



ITI LIMITED

MSP- New Delhi

(A Govt. of India Undertaking)

ITI Limited, MSP-Delhi, 11th Floor, Core-1, SCOPE Minar,
Laxmi Nagar District Centre, New Delhi - 110092

Website: www.itilttd.in

Expression of Interest For the
Selection of System Integrator for
UNIFIED CLOUD STORAGE SOLUTION

EOI No: ITI/MSPDelhi/2026-27/BSNL/CLOUDSTORAGE

Date: 09.06.2026

Due Date of Bid Submission: 20.06.2026 at 10:00 Hours.

(Bid Submission through Online / e-Tendering mode only)

Helpdesk for Online Bid Submission: 011-20825014, 011- 22041712

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CHAPTER1–INTRODUCTION

ITI Limited, a Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications & IT, is a leading Telecom equipment manufacturer and solution provider in India. The major customers are BSNL, BBNL, MTNL, Defence, Paramilitary Forces, Railways, Banks, Central & State Govt. departments, Institutions and Research organizations like ISRO.

ITI Limited has been undertaking various projects in all fields of telecommunications and information technology and also continuously deploying new technologies in the field of Telecom, ICT, Networking, e-Governance etc. ITI has diversified its operation and has been executing projects in the field of Smart Infrastructure (Smart Cities, Safe Cities, Smart Energy Meters, Smart Classrooms, Smart Poles etc.), Bharat Net etc.

ITI is interested in addressing some of the prospected business opportunities where it is strongly positioned by virtue of its 'PSU Status', proven 'Project Management Capabilities' and rich Relevant-Experience. ITI is looking for business association from reputed System Integrators/OEMs who can assist ITI to win the business and ultimately help ITI in the `execution of the project.

The objective of this Invitation for submission of bid is to identify a System Integration Associate (SIA) to address a particular 'Business Opportunity'/a kind of 'Business Opportunity' which has emerged or under process to emerge from a client for the implementation of a project in Government Domain. The prospective customer has already published/disclosed its broad requirement through an Invitation for EOI/RFP/Tender/e-Mail/Discussions which is to be responded with the submission of Techno-commercial Proposal/ Bid in due course of time.

The selected Bidders who is to play the role of a 'System Integrator' has to enter in to a contract with ITI Limited to forge a case-specific business alliance for addressing the opportunity.

During the bidding process, the vendor is supposed to provide the requisite Techno-commercial inputs to ITI as per the Requirements/Specifications/Expectations/Scope of Work of the prospective customer to win a commercial-favor in terms of a ward of order to ITI. Other finer details of the Scope of Work of Project would be shared with the selected Bidders & may expand further as per end customer requirements against **EOI Ref. ITI/MSPDelhi/2026-27/BSNL/CLOUDSTORAGE**

In the event of the award of an order to ITI, the selected business associate would act as a SI/Vendor/Service Provider to implement the project for which a separate 'Purchase Order' would be placed on the selected SIA.

