



Bangalore Plant
ITI Limited, Dooravaninagar,
Bangalore-560016, Karnataka, India.

Request for Proposal (RFP) for Supply, Installation & Commissioning of CCTV Camera Security Surveillance System and Biometric Door access control system and repair/replacement of Fire alarm system

Ref: ITI/BGP/EVMSec/2024/01

Date: 26/10/2024

| | |
|-------------------------------------|--|
| RFP Document available for download | 26-10-2024 |
| Last date for submission | 05-11-2024 Time: As per GeM Bid |
| Technical Bid Opening date and time | 05-11-2024 Time: As per GeM Bid |
| Financial Bid Opening | Will be intimated to the technically qualified bidders. |

Note:

1. Technical bids will be opened on **05-11-2024, Time: As per GeM Bid**
2. Financial Bid opening will be done after the evaluation of Technical bid (Only for technically qualified Bidders).
3. Conditional offers are liable for rejection.
4. The Bidder to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.
5. At any time prior to the last date for receipt of proposals, ITI, may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by an amendment. Reasonable time will be provided to the prospective bidders to take amendments into account and prepare their proposals.

ITI may, at its discretion, extend the last date for the receipt of proposals and/or make other changes in the requirements set out in the RFP.
6. ITI reserves the right to call for Shortfall documents from bidder, if required.
7. For further details/clarification please contact:
Deputy General Manager - MM, M/s. ITI Limited, Bangalore Plant, Dooravaninagar, Bangalore 560 016, Telephone No: 080 28503606, Mobile No: 80525043848
8. IF any further technical detail required towards submission of offer please contact
Chief Manager- IT&QA, 1st floor, F-100, ITI Limited, Dooravaninagar, Bangalore - 560016, Mobile No: 9448017058, 8618391732
Chief Manager- SMT, F2 Hanger, ITI Limited, Dooravaninagar, Bangalore - 560016, Telephone No: 080-28503609
9. **EMD:** The Bidder shall deposit EMD for an amount of **Rs. 65,320/-** and payment can be done through GeM. The same will be returned without interest after selection of partner. [Note: MSME are exempted from paying EMD, however bid security declaration given at Annexure- VIII must be uploaded in GeM in Lieu of EMD. Also MSME Supporting documents needs to be submitted.]
10. **PBG:** The bidder has to provide 5% of the Grand Total as Performance Bank Guarantee (PBG) of PO value along with PO acceptance within 21 days from PO date.

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1. Introduction

The purpose of this document is to select an Agency for installing CCTV Camera Security Surveillance System and Biometric Door access control system and repair/replacement of Fire alarm system at F2 hanger, ITI Limited, Bengaluru plant as a part of implementation of secure manufacturing facility for EVM as per the guidelines of Election Commission of India.

The requirement is to supply and install (i) CCTV Camera Security Surveillance System (ii) Biometric Door Access Control System (iii) Repair/Replacement of Fire Alarm System as per the Bill of Material and Scope of work given in this tender document.

2. Bill of Material

2.1 CCTV Camera Security Surveillance System

| Sl.No | Description |
|-------|---|
| 1 | 5 Megapixel IP dome camera, 4mm lens (Day/Night Camera Switching Automatic) |
| 2 | 5 Megapixel IP bullet camera, 2.8-12 mm lens (Day/Night Camera Switching Automatic) |
| 3 | Video Management Server |
| 4 | VMS Software license for IP Camera |
| 5 | Network storage for 60 days Video recording |
| 6 | 24 port PoE Gigabit switch |
| 7 | 55" Display with wall mounting kit & HDMI cable |
| 8 | UTP Cat6 cable with PVC pipe & accessories |
| 9 | UTP Patch panel (16/24 ports) |
| 10 | 42U floor mounting rack |
| 11 | Camera mounting box, bracket with accessories |
| 12 | Laying of UTP cable & PVC pipe/casing |
| 13 | Termination & testing of UTP cables |
| 14 | Installation of camera |
| 15 | Installation & configuration of VMS Server & Network storage |

