



आईटीआई लिमिटेड/ITI LIMITED
क्षेत्रीय कार्यालय/REGIONAL OFFICE
हैदराबाद/HYDERABAD
EOI/2021-22/05

संदर्भ/Ref: ITI/MSP-HYD/RAILTELCR/2021-22/05

Dt.15.06.2021

आईटीआई लिमिटेड, एक केंद्रीय सरकार IT & Communications मंत्रालय के तहत PSU दो (2) सील किए गए EOI को तकनीकी वाणिज्यिक बोलियों और Empanelled Partners (ITiSP) की वित्तीय बोलियों के लिए सीलबंद कवरों में आमंत्रित करता है, जिन्हें हमारे कॉर्पोरेट EOI के माध्यम से चुना गया है Ref: ITI / CORP-CM-ITiSP दिनांकित: 01.06. 2020. रुचि रखने वाले विक्रेताओं को जिन्हें हमारी वेबसाइट "www.itiltd.in" के माध्यम से सूचीबद्ध करने की आवश्यकता नहीं है।

कार्य का दायरा:"आईटीआई लिमिटेड ग्राहक में से एक में ओएफसी आधारित संचार नेटवर्क के लिए डीडब्ल्यूडीएम और एमडीडब्ल्यूडीएम प्रणाली के डिजाइन, आपूर्ति, स्थापना, परीक्षण, कमीशन और एएमसी है।

ITI LIMITED, a Central Govt. PSU under the Ministry of IT & Communications invites sealed EOI in two (2) sealed covers for techno commercial bids and financial bids from Empanelled Partners (ITiSP) who are selected through our Corporate EOI vide Ref: ITI/CORP-CM-ITiSP Dated: 01.06. 2020. The interested vendors who are not empanelled are required to get empanelled through our website "www.itiltd.in".

The scope of work is "Design, Supply, Installation, Testing, Commissioning & AMC of DWDM and MDWDM system for the OFC based Communication Network at one of ITI Limited Customer.

- EOI @ हैदराबाद जमा करने की अंतिम तिथि 21-06-2021 @ 15.00 घंटे.
Last date for submission of bids against this EOI: @ ITI LIMITED, Hyderabad. 21.06.2021 @ 15.00 Hrs
- EOI का उद्घाटन 21.06.2021 को @ 15.30 घंटे पर है।
Opening of EOI @ ITI LIMITED Hyderabad 21.06.2021 @ 15.30 Hrs
- बयाना राशि/Earnest Money Deposit: Rs. 35.3 Lakhs.
- पीबीजी /Performance Bank Guarantee: 3% of PO/WO Value.
- सुरक्षा जमाराशि/ Security Deposit: As per Tender Document.
- निविदा दस्तावेज लागत/ Tender document Cost: Rs. 11,800.00.
- निविदा मूल्य/ Tender Value (Advertised): Rs. 64.15 Crores.
- ऑफर की वैधता/ Validity of Offer:150 days. (Customer's validity is 120 days).
- समापन की अवधि/ Completion period: 180 days from the date of LOA/LOI

- j. गारंटी/Warranty: 3 years from the date of provisional acceptance certificate issued.
- k. AMC: 5 years from the date of completion of warranty.

The EOI should be addressed to The Dy. General Manager, ITI Limited, Regional Office, # .301, 3rd Floor, Babukhan Estate, Basheerbagh, Hyderabad-500 001. Phone: 040-23262575, 23262555. After evaluation of EOI, the eligible Empanelled Partner (ITiSP) will be called for further Techno- Commercial discussion for above scope of work. Finally selected Empanelled Partner (ITiSP) will be asked to submit EMD and Tender Cost.

Eligibility Criteria:

Experience in 1. Design, Supply, Installation, Testing, Commissioning & AMC of DWDM and MDWDM system for the OFC based Communication Network in last seven years. 2. The Tenderer/Bidder should be an original manufacturer (OEM) or authorized representative of OEM specifically authorized by OEM for bidding in this tender.