CHAPTER2-IMPORTANTTIMELINES

Sl. No.	Important Points / Timelines	Details
1.	EOI/RFP/Tender Authority Enquiry	Additional General Manager-AGM ITI Limited, MSP-Delhi ITI Limited, MSP-Delhi, 11th Floor, Core-1, SCOPE Minar, Laxmi Nagar District Centre, New Delhi- 110092 Phone: 9935099480 Email: saurabhshanker_mspup@itilttd.co.in
2.	Contact Person for the clarification of EoI/RFP/Tender Document	Mr. Ashok Kumar Saini Manager (Marketing) Mob: +91 9426052451 https://www.itilttd.in e-mail: etenderiti_mspdli@itilttd.co.in e-mail: aksaini_nsu@itilttd.co.in Ms. Neha Jaiswal Assistant Manager (Marketing) Mob: +91 8765209027 https://www.itilttd.in e-mail: nehajaiswal_mspd@itilttd.co.in
3.	Tender Type (Open/Limited)	Open Tender
4.	No. of Cover/Packet	Two Cover System
5.	Tender Category (Goods/Services/Works)	Supply & Services
6.	Payment Mode (Online/Offline)	Online
7.	EOI/RFP/Tender Document Cost (inclusive of GST)	Rs. 16,520/- (Inclusive of GST @18%)(Non Refundable)
8.	EMD Amount	Bid Security of INR 22,00,000/- (Amount in words: Twenty Two Lakh Rupees only) in the form of DD/PBG/NEFT is to be submitted by the participating Bidder..
9.	Estimated Value of Enquiry	30 Crore.
10.	Date of Issue/Publishing of the EOI/RFP/Tender	09-06-2026
11.	Due Date, & Place for Sale of EOI/RFP/Tender Document	20-06-2026 & Time: 10:00Hrs / ITI Limited, MSP-Delhi
12.	Due Date, Time & Place for Opening of Technical Bid	20-06-2026 & Time: 10:30Hrs / ITI Limited, MSP-Delhi
13.	Due Date, Time & Place for Opening of Financial Bid	Will be intimated after course of time.
14.	Reference Tender Number	Ref. No: ITI/MSPDelhi/2026-27/BSNL/CLOUDSTORAGE
15.	Contract Period	As per Customer RFP
16.	Mode of Submission of Bid	Online / e-Tendering mode only through ITI e-Wizard Portal https://itilimited.ewizard.in/

17.	Bank Detail	Bank Name: Punjab National Bank Branch: ECE House, K.G. Marg, New Delhi-110001 Account Number: 1120008700003437 IFSC Code: PUNB0112000
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CHAPTER3–ELIGIBILITYCRITERIAFORBIDDERS

The Bidders must fulfill the following eligibility criteria:

Sl. No.	Eligibility Criteria	Documents Required
1.	a) Bidder should be registered under the Companies Act, 1956/2013 as amended and should have active operations in India as on bid submission date.	Bidder should submit the following documents: a) Copy of Certificate of Incorporation/Registration Certificate. b) Copy of MOA (Memorandum of Association) and AOA (Article of Association). c) Copy of PAN card. d) Copy of GST Registration Certificate.
2.	The Bidder should not have been blacklisted/debarred by any Govt. department or any PSU (State or Central) / Autonomous Institution in India as on bid submission date.	Bidder should submit an undertaking signed by CEO/Country Head/Director/Authorized Signatory of the company on non-judicial stamp paper of INR100/-or such equivalent amount and the same to be attested by notary public. (Declaration required as per Annexure-E)
3.	All experiences regarding eligibility criteria will be pertaining to India only. Experiences outside India will not be considered.	Self-declaration on company letterhead.
4.	The Bidder must submit certain declarations as per Annexure-D without which bid would not be considered for evaluation.	Declarations as per Annexure-D .
5.	Bidder should have active authorization from reputed OEM.	a) Valid OEM Partner Authorization Certificate(s) b) Manufacturer Authorization Form (MAF)
6.	The bidder shall have a minimum average annual financial turnover of INR 5 Crores during last three financial years i.e 2022-23, 2023-24 & 2024-25.	CA certificate required with UDIN
7.	The net worth of The Bidder should be Positive for the last 03 (three) financial years.	Certificate from the Statutory Auditor/Company Secretary for the last three financial years.

8.	<p>Experience Criteria: The Bidder should have successfully executed IT projects cumulatively worth INR 12.5 Crore after 01.04.2021 with at least one project having the cost not less than INR 5 Crore..</p>	<ul style="list-style-type: none">• Client Certificate with client details & verifiable reference i.e email-id/ phone number/ office address etc, counter signed by authorized signatory shall be submitted• Experience/ Work Completion Certificate issued & signed by the PO issuing authority.
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CHAPTER4–SCOPE OF WORK

4.1 Brief Scope

Please refer Tender ID: MM/SM-CM/ Unified Cloud Storage Solution /T-880/2026 FOR UNIFIED CLOUD STORAGE SOLUTION

https://tender.bsnl.co.in/bsnlenders/bsnlender/tender_live_view_detail.jsp?&tenderID=64736