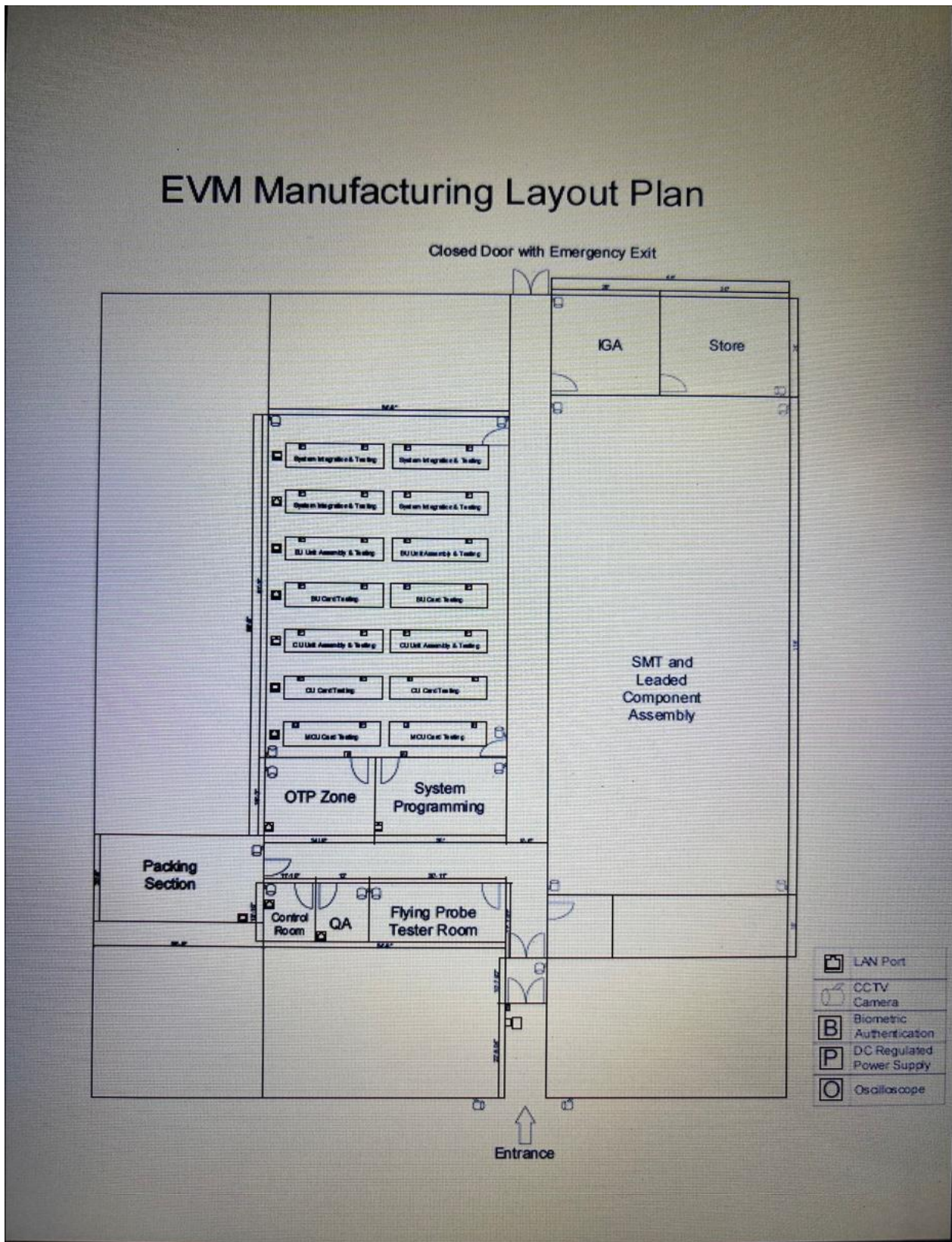
2.2 Biometric Door access control system

