

Notice Inviting EoI for Selection of Partners for addressing e-Procurement business

Ref: MSPD/MKTG/Empanelment/2025-26

Date: 05.09.2025



ITI Limited

(A Govt. of India Enterprise)

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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. ITI Limited has a pan India business footprint supported by the network of its Manufacturing units & MSP (Marketing, Services and Project) units at various locations.

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 LIMITED has diversified its operation and has been executing projects in the field of Smart Infrastructure, Bharatnet etc. ITI LIMITED has been executing projects in latest technologies like GPON, OLT, ONT, OFC, HDPE, Solar, 4G LTE etc.

ITI LTD intends to provide service of on-line **E-procurement Plat form**. The services will be targeted to all prospective customers needing procurement of Goods & Services using E-tendering procurement methods having specific focus on Government customers and SMEs. Towards this business opportunity, ITI LTD invites sealed Expressions of Interest (EOI) from eligible bidders (“ASP/SI/OEMs”). This EOI is being issued with no financial commitment and the response to this EOI shall not be assumed as mandatory short listing of the partner for this service.

The interested bidders / parties shall work with ITI LTD for addressing the Enquiries/Tenders floated by prospective customers and implementing the customers’ project in the event of ITI LTD winning the contract.

2. Important Dates

Date of EOI Upload	05.09.2025 or After Approval
Due Date for EOI Submission	29-09-2025 11:00 AM
Pre Empanelment Queries	Can be sent by email by 20.09.2025
Tender Fee	Rs. 5900/- + GST (Non- Refundable)
EMD	Rs. 2.5 Lakhs
ITI LIMITED Contact Person	Mr. Prashant Kumar DGM, MSP-Delhi Mob: +91-99100-48364 https://www.itiltd.in e-mail: etenderiti_mspdli@itiltd.co.in Helpdesk:

	Ashok Saini, Manager,MSP-Delhi; Mob: +91-9426052451 e-mail: aksaini_nsu@itiltd.co.in
Mode of submission	On ewizard portal

3. Scope of Work

The scope of work includes **eprocurement** and associated activities as per forthcoming business opportunities. The empaneled vendors are encouraged to bring business opportunities in this domains.

The complete project scope, responsibilities and technical specifications will be as per the customer tender. The empaneled partner will be informed about the available opportunities. Their willingness to support ITI LIMITED for the particular customer requirement along with compliance and prices shall be submitted online on case to case basis.

Project specific MOU/teaming agreements will be signed with the selected partner by the concerned department of ITI LIMITED who are handling the specific project/tender.

1	Technical Bid	
1(i)	Scope of Work	<p>ITI Limited's responsibility shall be a) Front ending with customers and b) Overall project monitoring. The rest of the project responsibilities shall be with the selected ASP/Partner.</p> <p>The scope of work covers business development, Planning, implementation, training, management and support of on-line e-tendering Platform service.</p> <p>The solution necessarily needs to have the services of e-Tendering, e-Forward Auction, e-Reverse auction and related services as per the demands of the customers The facilities can be on site (dedicated) or be offered as a pay-as-you-use service.</p>
2(i)	Eligibility Criteria of Applicants	
	A	The Bidder must be a company, Partnership firms, Proprietorship and HUF in India, registered under the Companies Act 1956 or 2013 and CMMI level-3 , ISO 9001:2015, 27001: 2022, if applicable.
	B	The bidder shall be a company having an average annual turnover of at least Rs. 7 Crore during last 3 financial years, out of which minimum Rs 6 Cr must be from the business of providing e-Procurement services. The Bidder should have a positive Net Worth during last three financial years
	C	The bidder should also have an experience of providing e-procurement/ e-tendering services for at least 10 Government Departments/PSUs successfully, out of which 2 must have p a n India operation to having an experience of providing e-procurement/ e-tendering services for at least 5 Government Departments/PSUs successfully and 5 in reputed Pvt. organizations, out of which 2 must have pan India operation.

