



NOTICE INVITING EOI FOR

**Selection of consortium cum Back-End Partner for
Request for Qualification cum Proposal for “Supply of RFID readers for Logistics Data Bank
(LDB) Project in India”
Ref: ITI/MSP-Delhi/2024-25/LDB/RFID READERS**

ITI LIMITED

**(A Govt. of India Enterprise)
ITI Limited, MSP-Delhi, First Floor, Core 6,
Scope Complex, Lodi Road, New Delhi-110003
Telephone no.: +91 8800530411
website: <https://www.itiltd.in/>
Email: etenderiti_mspdli@itiltd.co.in
kiransingh_mspd@itiltd.co.in
CINNo: L32202KA1950GOI000640**

1. Introduction.

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

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

ITI Limited would like to address the tender for Selection of consortium cum Back-End Partner for
Request for Qualification cum Proposal for “Supply of RFID readers for Logistics Data Bank (LDB) Project in India”

In this connection ITI Limited, invites sealed Expression of Interest (EOI) from eligible bidders for addressing the above tender opportunity and implementing the project as per their scope of work finalized with ITI.

2. Important Dates.

Date of EOI Upload	17.01.2025
Due Date for EOI Submission	21.01.2025 upto 11.00 AM
Pre Empanelment Queries/Pre Bid meeting	NO
ITI Contact Person	Mrs. Kiran Rani AGM (Marketing & Purchase) Mob : +91 8800530411 https://www.italtd.in e-mail: etenderiti_mspdli@italtd.co.in Helpdesk: 1. Prashant Kumar, DGM-NT; +91-99100-48364 e-mail: prashant_rodel@italtd.co.in
Tender Fee	INR 2360/- Including GST (Non-Refundable)
EMD	21,00,000 (INR Twenty-One Lakh)
Tender Value	Approx. Rs. 10.50 Cr
PBG/Security Deposit	As mentioned in Customer’s RFP + 1 month
Bid Validity	As mentioned in Customer’s RFP + 1 month
The Bank Details of ITI Limited for NEFT/RTGS/Net Banking :	The Bank Details of ITI Limited for NEFT/RTGS/Net Banking is as below: Online RTGS/ NEFT

	Bank: Bank of Baroda, KG Marg MICR: 110012021 IFSC: BARB0CURZON A/C No.: 06230500000010
Mode of submission	Thru ITI e-tender portal https://itilimited.ewizard.in/ .

3. Tender Scope of work & Technical compliance:

As per RFP No. Reference Number: GEM/2024/B/5698881: **Request for Proposal for Request for Qualification cum Proposal For “Supply of RFID readers for Logistics Data Bank (LDB) Project in India” Available on <https://bidplus.gem.gov.in/all-bids#page-3>**

4. Instruction to Bidders

The bidders are required to submit soft copies of their bid electronically on the 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 e-Wizard Portal. For more information, bidders may visit the Portal (<https://itilimited.euniwizarde.com>).

1. REGISTRATION PROCESS ON ONLINE PORTAL:

Bidders to enroll on the e-Procurement module of the portal <https://itilimited.ewizard.in/> by clicking on the link “Bidder Enrolment”.

- 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. This would be used for any communication from the e-Wizard Portal.
- Bidders to register upon enrolment, with their valid Digital Signature Certificate (Class III Certificates with signing and Encryption key) issued by any Certifying Authority recognized by CCA India with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- After registration send mail to Helpdesk: helpdeskeuniwizarde@gmail.com for Account activation.
- As per portal norms Registration Fee will be applicable.

2. TENDER DOCUMENTS SEARCH:

- Various built-in options are available in the e-Wizard Portal like Department name, Tender category, estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.
- 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.
- The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

5. 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/XLSX/PNG, etc. formats.

6. 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 to note that they should necessarily submit their financial bids in the prescribed format given by department and no other format is acceptable.
- d) 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.
- e) 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.
- f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g) 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.
- h) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.
- i) As per portal norms Tender Processing Fee will be applicable.

7. AMENDMENT OF BID DOCUMENT:

At any time prior to the deadline for submission of proposals, the department 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.

