



**EOI DOCUMENT FOR EMPANELMENT OF CHANNEL PARTNER FOR
PRODUCTS AND SERVICES**



ITI LIMITED (ITI)

Corporate office

Doorvani Nagar, Bangalore-560016

CIN No: L32202KA1950GOI000640

Website: www.itild-india.com

**NOTICE INVITING EOI FOR EMPANELMENT OF CHANNEL PARTNER FOR ITI PRODUCTS AND SERVICES**

Please find enclosed the following EOI document in original to be used for submission of proposal.

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Your proposal complete in all respects as per enclosed EOI document must reach latest by **14:00 Hrs. of 27/09/2019** at the following address:

Name : KV Suresh
Designation : General Manager (Project & Planning)
Address : ITI Bhavan, Doorvaninagar, Bangalore - 560016.
Ph. No. : 9225653254/9483071258
Fax No. : 080-25618287
Email Id : kvsuresh_crp@itilttd.co.in

The EOI shall be opened at **1500 Hrs. on 27/09/2019**. The representatives of the bidders who wish to be present during bid opening may kindly make it convenient to attend.

The response may be submitted in hard format in sealed cover marked with EOI reference **EOI No: ITI/CRP/PP/CHPAT/2019** latest by **27/09/2019 Upto 14:00 Hrs.** Any responses received after the due date and time shall not be considered.



SECTION-I

NOTICE INVITING EXPRESSION OF INTEREST

GENERAL REQUIREMENTS

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 organizations, Depts. Institutions and research organizations like ISRO.

ITI is an Original Equipment Manufacturer of Telecom, IT and IOT products. We have established excellence in manufacturing capabilities with establishment of high end plants of PCB manufacturing, Advanced SMT assembly lines, HDPE & OFC manufacturing plants, Advance Telecom product testing facility and in house R&D facility. With the objective of enhancing the customer base and enterprise business of ITI and to efficiently utilize its channels for sales, marketing and delivery in various segments, a non-restricted consent is invited from Telecom Enterprises, System Integrators, Franchisees and IDC Partners.

With this background, ITI invites business proposal towards the above EOI in sealed covers from the reputed firms for empanelment of Channel Partner for its manufactured products on Pan-India basis.

- Outdoor Wi-Fi Access Point
- Data Center services
- Solar Panels
- Smaash PC (Mini PC)
- Optical Fiber Cable
- HDPE Duct
- GPON OLT
- GPON ONT
- Smart Energy meters
- Smart Cards
- Telecom Labs services
- Contract manufacturing services
- Startup hub services
- Any other mutually agreeable product and services

**FACT SHEET:**

Sl. No.	Title	Description
1	Title of the EOI	Empanelment of Channel partner with ITI
2	Channel partner empanelment cum Processing fee(Non-Refundable)	Rs. 30,000 (Rs. Thirty thousand only) for Open Category & Rs.15,000 (Rs. Fifteen thousand only) for Startups/MSEs category.
3	Earnest Money Deposit (EMD)(Refundable*)	Rs. 50,000 (Rs. Fifty thousand only) for open category. No EMD is required for Startups/MSE category.
4	Downloading of the EOI Document/s from ITI's website starts from	06/09/2019
5	Submission of Queries/suggestions if any in writing from Channel partner upto	13/9/2019
6	Pre-Bid Meeting if required	17/9/2019
7	Last Date & Time of Submission of EOI	27/09/2019 Upto 14:00 Hrs
8	Date & Time of opening of EOI	27/09/2019 at 15:00 Hrs

***Refundable as per clause 3.5 of Section- II**

Prospective Channel partner may contact the below mentioned official for all queries, if any, related to this EOI

Document by mail / post:

Name : KV Suresh
Designation : General Manager (Project & Planning)
Address : ITI Bhavan, Doorvani nagar, Bangalore - 560016.
Ph. No. : 9225653254/9483071258
Fax No. : 080-25618287
Email Id : kvsuresh_crp@itilttd.co.in

N.B.: ITI reserves the right to change the above dates at its discretion and the updated dates shall be available on ITI website only.

General Manager (PP),
ITI Limited, Bangalore



SECTION – II

INSTRUCTIONS TO CHANNEL PARTNER

1. INTRODUCTION:

ITI invites Proposals towards the above EOI in sealed covers from the reputed firms for Empanelment of Channel partner in following two Categories:

1.1 Open Category

1.2 **Start-ups (Registered with DIPP) or Micro & Small Enterprises (MSEs) Category** with valid registration with Ministry of Micro, small and Micro & Small Enterprises (MSME). Copy of registration certificate to be enclosed with the bid.

2. DEFINITIONS:

2.1 **“Channel partner”** means the firm or the Consortium who participates in this EOI and submit its proposal

2.2 **“EOI”** means Expression of Interest

2.3 **“Proposal”** means the documents submitted by Channel partner in response to the EOI.

2.4 **“Authorized Signatory”** means representative of Channel partner / prime Bidder authorized by Channel partner and its consortium partner (if any) to execute all documents on their behalf.

3. CHANNEL PARTNER EMPANELMENT PROCESSING FEE AND EARNEST MONEY DEPOSIT (EMD):

3.1 Channel partner have to submit empanelment cum processing fee as a Demand Draft of Rs.30,000/- (Rs. Thirty Thousand Only) for open category and Rs.15,000/- (Rs. Fifteen Thousands Only) for Startups and Micro & Small Enterprises (MSEs) Category in favor of ITI Ltd. payable at Bangalore along with the Proposal. Channel partner Empanelment Processing fee is non-refundable.

3.2 Channel partner shall furnish, as part of his Proposal documents, An EMD of amount of Rs. 50,000 (Rs. fifty thousand only) for Open Category in the form of Demand Draft (DD) in favor of M/s ITI Ltd. payable at Bangalore at the time of submission of proposal. EMD should be valid for a period of 90 days from its date of issue. ITI shall en-cash the submitted DDs for EMDs, return as per clause 3.5 or forfeit as per clause 3.6, whichever is applicable. No EMD is required to be paid by Startups/MSEs Category.

3.3 The EMD is required to protect the ITI against the risk of conducts of Channel partner, which would warrant the forfeiture of the EMD, pursuant to Para 3.6.

3.4 A Proposal not secured in accordance with Para 3.1 & 3.2 shall not be opened by the ITI. ITI is not bound to return the non-responsive Proposal.



3.5 The EMD of the unsuccessful Channel partner will be returned after processing of bids and finalization of empanelment.

