Backend partner should have strategic partnership with OEM to ensure in time supply of materials. To provide undertaking for support warranty and Post warranty maintenance (documentary proof should be enclosed).			
23	Backend partner/Bidder should submit the undertaking for OEM qualification criteria as per end customer.			
24	Backend partners should be ready to submit the techno/commercial compliance and Price Bid of end customer asap after intimation to them. (If Required)			
25	Please mention the corporate empanelment ref. No and enclose the copy of the same			
26	All Annexures as per customer requirement.			
27	Duly Signed EOI and Tender Document of End Customer with all Corrigendum			
28	Unpriced BOM			
29	Pre-Contract Integrity Pact as per Annexure 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"			
30	Data Sheets, Technical Literature and Undertakings from OEMs			

## Section-III

### “Bid Evaluation Methodology”

#### 3.1 Price and Margin Bid Format:

A= Submit Lumpsum / Itemized (BOQ) details for supply and service items as per Schedule of Requirements (SoR) and Scope of Work (SoW) in INR (without Taxes)

B= Quote margin to ITI (percentage of A)

C= Absolute value of Margin =  $A*B/100$

D= Overall Quoted price = (A-C)

#### 3.2 Financial Bid Evaluation

1. The bid having least “D” will be considered as L1.

2. The bid having higher value of ‘B’ will be selected, in case of tied D

Note:

SoR & SoW as per customer Tender.

## Section-IV “Special Terms and Conditions”

1. **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.**
2. **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.**
3. The Technical Bid and financial 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>
4. Any clarifications regarding the tender can be obtained from **Shri Prashant Kumar, Chief Manager**  
**Contact: +91-99100-48364**
5. Technical bids will be opened at **09.12.2022; 02:00 p.m.**
6. Financial Bid opening will be done after the evaluation of Technical bid (Only for technically qualified bidders).
7. Bid should be valid for a period of 120 days from the date of opening of Tender. Conditional offers are liable for rejection.
8. The Bidders should give Clause by clause compliance (as per annexure) of RFP with references to supporting documents; otherwise the offers are liable for rejection.
9. Payment to the successful bidder shall be made on Back to Back Basis 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. No advance will be paid.
10. Margin offered should be firm throughout the contract irrespective of reason, what so ever, including the exchange rate fluctuation.
11. 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

12. Consortium not allowed to ensure complete end to end solution as per the scope of Tender.
13. **Late offer:** Any offer received after the prescribed timeline shall be rejected and shall be returned unopened to the Companies.
14. **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.
15. 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.
16. Price negotiation will be permitted downwards only and ITI profit margin negotiation will be upwards only.
17. **Cost of RFP:** The bidder shall bear all costs associated with the preparation and submission of his offer against this RFP, 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 RFP process.
18. **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.
19. ITI reserves the right to change/ modify or cancel the RFP without stating any reason to anyone.

**Annexure-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 online/BG) towards bid security and Performance Bank Guarantee (..... % of contract value) to customer/ITI (as decided by ITI) as per Customer Tender terms & conditions.
- 3.
3. that we will be equipped with the required manpower with qualifications, certifications and experiences 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.

**Annexure-II****Bidders Profile**

1.	Name and address of the company			
2.	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site)			
3.	Area of business			
4.	Annual Turnover for 3 financial years (Rs in Cr)	2019-20	2020-21	2021-22
5.	IT Turnover for 3 financial years (Rs in Cr)	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 Reference Documentary



**Annexure –IV**

**PRE-CONTRACT INTEGRITY PACT**

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

EOI No.....

This Integrity Pact is made on .....day of

2022BETWEEN:

ITI Limited, .....having its Registered & corporate office at ITI Bhavan, Dooravaninagar, 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 person 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 Act or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

#### SECTION 2 – COMMITMENTS OF THE BIDDER / CONTRACTOR

2.1 The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the 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 on to 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 (SI/ 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 equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.

5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

#### SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

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

6.2 The Bidder(s)/Contractor(s) undertakes to get this Pact signed by its subcontractor(s)/sub- vendor(s)/ associate(s), if any, and to submit the same to the Principal along with the 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 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.

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 be the seat of the Principal.

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

Nam

e Designation Witness



EOI No.: ITI/RODEL/2K22/DCRT

Date: 29.11.2022

1. ....

1. ....

2. ....

2. ....



Annexure-V

**Performa for Manufacturer Authorisation Form**

.....  
.....  
.....

**Subject: Manufacturer Authorisation form (MAF) to M/s ..... for .....**

**Ref: Tender No.....dated.....**

Dear Sir,

We, M/s....., are established and reputed manufacturer and service provider of

.....(Product details), having our registered office at

.....

We hereby authorise M/s ITI Limited, Office 201-202 Rohit House, 3-Tolostoy Marg, New Delhi-110001 to participate in bid and subsequently upon award of the bid to execute the supply and Installation & Commissioning of our range of products against your above said bid.

We further extend our warranty for ..... years for our range of products offered by M/s ITI Limited against the above-said bid.

Thanking you, Best regards,

Authorised Signatory