



ITI LIMITED, Palakkad

Expression of Interest (EOI) for Empanelment of
Venders for Rupay Contact & Contact less Chip
and Rupay assembled cards

1st March 2023

RFP Reference No: ITI/PKD/TS/2023/0005

**Sub: Expression of Interest (EOI) for Empanelment of Venders for
Rupay Contact & Contact less Chip and Rupay assembled cards**

ITI Limited, a Public Sector Undertaking (PSU) under Ministry of Communications & IT, government of India, is a leading Telecom equipment manufacturer and solution provider in India.

ITI LIMITED Palakkad's Smart card manufacturing division got accredited with Certificate of Compliance for the chip embedding and personalisation of contact RuPay chip cards and contactless cards by National Payment Corporation of India (NPCI).

ITI being the only PSU in India having accreditation for payment cards, seeks vendors who can supply Rupay contact/ Contactless Chips and pre-printed Rupay Contact & Qsparm Contactless cards against the customer orders.

ITI invites responses through Expression of Interest (EOI) from reputed and competent organizations to supply for the following items "Termed as Rupay modules / cards ":

1. Chip modules for Rupay contact cards here in after will referred as **Rupay CTM**
2. Chip modules for Rupay contact less cards here in after referred as **Rupay CLM**
3. Chip embedded Rupay Contactless cards with Artwork of Bank and Rupay Hologram, here in after referred as **Rupay CLCard**
4. Chip embedded Rupay contact card with artwork of Bank and Rupay Hologram here in after referred as **Rupay CTCard**.

The EOI will be processed as OPEN TENDER in Two BID System. Schedule given below.

EOI Issue Date	01.03.2023
Due date for submission of clarifications	06.03.2023 17.00hrs
Publication of clarification or addendum if any	09.03.2023
Due date for submission of EOI	23.03.2023 14.00 hrs
Technical Bid Opening at ITI Palakkad	23.03.2023 14.30 hrs

Interested bidders are advised to study this EOI document carefully before submitting their responses. Submission of response to this EOI shall be deemed to have been done after careful study and examination of this document with full understanding of its Scope, Specifications, Terms, conditions & Implications.

Thanking you,
For ITI Ltd, Palakkad

Handwritten signature and date: 01/03/2023

Chief Manager (MM& TS)
ITI Limited,
Kanjikode West, Palakkad - 678623
Ph: 0491- 2566511,
Email: vijayakumarb_pkd@itilttd.co.in

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Notice Inviting Expression of Interest (EOI) for Empanelment of Venders for Rupay Contact & Contact less Chip and Rupay assembled cards

EOI Ref: ITI/PKD/TS/2023/0005

Date: 01/03/2023

1. Introduction

- 1.1. ITI Limited, a Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications & IT, is a leading Telecom equipment manufacturer and solution provider in India. The major customers are BSNL, MTNL, Defence, Paramilitary forces and Railways. ITI is having 6 manufacturing plants, 8 ROs and 23 Area Offices across the country.
- 1.2. ITI LIMITED, PALAKKAD was established in the year 1976, which is situated along National Highway between Coimbatore and Palakkad in the State of Kerala. This Unit has been successfully deploying telecom solutions for BSNL and MTNL Networks and has been rated as a major service provider. ITI Limited Palakkad is an ISO 9001:2015 and ISO 14001:2015 certified company.
- 1.3. ITI is having the state of the art infrastructure for Chip embedding and personalization complying with NPCI certification .
- 1.4. ITI Palakkad's Smart card division got accredited with Certificate of Compliance for the chip embedding and personalisation of contact RuPay chip cards and contact less cards by National Payment Corporation of India (NPCI). With this, ITI becomes the first and the only public sector unit in the country for getting accredited with RuPay certification in payment card industry.

2. Purpose of EOI

The EOI is intended to empanel vendors for supplying **Rupay CTM, Rupay CLM, Rupay CCard & Rupay CLCard** at competitive rates as per customer specifications and mutually agreed terms and conditions.

ITI invites responses through Expression of Interest (EOI) from reputed and competent organizations to supply for the following items "Termed as Rupay modules / cards".