3.6 The EMD may be forfeited:

- a) If the Channel partner withdraws and/or modify his proposal after due date of submission .
- b) In case of a successful Channel partner fails to sign the contract.
- c) If the empanelled Channel partner under open category fails to secure the required business within the gestation period .
- d) Channel partner will not approach the court against the decision of ITI in this regard.

3.7 EMD will be refunded after completion of contract period successfully.

4. ELIGIBILITY CONDITIONS FOR CHANNEL PARTNER

Channel partner who qualify the following conditions, may submit the proposal.

4.1 Startups and Micro & Small Enterprises(MSEs) Category Recognition:

Channel partner applying under Startups/MSEs shall have to submit the start-up certificate issued by the Department of Industrial Policy & Promotion (DIPP), or with Ministry of Micro, small and Micro & Small Enterprises Govt. of India if it wants relaxation under Startups/MSEs Category.

4.2 General Eligibility:

Channel partner can be either of the following:

- Proprietorship firm
- Limited Company
- Private Limited Company
- Partnership
- LLP (Limited Liability Partnerships)
- A registered business entity and in order to support this, the Channel partner has to be registered under the same name with any one Government tax authority
- Single entity as well as consortiums is eligible for Bidding.

4.3 Consortium:

- Consortium is allowed in Open Category .
- Only 2 members can form a consortium.
- 'Startups and Micro & Small Enterprises (MSEs) Category' should not form a consortium.

4.4 Mandatory Criteria:

Proposals of only those Channel partner will be considered for empanelment who meets the below mentioned criteria with valid supporting documents.

TABLE: A

S. N.	Pre-Qualification Criteria	Documentary Evidence Required in Open Category	Documentary Evidence Required in Startups /MSEs Category
1	Channel partner should be a Registered entity in India. Should be operational in similar Business for at least last two years.	Certificate of Company Incorporation	Certificate of Company Incorporation
2	Channel partner should have average annual turnover as per the category applied according to table B given below.	Copy of audited relevant financial statements for the entity or its global entity for the last three financial years. Note: The consortium members may meet the mandatory criteria jointly.	Copy of audited relevant financial statements for the entity or its global entity for the last One financial year.
3	Channel partner must have positive net worth in India/Abroad for at least one of the last three years preceding the date of submission of EOI.	Copy of audited relevant financial statements, profit and loss statement for the entity or its global entity for last three financial years.	Copy of audited relevant financial statements, profit and loss statement for the entity or its global entity for last One financial year.
5	Channel partner and its consortium partner, If any, should not have been blacklisted by any of the Government Organizations / PSUs for the past two years.	Self-Declaration of Non Blacklisting by Channel partner and its consortium partner(If any)(as per appendix-VI of Section VI)	Self-Declaration of Non Blacklisting by Channel partner and its consortium partner(If any)(as per appendix-VI of Section VI)
6	Channel partner must have provided Products/Services as value added services for a period of at least one year for Telco/ ISP/Government Sector/ Listed Enterprise Client	Attach work orders and certificates specifying "completion" or "satisfactory work in progress "(as per appendix-X of Section VI)	Attach work orders and certificates specifying "completion" or "satisfactory work in progress"(as per appendix-X of Section VI)

TABLE: B

Category	Value of business to be acquired (in INR) by Channel partner in one Year	Average Annual Turnover Requirement for the last three Financial years as on 31.03.2019 (in INR)	Project done in last 1 to 5 years		
			One similar work of value not less than (in INR)	Two similar work of value not less than (in INR)	Three similar work of value not less than (in INR)
Open	10 Lakh to 30Lakh	10 Lakh to 50 Lakh	6Lakh	3 Lakh	2 Lakh
STARTUPSs /MSEs	5 Lakh to 10 Lakh	10 Lakh	6Lakh	3 Lakh	2 Lakh

5. PROPOSAL DOCUMENTS:

- 5.1 Channel partner is expected to examine all instructions, forms, terms and conditions and furnish all information required as per the EOI Document and its corrigendum.
- 5.2 It would be deemed that prior to the submission of Proposal; the Channel partner has made a detailed examination of the terms and conditions of the EOI document and its corrigendum (if any).
- 5.3 This EOI does not constitute any form of commitment on part of ITI. ITI reserves the right not to consider any or all the proposals received or stop the process of EOI at any stage, if it is not meeting its business objectives.

6. CLARIFICATION OF PROPOSAL DOCUMENTS

- 6.1 A prospective Channel partner, requiring any clarification on the EOI Document shall notify the ITI in writing at the ITI's mailing address indicated in the EOI Document.
- 6.2 Any clarification issued by ITI in response to query raised by prospective Channel partner shall form an integral part of EOI document.
- 6.3 ITI may amend the EOI Document based on inputs provided by Channel partner that may be considered acceptable in its sole discretion and such changes shall be notified on the ITI's website.
- 6.4 ITI reserves the right for non-consideration of Proposals if the Proposals are submitted without taking into account these amendments/clarifications.

**7. DOCUMENTS COMPRISING THE PROPOSAL:**

The Proposal prepared by the Channel partner shall comprise the following components:

- 7.1 An EOI Empanelment Processing fee & EMD is to be furnished in accordance with clause 3 section- II.
- 7.2 Clause by clause compliance of the EOI document.

8. DOCUMENTS NEEDED FOR ESTABLISHING CHANNEL PARTNER'S ELIGIBILITY AND QUALIFICATIONS

- 8.1 The documents shall comprise of the following: Channel partner shall furnish all the documents and fill the details of the entire document.
 - a. Cover letter (As per APPENDIX- IV Section- VI)
 - b. Startup Certificate from DIPP.
 - c. MSE Certificate for "Micro & Small Enterprises (MSEs)" category
 - d. Empanelment Processing Fee (As per Clause 3 of Section- II)
 - e. Earnest Money Deposit (As per Clause 3 of Section- II)
 - f. Names, Contact details and address of the authorized signatory
 - Power of Attorney attested by Notary or Copy of the board Resolution certified by the Company secretary for appointing the Power of Attorney or
 - In case of consortium, authorization on the letter head of the Channel partner /consortium as per Appendix III in section VI
 - g. Whether the company is individual or proprietorship firm, Limited Company/Private Limited Company/ Partnership or LLP (Limited Liability Partnerships)/ or a registered business entity.
 - Certificate of Incorporation
 - Memorandum and Article of Associations (MOA)
 - Partnership deed in case of partnership / LLP
 - Consortium agreement and undertaking on Rs 100(One Hundred only) stamp paper as per Appendix- I in section- VI in case of consortium.
 - h. Name of the Directors with DIN Numbers on the letter head of Channel partner
 - i. Financial Details of the company:
 - ITR for the financial Years for CA Certificate regarding positive net worth
 - Copy of audited profit and loss & Annual Turnover for last 3 Financial Years(2016-17, 2017-18, 2018-19), certified by the CA in letter head of the CA firm as per Appendix- II in section VI
 - In case, Annual turnover/ ITR statement for financial years 2018-19 is not available, undertaking may be provided for unavailability of the same and in such case financial statement for financial year 2014-2015 may be submitted for consideration.
 - Copy of GST Registration for Channel partner and consortium partner (if any)
 - Copy of PAN of Channel partner and consortium partner (if any)
 - j. Self-declaration for Non- blacklisting of Channel partner and consortium partner (if any) (as per appendix-VI of section- VI).
 - k. Clause by clause compliance of this EOI (Entire EOI document has to be signed and stamped by authorized signatory as a token of acceptance of all terms and condition).
 - l. Provide work Experience detail in last 2 years (as per appendix- IX of Section- VI)