| Sl.No | Description |
|-------|---|
| 1 | Biometric reader with RFID & fingerprint sensor |
| 2 | Exit Switch |
| 3 | EM lock |
| 4 | 24 port PoE Gigabit switch |
| 5 | Access Control software for 100 users |
| 6 | Workstation for Access Control with 21" monitor |
| 7 | 6 core cable for RS-232/485 connectivity |
| 8 | Mounting box with connectors & accessories |
| 9 | UTP Cat6 cable with PVC pipe & accessories |
| 10 | 24 ports UTP Patch panel |
| 11 | Laying of cable & PVC pipe/casing |
| 12 | Termination & testing of cables |
| 13 | Installation of Reader with Exit switch & EM lock |
| 14 | Installation & configuration of Software |

2.3 Fire Alarm System

| Sl.No | Description |
|-------|--|
| 1 | Addressable Heat & Smoke Detector |
| 2 | Fire Alarm control panel- Addressable with Loop card, isolator & Battery |
| 3 | Electronic Hooter/ Sounder |
| 4 | Manual Call Point |
| 5 | 2 core 1.5 Sq. Mm. FAS cable |
| 6 | PVC conduit & accessories |
| 7 | Laying of cable & PVC pipe/casing |
| 8 | Termination & testing of cables |
| 9 | Installation of Detector/Hooter/MCP |
| 10 | Installation & configuration of Control Panel |
| 11 | 3 KVA online UPS with Battery for 30 min. backup |

3. Layout Diagram



4. Scope of work:

| Sl No. | Scope of work includes the following | Bidder's compliance / Remarks |
|--------|---|-------------------------------|
| 1. | The Bidder shall deliver the items at: ITI Limited, F-2 hanger, ITI Limited Dooravaninagar, Bangalore-560016 | |
| 2. | The Bidder shall install the hardware as mentioned in the Bill of Material and configure the same according to ITI requirements. | |
| 3. | Item, if any other than specified in BOM, felt necessary to complete the installation & commissioning may please be quoted separately with clarification and reflected in the deviation sheet. | |
| 4. | Video Management Software (VMS) connects IP camera and NAS server. It will provide various function such as monitoring, recording, playback, investigation, alarm management, video Analytics and system monitoring. This shall require the necessary hardware to perform any of the action at server or client side. VMS shall work on both the mode centralize and de-centralize mode to support centralize and local control/monitoring/recording of connected cameras (refer BoM 2.1) and other entities. | |
| 5. | The VMS shall have 100% system compatibility with the cameras. All the components in the VMS including hard disc etc. shall be OEM assembled. 100%-finished goods shall be supplied from the OEM. | |
| 6. | Biometric Door Access Control System (refer BoM 2.2) should be LAN based with Biometric Fingerprint & RF card sensor/reader. | |
| 7. | Biometric Door Access Control System (refer BoM 2.2) should be integrate with access controlled Web enabled software for management of logs. | |
| 8. | The Bidder is required to survey the site & quote for the complete solution and quantity required for the each items as per the Layout provided at 2.4 . | |
| 9. | Since this is a turnkey project and the vendor quoting for only one part or partially of the project shall not be considered. | |