	D	<p>Bidder should not have been blacklisted, debarred or to be in holiday period, contract terminated prematurely for failure to comply with terms & conditions, to , EMD/PBG/security deposit forfeited or adjusted against any damages or compensation payable by any Govt. of India/State Government/Central PSU in respect of supply/ provision of proprietary of e-Tendering/e-Auction system as on date of issue of tender in past. (Notarized Self-Declaration on Rs.100 stamp paper)</p> <p>An FIR and court case should not have been registered on bidders for any malpractices or security breach in the e-procurement/e-Auction system by any government agency. (Notarized self-declaration on Rs. 100 stamp paper to be submitted)</p>
	E	The current partner who is providing the existing service is eligible for this bid irrespective these eligibility criteria.
	F	The partners who have been engaged with ITI limited in past for the above services of eProcurement/e-Auction, but unable to generate any lead or business to ITI Limited is not eligible to bid.
	G	The Bidders must not have filed any legal case to ITI Limited in the past.
	H	Agree to work with ITI LTD on back-to-back terms as per customer's tender / commercial requirements.
	I	The software to be used in the project shall be owned by the partner.
	J	The software to be supplied for different customers based on their requirement shall be modular in nature and integration shall be ensured wherever required.
	K	Bidders quoting must have valid STQC certificate.
	L	The system should be hosted on servers in India.
	M	All Government rules and Statutory guidelines as applicable to the above business, needs to be followed by the selected bidder.
	N	The Bidder must agree to sign MoU with ITI Limited if selected as partner
	O	Since the e-Procurement business needs high level of confidentiality & secrecy, high commercial interests being at stake, the partner should adopt all procedures & methods to maintain the integrity of same. In case of any incident/complaint of breach / leakage of information/data by any client/customer/vendor, the partner shall be wholly responsible and would indemnify ITI Limited from any losses or damages on this account.
2(ii)	Checklist of documents/information to be submitted:	
	a	Company Profile
	b	The bidder needs to be a registered and incorporated Company in India under company's act 1956/2013 for at least last 3 (three) years and has to submit Certificate of Incorporation

	c	Memorandum & Articles of Association
	d	Audited financial statements for the last 3 financial Years (2021-24).
	f	PO /Client certificates shall be submitted for proof of experience as per clause 2(i)c and CA certificate for client billing
	g	Undertaking by the bidder shall be submitted as per clause c d, e, f, g,h,j,k,l,m, n,o of 2(i)
	h	Documentary Proof as per clause 2(i)i i.e Copy of STQC Certificate
	i	GST Registration Certificate or valid exemption certificate
	j	Copy of PAN Card.
	k	CIN (Corporate Identity Number),as applicable
	l	Self-certified document that the bidder has not been blacklisted or to be on holiday list from doing business/ineligible to participate for bidding by any state /Central Govt. or PSU from participating in government project due to security reasons during last five financial years.
	m	Authorization letter on the company letter head authorizing the person signing the bid for this EoI.
	n	Undertaking on letter head as per Annexure I
	o	Bidders Details as per Annexure II
	p	Clause by clause compliance of EoI terms with references to supporting documents as per Annexure III
	q	Pre-Contract Integrity Pact as per Annexure-V
	r	Brief technical literature of the offered Service/equipment/Platform
2(iii)	General	Need to provide compliance to the following clauses
	a	All activities like Proof of concept on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of agency
	b	The successful bidder would be obliged to impart necessary training to ITI Ltd; Personnel as and when asked for so as to enable them to undertake, monitor the services and converse with the customer(s) during the execution of project/agreement.
	c	The bidder will be responsible for any short coming in the Solution and the same should be rectified free of cost without any delay.
	d	The bidder should be willing to sign an agreement with ITI LTD.
	e	An undertaking shall be provided by the bidder that all Govt. rules/ Statutory guidelines as applicable needs to be followed.
	f	During execution of business, Earnest Money Deposit (EMD) / Bid security, as applicable, required for submitting the bid to the prospective customers will be borne by the partner on back to back basis.
	g	During execution of business, Performance Bank Guarantee (PBG) to be submitted to the customer will be borne by the Partner.