- m. Self-Attested copy of Aadhar card / International Passport/ Voter ID of authorized signatory.
- n.
- o. Two post card sized photos of office of Channel partner one with name of the company and another with person-authorized signatory.
- p. No criminal case should be pending against the bidder anywhere in India. Self-certification should be provided to this effect.

Bidders are advised to go through the guidelines and furnish the following certificate as a part of the Proposal.

“We certify that there has been no conviction by a Court of Law or indictment/adverse order by a regulatory authority for a grave offence against us or any of our sister concern(s). It is further certified that there is no investigation pending against us or our sister concern(s) or the CEO, Directors/Managers/ Employees of our concern or of our sister concern(s). It is certified that no conflict of interest as defined in O.M. No. 5/3/2011-Policy dated 8th June, 2011 exists as on date and if in future such a conflict of interest arises, we will immediately intimate the same to the Government of India/ Company.

Further, we certify that as on date we are not advising or acting on behalf of or associated with any other person or entity (including any company, partnership, proprietary concern or individual or an HUF or association of persons or body of individuals) which is engaged in the same line of business as that of the Company (being disinvested), in respect of any transaction of same nature as the transaction for which the Government and/or the Company (being disinvested) is proposing to select the Adviser, except for the list of the mandates, duly signed by us, in the same line of business and for the same type of transaction, as enclosed.

Further, we certify and undertake that for a period commencing from the date of our

appointment (if so appointed) as the consultant till the completion of the consultancy period, we shall keep the Company informed of any mandate/contracts entered into, to advise or act on behalf of or associate ourselves with, any other person or entity (including any company, partnership, proprietary concern or individual or an HUF or association of persons or body of individuals) which is engaged in the same line of business as that of the Company being disinvested, in respect of any transaction of same nature as the transaction in respect of which we have been appointed as the Adviser.”

9. PERIOD OF VALIDITY OF PROPOSALS:

The Proposal shall indicate that it would remain valid for a period not less than 150 days from the end date of Proposal submission. A Proposal valid for a shorter period shall be treated by the ITI as non-responsive. ITI reserves the right to reject any Proposal that does not meet this requirement.

10. SEALING AND MARKING OF PROPOSALS:



- 10.1** The Proposal should be submitted in an envelope .The Proposal submitted shall be sealed properly by the personal seal of Channel partner.
- 10.2** Channel partner shall submit their Proposals by hand at the following office address on or before the last date and time for receipt of proposals mentioned in the EOI. The envelope shall be addressed to:

Name	: KV Suresh
Designation	: General Manager (Project & Planning)
Address	: ITI Bhavan, Doorvani nagar, Bangalore - 560016.
Ph. No.	: 9225653254/9483071258
Fax No.	: 080-25618287
Email Id	: kvsuresh_crp@ititd.co.in

- 10.3** Channel partner shall seal the Proposal duly marking the envelope (“EOI for Empanelment of Channel partner”), and Category “Open” or “STARTUPSs/MSEs” (as the case may be). Footer: Submitted By: “Name, Address of the Channel partner as mentioned below:

EOI for Empanelment of Channel partner	
E.O.I No: ITI/CRP/PP/CHPAT/2019	Dated : 28-08-2019
Category for Empanelment: Open or Startups / Micro & Small Enterprises (MSEs)	
Do Not Open Before (***)mention due date and time here***)	
Submitted By:	
(Name: _____	
Designation: _____	
Address _____ of _____ CHANNEL	
PARTNER _____)	

11. DEADLINE FOR SUBMISSION OF PROPOSALS AND PROPOSAL OPENING VENUE:

- 11.1** Proposals must be delivered in person at the specified ITI address on or before last date of bid submission. ITI shall not be responsible if the Proposals are delivered elsewhere.
- 11.2** The ITI may, at its discretion, extend this Last day & time for the submission of proposals by amending the EOI Document .The updated dates shall be available on ITI website only.
- 11.3** Venue of EOI Opening: Proposal will be opened in ITI Corporate Office Bangalore on 27/09/2019 at 15:00 Hrs.

12. REJECTION OF PROPOSALS / ANNULMENT OF EMPANELMENT:

- 12.1** ITI reserves the right to reject any / all responses to EOI without assigning any reason thereof and without incurring any liability to the affected Channel partner.



- 12.2 The Proposals will be rejected at opening stage if EOI empanelment fee and EMD, whichever is applicable, is not submitted.
- 12.3 If the eligibility / mandatory criteria conditions are not met and/or documents prescribed to establish the eligibility are not enclosed.
- 12.4 During the evaluation of Proposals, if it has been found that the Channel partner has submitted any forged, altered, or falsely made information/ document in order to meet the eligibility criteria of EOI, his proposal shall be summarily rejected.

13. EVALUATION:

- 13.1 Prior to evaluation of Proposals, ITI will determine whether each Proposal is responsive to the requirements of the EOI Document.
- 13.2 Proposals which are found responsive shall be evaluated for their eligibility as per Clause4 in Section- II of EOI document.
- 13.3 If required by ITI then Channel partner may have to give a presentation on their eligibility, experience, approach, strategy and methodology for implementation of the target sales and service as per date and time communicated to them.

14. NOTIFICATION OF EMPANELMENT:

- 14.1 The issue of empanelment offer shall constitute the intention of ITI to enter into contract with the Channel partner.
- 14.2 Within a maximum of 7 days from the date of issue of the Letter of offer of Empanelment, the Channel partner shall acknowledge the receipt of Letter of offer of Empanelment.