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

Sl. No.	Ref No:	Date:	
		Compliance	Page No.
1	Name of the Organization (Company/Partnership firm/Proprietorship concern, etc.)		
2	Certificate reference of registration (Copy to be enclosed).		
3	Date of Incorporation/Registration.		
A	<i>Memorandum and Articles of Association/partnership deed (Copy to be enclosed)</i>		
B	<i>Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site address.</i>		
4	Nature/type of work for which firm is registered.		
5	GST Registration no. (please enclose the certificate copy)		
6	PAN No. with IT returns (Please enclose the certificate copy).		
7	Annual turnover for last 3 Financial Years As per audited accounts.		
	a) Year.....		
	b) Year		
	c) Year		
8	Annual Profit For last 3 financial Years for Audited accounts.		
	a) Year		
	b) Year		
	c) Year		
9	Net worth as per audited accounts for last financial year in Lakhs. (Should have positive) (Issued by CA)		
10	Solvency certificate issued during the last six months		

	(copy to be submitted)		
11	Past experience of handling projects/similar works (Business category –wise Please enclose the Copies of PO’s completion/appreciation letters..		
12	Amount and details of PO’s received.		
13	Amount and details of PO Executed/completed along with completion certificates.		
14	Previous experience with ITI Limited if any.		
15	Product/Project wise business projection for the next two years with value.		
16	Acceptance for submitting: A. Tender cost, Transaction Fee, EMD (selected bidder will be asked to submit the Tender cost, Transaction Fee, EMD). B. PBG/SD, Corpus fund (Selected bidder will be asked to submit the PBG/SD at the time LOA/LOI).		
17	Acceptance for all technical, payment and other Tender terms and conditions of end customer on fully back-to-back basis.		
18	Additional credit period to ITI Limited if any, from the date of payment received from customer.		
19	Man power details:		
	a) Technical (Require to submit manpower details as per EOI).		
	b) Non technical – (Require to submit manpower details as per EOI).		
20	I. Supply: ITI reserves the right to take up 50% of supply portion of work. II. Installation & Commissioning: a. ITI reserves the right to take up the 50% of work on its own which will be decided at the time of contract agreement/PO on bidder and Margin shared to ITI Limited will be on balance 50% portion of the proportionate work only. b. Accepting of testing and commissioning will be back-to-back basis. III. AMC Services: a. ITI Products: AMC will be done by ITI Limited b. Non ITI Products: ITI Limited reserves the right to take up the 50% portion of work on its own which will be decided at the time of contract agreement/PO on bidder and ITI Limited margin will be shared on balance 50% portion of the proportionate work only.		

	<p>IV. AMC Materials: a. Rates to be arranged from OEM by ITiSP 's</p> <p>V. WARRANTY: Back-to-back as per terms and conditions of the end customer.</p>		
21	<p>A. After submitting the offer to ITI Limited, if ITI Limited stood L1 and ITiSP refuse to execute the project the EMD will be forfeited & work will be executed at the risk and cost of ITiSP</p> <p>B. After issuing the LOA if ITiSP 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 ITiSP and EMD will be forfeited.</p> <p>C. If the ITiSP 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 ITiSP and SD/PBG, EMD will be forfeited.</p> <p>D. LD/Penalty: ITI Limited will have the full right to impose LD/Penalty on ITiSP/Bidder if the performance of ITiSP/Bidder is not satisfactory, irrespective of end customer terms and conditions.</p>		
22	Acceptance of validity of the quote as per the Terms and conditions of the RFP/Tender of the end customer.		
23	Any tax payment, which cannot be passed on to ITiSP as per back-to-back terms, will be paid by ITI Limited to ITiSP, as and when the same will be received by ITI Limited from end customer.		
24	ITiSP/Bidder should Indemnify the entire PO value of end customer, if awarded on them.		
25	ITiSP/Bidder should have office at Hyderabad.		
26	<i>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. (Annexure - B)</i>		
27	After awarding LOA while executing the project, if any advance payment received by ITI Limited from end customer, same can be released to ITiSP/Bidder against 110% of Bank Guarantee.		
28	ITiSP has to submit Notarized Power of Attorney for Signing the EOI document and Board resolution for the same.		
29	Proof of concept (POC), Technical demonstration/Presentations to be arranged by the selected Bidder/ITiSP as per the end customer.		

