



**FABRICATION, POWDER COATING AND DELIVERY OF OUT DOOR CABINET BODY OF
4G**

Tender No: ITI/BGP/4G/ODC/2000/OS/2024/001

Date: 20.11.2024

M/S ITI Limited, Bangalore Plant invites digitally signed offers through offline under two Bid System from manufacturer of MS out Door Cabinet (ODC) as per the specifications mentioned in the tender document.



ITI LIMITED,

Bangalore Plant

Dooravaninagar, BENGALURU – 560 016

Tele: 080 25618291

Website: www.itilttd.in

SECTION - I

I. INTRODUCTION OF ITI LIMITED

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

ITI Limited caters to core sectors like telecommunications and information technology, ICT, Networking, e-Governance etc. The company has manufacturing facilities in Bengaluru, Naini, Rae Bareli, Mankapur and Palakkad along with an R&D Centre in Bengaluru. ITI has diversified its operation and has been executing projects in the field of Smart Infrastructure (Smart Cities, Safe Cities, Smart Energy Meters, Smart Classrooms, Smart Poles etc.), Bharat Net etc. ITI has been executing projects in latest technologies like GPON, OLT, ONT, OFC, HDPE etc.

IMPORTANT INFORMATION:

Tender Ref: M8025K002

S.No.	Details	Information
1	Tender Issue/Publishing Date	20.11.2024
3	Venue for Pre Bid Meeting	Office of Unit Head, F-100 Conference hall, 2nd Floor, ITI Limited, Dooravaninagar, Bangalore
5	Last Date and Time for Submission of Bid	23.11.2024, 4 PM
6	Opening Date and Time of Technical Bid	25.11.2024, 11AM
7	Opening Date and Time of Financial Bid	Will be intimated
8	Mode of submission	Offline
9	EMD in INR	2% of estimated Cost
10	Bid Validity	180 Days
11	Estimated cost	40 Lakhs

Company reserves the right to verify the credentials of the contractors before awarding the work. M/s. ITI Limited reserves the right to accept or reject, all or any Tender in full or part



without assigning any reason thereof.

SECTION II GENERAL TERMS & CONDITIONS

1. SCOPE:

FABRICATION, POWDER COATING AND DELIVERY OF Top Cover & BODY ODC OF 4G.

1.1 Items

S. No	Name of the Item	Estimated Quantity (with Unit)	Earnest Money for the tender
1	ODC Top Cover Fabrication, powder coating and delivery	2000	Rs.80,000/-
2	ODC Body Fabrication, powder coating and delivery	2000	

Note: The Raw material and waste material transportation to & fro is complete responsibility of Vendor/contractor. No transportation charges put on M/s. ITI Limited.

2. DEFINITIONS

- 2.1. "Purchaser" means ITI Limited, Bangalore Plant, Dooravani Nagar, and Bangalore.
- 2.2. "Bidder" means the individual or the firm who participates in the tender and submits the bid.
- 2.3. "Supplier" means the individual or the firm who is the successful bidder supplying and commissioning of the tendered items.
- 2.4. "Letter of Intent" means a letter issued by the Purchaser indicating his intention to place Purchase Order on the successful bidder.
- 2.5. "Purchase Order" means the order placed by the Purchaser on the Supplier for the supply, installation, commissioning, and fulfilling other conditions as required in the tender. This shall be deemed as "Contract".
- 2.6. "Commissioning" means the ACCEPTANCE OF THE SYSTEMS by the Purchaser in writing.

3. ELIGIBILITY CRITERIA FOR BIDDERS:

- 3.1. The bidder should have experience in manufacture & supply of precision sheet metal components to any organization within last 5 years from the date of RFP. Purchase Order copy (masking the prices) should be submitted/uploaded for supply of precision sheet metal components towards proof.
- 3.2. The bidder must have Average annual turnover of min 12Lakh rupees per year for the last 3 years. The bidder must submit the audit report towards proof.
- 3.3. The bidder must be in the field of sheet metal manufacturing for at least 05 years. Certificate of Incorporation must be submitted towards proof.
 - a. One single PO, then the value should be minimum of 80% of Rs.40Lakhs. i.e., Rs.32Lakhs
 - b. Two POs, then the value should be minimum of Rs. 50% of Rs.40Lakhs. i.e., Rs.20Lakhs
 - c. Three POs, then the value should be minimum of 40% of Rs.40Lakhs. i.e., Rs.16Lakhs.

The company must have qualified manpower i.e. Sheet metal Designers, Machinists, Tool makers, CNC Turret punch machine/Laser machine, Bending machine etc. To



carryout manufacturing and supply of precision sheet metal components in-house. The detailed organization chart must be provided as a proof on Company letter head.