15. AGREEMENT:

- 15.1 An agreement would be executed to ensure successful working of the system between the ITI and the Channel partner.
- 15.2 Draft Agreement (as per format at APPENDIX- VIII in section- VI) has been enclosed with the EOI documents.

16. SIGNING OF THE CONTRACT:

- 16.1 The signing of agreement as per APPENDIX- VIII in section- VI shall constitute the empanelment of Channel partner.



SECTION – III

GENERAL CONDITIONS OF EOI

1. DELIVERY AND DOCUMENTS:

- 1.1. Delivery of the products/services shall be made by ITI to the Channel partner in accordance with the mutually agreed terms. The goods once procured shall remain at the risk and responsibility of the Channel partner until delivered to the end customer.

2. PAYMENT TERMS:

- 2.1. The product and services will be delivered by ITI to the Channel partner against Payment by the channel partner and the customer as the case may be.
- 2.2. The revenue model and margins on the direct sales of products and services may be decided by ITI on case to case basis.
- 2.3. Commercial terms for a specific opportunity brought in by Channel partner would be arrived at on a mutually agreeable contract/terms between the two parties.

3. PROGRESS REPORT:

- 3.1. Channel partner shall, compile, prepare and submit on time, periodical progress reports (monthly or as required by ITI) on the progress of Business orders, delivery and implementation of services on related projects where ITI products are to be utilized.
- 3.2. ITI will have the right to empanel more than one channel partner for every product or Channel partners may be empanelled depending upon geographical area/location.

4. FORCE MAJEURE:

- 4.1. If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by the 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 and contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the ITI as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at its option terminate the contract.

**5. TERMINATION FOR DEFAULT:**

- 5.1. Any of the following events shall constitute an event of default by the Channel partner entitling the Competent Authority to terminate the contract.
- 5.2. If the Channel partner fails to perform any obligation(s) under the Contract
- 5.3. If Channel partner, does not remedy his failure within a period of 30 days (or such longer period as the ITI may authorize in writing) after receipt of the default notice from the ITI
- 5.4. Gestation period as mentioned below shall be given to Channel partner for business generation:
- 5.5. Open Category: A gestation period of 12 months shall be given to Channel partner after the date of signing the agreement for business generation. However, grace period of another 6 months may be provided to Channel partner based on the monthly review of efforts in acquiring the business. In case it could not acquire the required business in the gestation period of 12 months plus grace period of 6 months, their EMD shall be forfeited and they will be delisted from the empanelled list.

Open Category	Amount
Value of business to be acquired in 1 year	10 Lakh to 30Lakh

- 5.6. STARTUPSs/MSEs Category: A gestation period of 2 years shall be given after the date of signing the agreement for business generation. In case, Channel partner could not acquire the required business in the gestation period of 2 years, then they will be delisted from the empanelled list.

STARTUPS/MSE Category	Amount
Value of business to be acquired in 2year	Rs 5 Lakh to 10Lakhs

- 5.7. If selected Channel Partner fails to fulfill its part of the work to the satisfaction of ITI, then ITI shall have the right to terminate the contract.
- 5.8. The contract shall not be terminated for failure to discharge responsibilities due to force majeure situations or failure by ITI to meet conditions precedent.

6. TERMINATION FOR INSOLVENCY:

ITI may at any time terminate the contract by giving written notice to the Channel Partner, without compensation if the Channel Partner becomes unwilling, bankrupt or otherwise insolvent.

7. DISPUTE REDRESSAL MECHANISM



- 7.1. The Parties shall endeavor to settle by mutual conciliation any claim, dispute, or controversy (“Dispute”) arising out of, or in relation to this service.
- 7.2. A Coordination Committee (headed by the Nodal Officer) consisting of representatives of the ITI and the Channel Partner / other stakeholders shall be constituted to address any issue that may arise during complaints and will resolve all issues related to any product and services through mutual discussions and good faith. That the said Coordination Committee shall have the powers to improvise the service functionalities in due course of time and such suggestions can be added as improvements in the Agreement and such decisions subject to approval of the Nodal Officer shall deemed to have been approved by the Competent Authority. This will be within the scope of work.

8. ARBITRATION

- 8.1. All disputes or differences whatsoever arising among the parties under and/or in connection with and/or in respect of this MoU shall be referred to and decided by a sole arbitrator, who shall be appointed by the CMD, ITI. The arbitration shall be conducted in accordance with Arbitration and Conciliation Act of 1996 and the venue of the arbitration shall be in Bangalore.
- 8.2. For Public Sector Undertaking/Government Departments: In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE (GM)/FTS-1835 dated 22.05.2018

9. SET OFF

- 9.1. Any sum of money (including refundable security deposit) due and payable to the channel partner, under this contract or any other contract entered between the parties herein whether continuing or completed may be appropriated by ITI and set off against any claim of ITI of any nature whatsoever, arising under this contract or any other contract entered into between the parties, herein whether continuing or completed.
10. Bidder to sign a Pre-Contract Integrity Pact document with ITI as per the format provided in Appendix –XII.

11. Disclaimer :

- 10.1 ITI at its sole discretion may accept or reject the response of any respondent without assigning any reason to any party. The decision of ITI in this regard shall be final and binding



SECTION – IV

SPECIAL CONDITIONS OF EOI

1. OBJECTIVE OF THE EOI:

- 1.1. ITI is coming up with diversified products and it intend project them into the open market to increase their marketability. There is a need to expand ITI market channel for increasing the sales revenue on these products.

2. SCOPE OF WORK:

- 2.1. Empanelling the eligible Channel Partner for marketing products and services of ITI.
- 2.2. ITI is looking to collaborate with partners for developing and executing business with ITI listed product and services.

3. ROLES AND RESPONSIBILITIES

- 3.1. The broad roles and responsibilities of Channel Partner are as follows. In case any activity is not explicitly defined then the same will be settled on mutual agreement basis.