II	Financial Bid	
	a	<p>Consolidated margin offered in percentage (%) on ITI LTD billing value (excluding taxes) and also on any amount collected such as registration fee and charges for participation in the on-line e-Procurement tendering process from the Vendors, for the order secured through direct proposals and through tendering process needs to be submitted in a separate sealed cover mentioning Financial Bid.</p> <p>Margin offered shall be firm throughout the contract.</p> <p>Payment to the ASP shall be made after deducting the offered margin and the statutory taxes payable to the Govt. Penalties if any, as levied by the customer will be to the ASP account.</p> <p>Payment to the ASP/Partner will be made only after receiving payment from the Customer.</p> <p>An Undertaking shall be submitted by the ASP/Partner to indemnify ITI LTD from any claims /penalties / statutory charges /Legal Issues/Liquidated damages / legal expenses, etc. emanating in the discharge of intended services.</p> <p>Format of the Financial bid is at Annexure-IV (to be submitted in a separate envelop as described above)</p>

2 (iv) Gen eral	Please provide compliance for the following clauses	
1	ITI LIMITED reserves the right to quote & supply ITI LIMITED manufactured products (in full or partial quantity) if BOM of Tender/Project contains ITI LIMITED manufactured products.	
2	ITI LIMITED reserves the right to undertake the supplies up to 50% of the order quantity.	
3	ITI LIMITED reserves the right to undertake services likes installation and commissioning activities, Annual Maintenance Contract (AMC) etc. up to 50%	
4	All activities like Proof of concept/demo on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of bidders	

5	Bidder should be willing to impart required training to ITI LIMITED engineers for undertaking services & execution of project
6	Bidder will be responsible for any shortcoming in the BOM and the same should be rectified free of cost
7	<i>Bidder should be willing to provide ToT for manufacture of offered products in ITI LIMITED if the bidder is an OEM. Bidder/OEM shall give an undertaking for doing contract manufacturing of their proposed product at ITI LIMITED manufacturing plant.</i>
8	Bidder should be willing to sign an exclusive agreement with ITI LIMITED for smooth execution of the project
9	All commercial terms will be as per the customer Tender/PO.
10	Earnest Money Deposit (EMD) / Bid Security required for submitting the bid will be borne by the selected bidder. <ul style="list-style-type: none"> • EMD shall not carry interest • EMD to remain valid for a period of forty five days beyond the final bid validity period as per customer tender
11	Performance Bank Guarantee: PBG as per the customer Terms & Conditions <ul style="list-style-type: none"> • PBG to be submitted by successful bidder who is awarded the PO for a percentage of PO as per the customer tender. • PBG shall be valid till 6 months after the completion of warranty obligations with a claim period of 12 months from the date of expiry of BG • If the PBG validity is going to expire before completion of project (ie; before obtaining NOC/Commissioning Certificate), it will be obligatory on empaneled partner part to extend the PBG validity period accordingly
12	Delivery Schedule: <ul style="list-style-type: none"> • Delivery Schedule as per the end customer Tender/ PO on back to back basis • Period of execution shall be in line with the end customer • The project I&C will be considered as completed after obtaining NOC/Commissioning Certificate from the end customer. Further Warranty/AMC shall be supported as per end customer.
13	LD Clause: LD shall be as per ITI LIMITED Clauses (<i>@ 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</i>) OR as per the end customer PO/Tender clause whichever is higher.