| | | |
|-----|--|--|
| 10. | The specifications/Requirement are mentioned in the Technical bid (Annexure-I, II & III) document. These are minimum technical specifications. The products with proven higher specifications and at competitive price are allowed. | |
| 11. | The Bidder has to quote considering the location of the cameras and other accessories necessary for successful design, supply, installation, testing commissioning of Biometric door access control and CCTV Surveillance System. The accessories shall include but not limited to the indicated in BoM. The accessories are indicative and it is intended to install the system in successful manner. | |
| 12. | The Bidder shall bear all the costs and expenditure incurred by arranging demonstration/Proof of Concept (POC) of the Quoted Biometric Door access control system, CCTV Camera, VMS and other equipment's that may be deemed necessary for demonstration during evaluation of the technical bid on NO COMMITMENT BASIS. | |
| 13. | The Bidder is advised to visit the department and obtain for itself on its own responsibility all information, that may be necessary to design the solution and for preparing the Bid. The costs of visiting the site shall be borne by the Bidder. | |
| 14. | Bidder should clearly mention if there is any deviation from the specification. These are minimum technical specifications. The products with proven higher specifications and at competitive price are allowed. | |
| 15. | ITI Limited will provide the UPS electrical power for Door Access Control System Device and also, UPS electrical power for PoE switches. However, the vendor is requested to take a note of the available infrastructure at the site and ensure that the same is available to them for the above purpose. | |
| 16. | It is mandatory for Bidder to deploy qualified professional to install and configure the supplied item, as defined under scope of work. | |
| 17. | The Bidder shall test the systems in the presence of ITI officials. | |
| 18. | The offered product - CCTV camera and VMS should have its service and support center in Bengaluru. | |
| 19. | The Bidder shall train the staff nominated by ITI Limited in different aspects of equipment, functioning, testing, operation & administration free of any charge. | |
| 20. | The Bidder shall ensure the supply, installation & commissioning of CCTV surveillance, Biometric door access | |

| | | |
|-----|---|--|
| | control system and Fire alarm system is completed within 1 month from the date of issuance of PO. | |
| 21. | The Bidder shall ensure that all the work of supply, installation, erection and commissioning of CCTV surveillance, Biometric door access control system and Fire alarm system in ITI Limited is completed in the prescribed time and in no case the vendor may do any activity which may disturb senior officers to work/hamper the official duties of the employees of various Departments | |
| 22. | The work needs to be completed with minimum damage to the existing finish/structure. In case of accidental damage, it shall be the responsibility of the vendor to rectify the damage to the structure. | |
| 23. | The Bidder should provide 1-year onsite warranty support. Warranty period of 1 year shall apply from the date of commissioning. | |
| 24. | The Bidder should be able to take Annual maintenance of the items specified in BoM (Refer 2.1, 2.2 & 2.3) after the completion of one-year warranty period. | |
| 25. | If ITI Limited decides to go for AMC, AMC payment will be made at the end of each quarter on satisfactory completion certificate of AMC for the quarter from the officer concerned in ITI Limited. | |
| 26. | <p>The following conditions should be fulfilled during warranty & AMC:-</p> <p>a) Successful bidder shall provide free of cost support during the warranty period for repair/replacement of hardware parts.</p> <p>b) Must initiate action within 3 hours after registering the complaint and must arrange for a site visit if required.</p> <p>c) Must resolve the registered complaints within 3 working days from the date of registration of the complaint. Beyond this, failure to adhere to the above service requirements will attract penalty of 1% of quarterly AMC charge for every elapsed day.</p> <p>d) All software/firmware patches and updates released by the manufacturers for the supplied products must be provided timely and be installed free of charge during the support period (1 Year warranty + AMC period)</p> | |
| 27. | A documentation covering the details of equipment, its current configuration, warranty certificates need to be submitted after installation | |

5. Terms and conditions:

| Sl No. | Terms and conditions | Bidder's compliance /Remarks |
|---------------|---|-------------------------------------|
| 1. | The bidder should have their office in Bengaluru. Valid proof should be submitted along with the bid. | |
| 2. | The technical Bid should contain: a) Registered Name of the Organization. b) Permanent Account Number (PAN), GST Number. c) Name, Address with Telephone number, email id of the contact Person. | |
| 3. | The bidder have to submit GST returns for past 6 months | |
| 4. | The bidder have to submit a self-attested bank details. | |
| 5. | The bidder have to submit self-attested copies of IT returns for last three financial year. | |
| 6. | Bidder shall submit the point wise compliance to all the clauses including annexures. | |
| 7. | The bidder need to attach all technical documentation (make, model and data sheet giving the details of description of product and specifications) related to the offered item | |
| 8. | The bidder should quote only for the latest PRODUCTS OF REPUTED AND WELL KNOWN BRAND / MAKE meeting national / international standards which are in compliance to the technical specifications mentioned in this tender document | |
| 9. | During warranty period, any defective parts of the supplied product should be replaced by the vendor free of cost. | |
| 10. | Bidder should not have blacklisted/debarred in participating in any procurement activities by any State or Central Government or UT or PSUs in India. The bidder should furnish an undertaking to the effect that the firm has not been black listed in India. | |
| 11. | In case of legal dispute originating from the contractor, the decision of the unit head, Bangalore Plant, ITI Limited. will be the final or must be adjudicated within the jurisdiction of Bangalore, Karnataka | |