3.2. ROLES AND RESPONSIBILITY OF THE EMPANELLED CHANNEL PARTNER:

- 3.2.1. The successful Channel Partner has to provide as under:
 - 3.2.2. Securing Business in consultation with ITI at their own cost, acting as strategic partner of ITI.
 - 3.2.3. Make all investments in purchase of product and service of ITI and acquisition and execution of projects with customers.
 - 3.2.4. Channel Partner shall deploy and provide their qualified and experienced personnel as may be required to perform the sales of product & services at its own cost.
 - 3.2.5. Make payments to ITI as per specific service agreements.
 - 3.2.6. Channel partner will interact with ITI regularly. It will also meet the clients on behalf of ITI for business development activities.
 - 3.2.7. Channel Partner will attend monthly Coordination Committee meetings with the Nodal Officer/ in charge of the ITI and submit the progress report of the work, orders and future business potentials.
 - 3.2.8. If selected Channel Partner fails to fulfill its part of the work to the satisfaction of ITI, then ITI shall have the right to terminate the contract and get the same executed departmentally or by other agencies at the risk and cost of selected Channel Partner.
 - 3.2.9. Distributor will work for generating Annual maintenance contract (AMC) opportunities on ITI product and services from the clients.

3.3. ROLES AND RESPONSIBILITY OF ITI:



- 3.3.1. ITI shall provide all support and enforcement to help arrangement of the product and service and all approvals as may be required for execution of the said opportunity. This shall include but not limited to the following:
- 3.3.2. ITI will plan for the manufactured products as per business projection/forecast submitted by the Channel partner. Manufacturing and supply by ITI shall be done against firm order from the customers or Channel Partner.
- 3.3.3. ITI shall provide a conducive organizational atmosphere for the set up to arrange for the product and the service.
- 3.3.4. ITI Marketing team will have Regular Business discussions with Channel Partner for assessing market requirements.
- 3.3.5. The marketing team of ITI will timely inform and align with the concerned units for getting product and service readiness.
- 3.3.6. ITI shall enter into an agreement with Channel Partner for legal sanctity to the work to be carried out.
- 3.3.7. ITI will arrange for product and service demonstration on need basis to channel partner and client.
- 3.3.8. ITI will extend full support to the channel partner in business development activities with potential customers. It will provide necessary presentation, Demo, technical brochures and pamphlets.
- 3.3.9. ITI shall hold monthly coordination committee meeting to resolve any issues related to products and service implementation through mutual discussions in good faith.

4. CUSTOMER COMPLAINT RESOLUTION

- 4.1. This shall be as per the Service Level Agreement for specific contracts that become operational and as per the roles and responsibilities of the ITI& channel partner

5. VALIDITY OF THE AGREEMENT

- 5.1. Agreement shall remain in force initially for a period of two (02) years on non-exclusive basis from the date of signing the agreement and can be extended further with mutual consent. This agreement shall be valid for its full term unless revoked as per the clauses and mechanism defined in this Agreement.

6. LIABILITY:

- 6.1. Except as provided in this agreement, here in above, neither party shall be liable to other party or any other party by virtue of termination of this agreement for any reason whatsoever for any claim for loss or profit or on account for any expenditure, investment, leased, capital improvements or any other commitments made by the other party in connection with their business made in reliance upon or by virtue of this agreement.

SECTION – V

Brief Description about ITI:

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, Defense, Paramilitary forces and Railways. Details about the entire range of ITI's products and operation and other details can be accessed by visiting ITI website www.itilttd-india.com/

ITI offers the following products and services:

- **Outdoor Wi-Fi Access Point:**

ITI is in process to set up a plant to manufacturing Wi-Fi Access point based on latest technology. This product could be utilized to provide high speed voice and data connectivity.

- **Data Center products services:**

Currently ITI has been operating one Data Center in its Bangalore plant from the year 2009. ITI is also planning to address the opportunities arising out of the Digital India and Smart Cities projects. Company is already providing IT solutions, like E-Banking, Aadhaar based authentication etc. on SaaS basis from the Data Center. ITI is aiming at expanding its data center operations by building a Tier III Plus (Uptime 99.982%), Data Center with 1000 Rack space capacity at its Bangalore Plant. ITI is planning to offer end to end Data Center hosting services including Co-location, Bandwidth, Managed Services, Secured Cloud based services and solutions. ITI Data Center will provide customer-centric services to Government organizations and corporates entities and Start Ups.

- **Solar Panels:**

ITI has set up 18 MW capacity at its Naini unit and ITI is having requisite expertise and experience for addressing opportunities related to Solar power solutions. ITI has already executed solar projects for BSNL as well as UP police. ITI manufactured and supplied 4500, 60 W solar panels for BharatNet project during 2018-19. Similar solar solutions and turnkey projects could be executed for other clients.

- **Smaash PC (Mini PC):**

Hybrid Desktop Micro PC with Smart Power Station
Core i3 - 7100U 2.3 GHz, 4GB
DDR4, 128GB SSD, 19.5" Monitor,
KB, Mouse, 65W Power Station

- **Optical Fiber Cable:**

OFC plant has the capacity of 30000 km per annum (24F). ITI has Infrastructure for manufacture of OFC (24 F to 96 F) including ribbon type cable as below:

- a. 24F ADSS Optical Fiber Cable for laying along power line alignments type – IB(Wet core with ice loading)
- b. 24F Non Zero Dispersion Shifted (NZDS) Single Mode Metal Free Optical Fiber Cable Type-1(G.655C). Able to carry high bit rate Optical signal including DWDM.
- c. Armoured Optical Fiber Cable for Duct application
- d. Armoured Optical Fiber cable for Direct Burial
- e. NZDS Single mode armoured optical fiber cable

- **HDPE Duct:** Permanently lubricated HDPE telecom duct for use as underground optical fibre cable conduits- 40/33 mm (Green, Yellow Red, Blue, Grey, Orange, Brown and violet) with accessories.

- **GPON OLT:**

- Compliant with ITU-T G.984 & TEC GR No. GR/PON-01/02/April. 2008
- 2.5 Gbps downstream at 1490 nm
- 1.25 Gbps upstream at 1310 nm
- Support of 1:1 protection towards Network side
- PON level Protection as per TEC GR & ITU-T recommendations
- Supports up to 128 ONT's per PON Port
- Maximum Physical distance 20 Km and logical distance 60 Km supported
- Class B+ (28dB) and Class C+ (32 dB)
- AES encryption on PON between OLT and ONT
- Synchronization of the GPON system through Network Clock
- Management of the entire GPON system through LCT/EMS

- **GPON ONT:**

- One uplink PON port
- Two (2 Ethernet ports with 10/100/1000 Base T Interface (RJ45 interface)
- 1 USB 2.0 ports (or better)
- 2 POTs ports
- 1 Wi Fi (2 Antennas) IEEE802.11n
- 1 ToD /DBG port
- With suitable power supply adaptor (Input 230v AC)

- **Smart Energy meters:**

Forwarded metering / Net metering- To help consumers to get payment for the energy generated by them through solar power plants or other distributed generation methods.