14	<p>Payment Terms:</p> <ol style="list-style-type: none"> a. Payment terms will be as per end customer tender/PO and will be done on back-to-back basis, preferably through an Escrow account on back-to-back basis if required. b. Payment to the empaneled partner shall be done after deduction of all <ol style="list-style-type: none"> i. LD/recoveries imposed by end customer (if any), and ii. ITI LIMITED's margin & statutory dues <p>If there is any issue, empaneled partner have to write to ITI LIMITED with all the explanation & supporting documents.</p>
15	<p>The bidder shall give an undertaking for the following:</p> <ol style="list-style-type: none"> a. To extend a fully back to back partnership (as per scope of work of EOI / Opportunity) exclusively with ITI LIMITED for that project. b. To support ITI LIMITED as a backend partner and bid as per end customer requirement. c. To support ITI LIMITED for preparation of the tender, post bid clarifications, technical presentations and any other requirements as per end customer requirement. d. To make all arrangements and carry out Proof of Concept (PoC) at bidder's cost e. To submit Bid Security by the successful bidder i.e. after the selection of back to back partner for a particular business opportunity, in the form of Bank Guarantee & PBG as decided by ITI LIMITED on fully back to back basis. If the selected empaneled partner does not submit the required Bid security to ITI LIMITED before the customer tender due date, the partner will not be considered for the future tenders.
	<ol style="list-style-type: none"> g. To procure the items from ITI LIMITED that are in the manufacturing range of ITI LIMITED.

4. Terms & Conditions of Empanelment:

- a) The existing e tender/e auction business will be executed by selected bidder(if customer agrees to shift to new portal) on customer & ITI existing terms and conditions for the business.
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- b) The responsibility of exploring the opportunity, bringing/designing solution, hardware, software and managing the same will lie with the ITI LIMITED partners.
- c) Empanelment is for individual companies and no consortium empanelment will be considered.
- d) The empaneled partner, who has partnered with ITI LIMITED for a particular tender/ project shall not partner with any other lead bidder for the same tender/project or address the tender/project on its own.
- e) No advance will be paid to the back-to-back partner, even though ITI LIMITED is eligible to get advance from the customer being a front end bidder. Payment to the successful bidder shall be made after deducting the offered margin and the statutory taxes payable to the Govt (Penalties if any levied by the customer will be passed on to the Successful bidder), only after the receipt of payment from the customer.
- f) Margin offered should be firm throughout the contract irrespective of reason, what so ever, including the exchange rate fluctuation.
- g) EMD : Along with the offer against this EoI, the Bidder should provide a EMD of Rs 5,00,000 (Rupees Five lakh only). The offers without EMD shall not be considered and shall be summarily rejected.
- h) A Performance Bank Guarantee (PBG) of Rs 10,00,000 (Rupees Ten Lakh only) valid for 3 years shall be submitted by the Partner before signing of MoU.
- i) **The process of evaluation will be as below:**
All the bids will be scrutinized for turnover and experience. The PO copies/experience certificates submitted by the vendors will be cross verified with the issuing authorities/clients. After due evaluation the vendor will be empaneled.

The services of the empaneled vendors will be utilized by the ROs/MSPs when they wish to address any tenders based on their area of expertise. For addressing a particular tender, the ROs/MSPs will be asking compliance for the tender, EMD and financial bid from the empaneled partners.

SoR & SoW as per Tender document and all clarifications & Amendments/ Corrigendum

Note:

1. Bid offered should be valid for a period of 180 Days from the date of 33ing of EOI response.
 2. Conditional offers are liable for rejection.
 3. Companies interested to associate with ITI Ltd for this empanelment shall have specialization and
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experience in Supply, Installation and maintenance of Telecom/IT projects. The details of the projects executed by the company shall be given in the EOI response.