8. ASSISTANCE TO BIDDERS:

- a) 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.
- b) Any queries relating to the process of online bid submission or queries relating to e- Wizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 8448288994/86/87/89/88/81/90/92/82 011-49606060, 07903269552, 9355030608, 9055030613,

7903810198, 9355030606, 9315620706, 9355030623, 9355030628, 8800526452, 9205898228, 9122643040, 9355030604, eprochelpdesk.01@gmail.com, eprochelpdesk.44@gmail.com, eprochelpdesk.06@gmail.com.

- c) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).
- d) The bid should be submitted through e-Wizard portal (<https://itilimited.ewizard.in/>) only.
- e) All payments should be done through e-Wizard Payment gateway.

5(i)	Eligibility Criteria of Applicants
a	<p>Company Profile: The Bidder shall be a Company incorporated /registered in India under Companies Act 1956/2013/ proprietorship/ partnership firm/ Limited Liability Partnership (LLP) and should be in operations continuously for at least 5 years as on the last date of submission of bid.</p>
b	<p>(i) The Bidder must have positive net worth during the last three financial years (i.e., 2021-22,2022-23 & 2023-24). (ii) Applicant shall have an average annual turnover of at least INR 25 million or equivalent in US Dollars for last three financial years (2021-22, 2022-23 and 2023-24). (iii) The Bidder shall submit copy of Audited financial statements for last Three years by certified CA.</p>
c	<p>Projects Experience in the area of specialization /interest</p> <p>The applicant as prime supplier should have supplied to minimum of 2 different clients in last 5 years from the infrastructure and/or Transportation sector. The applicant should have supplied at least 50 RFID readers for outdoor usage in the last 5 years.</p>
d	<p>The bidder should not have been blacklisted or debarred by any Pvt Ltd/State / Central Government or their agencies or Public Sector Undertakings (PSUs) as on bid submission date for corrupt, fraudulent or any other unethical business practices or for any other reason. Undertaking as per the format attached in Annexure-I duly signed by authorized signatory of bidder.</p>
e	<p>Undertaking for willingness to work with ITI as per customer tender/EOI etc. terms and conditions</p>
f	<p>EMD (Back to Back Basis):</p>
g	<p>Undertaking expressing willingness to sign agreement with ITI.</p>
h	<p>Consortium is not allowed</p>
i	<p>Bidder shall provide valid OEM Authorization Certificates for all the products quoted as well as certify that the proposed product is not declared end of sale.</p> <p>The applicant should have a back-end support agreement/arrangement for services and supports including supply of spares parts etc. with the Original Equipment Manufacturers (OEMs). The OEM should have their own service/support/authorized center across India at</p>

		least for the last 5 years.	
	j	The Original Equipment Manufacturer of the readers (OEM) proposed by the supplier should be ISO 9001:2000 Process Certified for manufacturing. Relevant Certifications including ISO 9001:2000 of Contract Manufacturers may be considered along with proof of such contract manufacturing outsource by the OEM. OEM must ensure the required supply should be done by the selected contract manufacturer only as per customer RFP.	
	k	The applicant should have the original Manufacturers Authorization From (MAF) provided by the original equipment manufacturer (OEM) of the proposed readers, antennas and related accessories to submit the technical and financial proposals related to their products as a response to this customer RFP.	
5(ii)		General : Provide Compliance for the following	YES/NO
	a	All activities like Proof of concept on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of bidders	
	b	Bidder should be willing to impart required training during undertaking services & execution of project (if applicable)	
	c	Bidder should be willing to sign an exclusive agreement with ITI for smooth execution of the project and all commercial terms will be as per the customer Tender/PO on back-to-back basis.	
	d	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.	
	e	LD Clause: LD shall be as per ITI Clauses (@ 0.5% of order value per week or part thereof subject to a maximum of 10% of the undelivered portion/ the order value (if the item(s) cannot be used unless full supply is made) or to cancel the order and purchase the materials from alternative source at the risk and cost of the supplier) OR as per the customer PO/tender clause whichever is higher.	
	f	Payment Terms: a) Payment terms will be as per back to back basis. b) Payment to the vendor shall be done after deduction of all i. LD/recoveries imposed by customer (if any) ii. ITI's margin	