1. Chip modules for Rupay contact cards here in after will referred as **Rupay CTM**
2. Chip modules for Rupay contact less cards here in after referred as **Rupay CLM**
3. Chip embedded Rupay Contactless cards with Artwork of Bank and Rupay Hologram, here in after referred as **Rupay CLCard**
4. Chip embedded Rupay contact card with artwork of Bank and Rupay Hologram here in after referred as **Rupay CCard**.

LOA for the chips in all the four items shall be minimum one year.

3. Proposed Business Model

- 3.1. For various business requirements, ITI intends to procure Rupay CTM, Rupay CLM, Rupay CCard & Rupay CLCard from the empanelled vendors who can support ITI at most competitive rates and complying to customer specifications.
- 3.2. The bidder can be either a chip vendor or an authorized dealer of the chip vendor or a NPCI approved plastic card vendor who can support with chip (chip modules from leading

ODMs) embedded Rupay contact/contactless cards (Rupay CCard & Rupay CLCard) with the artwork design.

- 3.3 The bidder as part of the bid document should specify whether they intend to get empanelled as a Chip Module supplier Rupay CTM/ Rupay CLM or as a Supplier for Chip embedded Pre-printed Plastic cards -Rupay CCard /Rupay CLCard.
- 3.4 Bid validity period 180 Days from the date of Bid opening

4. Scope of Work.

- 4.1 The partner should be willing to support ITI with the supply of Rupay CTM, Rupay CLM, Rupay CCard & Rupay CLCard. as per customer specifications at market prevailing competitive rates and mutually agreed terms and conditions.
- 4.2 The partner should be willing to accept all the terms and conditions of the tender on back to back basis including payment terms, supply commitments and other terms and conditions of the tenders.

5. Pre-Qualification requirements (PQR):

- 5.1 The bidder (as defined in Clause 3.2 above) should be a registered company in India and having its office in India and registered under the Indian Companies Act 1956/2013 and should be existing at least for last Four years in smart card business.

or

Bidders who are manufacturers of the smart card chip modules and belong to the category of Micro and Small Enterprise (MSEs) enlisted with DICs or National Small Industries Corporation or any other body approved by the Ministry of Micro, Small and Medium Enterprises are eligible for the benefits under Public Procurement Policy for Micro & Small Enterprises and are exempted from submission of EMD. Such firms are also eligible for purchase preference as per the relevant rules/acts in vogue. Bidders who would like to claim such benefits shall enclose a letter claiming the benefits under the scheme along with justification and necessary certificates to satisfy the eligibility. Bidders who are traders/agents/distributors of imported items are not eligible to avail MSEs benefit

- 5.2 The bidder should have minimum turnover of 5 Crores each during last two financial years (2020-21 and 2021-22) and should have a positive net worth. Copies of audited account statement and Net worth certificate to be provided as part of EOI.
- 5.3 Bidder should have supplied minimum 10 Million Rupay smart Chips / Chip assembled cards to different customers in India. Copy of purchase orders and certificate from end customer for the supply to be submitted as part of bid.
- 5.4 The bidder should give a self declaration in letter head that the chip modules being supplied are having the LOA for minimum one year.
- 5.5 If the bidder is a plastic card vendor, they should have NPCI certification for Card manufacturing and copy of the Certificate of Compliance (CoC) to be provided
- 5.6 The bidder should not have been black-listed at any time by any customer, self declaration to be provided
- 5.7 The bidder should have the statutory requirements such as GST, PAN etc. Self attested Copies of GST and PAN to be submitted along with bid.

5.8 Pursuant to Order No. F.No 6/18/2019-PPD dated 23-July-2020 from Department of Expenditure, Ministry of Finance, the bidder and Consortium member should be either of the following:

1. Not from a country which shares a land border with India, or
2. from a country which shares a land border with India and registered with competent authority in accordance with order mentioned above.

The definition of bidder from a country which shares a land border with India shall be as in Paragraph 8 of the above mentioned order. Further all the guidelines mentioned to this above order shall be applicable to this EOI. Bidder shall carefully go through the same and ensure its eligibility as per the said order.