4. ITI LIMITED will not consider any or all of the bids if they are not meeting EOI requirements.
5. The EOI will be cancelled by ITI LIMITED at any point of time without assigning any reason
6. Any company/Establishment/Entrepreneur who is interested and meets the eligibility conditions may submit its proposal by email on any working day. ITI Ltd will examine the proposal and decide on case to case basis, the request for empanelment. ITI Ltd would, however, reserve the right of periodic review of the entire policy or any elements thereof based on its business needs.
7. Nothing in this EOI would restrict ITI Ltd to invite separate bids and offers for any goods and services. This EOI is only to facilitate a method of business and would not be restrictive in any manner to ITI LIMITED or any of its associates to do business.
8. ITI LIMITED may at its discretion reject any offers received for empanelment without assigning any reasons.
9. This EOI will be available on ITI LIMITED Ltd website: “<http://www.itiltld.in/> ” under its Tender/EOI Section and CPP portal.

7. Other Terms and conditions:

1. Confidentiality

- 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.
- 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.

2. 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.

3. **Indemnity:** The empaneled partner to indemnify ITI LIMITED 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
 4. All terms and conditions of the customer tender/PO will be applicable to the empaneled partner on back to back basis without affecting the margin of ITI LIMITED.
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5. Arbitration:

- In case amicable settlement is not reached in the event of any dispute of difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the contractor in any manner touching upon the contract, such dispute or difference shall (Except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by ITI LIMITED.
- The award of the arbitrator shall be binding upon the parties to the dispute.
- Subject as aforesaid, the provisions of Arbitration and reconciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to arbitration proceedings under this clause. The cost of arbitration shall be borne equally by both the parties.
- Work under the contract shall be continued during the arbitration proceedings.
- Failure to comply with any of the above conditions can result in termination of the contract, forfeiture of the security deposit, penalty as may be decided by ITI LIMITED and future blacklisting of the contractor.
- The arbitration location will be at Bengaluru

6. **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 LIMITED 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.

7. The interested partner may like to discuss the customer tender related information, EOI Bidding Conditions, Bidding Process and clarifications, if any with the Chief Manager- Mktg

8. Intellectual Property Rights:

- 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.
- 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.
- The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.

9. **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.

10. In the event that ITI LIMITED is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the system integrator at latter's cost and expenditure.
 11. **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 LIMITED. ITI LIMITED will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.
 12. **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.
 13. **Amendment of EOI:** At any time prior to the last date for receipt of offers, ITI LIMITED, 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 LIMITED 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.
 14. **Disclaimer:** ITI LIMITED 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 LIMITED and/or any of its officers, employees.
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Undertakings (To be in Bidder's Letter Head)

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

1. to work with ITI LIMITED 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 LIMITED winning the contract on back-to- back basis.
 2. to submit EMD in the form of bid security and Performance Bank Guarantee (... % of contract value) to customer/ITI LIMITED (as decided by ITI LIMITED), as per the Customer Tender terms & conditions.
 3. that we will be equipped with the required manpower with qualifications, certifications and experience as mentioned in the customer tender.
 4. to get required certificate& support (warranty & post-warranty/maintenance) in the name of ITI LIMITED from the OEM as per customer tender requirement.
 5. to obtain relevant statutory licenses for operational activities.
 6. to sign MoU/Teaming Agreement, Integrity Pact with ITI LIMITED for addressing the customer tender as per customer's tender terms and conditions.
 7. to indemnify ITI LIMITED from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
 8. 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.
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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.	Indicate the area of specialization interested in (as per the Annex-V) :			
13.	Work Experience details:			

Annexure-III**Compliance Statement**

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

Note: Bidders are requested to comply every clause as per EOI. The relevant supporting documents need to be referred with respective clauses mentioned.

Financial bid format
<Letter Head>

Ref :

1. We hereby offer Consolidated margin of _____percentage (%) on ITI LTD billing value (excluding taxes) and also out of any amount collected such as registration fee and charges for participation in the on-line e –procurement tendering process collected from the Vendors. Margin offered is firm throughout the contract secured through direct proposals.
2. We hereby offer Consolidated margin of _____percentage (%) on ITI LTD billing value (excluding taxes) and also out of any amount collected such as registration fee and charges for participation in the on-line e –procurement tendering process collected from the Vendors. Margin offered is firm throughout the contract secured through tendering process.