Open protocol (DLMS/COSEM), a generalized concept for abstract modeling of communication entities, used for meter communication. Its STANDARDS: IEC 62052-11, IEC 62053 21/23, IEC 62053, and IS13779:99

IHDD (In House Digital Display) - LCD display to show the meter reading and other parameters, integrated to meter itself.

Integrated communication module Configurable for GSM-GPRS (900/1800/2100/2300)/ etc.

Remote firmware upgrades

Algorithms-Contains algorithms for energy calculation and management, theft detection, data logging etc.

Remote load connect/disconnect facility

Anti- tamper –Anti tamper and fraud detection will be done immediately

Security – Password protected user login and parameter settings.

Open Two way communication – Communication between utility and meter.

- **Smart Cards**

ITI facility has the Mastercard Physical Security Standards for Plastic Cards vendors and the Mastercard Logical Security Requirements for Card Personalization.

Certified by Mastercard for offering to licensed issuers the card production services, related to Maestro@, Cirrus@ or Mastercard@ Payment Brands. Similar certificate received for Rupay card as well.

- **Telecom testing Lab:**

As per the guidelines issued by DoT for Mandatory Testing and Certification of Telecom Equipments (MTCTE), every telecom equipment must undergo mandatory testing and certification prior to sale, import or use in India.

ITI in collaboration with DOT and TEC is under process of establishment of 4 testing labs like EMI/EMC, Safety, SAR and Security Labs for testing various parameters at ITI Bangalore plant. EMI/EMC and safety labs are operational Establishment of other two labs are in progress

- **Startup and Manufacturing hub:**

ITI has established full-fledged start up hub having Amenities like dedicated corporate hub meeting room, demo room, highly secure Wi-Fi connectivity where in startups would utilize ITI manufacturing facilities like PCB, SMT and 3d printing plants to enhance their operations from this facility at Bangalore.

- **Contract manufacturing:**

With its state of art SMT and PCB technology ITI can execute significant orders under contract manufacturing for clients.

- **IT Security:**

ITI has been the leader in design encryption products. The products are evolved in tune with the evolution in the digital communication technology. There are major requirements of encryption products for strategic customers for its product like Multi channel Encryption unit (MCEU).



- **Any other mutually agreeable product and services:**

Turn key projects on IT and IOT solutions could be executed for clients.

For more details about the products and services, please visit ITI official website www.itilt-india.com/.



SECTION VI

INDEX AND FORMATS OF DOCUMENTS TO BE GIVEN IN SUPPORT OF THIS EOI

APPENDIX - I

Format of Consortium Agreement

Date:-dd /mm /yyyy

(On Non-Judicial Stamp Paper of appropriate value)

In compliance to **Clause 4.3 of Section- II** of EOI NO: ITI/CRP/PP/CHPAT/2019 dated-----, a consortium has been formed on <Date- dd/mmm/yyyy>between <<Bidder’s Name>>and << Bidder’s Name >> to meet various eligibility conditions and experience criteria specified in the EOI NO: ITI/CRP/PP/CHPAT/2019.It has been agreed among bidder and the consortium partner that <<Bidder’s Name>>is designated to submit the proposal on behalf of this consortium and henceforth called as “Lead Bidder”. It is also confirmed that all the members of the said consortium meet the eligibility conditions as specified in the above referred EOI and have authorized the “Lead bidder” by way of duly executed power of attorney in his favor to act on their behalf. It has also been agreed that in its capacity as lead Bidder, <Bidder’s Name> will interact with ITI for all obligations. The Lead bidder and its consortium partner shall be jointly and severally responsible for compliance of all the terms and conditions of the tender document, this agreement and ITI’s contract with main client relating to performance of this agreement.

<Bidder Name> :- <Details containing Registered office & correspondence address>:

<Consortium Partners > :- <Details containing Registered office & correspondence address>:

IN WITNESS WHEREOF the parties have caused this AGREEMENT to be executed by their duly authorized officers as of the day first above written

For <Bidder’s Name>
Signature of Authorized Signatory
Name:-
Designation:-
Contact Phone:-
Email-ID:-
Date:-

For<Consortium Partner/s>
Signature of Authorized Signatory
Name:-
Designation:-
Contact Phone:-
Email-ID:-
Date:-

Witness-1
Signature:-
Name:-
Designation:-
Contact Phone:-
Email-ID:-
Date:

Witness-1
Signature:-
Name:
Designation:-
Contact Phone:-
Email-ID:-
Date:



**CA CERTIFICATE OF TURNOVER AND PROFIT/LOSS STATEMENT
(CA CERTIFICATE ON LETTER HEAD OF CA FIRM)**

Date:-dd/ mm/ yyyy

TO WHOMSOEVER IT MAY CONCERN

This is to state that upon perusal of books of accounts of M/s, it is stated that their Profit & Loss and Turnover for last three financial years are as under:

	FY 2016-17	FY 2017-18	FY 2018-19
Turnover In Crores(in INR)			
Profile / Loss Statement (in INR)			

That the average annual turnover in the last three financial years shows an average annual turnover of INR.....Lakhs.

Signature of CA Firm with Seal

Name :-

Contact details :-

Address :-



APPENDIX – III

Date:-dd/ mm/ yyyy

AUTHORISATION ON THE LETTERHEAD OF THE CHANNEL PARTNER / CONSORTIUM

TO WHOMSOEVER IT MAY CONCERN

This is to state that for the purpose of the EOI for Empanelment of CHANNEL PARTNER to collaborate with ITI for implementation of CHANNEL PARTNER for ITI product and Services we have hereby authorized Mr./Ms. working in capacity of..... with M/s to execute all documents on behalf of the Consortium for the above said EOI.

Signature of Lead Bidder with seal:

Signature of Consortium Bidder with seal:



APPENDIX- IV

(ON THE LETTERHEAD OF THE CHANNEL PARTNER / CONSORTIUM TO BE SIGNED BY THE AUTHORISED SIGNATORY)

EOI COVER LETTER – PROPOSAL FORM

Date: dd / mm / yyyy

To,
General Manager (PP)
ITI Limited,
ITI Bhawan, Doorvaninagar
Bangalore 560016

REF: EOI No. -: ITI/CRP/PP/CHPAT/2019 dated for the empanelment of Channel Partner.