The bidder has to submit a **self declaration as per the format at Annexure-III**

6. Documents to be submitted with EoI:

S/N	Pre-Qualification Criteria	Compliance Document
1.	Profile of the Bidder.	Profile of the Bidder with Name, Address and Contact details.
2.	The Bidder must be a registered company in India (Public, Private, partnership companies, proprietary) under the Companies Act 2013 or any other prevalent rule / act, having at least three years of existence, as on 31.03.2022. In case of consortium, it shall not have more than one company in the consortium and the consortium member shall meet the above criteria.	Certificate of Incorporation or any other relevant and pertinent document as the case may be. For Consortium, Certificate of Incorporation for consortium member and Consortium agreement indicating the roles & responsibilities of consortium member also to be submitted.
3.	Copies all other statutory registration certificates including PAN, GST etc.,	Copies all other statutory registration certificates including PAN, GST etc.,
4.	The Bidder/ consortium member shall essentially have an average annual turnover of INR 5 Crores during the last 03 Financial years (2019-20, 2020-21 and 2021-22).	Audited balance sheets certified by CA to be submitted.
5.	The Bidder must have a positive net worth as on 31-03-2022.	Turnover certificate of bidder clearly indicating the networth and signed by CA to be submitted
6.	The bidder/ consortium member should give a self declaration in letter head that the chip modules being supplied are having the LOA for minimum one year.	Self-declaration to be submitted
7.	As on date of submission of the proposal, the bidder or any of the consortium member should not be blacklisted/ debarred/ terminated by Central/ State Govt. Dept /PSU/Corporation/ Board or Private Sector entity for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices.	A Self-declaration to be submitted by the Authorized representative of the lead bidder representing the consortium member for not being black listed.

8.	Copies of NPCI approval for Card Manufacturers and NPCI approval certificate for the Chips for Chip module suppliers.	Copy of NPCI Certificates to be submitted.
9.	Copies of ISO 9001:2015,ISO 14001:2015,ISO 27001 certifications	Copies of Certificates to be submitted.
10.	Bidder should have supplied minimum 10 Million Rupay smart Chips / Chip assembled cards to different customers in India.	Copies of purchase orders received and certificates mentioning the satisfactory performance of Chip/ cards supply obtained from end customer to be submitted.
11.	Pursuant to Order No. F.No 6/18/2019-PPD dated 23-July-2020 from Department of Expenditure, Ministry of Finance, the bidder and Consortium member should be either of the following: 1. Not from a country which shares a land border with India, or 2. from a country which shares a land border with India and registered with competent authority in accordance with order mentioned above	Self-declaration as per the format at Annexure-III to be submitted.
12.	Signed Integrity Pact	As per the format at Annexure-II
13.	Signed copy of EOI	Signed copy of EOI to be submitted.
14.	The power of authorization to sign the bid documents. All certificates and documents received as part of the offer shall be signed by the Authorized Representative.	Authorisation letter to be submitted.

7. Earnest Money Deposit and Performance Bank Guarantee

The bidder shall submit EMD through on line transfer (RTGS) to ITI Palakkad's account, and details shall be provided while bidding through E- Tendering wizard for an amount of **Rs. 20,000/-** (Indian Rupees Twenty Thousand Only)

Along with Eligibility and Tech-commercial Bid, UTR Number and date of the EMD amount transferred to ITI's account has to be submitted.

The details of the Bank account of ITI LTD, Palakkad to which EMD amount to be transferred is as follow:

Beneficiary Name	:	ITI LTD
Beneficiary's Bank	:	State Bank of India
Beneficiary's Bank address	:	English Church Road, Palakkad, 678001
Account No	:	10620194836
IFSC Code	:	SBIN0000893
MICR Code	:	678002002

Non submission of EMD will lead to disqualification of the Bid and will be rejected.

The EMD of technically disqualified Bidder(s) as per this EOI will be returned without interest.

The EMD value Rs.20,000/- (Twenty Thousand only) of the Successful Bidder will be retained as Security deposit for the Contract period .

If the successful bidder is MSE vendor who is exempted from EMD submission, the vendor has to submit Security deposit of Rs.20,000/ - (Twenty Thousand only) upon empanelment.

The empanelled vendors has to submit Performance Bank Guarantee for any business orders that is being placed on them for the forthcoming business opportunities as per the terms and conditions of the order being placed on them.