	g	The bidder shall give an undertaking for the following: a. To extend a fully back-to-back partnership b. To support ITI and bid in this tender with ITI as lead bidder c. To support ITI for preparation of the tender, post bid clarifications, technical presentations and any other requirements as per tender.	
	h	Delivery Schedule: Delivery Schedule as per the customer Tender/ PO on back-to-back basis.(if applicable)	
	i	The Total duration of the Services will be 2+3 years (extendable based on requirement and mutual agreement) from the date of signing of agreement by both the parties.	
	j	Bidder will be responsible for any shortcoming in the BOM and the same should be rectified free of cost	
	k	ITI reserves the rights to split the balance orders (after taking out the ITI portion) in 70%: 30% ratio between H1 and H2 (Highest margin bidders) for speeding up the work, provided H2 bidder matches H1 margins offered, and wherever technically feasible. (Not Applicable for this EOI)	
	l	Bidder should not be insolvent (Self Declaration).	
5(iii)		Checklist of documents/information to be submitted:	
	a	Company Profile	
	b	Certificate of Incorporation a per clause 5(i)(a)	
	c	Memorandum & Articles of Association	
	d	Audited financial statements for the last 3 years (FY 2021-22, 2022-23 & 2023-24),	
	e	GST Registration Certificate	
	f	Copy of PAN Card	
	g	CIN (Corporate Identity Number), if applicable	
	h	Any other relevant registration documents on registration with other appropriate authorities (ESI, EPFO, etc.)	

i	Authorization letter in the company letterhead authorizing the person signing the bid for this EOI and Power of Attorney (POA)
j	Undertaking in letter head to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.
k	Undertakings in Company letter head as per Annexure I
l	Bidders Details as per Annexure II
m	Clause by clause compliance of EOI terms with references to supporting documents as per Annexure III
n	Pre-Contract Integrity Pact as per Annexure-V a) "Bidders participating in the EOI have to agree to sign Integrity Pact on placement of order / contract" b) "Those bidders who are not willing to sign Integrity Pact will not be considered for bid opening"
o	The bidder should give an undertaking on the company's letterhead that all the documents/certificates/information submitted by them against this EOI are genuine.
p	Bidder shall submit technical data sheet by highlighting each complied specification. Wherever technical specifications and operational/functional requirements not mentioned in datasheet, OEM compliance shall be submitted.
q	Work order / Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order; AND Completion / Commission Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead.
r	Complete EOI and customer tender document duly signed and stamped on each page by the bidder be uploaded.
s	Conditional bids will not be entertained and summarily rejected. Only online bids on https://itilimited.euniwizarde.in portal will be accepted and no physical bids will be accepted.
t	ITI Empanelment certificate from any unit of ITI Limited is mandatory.
5(iv)	Financial Bid:
	Model-I : A- Lump sum Quote for supply and service items as per Schedule of Requirements (SoR) and Scope of Work (SoW) in INR (without Taxes) B- Margin to ITI as a percentage of A C - Absolute value of Margin = A*B

		<p>D- Overall Quoted price=A-C</p> <ul style="list-style-type: none"> • During evaluation bidders with least “D” will be considered as L1 • The bid having higher value of “B” will be selected in case of tied D • If the bidder is selected, during the final tender submission, the price to be quoted shall not be more than price “A” and the margin offered to ITI shall not be less than “B” <p>SoR & So Was per Tender document and all clarifications & Amendments/Corrigendum</p>
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09. Special Conditions of EOI:

- a. No advance will be paid to the bidder, even though ITI is eligible to get advance from the customer being a front end bidder.
- b. The selected bidder, who has partnered with ITI for a particular tender/ project shall not partner with any other lead bidder for the same tender/project
- c. If the bidder is selected, during the final tender submission, the margin offered to ITI shall not be less than the quoted price.