30	a. ITiSP should have strategic partnership with OEM to ensure in time supply of materials. b. <i>To provide undertaking for support warranty and Post warranty maintenance (documentary proof should be enclosed).</i>		
31	ITiSP/Bidder should submit the undertaking for OEM qualification criteria as per end customer.		
32	ITiSP 's should be ready to submit the techno/commercial compliance and Price Bid of end customer within one day of intimation to them.		
33	Sub contract of the contracted works in any form will not be allowed.		

Annexure-I

Undertakings (To be on Bidder's Letter Head)

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

1. 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 tender fee, EMD (while submitting the bid to the customer) towards bid security (Bank Guarantee / Demand Draft/Online Payment from any Nationalized / Scheduled Bank) & Performance Bank Guarantee to customer / ITI (as decided by ITI) as per Customer Tender terms & conditions. Where ITI is exempted from providing EMD & PBG or allowed to submit Corporate Guarantee in place of Bank Guarantee to customer, we will provide EMD (while submitting the bid to the customer) & PBG to ITI as per customer tender terms.
3. That we will be equipped with the required manpower with qualifications, certifications and experience as required in the customer tender.
4. That we will be able to give the proposed solution as required by the end customer.
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 Consortium Agreement /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. Undertake to arrange to sign agreement with OEM and ITI as per customer tender requirement

10. That OEMs who meet the eligibility and other conditions as per customer tender requirement, will be finalized by us and produce the required eligibility documents and other related documents of the OEM for customer bid submission.
11. Hereby agree to take the responsibilities covered in the agreement (on back-to-back basis) to be signed between ITI & OEM (if required) as per customer tender conditions.
12. To provide Bank Guarantee (110% of value for the period till the advance is settled) for getting the advance payment if any, back-to-back.
- 14 Not to partner with any other organization for addressing this EOI/tender.
16. To accept payment terms on back-to-back basis. Penalties, if any, will be borne by us.
17. Here by agree that ITI may take any punitive action as deemed fit, including forfeiture of EMD / Security submitted by us, if it is found that any of the documents / information provided by us (to meet the tender requirement including eligibility) is wrong/ forged/ misleading at any stage of tender processing / evaluation. The decision of ITI regarding forfeiture of the EMD shall be final and shall not be called upon question under any circumstances are not blacklisted by Central Govt./ any State or UT Govt/ PSU/ organized sector in India as on submission of EOI proposal.

SPECIAL TERMS AND CONDITIONS:

1. The bid preferably should be spiral bounded and each page should be serial numbered
2. ITI reserves the right to split the balance orders (after taking out the ITI portion) in 70%: 30% ratio between H1 and H2 (Highest margin bidders) for speeding up the work, provided H2 bidder matches H1 margins offered, and wherever technically feasible.
3. All activities like Proof of concept on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of agencies.
4. ITiSP should be willing to impart required training to ITI engineers for undertaking services & execution of project.
5. ITiSP' s will be responsible for any short coming in the BOM and the same should be rectified free of cost.
6. ITiSP should be willing to provide TOT for manufacture of offered products in ITI.
7. ITiSP should be willing to sign an exclusive agreement with ITI for smooth execution of the project.
8. All commercial terms will be as per the RFP/PO.
9. All CVC circulars/Statutory guidelines as applicable needs to be followed.
10. Margin to ITI would be payable on supply, I&C and AMC services undertaken by the selected agency for the project.