6. Pre-Qualification Criteria

| Sl.No | Pre-Qualification Criteria | Bidder's compliance /Remarks |
|-------|--|------------------------------|
| 1. | None of the quoted IP Cameras & VMS shall confirm to or comply with or does have China Compulsory Certificate (CCC). | |
| 2. | MAC IDs of quoted IP Cameras & VMS shall be genuine and must belong to OEM Only. | |
| 3. | The Bidder should be ISO 9000:2015 certified company and valid certificate is to be enclosed with technical bid. | |
| 4. | Bidder should have executed a similar project in Central Govt., Defence , PSU organisation within last 3 years. A proof of PO and Project completion report to be submitted with technical bid. | |
| 5. | OEM authorisation letter for CCTV, VMS & Access Control System is to be submitted | |
| 6. | OEMs of CCTV CAMERA & VMS should have their own direct Toll-Free Customer Support No and Service & Repair – Support Centers in India for a minimum period of 5 years (not as joint venture, partnership firms or through any other association). Documentary evidence shall be submitted. | |
| 7. | OEMs of Integrated CCTV Surveillance System must not have been reported for any kind of SECURITY VULNERABILITIES by any such Govt of India Agencies, like CERT-In: Ministry of Electronics and Information Technology, Government of India; STQC - Ministry of Electronics and Information Technology, Government of India, etc. in the last 3 Years from the date of publishing of the RFP. | |
| 8. | The Firmware of the proposed CCTV CAMERA & VMS shall be developed in line with MEITY guidelines of secure development meeting the requirements of CMMI Level 5 & Six SIGMA Secure product development lifecycle requirements. Necessary supporting documents must be submitted. | |
| 9. | The Firmware of the proposed CCTV CAMERA & VMS shall be genuine, authenticated & secured through digitally signed certificate including upgrades. | |

7. Payment Terms:

- 1) 70% against complete delivery.
- 2) 20% after installation.
- 3) 10% will be paid after successful completion of warranty.

Read, understood and complied with

Signature of the Bidder

TECHNICAL BID

Annexure-I

CCTV Camera Security Surveillance System

| Sl.No | Description | Qty | HSN | Quoted Make and Model (Wherever applicable) | Bidder's compliance / Remarks (Yes/No) |
|-------|--|------|-----|---|--|
| 1 | 5 Megapixel IP dome camera, 4mm lens(Day/Night Camera Switching Automatic) | 48 | | | |
| 2 | 5 Megapixel IP bullet camera, 2.8-12 mm lens(Day/Night Camera Switching Automatic) | 4 | | | |
| 3 | Video Management Server as per Annexure - I (A) | 1 | | | |
| 4 | VMS Software license for IP Cameras | 52 | | | |
| 5 | Network storage for 60 days Video recording. Annexure - I (B) | 1 | | | |
| 6 | 24 port PoE Gigabit switch | 3 | | | |
| 7 | 55" Display with wall mounting kit & HDMI cable | 2 | | | |
| 8 | UTP Cat6 cable with PVC pipe & accessories | 3000 | | | |
| 9 | 24 ports UTP Patch panel | 3 | | | |
| 10 | 42U floor mounting rack | 1 | | | |
| 11 | Camera mounting box, bracket with accessories | 52 | | | |
| 12 | Laying of UTP cable & PVC pipe/casing | 3000 | | | |
| 13 | Termination & testing of UTP cables | 52 | | | |
| 14 | Installation of camera | 52 | | | |
| 15 | Installation & configuration of VMS Server & Network | 1 | | | |