3.4. Bidder must have all the required machines and plants (CNC Turret punch machine/Laser machine, Bending machine, , louring , riveting assembly, welding , phosphate coating and powder coating facility) under a single premises for fabrication and powder coating.

3.5. The bidder should have a registered office in India. They should submit their company profile in support of the same

3.6. The bidder should not be black listed / debarred by any Government/ Government agencies/ PSUs.

3.7. Bidder must quote for all the three process i.e Fabrication, Welding & powder coating.

3.8. Partial submission of bid shall be considered invalid.

3.9. **Delivery time:**

a) The bidder should supply the 500 Top Cover & Body per week immediately from the date of placement of PO.

b) Before bulk supply sample body should be approved from ITI inspection team.

c) QA inspection:- ITI QA team will visit bidder premises for the inspection of each ODC Top Cover & Body. Bidder can deliver the ODC Top Cover & Body only after the clearance from ITI QA.

4.0 **STORES TO BE SUPPLIED BY CONTRACTOR:**

(i) All materials mentioned in the schedule of material and required for the execution of the work, shall be arranged and supplied by the Contractor in the nominated stores Depot./Ms. ITI Ltd.,

(ii) The material mentioned in the schedule shall be carried by the contractor at various places depending on requirement, which is to be issued by Engineer In-charge at appropriate time on receipt of a written request from the contractor.

(iii) The contractor will be responsible for the safety of the material at site from the date of issue to the date of issue of Provisional Acceptance Certificate of the system.

(iv) Authorized representative(s) of engineer in-charge will keep record of material on day-to-day basis in summarized form and shall convey monthly position of store supplied by and issued to the contractor to the engineer in-charge of the work.

3.10. **Pre Bid Meeting:**

a) All vendors who compiles to the eligibility criteria for bidding of this RFP may attend Pre Bid meeting on -----

b) The eligible vendors shall submit all the required qualifying documents during the Pre Bid Meeting.

c) The required raw material & mechanical details like CRCA Sheets, Fasteners, PDF of piece part drawings, Assembly drawings etc. will be provided to the Bidder who attended the Pre Bid Meeting and comply the eligibility criteria for bidding of this RFP and after signing the NDA with ITI.

d) The CRCA Sheets which will be provided by ITI to the Bidder, charges will be borne by the Bidder for transportation & return the finished product and the waste scrap material to ITI. It is the reasonability of the Bidder.

e) The powder coating raw material will be provided by ITI and vendor has to match the shade/texture which has already approved by our customers & TOT partners.

f) Those who could not attend the Pre Bid meeting directly can attend through



Video conference (VC) and submit all the required documents through email.

- g) Those who could not attend Pre Bid meeting can send a request mail to ajayaerpul_crp@itilttd.co.in, & chamanlal_bgp@itilttd.co.in & rnd_rbl@itilttd.co.in and send all the required qualifying documents through mail.

4. EARNEST MONEY DEPOSIT (EMD)

- a. Non-submission of EMD will lead to disqualification of the Bid.
- b. Along with the Eligibility and Techno-commercial Bid, DD/BG of Rs.80,000/- in favour of ITI Limited Bangalore. [Hard copies that you can share to ITI Limited Bangalore plant has to be submitted.
- c. The bidders who are registered with SSI/ MSME/ NSIC, for the specific goods/ services (to be procured) as per tender enquiry specifications, at the time of submission of the Tender, are exemption from EMD. These bidders must submit a hard copy of their valid registration certificate in this office/M/s ITI Limited, Bangalore.

5. SUBMISSION OF BID DOCUMENTS

- a) The bidder shall submit the quote through Offline.
- b) The bid will be processed on a Two BID SYSTEM.
- c) The bidder shall submit the following documents along with the bid. The documents consist of the following:
 - i. EMD Details – (please refer Section II, clause 4 above) & Eligibility and Techno-commercial Bid
 - ii. Price Bid
- d) Eligibility and Techno-commercial Bid
 - i. The Eligibility and Techno-commercial Bid shall have the scanned copy of the following documents with sign and seal of duly authorized official of the bidder:
 - ii. Documents to prove eligibility conditions as per clause 3.3.
 - iii. The duly filled questionnaire/ eligibility/ evaluation format
 - iv. Clause-wise compliance to Technical Specifications (Section III)
- e) Compliance to:
 - i) General Terms and Conditions
 - ii) Other Requirements
 - iii) Technical clarifications issued by the Purchaser after the release of the tender, if any.
 - iv) Detailed Technical Literature of the equipment with parametric values including the optional features supported by the system.
 - v) A copy of the Price bid enclosed in the “Price Bid”, without showing the price.
 - vi) The duly signed Pre-Contract Integrity Pact Format
 - vii) The duly signed Certificate format for the Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017
 - viii) The bidder should submit a self declaration for not being black listed / debarred by any Government/ Government agencies/ PSUs.
- f) Price Bid: The Price Bid shall have the Price of the ODC Top Cover & Body Manufacture, Supply, Transportation (loading & unloading) including powder coating quoted as per the format.
- g) The bidder is expected to examine all requirements, terms and conditions of the



tender. Failure to furnish required information in every respect or non-submission of necessary proof and relevant document of EMD amount may lead to rejection of the bid.