11. All experiences regarding eligibility criteria will be pertaining to experience in India only. Experience outside India will not be eligible for qualifying under this tender.
12. The technical bid must contain the whole EOI documents duly signed and stamped and marked as “Accepted & Complied” in all the pages by the bidder as an acceptance of all the EOI terms & conditions.
13. Undertaking (on Letterhead) to work with ITI as per EOI/Tender terms and conditions including warranty & post-warranty services and implementation of the project in the event of ITI winning the contract.
14. Undertaking (on Letterhead) of ‘No Objection/No Claim/No Compensation’ from ITI Limited if this EOI is cancelled at any stage of evaluation process by ITI or the tender is cancelled by the end Customer.
15. 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.
16. 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.
17. 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.
18. ITI will not consider any or all of the bids if they are not meeting EOI requirements. However, clarification in this regard, if required, will be given. The interested ITiSP may like to discuss the customer tender related information, EOI Bidding Conditions, Bidding Process and clarifications, if any with the concerned officials.
19. After awarding the LOI, the vendor has to submit the required PBG within stipulated time. Late submission of PBG will attract penalty as per norms.

कवर -2 / Cover-2

मूल्यबोली / PRICE BID
(Submit in separate cover)

संगठन का नाम/Name of the organisation	
ईओआई संदर्भ संख्या। / E O I REFERENCE NO.	ITI/MSP-HYD/RAILTELCR/2021-22/05 Dt.15.06.2021
ईओआई @ हैदराबाद जमा करने की अंतिम तिथि और समय Last date & Time for submission of EOI @Hyderabad	21-06-2021 @ 03-00 PM
ईओआई खुलने का समय एवमँ दिनांक @ आईटीआई लिमिटेड, हैदराबाद Opening Time & Date of EOI @ ITI limited, Hyderabad	21-06-2021 @ 03-30 PM
कार्यकावर्णन / Description of the work	“ Design, Supply, Installation, Testing, Commissioning & AMC of DWDM and MDWDM system for the OFC based Communication Network
Net margin to ITI over quoted price to end customer Percentage in figures and words	

Signature of authorized person of the bidder:

Place: Date:

Full Name in Block Letter:

Seal of the Company

Annexure - A

PRE CONTRACT INTEGRITY PACT

(To be executed on plain paper and submitted along with Technical Bid/ Tender Documents having a value of RS----- or more. To be signed by the bidder and same signatory Competent/ Authorized to sign the relevant contract on behalf of the ITI Ltd).

Tender No.....

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

BETWEEN:

ITI Limited _____ having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bangalore — 560 016 and established under the Ministry of Communications & IT, Government of India (hereinafter called the Principal), which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman & Managing Director, Directors, Officers or any of them specified by the Chairman & Managing Director in this behalf and shall also include its successors and assigns) ON THE ONE PART

AND:

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

Preamble

WHEREAS the Principal intends to award, under laid down organizational procedures, tender/ contract for _____ .(name of the Stores/equipments/items).The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles as mentioned herein this agreement.

WHEREAS, to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact the terms and conditions of which shall also be read as integral part and parcel of the Tender Documents and contract between the parties.

NOW THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS STIPULATED IN THIS PACT THE PARTIES HEREBY AGREE AS FOLLOWS AND THIS PACT WITNESSETH AS UNDER:

SECTION 1 — COMMITMENTS OF THE PRINCIPAL

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.

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

1.2 If the Principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Act if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 — COMMITMENTS OF THE BIDDER/ CONTRACTOR

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

- a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The bidder(s)/contractor(s) will not enter with other bidders/contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s)/Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.

- f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt. bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or **to be an accessory to such offences.**

SECTION 3 - DISQUALIFICATION FROM TENDER PROCESS & EXCLUSION FROM FUTURE CONTRACTS

- 3.1 If the Bidder(s)/Contractor(s), during tender process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/ Contractor(s) from the tender process.
- 3.2 If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklisting for future tender/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgressions, the position of the transgressor within the company hierarchy of the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.
- 3.3 The Bidder(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.
- 3.4 A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.
- 3.5 The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however the Bidder(s)/ Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.
- 3.6 On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not be entitled for any compensation on this account.
- 3.7 subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s) can prove that he has

restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

SECTION 4 — PREVIOUS TRANSGRESSION

- 4.1 The Bidder(s)/ Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/ transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the tender process.
- 4.2 If the Bidder(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section- 5 of this Pact.