VMS Server configuration**Annexure – I (A)**

| | |
|-------------------|---------------------------------------|
| CPU | Intel Xeon 8 core processor |
| Memory configured | 32 GB RAM |
| Disks supported | 4 x 3.5" HDDs |
| Disks configured | 2 x 4TB SAS |
| I/O slots | Up to 8x PCIe Gen3 Slots |
| Ethernet ports | Dual Port 1GbE BASE-T |
| GPU Card | 4 Gb graphic adapter |
| Accessories | Keyboard & Mouse USB Keyboard & Mouse |
| Operating System | Windows Server 2019 |

NAS Specification:**Annexure – I (B)**

| | |
|----------------------|--|
| CPU | Quad Core CPU |
| Memory configuration | Memory : 4 GB |
| Disks supported | Hard drives: 8 bays , loaded with 8TB surveillance grade SATA III HDD |
| Disks configured | Hardware encryption engine: Yes (AES-NI) |
| Ports | External ports : "Minimum 2 x USB 3.2 Gen 1 ports Minimum 2 x Expansion ports -Infiniband ports for expansion" |
| Form factor | Rackmount |
| Ethernet ports | LAN ports : "Minimum 4 x 1GbE RJ-45 |
| Wake on LAN/WAN | Required |
| Supported RAID types | RAID F1, Basic, JBOD, RAID 0, RAID 1, RAID 5, RAID 6, RAID 10 "support for iSCSI target Max. iSCSI LUN-512" |

Annexure-II**Biometric Door access control system**

| Sl.No | Description | Qty | HSN | Quoted Make and Model (Wherever applicable) | Bidder's compliance / Remarks (Yes/No) |
|--------------|--|------------|------------|--|---|
| 1. | Biometric reader with RFID & fingerprint sensor | 16 | | | |
| 2. | Exit Switch | 16 | | | |
| 3. | EM lock | 16 | | | |
| 4. | 24 port PoE Gigabit switch | 2 | | | |
| 5. | Access Control software for 100 users | 1 | | | |
| 6. | Workstation for Access Control with 21" LED monitor with Core i7 processor, 32GB RAM, 2 x 3.5" HDDs, 4TB SATA, Up to 4x PCIe Gen3 Slots, Dual Port 1GbE BASE-T, Windows professional latest OS | 1 | | | |
| 7. | 6 core cable for RS-232/485 connectivity | 300 | | | |
| 8. | Mounting box with connectors & accessories | 16 | | | |
| 9. | UTP Cat6 cable with PVC pipe & accessories | 1800 | | | |
| 10. | 24 ports UTP Patch panel | 2 | | | |
| 11. | Laying of cable & PVC pipe/casing | 2100 | | | |
| 12. | Termination & testing of cables | 32 | | | |
| 13. | Installation of Reader with Exit switch & EM lock | 16 | | | |
| 14. | Installation & configuration of Software | 1 | | | |

Annexure-III

Fire Alarm System

| Sl.No | Description | Qty | HSN | Quoted Make and Model (Wherever applicable) | Bidder's compliance / Remarks (Yes/No) |
|-------|--|------|-----|---|--|
| 1 | Addressable Heat & Smoke Detector | 30 | | | |
| 2 | Fire Alarm control panel- Addressable with Loop card, isolator & Battery | 1 | | | |
| 3 | Electronic Hooter/ Sounder | 3 | | | |
| 4 | Manual Call Point | 3 | | | |
| 5 | 2 core 1.5 Sq. Mm. FAS cable | 1000 | | | |
| 6 | PVC conduit & accessories | 1000 | | | |
| 7 | Laying of cable & PVC pipe/casing | 1000 | | | |
| 8 | Termination & testing of cable | 20 | | | |
| 9 | Installation of Detector/Hooter/MCP | 25 | | | |
| 10 | Installation & configuration of Control Panel | 1 | | | |
| 11 | 3 KVA online UPS with Battery for 30 min. backup | 2 | | | |