The Bid EMD may be forfeited in the following cases, without prejudice to its other rights or claims against the Bidder(s) under any other section of this document or provisions of law;

- a) If after Bid opening the Bidder(s) withdraws his bid during the period of Bid Validity specified in the Bid or its extended period, if any; or
- b) If the Bidder fails to accept and comply with EOI conditions
- c) In the case of a successful bidder, if the Bidder fails to sign the Contract within specified time
- d) During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- e) During the bid process, if any information found wrong / manipulated / hidden in the bid.
- f) The decision of ITI regarding forfeiture of the EMD and rejection of bid shall be final & shall not be called upon question under any circumstances.

8. SUBMISSION OF BIDS ; E-tendering

The bid will be processed based as a 2 bid system – EMD & Technical Bid.

- 8.1. The bidder shall submit EMD through online e tendering portal to ITI Palakkad's account and to be submitted as part of technical bid.
- 8.2. The technical bid should have all the documents supporting Pre Qualification Criteria as per Clause 5 and as per Clause 6 as mentioned in EOI .

9. Scrutiny and evaluation of EOI .

There are two stages of evaluation of EOI:-

Stage 1: EMD, Stage 2: Technical bid.

- 9.1 In Stage 1, the EMD of the bidders are verified and on acceptance of the EMD, the technical bid evaluation will be made for all the bidders who have submitted the EMD. For EMD exempted bidders , the Technical bid will be considered for evaluation.
- 9.2 In Stage 2 evaluation, the bidders who are qualified based on the pre-qualification criteria as per clause 5 and with submission of supporting documents as mentioned in clause 6, will be empanelled for for the defined scope of work.
- 9.3 The empanelment will be made separately for the bidders who
 - a) supply chip modules -Rupay CTM/ Rupay CLM
 - b) supply Chip embedded Pre-printed Plastic cards -Rupay CTCard /Rupay CLCard
- 9.4. Technically qualified bidders will be placed in the list of empanelled partners . For the business opportunities that arises, ITI will seek commercial offer from the empanelled vendors of each category (Chip Module suppliers & Chip embedded Pre-printed plastic card suppliers) . Based on the techno-commercial feasibility, ITI will select the vendor offering the lowest rates from any of the category for initiating the material procurement against that business opportunity.
- 9.5 In case of any business opportunity arising through any of the empanelled partners, ITI is having the right to address these opportunities on mutually agreed terms and conditions through the partner who is bringing the business opportunity.

Empanelment Period

The empanelled vendors will be issued with a Letter of Empanelment (LoE). The vendors are being empanelled against the EoI for a period of 2 yeass initially. Based on the business,the time period of empanelment will be extended for another 2 years on mutually agreed terms and conditions.

- 9.6. Right to accept or reject any or all EOIs:
 - a) Notwithstanding anything contained in this EOI, ITI reserves the right to accept or reject any bid and to annul the EOI process and reject all EOIs, at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons thereof. In the event that ITI rejects or annuls all the bids, it may, at its discretion, invite all eligible original bidders to submit fresh EOIs.
 - b) ITI reserves the right to disqualify any bidder during or after completion of EOI process, if it is found there was a material misrepresentation by any such bidder or the bidder fails to provide, within the specified time, supplemental information sought by ITI.
 - c) ITI reserves the right to verify all statements, information and documents submitted by the bidder in response to the EOI. Any such verification or lack of such verification by ITI shall not relieve the bidder of his obligations or liabilities hereunder nor will it affect any rights of ITI.
 - d) In case of any additional details/documents required as part of evaluation, ITI shall seek the details through written communication and the bidder has to submit the samewithin the scheduled date.

10. EOI Submission: E-tendering

10.1. E-tendering Instructions to Bidders :

We are releasing the tender enquiry through our online platform. The bidder those who wish to participate in the online platform have to first register with the platform <https://itilimited.euniwizarde.com/> and also have to get digital signature. The Bidding (For both Technical and Financial Part of the Bid) would be subjected to an On-line / e-Tendering process. The prospective Bidders are requested to go through the website to understand the entire e-Tendering Process and follow the Registration and Bidding Process on <https://itilimited.euniwizarde.com/> as defined in the document. In case of any clarifications on e-tender portal, bidders may contact the portal administrators through the following contact details:

1. Gagan .Mob: +918448288987

2. Nithin , Mob: +918448288986

10.2. For Terms & Conditions for submission of Tenders, please visit our Website <https://www.itipalakkad.in/public/TenderTerms.htm>. For any clarification please feel free to contact us.