SECTION 5 — COMPENSATION FOR DAMAGE

- 5.1 If the Principal has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/ Bid Security apart from any other legal that may have accrued to the Principal.
- 5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

SECTION 6 — EQUAL TREATMENT OF ALL BIDDERS/ CONTRACTORS

- 6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.
- 6.2 The Bidder(s)/ Contractor(s) undertakes to get this Pact signed by its subcontractor(s)/ sub-vendor(s)/ associate(s), if any, and to submit the same to the Principal along with the tender document/contract before signing the contract. The Bidder(s) [Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its subcontractors/ sub-vendors / associates.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this Integrity Pact or violate its provisions.

SECTION 7 — CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)/ CONTRACTOR(S)

- 7.1 If the Principal receives any information of conduct of a bidder Contractor(s) or sub-contractor/ sub-vendor/ associates of the Bidder(s)/Contractor(s) which constitutes corruption or if the

Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

SECTION 8 — INDEPENDENT EXTERNAL MONITOR(S)

- 8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/ Contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/ Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.
- 8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within----to-----weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8.7 The word '**Monitor**' would include both singular and plural.

SECTION 9 - FACILITATION OF INVESTIGATION

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

SECTION 10 — LAW AND JURISDICTION

- 10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall be the seat of the Principal.
- 10.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

SECTION 11 — PACT DURATION

- 11.1 This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/ guarantee period of the project / work awarded, to the fullest satisfaction of the Principal.
- 11.2 If the Bidder(s)/Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Bidder(s) / Contractor(s).
- 11.3 If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

SECTION 12 — OTHER PROVISIONS

- 12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate Office of the Principal at Bengaluru.
- 12.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.
- 12.3 If the Bidder(s)/ Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.
- 12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 12.3 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
12. 4 The action 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 Integrity Pact at the place and date first mentioned in the presence of the witnesses:

For PRINCIPAL

For BIDDER /

(S) CONTRACOR(
S)

-----	-----
(Name & Designation)	(Name & Designation)
Witness	Witness
1) -----1)	-----
2) -----2)	-----

FORMAT FOR NON-BLACK-LISTING

Annexure -B

(To be furnished on the Bidder Company's Letter-Head)
Undertaking for Non-Black-listing

Certified that We M/shave not been 'Black-listed' by any Government Department /

Organizations, in the last 5 years for defective /deficient service or any such reason related to Business Conduct.

Signature's of the bidder.

SOME IMPORTANT POINTS FOR THE PROSPECTIVE BIDDERS (SIAs)

a) The business would be addressed and conducted on Back-to-Back basis. It means that all Payments, Rewards, Penalties would be passed on to the account of the SIA/BA.

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

11

Signature of the bidder with Office Seal:

DECLARATION

I/We hereby declare that all statements made in this application form for empanelment of Business Associate is true/complete and correct to the best of my/our knowledge. In the event of any information found false at any time, the purchase order / work allotted on our firm deemed to be cancelled.

Date

Signature

Seal of the company

Name and Designation.

Note:

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

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

Check list / list of enclosures.

- 1 Copy of registration of unit (with partnership deed or memorandum articles).
- 2 Copy of income Tax Clearance certificate.
- 3 Copy of Sales Tax registration Certificate.
4. Copy of GST registration Certificate.
5. Copy of the latest balance sheet/annual report.
6. Proof of annual turnover/financial capacity (Certificate issued by CA).
7. Proof of experience details/credentials. (As per Eligibility Criteria)
8. Proof of experience with ITI/Public sector/Government/Corporate sector etc. `
9. Copy of solvency certificate.(Within six months).
10. Copy of Net worth Certificate for last six months Issued by CA.
11. Notarized Copy of power of attorney of signing authority.
12. Certification/awards received (if, any).
13. **Tender should be submitted with a covering letter, duly signed and stamped on each page with page No.**
14. Compliance to all the EOI terms.
15. EOI should be addressed and submitted in a sealed envelope duly super scribing EOI Ref. No. and date to the following address.

The Dy. GENERAL MANAGER,
ITI LIMITED, REGIONAL OFFICE,
301, 3rd Floor, Babukhan Estate,
Basheerbagh, Hyderabad 500 001.
Telangana State,
Contact No. 040-23262575, 23262555,
E-Mail: ro_hyd@itilttd.co.in