10. Special Conditions of EOI:

- a. No advance will be paid to the bidder, even though ITI is eligible to get advance from the customer being a front end bidder.
- b. The selected bidder, who has partnered with ITI for a particular tender/ project shall not partner with any other lead bidder for the same tender/project
- c. If the bidder is selected, during the final tender submission, the margin offered to ITI shall not be less than the quoted price.
- d. The estimated project amount stated in this document is provisional and subject to revision during the actual bidding process. Consequently, the bidder's quoted amount may also fluctuate (increase or decrease).
- e. The work order for the actual RFP will be awarded based on the ratio of the bidder's quoted amount to the revised estimated project value, as compared to the initial estimated value stated in this document."

11. Other Terms and conditions:

1. Confidentiality

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

12. Transparency

All procuring authorities are responsible and accountable to ensure transparency, fairness, equality, competition and appeal rights. This involves simultaneous, symmetric and unrestricted dissemination of information to all likely bidders, sufficient for them to know and understand the availability of bidding opportunities and actual means, processes and time limits prescribed for completion of registration of bidders, bidding, evaluation, grievance redressal, award and management of contracts.

It implies that such officers must ensure that there is consistency, predictability, clarity, openness, equal opportunities in processes.

13. Fall Clause:

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

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

- i. Export/Deemed Export by the supplier;
- ii. Sale of goods or services as original equipment prices lower than the price charged for normal replacement;
- iii. Sale of goods such as drugs, which have expiry date;
- iv. Sale of goods or services at lower price on or after the date of completion of sale/placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodies.

14. Price Variation

A suitable price variation formula should also be provided in the tender documents, to calculate the price variation between the base level and scheduled delivery date.

15. Risk Purchase

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

16. Indemnity:

The empanelled partner to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer. LD/ Penalties incurred on account of delay in supply, product failure during warranty if any and deficiency in Warranty and AMC services attributable to the partner shall be borne by the partner All terms and conditions of the customer tender/PO will be applicable to the empanelled partner on back to back basis without affecting the margin of ITI.

17. Arbitration:

Any dispute arising out of this EOI shall be settled and resolved by any such Authorized person appointed by Chairman and Managing Director of ITI Limited.

18. Set Off:

Any Sum of money due and payable to the supplier under this contract may be appropriated by the purchaser or any other person contracting through the ITI and set off the same against any claim of the purchaser for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the purchaser.

19. The interested partner may like to discuss the customer tender related information, EOI Bidding Conditions, Bidding Process and clarifications, if any with the Deputy General Manager-Marketing

20. Intellectual Property Rights:

- i. All deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the contractor under this contract shall become and remain the property of the procuring entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without: the procuring entity's prior written consent.
- ii. The contractor shall, not later than upon termination or expiration of this contract, deliver all such documents and software to the procuring entity, together with a detailed inventory thereof.
- iii. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.

21. Language of offers:

The offers prepared by the Company and all the correspondences and documents relating to the offers exchanged by the companies shall be written in English language.

22. In the event that ITI is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the bidder selected partner/OEM at latter's cost and expenditure.

23. Cost of EOI:

The bidder shall bear all costs associated with the preparation and submission of his offer against this EOI, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI. ITI will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.

24. Purchaser's Right to accept any bid and to reject any or All Bids or to cancel the EOI: ITI Limited reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

25. Amendment of EOI:

At any time prior to the last date for receipt of offers, ITI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their offers, ITI may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for EOI.

26. Disclaimer:

ITI and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI and/or any of its officers, employees.

27. Accessibility of EOI Document:

Complete EoI document with terms and conditions is provided in the following websites

- (i) <http://www.itiltd.in>
- (ii) <https://itilimited.euniwizarde.in>
- (iii) <http://eprocure.gov.in>.

Annexure-I

Undertakings (To be in Bidder's Letter Head)

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

1. Are not blacklisted by Central Govt./ any State or UP Govt/ PSU/ organized sector in India
2. To work with ITI as per this EOI and Customer Tender terms and conditions. Also,we agree to implement the project (scope of work as per Tender terms and conditions including investment) covering Warranty& post-warranty services, maintenance etc, in the event of ITI winning the contract on back-to- back basis.
3. To submit Security Deposit of 5% per transaction to customer/ITI (as decided by ITI),
4. that we will be equipped with the required manpower with qualifications, certifications and experience as mentioned in the customer tender.
5. to get required certificate& support (warranty & post-warranty/maintenance) in the name of ITI from the OEM as per customer tender requirement.
6. To obtain relevant statutory licenses for operational activities.
7. to sign MoU/Teaming Agreement, Integrity Pact with ITI for addressing the customer tender as per customer's tender terms and conditions.
8. to indemnify ITI from any claims / penalties/ statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
9. to support the offered equipment for a minimum period of 10 years including warranty and AMC or as per customer tender conditions.