- h) The Purchaser shall not be responsible for any delay in submission of bids due to the reason what so ever. Hence, bidders are advised to submit their bids well in advance to avoid such situations.

6. CLARIFICATION ON BID DOCUMENTS

- a. A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing or by E-mail at the Purchaser's mailing address indicated in the invitation of Bid on or before the stipulated date and time. The Purchaser will respond to any request for the clarification of the Bid Documents received within the schedule date. Copies of the queries (without identifying the source) and clarifications by the Purchaser will be published as a corrigendum in the Purchaser's E-Tendering portal, ITI web site and Central Public Procurement Portal also.

Notwithstanding the above, prior to the date of submission of the bids, the Purchaser may, for any reason, modify the tender documents. These amendments shall be put on the Purchaser's website and CPP Portal also. In order to afford prospective bidders a reasonable time to prepare the bid, the Purchaser may, at its discretion, extend the date for bid submission. Prospective bidders are therefore requested to check the Purchaser's website prior to submission of the bids.

- a. All firms who are not registered as MSEs as defined in Procurement Policy issued by MSME for the subject stores for which the offer is being invited, are required to deposit EARNEST MONEY equivalent to the amount as mentioned in the tender schedule.
- b. For claiming exemption from depositing earnest money, tenderer should be registered with MSEs for the subject stores for which the offers have been invited. Firms not registered for stores indicated in the tender schedule will be treated as unregistered and shall be required to deposit specified Earnest Money.
- c. Earnest money can be deposited in only any one of the following forms:
- d. A Fixed Deposit Receipt drawn in favour of M/s. **ITI Limited, Bangalore.**
- e. An irrevocable Bank Guarantee (BG) in Indian Rupees in the format supplied with the tender of any Indian Nationalized/Scheduled Bank.
- f. The earnest money shall be valid and will remain deposited with the purchaser for the period the offer is valid. If the validity of the tender is extended, the validity of EM document submitted by the tenderer shall also be suitably extended by the tenderer, failing which his tender, after the expiry of the period shall not be considered by the Purchaser.
- g. No interest shall be payable by the purchaser on the EM deposited by the

tenderer.

- h. The EM deposited is liable to be forfeited if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his tender.
- i. The EM of the successful tenderer shall be returned after the security deposit is furnished as per AT. If the successful tenderer fails to furnish the security deposit as required in the contract within the stipulated period, the **Earnest Money** shall be liable to be forfeited by the purchaser.
- j. **EMD** of the unsuccessful tenders shall be returned after finalization of tender. Tenderers are advised to send a pre-receipted challan along with their bids to facilitate refund of Earnest **Money** in time.
- k. Any tender received from firm which is not registered with MSMEs as Micro & Small Enterprises for the tendered stores, and is not accompanied with required **Earnest Money** in prescribed form, is liable to be rejected. Registration with any other authority will not exempt the firm from depositing earnest money.
- L. In place of bid Security, Bidders to sign a Bid Security declaration accepting that if firm withdraw or modify their bids during the period of validity or if Firm is awarded with the contract and it fail to sign the contract, or to submit a performance security before the deadline defined in the request for bid documents, Firm will be suspended for the period of time specified in the request for bid documents from being eligible to submit bids for contracts with entity that invited the Bids.

7. BID SUBMISSION AND PERIOD OF VALIDITY OF BIDS

- a. The bids shall be submitted before the time as specified on due date. If this day is declared as holiday on account of any reason, the bid submission period will stand extended up to same time, next working day.
- b. Bids submitted beyond the period specified shall be rejected.
- c. Bids shall remain valid for 180 days from the due date for submission of bids. Bids with lesser validity period will not be considered for evaluation

8. BID PRICES

- a. The offer must be in INR only. Terms of Price shall be FOR ITI Ltd. Bangalore. Bids that do not comply with terms of price will not be considered for evaluation.
- b. The price quoted by the bidder shall remain fixed during the entire period of the contract including AMC period (i.e., from the date of bid submission until Eight years from the date of supply). Any variation in taxes/ duties beyond a period of six months from the date of bid submission shall be to the account of the Bidder.