CHAPTER 5–EVALUATION OF BIDS

Technical Evaluation

1. Detailed Technical evaluation shall be carried out in the EoI document to determine the substantial responsiveness of each Bidder. The substantially responsive bid is one that conforms to all the eligibility and scope of work of the EoI without any material deviation.
2. The evaluation committee may call the responsive Bidder(s) who comply with all terms and conditions of the EoI for discussion and presentation to facilitate and assess their understanding of the scope of work and its execution. The Bidder(s) will give a detailed presentation on how their technology is best suited for End Customer. However, the committee shall have sole discretion to call for discussion/presentation.
3. In case of single proposals received by the End customer, the customer reserves the rights to proceed with the same without re-issuance of the EoI.
4. No further subcontracting & subletting of Contract\SOW will be allowed by any of Bidder.
5. All annexures to be printed & signed by Bidder on its letter head.

CHAPTER 6–TECHNICAL BID

TECHNICAL BID [Envelop-I]:

It shall have the **full name, address of the Bidder / the authorized agent delivering the tender at the bottom left hand corner of the sealed cover**. The cover shall consist of the following:

1	Power of Attorney (POA) towards bid signing authority / Authorization letter from Director or CEO of the Bidder (in Company's letterhead) authorizing the person towards bid signing authority.
2	Bid Covering Letter (as per Annexure-A).
3	Bidder's Profile (as per Annexure-B).
4	Tender Document Fee.
5	Certificate of Incorporation, Memorandum of Association (MOA) & Articles of Association (AOA).

6	PAN Registration Certificate / PAN Card.
7	GST Registration Certificate.
8	ISO Certificate& CMMI Level Certificate.
9	Undertaking towards Non-Black Listing of our firm by any Govt. Body as per Annexure-C
10	Declarations against Expression of Interest (EoI) as per Annexure-D .
11	Compliance Statement of Eligibility Criteria As per Annexure-E .
12	Bid Security Declarations against Expression of Interest (EoI) as per Annexure-F .
13	Integrity Pact as per Annexure-G
14	Annexure - H
15	BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY DEPOSIT
16	Audited financial statements (Balance Sheet & P/L Accounts) for last three financial years (22-23,23-24&24-25)]. Only CA Certificate for Turnover may be considered for FY 2025-26.
17	Certificate from Statutory Auditor / CA specifying the Positive Net Worth for last three years (22-23,23-24&24-25)
18	Experience Certificates: Work Order / Agreements of the Projects. The experience is required to meet the eligibility conditions detailed in the Bidder's Eligibility Criteria.
19	PBG will be taken from back-end partner, once ITI will be declared L1. Performance Bank Guarantee (PBG) required for the bid will be borne by the selected bidder. PBG shall be 5% as per Customer Tender. In Case of Micro, Small & Medium Enterprise registered in Rajasthan, it shall be 1% as per RTPP Rules which are applicable to Customer Tender.
20	Bank Guarantee Formats per Annexure-I .
21	Tender document duly signed by the authorized person of the Bidder at bottom of each page of the complete tender document as an acceptance for having read, understood and accepted the tender.
22	All other docs as mentioned in this tender elsewhere.
23	An undertaking of non-subcontracting & subletting of Contract\SOW will be allowed by any of Bidder

(Bid Covering Letter / Annexure-A)

To
ITI Limited, MSP-Delhi, 11th Floor,
Core-1, SCOPE Minar,
Laxmi Nagar District Centre,
New Delhi - 110092

Ref: Tender no. dated

Subject: Bid Covering Letter against Expression of Interest (EoI)

Dear Sir,

Having examined the EoI/RFP/Tender document, we hereby submit our bid for the subject requirement which has emerged from some Government body to implement the above captioned project.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to ITI Limited is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Buyer in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short-listing process, we are liable to be dismissed from the selection process or termination of the agreement during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the EoI/RFP/Tender document including annexures and corrigendum if any and also agree to abide by this tender response for a period of 6 months from the date fixed for bid opening.

We hereby declare that in case the agreement is awarded to us, we shall submit the Performance Guarantee in the form of bank guarantee in the format to be provided by ITI Limited.