Signature
Seal



Annexure - V

PRE-CONTRACT INTEGRITY PACT

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

EOI No.....

This Integrity Pact is made onday of 2024

BETWEEN:

ITI Limited, having its Registered & corporate office at ITI Bhavan, Dooravani Nagar, Bangalore – 560016 India, and established under the Ministry of Communications & IT, Government of India (hereinafter called the Principal), which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman & Managing Director, Directors, Officers or any of them specified by the Chairman & Managing Director in this behalf and shall include its successors and assigns) ON THE ONE PART
AND

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

Preamble

WHEREAS the Principal intends to enter into an MOU of partnering business opportunities of common interest and able to generate synergies in execution of such business for (name of the Stores / equipment / items). The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s)/ Contractor(s).

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

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

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

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

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

- a. No employee of the Principal, personally or through family members, will in connection with the EOI for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the EOI process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the EOI process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/ additional information through which the bidder(s) could obtain an advantage in relation to the EOI process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons. If the principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Act 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,
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specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s) f Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

SECTION 3 – DISQUALIFICATION FROM EOI PROCESS & EXCLUSION FROM FUTURE CONTRACTS

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

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

The Bidder(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack

of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.

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

The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(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 be entitled for any compensation on this account.

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

SECTION 4 – PREVIOUS TRANSGRESSION

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

SECTION 5 – COMPENSATION FOR DAMAGE

- 5.1 If the Principal has disqualified the Bidder(s)/Contractor(s) from the EOI process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equivalent 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.
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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-empaneled 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-empaneled 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-empaneled 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 LIMITED are as under:

Shri Atul Jundall, IFS (Retd.)
3/10 Vishesh Khand
Opp. Little Friend School
Gomti Nagar, Lucknow-226010(UP)

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

SECTION 9 - FACILITATION OF INVESTIGATION

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

SECTION 10 - LAW AND JURISDICTION

- 10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall the seat of the Principal.
- 10.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.
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SECTION 11 – PACT DURATION

This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/ guarantee period of the project /work awarded, to the fullest satisfaction of the Principal.

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

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

SECTION 12 - OTHER PROVISIONS

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

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

12.3 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all 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

Witness

1.

2.

Name Designation

1.

2.

Turnover & Experience Details

Average Annual Turnover (T.O.) of the Applicant during last 3 financial Years	
Experience of completed works of each project value of Rs. (in the area of interest)	
Please specify your area of interest as per the products/services mentioned in Annexure V (Product /Services List)	
Willingness to undertake Business volume up to Rs.	

The preferred area of interest constitutes experience (area of specialization as per the Annex-V) in Supply, Installation, Commissioning and O&M of Telecom/IT/ Networking etc in the area of specialization in last 5 years (2019-20 2020-21, 2021-22, 2022-23 & 2023-24) for any Government customers

Work Experience Details – project wise

Sl. No	Information Required	Details
1	Name of the project	
2	Customer Name & Contact Details	
3	PO No & Date	
4	Commissioning Date	
5	Role of bidder	
6	Value of the project	
7	Brief Description of the project	

PROCEDURE FOR SUBMISSION OF 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.

1. 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.

2. 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.
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3. 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 payments (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.

4. 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.

5. 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://itilimited.euniwizarde.com/>). Steps are as follows: (Home page Downloads Bidder Manuals).
 - b) The tenders will be received online through portal <https://itilimited.ewizard.in> . In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
 - c) 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.euniwizarde.com>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available on the web site <https://itilimited.euniwizarde.com> under the link 'DSC help'.
 - d) 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>
 - e) The bidder has to "Request the tender" to portal before the "Date for Request tender document", to participate in bid submission.
 - f) All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
 - g) Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
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- h) No deviation to the technical and commercial terms & conditions allowed.
- i) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bids