10.3. Interested bidders may attend the tender opening at ITI Limited, Palakkad.

10.4. Disputes if any will be within the Jurisdiction of Palakkad, Kerala State, India.

10.5 Any clarifications regarding the tender can be obtained from:

Chief Manager (MM & TS),

ITI Limited, Kanjikode West,

Palakkad 678 623, Kerala, India

Tel: 0491-2566511/2564375

Email: vijayakuamrb_pkd@itilttd.co.in / pur4_pkd@itilttd.co.in

10.6. For general correspondence / queries you are requested to send communication to pur4_pkd@itilttd.co.in

10.7 The last date for receiving the proposal is **23.03.2023** at **14.00 Hrs.** and will be opened on the same day at **14.30 Hrs.**

Note: In case the date of submission of bid is declared to be a holiday, the bid may be submitted by 2 PM on the next working day of ITI.

10.8. All the pages of the bid shall be digitally signed by an authorized person .

11. Other terms and conditions:

11.1. The offer shall include clause-by-clause compliance to all clauses of this EOI along with supported documents as requested against specific clauses.

11.2. Cost of EOI: The vendor shall bear all costs associated with the preparation and submission of its 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.

11.3. The Bidder shall be ready to give clarifications on any part of the offer to ITI.

11.4. 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 vendor, modify the EOI document by an amendment. In order to provide prospective vendor 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.

- 11.5. 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.

12. Force Majeure

If, at any time, during the continuance of this contract till the date of commissioning, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event as above for a period exceeding 60 days, either party may, at its option; terminate the contract, without any obligations

13. Arbitration

This Agreement shall be construed and governed by the Laws of India and subject to the below provision for reference to arbitration. Palakkad Court shall be having exclusive jurisdiction over all the matters connected with this Agreement. Any dispute, difference or claim arising out of or relating to this Agreement shall be in the first instance, endeavour to be settled amicably within 30 days of communication thereof, by negotiation between the Parties hereto and failing which the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and/or any amendments made there under ("Arbitration Act"). The Parties shall jointly be entitled to appoint a sole arbitrator. The language of the Arbitration Proceedings shall be English.

The place of Arbitration Proceedings shall be at Palakkad, India. This clause will survive even after termination of Agreement.

ANNEXURE- I

CHECK LIST

(to be filled by bidder)

1	Name and address of the Bidder with contact details:	
2	Name of authorized signatory for signing the Bid document along with Power of Attorney(Ref Clause 6.k)	
3	Certificate of Incorporation/ Registration details of the Company attached?	YES or No
4	Bidder should have minimum turnover of 5 Crores each during any two financial years from last Four Financial years. Audited balance sheet including Profit/Loss statement and Net worth certificate should be enclosed as part of EOI.	YES/ NO
5	Whether the bidder submitted copy of NPCI certification	YES/ NO
6	Whether the bidder submitted certificates such as ISO 9001:2015 ,ISO14001:2015,ISO27001 and SCOSTA certificate.	YES/ NO
7	Whether the bidder submitted copies of Purchase Orders received and certificates from end customer ?	YES/ NO
8	Whether the bidder submitted a self declaration for the compliance.	YES/ NO
9	Whether the bidder submitted all clause-by-clause compliance statement .	YES/ NO
10	Whether Technology Provider has been black-listed at any time by any customer? Self declaration of bidder in this regard enclosed?	YES/ NO
11	Border certificate ?	YES/ NO
12	Whether MSME certificate attached	YES/ NO
13	Copies of all other statutory registration certificates including PAN, GST etc., attached?	YES/ NO
14	Whether Signed Integrity Pact attached?	YES/ NO
15	Whether Signed copy of EOI attached	YES/ NO

ANNEXURE- II:

PRE CONTRACT INTEGRITY PACT

EOI REF: ITI/PKD/TS/2023/0005, DATED 01/03/2023

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

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 bidder/contract ON THE SECOND PART.