We agree that ITI Limited is not bound to accept any tender response that they may receive. We also agree that ITI Limited reserves the right in absolute sense to reject all or any of the services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

We understand that it will be the responsibility of our organization to keep ITI Limited informed of any changes in respect of authorized person and we fully understand that ITI Limited shall not be responsible for non-receipt or non-delivery of any communication and/or any missing communication in the event reasonable prior notice of any change in the authorized person of the company is not provided to ITI Limited.

Dated this Day of 2026

Authorized Signatory Name:

Designation:

(Company Seal)

Note: To be submitted in Company Letterhead

Bidder's 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 in last 3 financial years (Rs in Crore)	2022-23	2023-24	2024-25
5.	IT Turnover in last 3 financial years (Rs in Crore)	2022-23	2023-24	2024-25
6.	Profit / Loss in last 3 financial years (Rs. in Crore)	2022-23	2023-24	2024-25
7.	Net-worth in last 3 financial years (Rs in Crore)	2022-23	2023-24	2024-25
8.	Date of Incorporation			
9.	GST Registration number			
10.	PAN Number			
11.	CIN Number, if applicable			
12.	Number of manpower in company's rolls			

Dated this Day of **2026**

Authorized Signatory Name:

Designation:

(Company Seal)

Note: To be submitted in Company Letterhead

(Annexure-C)

To,
**ITI Limited, MSP-Delhi,
11th Floor, Core-1, SCOPE Minar,
Laxmi Nagar District Centre,
New Delhi - 110092**

Subject: Undertaking towards Non-Black Listing of our firm by any Govt. Body.

Dear Sir,

We hereby declare that we have not been BLACK LISTED by any Govt. department/ PSU (State or Central)/ Autonomous Institution against our performance obligation in India and there has been no litigation with any government department on account of similar services for the last 5 years.

This declaration is being submitted as per the requirement of your EoI/RFP/Tender.

Dated this Day of 2026

Authorized Signatory Name:

Designation:

(Company Seal)

Note: To be submitted in Company Letterhead

(Declarations / Annexure-D)

To

**ITI Limited, MSP-Delhi, 11th Floor,
Core-1, SCOPE Minar,
Laxmi Nagar District Centre,
New Delhi - 110092**

Subject: Declarations against Expression of Interest (EoI) for

Tender no. dated

Dear Sir,

We hereby declare / undertake the following:-

We hereby declare that we will work with ITI as per EOI/RFP/Tender terms and conditions of ITI as well as end customer including warranty & post-warranty services and implementation of the project in the event of ITI winning the contract on back-to-back basis.

We hereby declare that we will submit the Tender Fee & EMD (while submitting the bid to the end customer in the form of Bank Guarantee / Demand Draft / Online Payment from any Nationalized / Scheduled Bank) & Performance Bank Guarantee to end customer or ITI (as decided by ITI) as per EoI/RFP/Tender terms & conditions. We also undertake that we will provide EMD & PBG to ITI as per the end-customer's EoI/RFP/Tender terms even if ITI is exempted to submit the same to end-customer because of its PSU status.

We hereby declare that we have 'No Objection/ No Claim/ No Compensation' from ITI Limited if this EoI/RFP/Tender is cancelled at any stage of evaluation process by ITI or the main EoI/RFP/Tender is cancelled by the end customer.

We hereby undertake that we will be equipped with the required manpower with qualifications, certifications and experience as required in the end customer's EoI/RFP/Tender.

We hereby undertake that we will be able to give the proposed solution as required in the end customer's EoI/RFP/Tender.

We hereby undertake that we will arrange required certificate & support (warranty & post-warranty/maintenance) in the name of ITI Limited from the OEM as per end customer's requirement.

We hereby undertake that we will obtain relevant statutory licenses for operational activities.

We indemnify ITI Limited from any claims / penalties / statutory charges / liquidated damages / legal expenses if any etc. as charged by the end customer.

We hereby undertake to make arrangement for signing of agreement between OEM and ITI as per end customer's EoI/RFP/Tender requirement.