- 10. To supply equipment/components which conform to the latest yearof manufacture.
- 11. The bidder should give certificate stating that all the hardware/ software supplied under the contract shall not contain any embedded malicious codes that could inhibit the desired functions of the equipment or cause the network to malfunction in any manner.

Annexure-II

Bidders Profile

1.	Name and address of the company			
2.	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site)			
3.	Area of business			
4.	Annual Turnover for financial years (Rs in Cr)	2021-22	2022-23	2023-24
5.	IT Turnover for 3 financial years (Rs in Cr)	2021-22	2022-23	2023-24
6.	Positive Net Worth as on 31.03.2024			
7.	Date of Incorporation,			
8.	GST Registration number			
9.	PAN Number			
10.	CIN Number, if applicable			
11.	Number of manpower in company’s rolls			
12.	Work Experience details: Annexure IV			
13.	Certifications details like, CMM LV-3, ISO, etc.			

14	ITI Empanelment Certificate details (Copy should be attached)	
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Annexure-III

Compliance Statement

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

Annexure- IV

Project Experience:

S.No	Name of project	Value	Name of customer	Attached Proof	Documentary

Annexure - V

INTEGRITY PACT

EOI No.

THIS Integrity Pact is made on.....day of 2024 .

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 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 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

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

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

- b. The Principal will, during the EOI process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the EOI process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/ additional information through which the bidder(s) could obtain an advantage in relation to the EOI process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons. If the principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Actor if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER / CONTRACTOR

- 2.1 The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the EOI process and during the execution of the contract.
- a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the EOI process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever (during the EOI process or during the execution of the contract).
 - b. The bidder(s)/contractor(s) will not enter with other bidders/ contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign original shall disclose the name and address of the Agents /representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder(s) f Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
 - g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

SECTION 3 – DISQUALIFICATION FROM EOI PROCESS & EXCLUSION FROM FUTURE

CONTRACTS

If the Bidder(s)/Contractor(s), during EOI process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/Contractor(s) from the EOI process.

If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future EOI/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

The Bidder(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack if any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.

A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that based on facts available there are no material doubts.

The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however the Bidder(s)/Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.

On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not entitled for any compensation on this account.

Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/Contractor(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

SECTION 4 – PREVIOUS TRANSGRESSION

4.1 The Bidder(s)/ Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/ transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the EOI process.

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

SECTION 5 – COMPENSATION FOR DAMAGE

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

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

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

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

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

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

- 8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

Details of IEM appointed by ITI are as under:

Name: Shri Atul Jindal IFS (Retd.),
Independent External Monitor (IEM)
Address- 3/10 VisheshKhand Opp. Little Friend School Gomti Nagar,
Lucknow-226010(UP)
E-mail: atulindia1947@gmail.com

IEM - II
Name: Shri Benny John, IRS (Retd.),

Address: Villa No. 36, Kent Plam Villas Fort Valley Township, Athani,
Kakkanad, Ernakulam, Kerala – 682 030

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

SECTION 9 - FACILITATION OF INVESTIGATION

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

SECTION 10 - LAW AND JURISDICTION

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

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

SECTION 11 – PACT DURATION

This Pact begins when both the parties have legally signed it. It expires after 1 year on completion of the warranty/ guarantee period of the project /work awarded, to the fullest satisfaction of the Principal.

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

If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

SECTION 12 - OTHER PROVISIONS

12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate office of the Principal at Bangalore.

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

12.3 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.

12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions

12.3 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with interpretation thereof shall not be subject to any Arbitration.

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

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

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

.....

Name Designation

Name Designation

Witness

1.

1.

2.

2.