FINANCIAL BID**Annexure-IV****CCTV Camera Security Surveillance System**

| Sl No. | Item Description | Qty | Unit | Unit Price in Rs | Total Price in Rs | Rate of GST in % | Amt. of GST in Rs | Total Price (with all Taxes) |
|--------|--|------|------|------------------|-------------------|------------------|-------------------|------------------------------|
| 1 | 5 Megapixel IP dome camera, 4mm lens(Day/Night Camera | 48 | No | | | | | |
| 2 | 5 Megapixel IP bullet camera, 2.8-12 mm lens(Day/Night Camera | 4 | No | | | | | |
| 3 | Video Management Server as per Annexure – I (A) | 1 | No | | | | | |
| 4 | VMS Software license for IP Cameras | 52 | No | | | | | |
| 5 | Network storage for 60 days Video recording. Annexure – I (B) | 1 | No | | | | | |
| 6 | 24 port PoE Gigabit switch | 3 | No | | | | | |
| 7 | 55" Display with wall mounting kit & HDMI cable | 2 | No | | | | | |
| 8 | UTP Cat6 cable with PVC pipe & accessories | 3000 | mt | | | | | |
| 9 | 24 port UTP Patch panel | 3 | No | | | | | |
| 10 | 42U floor mounting rack | 1 | No | | | | | |
| 11 | Camera mounting box, bracket with accessories | 52 | No | | | | | |
| 12 | Laying of UTP cable & PVC pipe/casing | 3000 | mt | | | | | |
| 13 | Termination & testing of UTP cables | 52 | No | | | | | |
| 14 | Installation of camera | 52 | No | | | | | |
| 15 | Installation & configuration of VMS Server & Network | 1 | No | | | | | |
| | Total | | | | | | | |

Annexure-V**Biometric Door access control system**

| Sl No. | Item Description | Qty | Unit | Unit Price in Rs | Total Price in Rs | Rate of GST in % | Amt. of GST in Rs | Total Price (with all Taxes) |
|---------------|---|------------|--------------|-------------------------|--------------------------|-------------------------|--------------------------|-------------------------------------|
| 1 | Biometric reader with RFID & fingerprint sensor | 16 | No | | | | | |
| 2 | Exit Switch | 16 | No | | | | | |
| 3 | EM lock | 16 | No | | | | | |
| 4 | 24 port PoE Gigabit switch | 2 | No | | | | | |
| 5 | Access Control software for 100 users | 1 | No | | | | | |
| 6 | Workstation for Access Control with 21" LED monitor with Core i7 processor, 32GB RAM, 2 x 3.5" HDDs, 4TB SATA, Up to 4x PCIe Gen3 Slots, Dual Port 1GbE | 1 | No | | | | | |
| 7 | 6 core cable for RS-232/485 connectivity | 300 | Mt | | | | | |
| 8 | Mounting box with connectors & accessories | 16 | No | | | | | |
| 9 | UTP Cat6 cable with PVC pipe & accessories | 1800 | Mt | | | | | |
| 10 | 24 ports UTP Patch panel | 2 | No | | | | | |
| 11 | Laying of cable & PVC pipe/casing | 2100 | Mt | | | | | |
| 12 | Termination & testing of | 32 | No | | | | | |
| 13 | Installation of Reader with Exit switch & EM lock | 16 | No | | | | | |
| 14 | Installation & configuration of Software | 1 | lot | | | | | |
| | | | Total | | | | | |