We hereby undertake that the OEMs who meet the eligibility and other conditions as per end customer's EoI/RFP/Tender requirement will be finalized by us and produce the required eligibility documents and other related documents of the OEM for final bid submission.

We 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 end customer's EoI/RFP/Tender terms & conditions.

We hereby declare to supply equipment/components which are brand new, first hand and contain no previously used, recycled or refurbished components.

We hereby declare not to partner with any other organization for addressing this EoI/RFP/Tender.

We hereby declare to accept payment terms on back-to-back basis. Penalties, if any, will be borne by us.

We hereby 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.

Dated this Day of **2026**

Authorized Signatory Name:

Designation:

(Company Seal)

Note: To be submitted in Company Letterhead



(Annexure-E)

Compliance Statement of Eligibility Criteria As per

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

Dated this Day of **2026**

Authorized Signatory Name:

Designation:

(Company Seal)

Note: To be submitted in Company Letterhead

(Bid Security Declaration / Annexure-F)

To
**ITI Limited, MSP-Delhi,
11th Floor, Core-1, SCOPE Minar,
Laxmi Nagar District Centre,
New Delhi - 110092**

Subject: Bid Security Declarations against Expression of Interest (EoI) for.....

Ref: EOI/Tender no. dated

Dear Sir,

I/We, the undersigned hereby declare that:

I/We know that the bid should be supported by a Bid Security Declaration (in lieu of EMD as per end customer) in accordance with your conditions. I/We accept to automatically be suspended from being eligible for bidding in any contract in ITI Limited for a period of three years from the date of opening of Bid, if I am/We are in breach of our obligation(s) under the bid conditions, because I/We

- a) have withdrawn 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 Contracting Authority within the period of bid validity-
- i) have withdrawn/modified/amended, impairs or derogates from the EOI / tender, my/our Bid during the period of bid validity or its extended period, if any;
OR
- ii) have failed or refused to furnish a Performance Security in accordance with the Condition of the EOI/Tender Document;
OR
- iii) have failed or refused to sign the contract.

I/We know that this Bid Security Declaration will expire, if contract is not awarded to us, upon:

- a) the receipt of your notification to us of the name of the successful Bidder; or
- b) thirty days after the expiration of the validity of my/our Bid or any extension to it.

Dated this Day of 2026

Authorized Signatory Name:

Designation:

(Company Seal)

Note: To be submitted in Company Letterhead

INTEGRITY PACT

PURCHASE ORDER No.

THIS Integrity Pact is made on.....day of2026.

BETWEEN:

ITI Limited having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bangalore – 560 016 and established under the 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 System Integration Associates(Bidder) which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the contractor 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 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 Actor if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER(S)

The BIDDER(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) 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) will not enter with other 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) will not commit any offence under IPC/PC Act, further the Bidder(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) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(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) 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) 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), 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) from the tender process.
- 3.2 If the Bidder, 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 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) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.
- 3.3 The Bidder(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 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) 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) could be revoked by the Principal if the Bidder(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) 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) 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 – PAYMENT CLAUSE

- 5.1 Payment term as per end customer **guideline on a back to back basis.**

SECTION 6 – COMPENSATION FOR DAMAGE

6.

- 6.1 If the Principal has disqualified the Bidder(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.
- 6.2 In addition to 6.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Bidders 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 7 – EQUAL TREATMENT OF ALL BIDDERS

- 7.1 The Principal will enter into Integrity Pact on all identical terms with Bidder and contractors for identical cases.
- 7.2 The Bidder(s) undertakes to get this signed by its authorized signatory along with the tender document/contract before signing the contract. The Bidder(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement.
- 7.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

SECTION 8 – CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)

- 8.1 If the Principal receives any information of conduct of a Bidder(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 9 – INDEPENDENT EXTERNAL MONITOR(S)

- 9.1 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.
- 9.2 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.
- 9.3 The Bidder(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Contractor(s). The Bidder(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 with confidentiality.
- 9.4 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 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.
- 9.5 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.
- 9.6 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.
- 9.7 The word '**Monitor**' would include both singular and plural.
- 9.8 Details of the Independent External Monitor appointed by the Principal at present is furnished below: -
- Shri Atul Jindal
3/10 Vishesh Khand
Gomtinagar, Lucknow- 2260100

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

SECTION 10 – FACILITATION OF INVESTIGATION

10.1 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) and the Bidder (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 11 – LAW AND JURISDICTION

11.1 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.