Dear Sir,

1. I/We, the undersigned, having carefully examined the referred EOI document to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof.
2. I/We agree to abide by this EOI document, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, for a period of 150 days from the end date of Proposal submission as stipulated in the EOI document, its corrigendums and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. I/We have enclosed towards Channel partner Empanelment Processing fee Demand Draft No..... dateddd/ mm / yyyy.... drawn on for Rs..... (Rupees<<amount in words>>>) that has been enclosed with this letter.
4. I/ We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Channel partner for the aforesaid product and Service, and we certify that all information/ documents provided therein are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
5. I/ We undertake, if our Proposal is accepted, to commence our services as per scope of work as specified in the contract document.
6. Until a formal Purchase Order of Contract is prepared and executed, this Proposal together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
7. Proposal submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
8. That Mr./Ms..... working in the capacity of on behalf of our Company /Consortium is hereby authorized to sign all EOI documents.

Signature

Name

Designation



APPENDIX- V

(ON THE LETTERHEAD OF THE CHANNEL PARTNER / CONSORTIUM TO BE SIGNED BY THE AUTHORISED SIGNATORY)

Date:-dd/ mm / yyyy

SUB: NEAR RELATIVE CERTIFICATE

REF: E.O.I No. ITI/CRP/PP/CHPAT/ 2019 dated for the Empanelment of CHANNEL PARTNER

I.....S/o.....R/o..... hereby certify that none of my company /consortium member's director's near relative(s) as defined in the EOI Document (Clause 11.2 (ix) of Section – II) is/are employed in ITI. In case at any stage, it is found that the information given by me is false / incorrect, ITI shall have the absolute right to take any action as deemed fit without any prior intimation to me.

Signature:

Name:

Designation of Authorized Signatory:

Duly authorized to sign the Proposal for and on behalf of M/s.....



APPENDIX- VI

(ON THE LETTERHEAD OF THE CHANNEL PARTNER / CONSORTIUM TO BE SIGNED BY THE AUTHORISED SIGNATORY)

UNDERTAKING REGARDING NON BLACKLISTING/NON-DEBARMENT

Date:-dd/ mm /

YYYY

REF: E.O.I No. ITI/CRP/PP/CHPAT/2019 dated for the Empanelment of CHANNEL PARTNER

I hereby confirm and declare that M/s -----, is not blacklisted/ Deregistered/debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 2 years.

Signature:

Name:

Designation of Authorized Signatory:

Duly authorized to sign the Proposal for and on behalf of M/s.....



APPENDIX- VII

(ON THE LETTERHEAD OF THE CHANNEL PARTNER / CONSORTIUM TO BE SIGNED BY THE AUTHORISED SIGNATORY)

Dated: dd/ mm/ yyyy

SUB: AUTHORIZATION FOR ATTENDING BID OPENING

REF: E.O.I No.: ITI/CRP/PP/CHPAT/2019 dated for the Empanelment of CHANNEL PARTNER.

Sir,

I/We have submitted our Proposal for the EOI as mentioned above, which is due to open on (Date). We hereby authorize Mr. & Mr. (Alternative) whose signatures are attested below, to attend the bid opening for the EOI mentioned above on our behalf.

Sl. No.	Name	Designation	Signature
1			
2			

Above Signatures Attested

Name:

Designation:

(Stamped and Signed)

Note: Permission for entry to Bid opening venue may be refused in case authorization as prescribed above is not received.



APPENDIX-VIII

FORMAT OF AGREEMENT BETWEEN ITI AND CHANNEL PARTNER

AGREEMENT

This agreement is made at Bangalore on the ...dd.../...mm.../2018 for empanelment of Channel partner as per the EOI No: ITI/CRP/PP/CHPAT/2019 dated .

BETWEEN

ITI Ltd (A Government of India Enterprise, having its corporate office at ITI Bhawan, Doorvaninagar Bangalore 560016, hereinafter referred to as ITI, which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators or permitted assignees) of the **FIRST PARTY**'.

AND

M/s(*Legal status...../Partnership firm.....*)having office at(hereinafter called as ".....", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators or permitted assignees) of the **SECOND PARTY**.

ITI and being referred to individually as "PARTY", and jointly as "PARTIES".

WHEREAS

1. In response to the Expression of Interest (EOI) **EOI NO: ITI/CRP/PP/CHPAT/2019 dated _____** to empanel Channel Partner to assist ITI for expanding its product and service market through innovative services, the SECOND PARTY's offer was evaluated by ITI and found fit for empanelment and ITI informed the SECOND PARTY through Letter of Empanelment vide letter no:..... Dated
2. That the SECOND PARTY has consented to implement the same vide acceptance letter No.....dated.....
3. With this objective both the parties are desirous of recording their understanding, agreed terms and conditions by way of this agreement.
Now, therefore, in consideration of the premises and mutual promises and covenants hereinafter set forth, "ITI" and "....." intending to be legally bound hereby agree as follows:

SALIENT FEATURES:

1. That the SECOND PARTY shall work with the FIRST PARTY and source / execute ITI's product sales and services as per the EOI annexed with this agreement.
2. That both the PARTIES shall abide by the terms and conditions as per the EOI annexed with this agreement.
3. That once any product and service orders are executed, then a separate service/AMC agreement shall be executed between the PARTIES which shall be the governing guidelines for deliverables related to that specific products & service mutually agreed by both parties.



In witness whereof the parties hereto have through their duly authorized representatives placed the irrespective hands and seals hereto on the day and year first herein above mentioned:

**For and on behalf of
ITI (FIRST PARTY)**

(Signature with Seal)

Witness:

1.

**For and on behalf of
(.....) SECOND PARTY**

(Signature with Seal)

Witness:

1.

**APPENDIX- IX****WORK ORDER / EXPERIENCE DETAILS AS ON PROPOSAL SUBMISSION DUE DATE**

Date:-dd/ mm/ yyyy

Work No: - 1/2/3

	This Column to be filled in case of sole Channel partner	This column to be filled in case of JV/ Lead Channel partner JV/ Consortium Partner
Description of Work Order		
Area of Service (as per Clause 1 of Section- I) under which the above-mentioned work falls		
Value of Work Awarded (in INR)		
Work Completed/Work in Progress (as on...)		
Value of Work Done (in case Work is still in progress)		
Work Completion Date (as per completion certificate)		
Name, Contact Details & address of the Client		

Note:-

Signature

Name

Designation

**APPENDIX - XI****INFORMATION SHEET****PART A: GENERAL INFORMATION**

S. No.	Required Information	Details
1	Name of the Lead Bidder	
2	Type of Incorporation (individual or proprietorship firm, Limited Company/Private Limited Company/Partnership or LLP (Limited Liability Partnerships)/ or a registered business entity)	
3	Year Incorporated	
4	Address for communication	
5	Name of Contact Person	
6	Designation	
7	Mobile No.	
8	Phone No.	
9	Email Address	
10	Fax No	