Annexure-VI**Fire Alarm System**

| S1 No. | Item Description | Qty | Unit | Unit Price in Rs | Total Price in Rs | Rate of GST in % | Amt. of GST in Rs | Total Price (with all Taxes) |
|---------------|--|------------|-------------|-------------------------|--------------------------|-------------------------|--------------------------|-------------------------------------|
| 1 | Addressable Heat & Smoke Detector | 30 | No | | | | | |
| 2 | Fire Alarm control panel- Addressable with Loop card, isolator & Battery | 1 | No | | | | | |
| 3 | Electronic Hooter/ | 3 | No | | | | | |
| 4 | Manual Call Point | 3 | No | | | | | |
| 5 | 2 core 1.5 Sq. Mm. FAS | 1000 | Mt | | | | | |
| 6 | PVC conduit & accessories | 1000 | Mt | | | | | |
| 7 | Laying of cable & PVC pipe/casing | 1000 | Mt | | | | | |
| 8 | Termination & testing of | 20 | No | | | | | |
| 9 | Installation of Detector/Hooter/MCP | 25 | No | | | | | |
| 10 | Installation & configuration of Control Panel | 1 | No | | | | | |
| 11 | 3 KVA online UPS with Battery for 30 min. backup | 2 | No | | | | | |
| | Total | | | | | | | |

| | | |
|----------------------|--|--|
| **Grand Total | | |
|----------------------|--|--|

** Grand Total price for the complete work as mentioned in tender document

FINANCIAL BID - AMC

| Sl No. | Item Description | Biometric Door Access Control System | CCTV Camera Security Surveillance System (CCTV cameras, NVR, and PoE Switches) | Fire Alarm System |
|--------|--------------------------------|--------------------------------------|--|-------------------|
| 1. | Post Warranty First Year AMC | | | |
| 2. | Post Warranty Second Year AMC | | | |
| 3. | Post Warranty Third Year AMC | | | |
| 4. | Rate of GST in % | | | |
| 5. | Amount of GST in Rs | | | |
| 6. | Total AMC for (3 years) | | | |

Tender Ref No :

Dated:

Bid Securing Declaration Form in Lieu of EMD

<On Letterhead of the bidder>

To

ITI LIMITED, Bangalore Plant,

Dooravaninagar, Bangalore-560016

I/We. The undersigned, declare that:

1. I/We understand that bids must be supported by a Bid Securing Declaration.
 2. I/We accept that I/We may be disqualified from bidding for any contract with you/ MeitY for a period of two years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We
 - a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity or its extended period, if any; or
 - b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Bank Guarantee, in accordance with the Instructions to Bidders.
 - c) If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid;
- or
- d) If there is a discrepancy between words and figures quoted by the bidder and the bidder does not accept that the amount in words prevails over amount in figure.
3. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of(insert complete name of Bidder)

Dated on _____ day of _____(insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a consortium, the Bid Securing Declaration must be in the name of all partners to the consortium that submits the bid)



PRE-CONTRACT INTEGRITY PACT

PURCHASE ENQUIRY/ORDER No.

THIS Integrity Pact is made on.....day of20 .

BETWEEN:

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

AND:

..... represented by
..... Chief Executive Officer (hereinafter called the

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

Preamble

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

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

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

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

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

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

SECTION 4 – PREVIOUS TRANSGRESSION

- 4.1 The Bidder(s)/ Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/ transparency

International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the tender process.

- 4.2 If the Bidder(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section- 5 of this Pact.

SECTION 5 – COMPENSATION FOR DAMAGE

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

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

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

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

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

- 7.2 If the Principal receives any information of conduct of a Bidder(s)/Contractor(s) or sub-contractor/sub-vendor/associates of the Bidder(s)/Contractor(s) which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

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

IEM - I

Shri Javeed Ahmad, IPS (Retd.)

Read, understood and complied with

Signature of the Bidder

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M-1101, Shalimar Gallant Apartment,
Vigyanpuri, Mahanagar, Lucknow-226006

IEM – II

Shri Atul Jundall, IFS (Retd.)

3/10 Vishesh Khand Opp. Little Fiend School Gomti Nagar,
Lucknou-226010(UP)

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

SECTION 9 – PACT DURATION

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

SECTION 10 – OTHER PROVISIONS

- 10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall the seat of the Principal.
- 10.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
- 10.3 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate Office of the Principal at Bengaluru.
- 10.4 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.
- 10.5 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.
- 10.6 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.7 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.



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

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of the witnesses:

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....
.....

(Name & Designation)

(Name & Designation)

Witness

Witness

- 1)
- 1).....

- 2)
- 2).....