11.2 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 12 – PACT DURATION

12.1 This Pact begins when both the parties have legally signed it. It expires after 3 Years (Initially) +2 Year based on requirement of end customer on completion of the warranty/guarantee period of the project / work awarded, to the fullest satisfaction of the Principal.

12.2 If the Bidder(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Bidder(s).

12.3 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 13 – OTHER PROVISIONS

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

13.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.

13.3 If the Contractor(s) or a partnership, the pact must be signed by all Bidders and partners.

13.4 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.

13.5 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.

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

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

For PRINCIPAL

For BIDDER (S)

.....
Name-
Designation-

.....
Name-
Designation-

Witness

Witness

1).....

1).....



ANNEXURE -H

PROCEDURE FOR SUBMISSION OF E TENDER

The Bidders are required to submit soft copies of their bid electronically on the ITI e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the Bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the ITI e-Wizard Portal. For more information, Bidders may visit the ITI e-Wizard Portal <https://itilimited.ewizard.in>

1. Registration Process on ONLINE Portal

- a. Bidders to enroll on the e-Procurement module of the portal <https://itilimited.ewizard.in> by clicking on the link “Bidder Enrolment” as per portal norms.
- b. The Bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Wizard Portal.
- c. Bidders must provide the details of PAN number, registration details etc as applicable and submit the related documents. The user id will be activated only after submission of complete details. The activation process will take minimum 24 working hours. After completion of registration payment, you can also send your acknowledgement copy on our help desk mail id ewizardhelpdesk@gmail.com for activation of your account.
- d. Bidders to register upon enrolment their valid Digital Signature Certificate (DSC: Class III Certificates with signing key and encryption usage) issued by any Certifying Authority recognized by CCA India with their profile.
- e. A Bidder should register only one valid DSC. Please note that the Bidders are responsible to ensure that they do not lend their DSCs to others, which may lead to misuse. Foreign Bidders are advised to refer “DSC details for Foreign Bidders” for Digital Signature requirements on the portal.
- f. Bidder then logs in to the site through the secured login by entering their user ID/password and the password of the DSC / e-Token.

2. Tender Document Search

- a. Various built-in options are available in the e-Wizard Portal to facilitate Bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
- b. There is also an option of advanced search for tenders, wherein the Bidders may combine a number of search parameters such as organization name, a form of contract, location, date, other keywords, etc. to search for a tender published on the Online Portal.
- c. Once the Bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective ‘**Interested Tenders**’ folder. This would enable the Online Portal to intimate the Bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- d. The Bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

3. Bid Preparation

- a. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
- d. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/PNG, etc. formats. Documents in PDF format with maximum Five (5) Mb file can be uploaded.

4. Bid Submission

- a. Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b. The Bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c. Bidders must pay required payment (Form fee, EMD, Tender Processing Fee etc.) as mentioned before submitting the bid
- d. Bidder to select the payment option mode as specified in the Schedule (EMD/FORM FEE Section) to pay the form fee/ EMD wherever applicable and enter details of the instrument.
- e. A standard BoQ format has been provided with the tender document to be filled by all the Bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.
- f. The server time (which is displayed on the Bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the Bidders, the opening of bids, etc. The Bidders should follow this time during bid submission.
- g. All the documents being submitted by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- h. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- j. Kindly have all relevant documents in a single PDF file.
- k. The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.

5. Amendment of bid document

At any time prior to the deadline for submission of proposals, the institutions reserve the right to add/ modify/ delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all Bidders and will form part of the bid documents.

6. Instruction to Bidders

- a. Process for Bid submission through ITI Ewizard portal is explained in Bidder Manual.

Bidders are requested to download Bidder Manual from the home page of website (<https://itilttd.euniwizarde.com>). Steps are as follows:

(Home pg. \Rightarrow Downloads \Rightarrow Bidder Manuals).