Preamble

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

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

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

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

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
 - b. The Principal will, during the tender process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Act or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER/CONTRACTOR

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

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

- 3.1 If the Bidder(s)/Contractor(s), during tender process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/ Contractor(s) from the tender process.
- 3.2 If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future tender/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.
- 3.3 The Bidder(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to

such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.

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

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

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

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

SECTION 4 – PREVIOUS TRANSGRESSION

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

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

SECTION 5 – COMPENSATION FOR DAMAGE

5.1 If the Principal has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.

5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.

6.2 The Bidder(s)/Contractor(s) undertakes to get this Pact signed by its sub-contractor(s)/sub-vendor(s)/associate(s), if any, and to submit the same to the Principal along with the tender document/contract before signing the contract. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its sub-contractors/sub-vendors/associates.

6.3 The Principal will disqualify from the tender process all bidders who do not sign this Integrity Pact or violate its provisions.

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

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

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

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

8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.

8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within _____ 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.

8.8 Details of the IEM appointed by the principal at present is furnished below:-

Shri Javeed Ahmad, IPS(Retd.)
M-1101, Shalimar Gallant Apartment,
Vigyanpuri ,Mahanagar,Lucknow-226006

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 extant law in force relating to any civil or criminal proceedings.

SECTION 11 – PACT DURATION

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

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

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

SECTION 12 – OTHER PROVISIONS

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

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

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

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

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

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

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

For ITI Ltd

For BIDDER(S)/CONTRACTOR(S)

.....
(Name & Designation)

.....
(Name & Designation)

Witness

Witness

1)

1)

2)

2)

ANNEXURE- III:
CERTIFICATE

(Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017)

To:

ITI Limited, .
Kanjikode West, Palakkad – 678623.

Dear Sir,

RFQ Ref No. dated
Bidder Name:.....

We, M/s ----- are a private/public limited company/LLP/Firm having our registered office at ----- (referred to as the “Bidder”) are desirous of participating in the Tender Process in response to your captioned RFQ and in this connection we hereby declare, confirm and agree as under:

a) We, the Bidder have read and understood the contents of the Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

b) In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

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* We, the Bidder are not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017.

or

*We, the Bidder are from such a country and has been registered with the Competent Authority i.e the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Section I to the said Office Memorandum / Order and we submit the proof of registration herewith.

(*Delete whichever is not applicable)

c) We, the Bidders agree and undertake that if the contract is awarded to us, we will not sub-contract or outsource the contract and / or any part thereof unless such subcontract/ outsourcing is permitted by ITI Limited in writing, in which case we shall not sub-contract or outsource the work to a contractor from such countries, unless such contractor is registered with the Competent Authority and proof of same is obtained.

d) We, the Bidders hereby confirm that we fulfill all the eligibility criteria as per RFQ and are not ineligible from participating in the Tender in view of the above Office Memorandum and Order. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, ITI Limited shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action

against us. ITI Limited, shall also be within its right to forfeit the security deposits provided by us and also recover from us the loss and damages sustained by the on account of the above.

This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order (Public Procurement No.1) both bearing F.No.6/18/2019/PPD of 23rd July 2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India including the words defined in the said order (reproduced hereunder) which shall have the same meaning for the purpose of this Declaration cum Undertaking.

“ Definitions

"Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency, branch or office controlled by such person, participating in a procurement process.

"Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.

"Bidder from a country which shares a land border with India" for the purpose of this Order means:

- a) An entity incorporated, established or registered in such a country; or*
- b) A subsidiary of an entity incorporated, established or registered in such a country; or*
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or*
- d) An entity whose beneficial owner is situated in such a country; or*
- e) An Indian (or other) agent of such an entity; or*
- f) A natural person who is a citizen of such a country; or*
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above*

"Beneficial owner" for the purpose of above will be as under:

- i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.*

Explanation—

a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

"Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons."

Executed at..... On this the ...day of

Authorised Signatory

M/s-----

Signature and Name

Seal of the Bidder

**Note: Where applicable, evidence of valid registration by the Competent Authority shall be attach*