PART-B: APPLICATION DETAILS

S. No	Required Information and documents to be attached as per the below mentioned check list	Document attached (Yes/No)	Ref P. No
1	Cover letter (As per APPENDIX- IV Section-VI)		
2	Applied in Open/STARTUPSs/MSEs category?		
3	Startup/MSE Certificate available or not? (NA for open category)		
4	Empanelment processing fee attached?		
4.a	DD No.		
4.b	Date of Issue		
4.c	Date of Expiry		
4.d	Issuing Bank		
5	EMD attached?		
5.a	DD No.		
5.b	Date of Issue		
5.c	Date of Expiry		
5.d	Issuing Bank		
6	Names, Contact details and address of the authorized signatory.		
6.a	Power of Attorney attested by Notary or Copy of the board Resolution certified by the Company secretary for appointing the Power of Attorney or		
6.b	In case of consortium authorization on the letter head of the CHANNEL PARTNER / consortium as per Appendix III in section VI		
7	Whether the company is individual or proprietorship firm, Limited Company/Private Limited Company / Partnership or LLP (Limited Liability		



	Partnerships)/ or a registered business entity.		
7.a	Certificate of Incorporation		
7.b	Memorandum and Article of Associations (MOA)		
7.c	Partnership deed in case of partnership /LLP		
7.d	Consortium agreement and undertaking on Rs 10 stamp paper as per Appendix- I in section- VI in case of consortium.		
7.e	Name of the Directors with DIN Numbers on the letter head of CHANNEL PARTNER		
8	Balance sheet for Financial year 2015-16, 2016-17, 2017-18		
8.a	Profit & Loss Account statement for Financial Year 2015-16, 2016-17, 2017-18		
8.b	ITR for the Financial Years 2016- 17, 2017-18, 2018-19, At least for one year in case of startup/Startups		
8.c	Copy of audited profit and loss & Annual Turnover for last 3 Financial Years. At least for one year in case of startup / Startups (2016- 17, 2017-18, 2018-19, certified by the CA in letter head of the CA firm as per Appendix- II in section- VI)		
8.d	In case, Profit & Loss/ Balance Sheet/ Annual turnover/ ITR statement for financial years 2017-18 is not available, undertaking may be provided for unavailability of the same financial statement for financial year 2014-		



	and in such case 2015 may be submitted for consideration.		
9	Copy of the GST Registration		
10	Copy of PAN		
11	Near relative certificate as per Appendix- V in section- VI		
12	Self-Declaration for Non- blacklisting (Appendix- VI in section- VI)		
13	Clause by clause compliance of this EOI (Entire EOI document has to be signed and stamped by authorized signatory as a token of acceptance of all terms and condition)		
14	Provide work Experience detail in last 3 years		
15	CHANNEL PARTNER must have provided products / services for at least 6 months to Govt sector/ISP or Enterprise/ listed enterprise client.		
16	Self-Attested copy of Aadhar card /International Passport/ Voter ID of authorized signatory		
17	Two post card sized photos of office of CHANNEL PARTNER one with name of the company and another with person-authorized signatory.		

Signature

Name

Designation

**PRE-CONTRACT INTEGRITY PACT****GENERAL**

This pre-bid pre-contract agreement (hereinafter called the Integrity Pact) is made on day of the month of , between, ITI Limited, ITI Bhavan, Dooravaninagar, Bangalore – 560016, India, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and

M/s (*address of the Channel Partner*) (hereinafter called the "Channel Partner " which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the ITI Ltd. proposes to invite Expression of Interest (Eoi) for selection/ empanelment of Channel partner for a marketing of its product and services and the BIDDER is willing to participate in the Eoi as per the terms and conditions mentioned thereon to be ITI channel partner;

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership company (*strike off whichever is not applicable*), constituted in accordance with the relevant law in the matter and the

ITI is a PSU under the Department of Telecommunications, Ministry of Communications , Government of India.

NOW,

THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the ITI to select/ empanel a Channel partner for the marketing of Its products (As per Section V of the EOI) through the Eoi in a transparent and corruption free manner, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the ITI will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the ITI

1.1 The ITI undertakes that no official of the ITI, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, 'organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The ITI will during the pre-contract stage, treat all BIDDERS alike, and will provide to all



BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the ITI will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the ITI with full and verifiable facts and the same is prima facie found to be correct by the ITI, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the ITI and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the ITI the proceedings under the contract would not be stalled.

3 Commitments of BIDDER

3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- a) The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the ITI, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- b) The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the ITI or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or, execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- c) BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- d) BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.
- e) The BIDDER further confirms and declares to the ITI that the BIDDER is the original manufacturer/ integrator and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the ITI or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such, intercession, facilitation or recommendation.



f) The BIDDER either while presenting the bid or during pre-contract negotiations or before signing the contract, shall 'disclose any payments he has made, is committed to or intends to make to officials of the ITI or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

g) The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

h) The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

i) The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the ITI as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

j) The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

k) The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

l) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the ITI, or alternatively, if any relative of an officer of the ITI has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

m) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the ITI.

4 Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any 'corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5 Sanctions for Violations



5.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the ITI to take all or any one of the following actions, wherever required:-

a) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

b) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

c) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the ITI resulting from such cancellation/rescission.

d) To recover all sums paid in violation of this Pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

5.2 The ITI will be entitled to take all or any of the actions mentioned above, also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the ITI to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6 Independent Monitors

6.1 The ITI appoints Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

6.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

6.4 Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of meetings.

6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the ITI.

6.6 The BIDDER(s) accept(s) that the Monitor has the right to access without restriction to all Project documentation of the ITI including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER with confidentiality.



6.7 The ITI will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual

relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

6.8 The Monitor will submit a written report to the designated Authority of ITI within 8 to 10 weeks from the date of reference or intimation to him by the ITI / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

7 Facilitation of Investigation

7.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the ITI or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8 Law and Place of Jurisdiction

8.1 This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the ITI.

9 Other Legal Actions

9.1 The actions stipulated 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.

10 Validity

10.1 The validity of this Integrity Pact shall be from date of its signing and extend up to the contract period with the ITI in case a contract is signed. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

11 The parties hereby sign this Integrity Pact.

ITI
Name of the Officer.
Designation
Place:
Date:
Witness:
1.
2.

BIDDER
CHIEF EXECUTIVE OFFICER
M/s (address)
Place:
Date:
1.
2.