- b. The tenders will be received online through portal <https://itilttd.euniwizarde.com>. In the Technical Bids, the Bidders are required to upload all the documents in pdf.Format.

Possession of Valid Class III Digital Signature Certificate (DSC) in the form of smart card/e- Token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://itilimited.ewizard.in>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available on the website <https://itilimited.ewizard.in>/under the link 'DSC help'.

Tenderers are advised to follow the instructions provided in the 'User Guide and FAQ' for the e- Submission of the bids online through the ITI e-Wizard Portal for e-Procurement at <https://itilimited.ewizard.in>

- c. The Bidder has to "**Request the tender**" to portal before the "**Date for Request tender document**", to participate in bid submission.
7. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
 8. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
 9. No deviation to the technical and commercial terms & conditions allowed.
 10. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bids.

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the 12x7 Helpdesk Support.

ANNEXURE -I

BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY DEPOSIT

Ref:

Date:

To

**ITI Limited, MSP-Delhi,
11th Floor, Core-1, SCOPE Minar,
Laxmi Nagar District Centre,
New Delhi - 110092**

As agreed under the relevant terms and conditions of Purchase Order Ref.

_____ Dated _____ (herein
after called the said Purchase Order) between M/s. ITI Limited, Scope Minar, Core – 1, Floor – 11th,
Laxmi Nagar District Centre, New Delhi, India (herein after called the Purchaser) and
M/s. _____ (herein after called the
Supplier)

for supply of _____, the Supplier here by agrees to furnish a Security Deposit against supply performance
by way of an

Irrevocable Bank Guarantee for Rs. _____ (Rupees.
_____). We

_____ (indicate the name of Bank) (hereinafter referred to as 'THE BANK' at the request of the Supplier do her
e by undertake to pay to the

Purchaser, an amount not exceeding Rs. _____ (Rupees.
_____)

) against any loss or damage caused to or suffered or would be caused to or suffered
by the Purchaser, by reasons or breach by the said Supplier of any of the terms or conditions
contained in the said Purchase Order.

We (indicate the name of the Bank) do hereby undertake to pay the amount due and payable under this
Guarantee without any demur, merely on a demand from the

Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or
suffered by the Purchaser, by reason of breach by the said Supplier of any of the terms and conditions
contained in the said Purchase Order or by reason of the Supplier's failure to perform the said

Purchase Order. Any such demand made on the Bank shall be conclusive
as regards the amount due and payable by the Bank under this Guarantee shall be restricted to an

amount not exceeding Rs. _____ (Rupees.
_____).

The Bank further agrees that the Purchaser shall be the sole judge as to whether the said Supplier has committed any breach or breaches of any of the terms and conditions of the contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser on account thereof, and the decision of the Purchaser that the said Supplier has committed such breach or breaches and as to the amount or amounts of loss, damage costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser from time to time shall be conclusive, final and binding on the Bank.

We undertake to pay to the Purchaser, any money so demanded notwithstanding any dispute or disputes raised by the Supplier in any suit or proceedings pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

It shall not be necessary for the Purchaser to proceed against the Supplier before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Purchaser may have obtained or obtains from the Supplier.

We _____ (indicate the name of Bank) further agree with the Purchaser, that the Purchaser shall have the fullest liberty without our consent and without effecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Purchase Order or to extend time of performance by the said Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Supplier and to for Bear or enforce any of the terms and conditions relating to the said Purchase Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to said Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser, to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.

We _____ (indicate the name of Bank) undertake not to revoke this Guarantee during its currency except with the previous written consent of the Purchaser, in writing.

Notwithstanding anything contained in the foregoing clauses, our liability under this guarantee is restricted to Rs. _____ (Rupees. _____) and our guarantee shall remain in force until _____ (Date of expiry of warranty period). Unless a demand is made against us to enforce a claim under this guarantee within three months from the date of expiry of warranty period, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

Date:
Place:

(Name & Designation of the Signatory/Bank Official)
For _____ (indicate the name of 02.)