9. BID OPENING AND EVALUATION

- a. The bids will be opened on the due date mentioned. If the due date mentioned happens to be holiday for the purchaser for any reason, the bids will be opened at the same time on the next working day.
- b. The evaluation of the price bid shall be based on the total of the following.
 - Cost of Fabrication & Delivery of body of Out Door Cabinet (ODC- Body assembly)



with necessary accessories/spares to meet the requirements in damage free condition.

- c. The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of Purchaser's action.

SECTION III

I. DETAILS OF TOP COVER FABRICATION PARTS:

Sl No	Description	Qty per ODC	Total	In kgs
1	Clinch Nut M3	2	4000	
2	Clinch stud M6x20	19	38000	
3	4.8X10 rivets	44	88000	
4	4.8X14 Rivets	20	40000	
5	Clinch Stud M6X10	2	4000	
6	1.5X1250X2500	36.80	2000	73593.75
7	2X1250X2500	49.06	560	27475
8	SS 304 Mesh (Top Cover & Top inner)	4ft X 50ft	20 rolls	
9	SouthLux	2.6kg	200	200

II. DETAILS OF BODY FABRICATION PARTS:

SL No	Part Description	QTY per Cabinet	Raw Material Thickness	Raw Material
1	Outdoor cabinet assy	1		
2	ODC Body	1	1.5	MS
3	ODC Base	1	2	MS
4	MOUNTING Hook	3	1.5	MS
5	MAIN BODY TOP BRACKET	1	1.5	MS
6	L -bracket	1	1.5	MS
7	U Rail Bracket 1	2	1.5	MS
8	U Rail Bracket 2	2	1.5	MS
9	U Rail Bracket 3	2	1.5	MS
10	Bottom Bracket	1	1.5	MS
11	Leg without hole	1	2	MS
12	Leg with hole for number plate	1	2	MS
13	Leg with hole	2	2	MS
14	Smoke sensor bracket	1	1.5	MS
15	Metal loop	5	1.5	MS



III. DETAILED TECHNICAL SPECIFICATIONS:

1. Cabinet body should be fabricated as per sample. Top Cover & Door should match the Cabinet body.
2. Powder coating Material Test Certificate must be supplied along with fabricated Cabinet body.

Specification of Powder Coating

- 1) Description of Powder : **RAL 7035 PURE POLYESTER (STRUCTURED) SEMI GLOSS POWDER**
- 2) Required Powder Coated Thickness : **80-120 micron**
- 3) Area of Body (Rack) : Approximate **3.4 Sq. meter**
- 4) For one body (Rack), 1.5 kg powder is required
- 5) Salt spray test Certificate on component for 300 hrs.

SECTION- IV

PRICE BID FORMAT

Sl. No	Item Description	Qty. Nos	Basic rate in INR.	Tax & Duties	Total
1	ODC Top Cover Fabrication, powder coating and delivery	1			
2	ODC Body Fabrication, powder coating and delivery	1			

Note:

- 1) The bidder should necessarily quote for all Zones. Incomplete quote will be rejected.
- 2) Prices with "0" / "Nil" / "N/A" i.e. without any offer will not be considered for bid evaluation .
- 3) Price Bids of those who have been qualified technically would only be opened at a later date.
- 4) Any disclosure of price/s in the Technical bid will be summarily rejected.
- 5) The Rates should be on DOOR DELIVERY AT ITI BANGALORE basis including Loading & unloading and other incidental expenses.
- 6) L1 Status will be evaluated based on sum of all the cost.

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(Authorized signatory of the bidder with date and seal)

SECTION V

COMMERCIAL TERMS & CONDITIONS

1. Submission of E- Bid

The quotations shall be submitted in two bid System, ie, technical and commercial Bid/Price Bid through offline in two covers as per the tender document. Your quote should be valid for 180days.

2. EMD Clause

An EMD (Earnest Money Deposit) as specified in the Tender in the form of DD/Bankers Cheque /Bank Guarantee in favor of "ITI Ltd, Bengaluru Plant, Bengaluru-560016" valid for a minimum period of 180 days from the date of bid opening.

- a. Return of EMD: The EMD Amount of the technically not suitable bidder would be returned within 2 weeks from the data of opening of commercial bid, along with the unopened commercial bid.
- b. The EMD of the technically suitable unsuccessful bidder would returned within 2 weeks from the date of finalization of purchase order by ITI Ltd. The EMD of technically & Commercially successful bidder would be returned on submission of PO acceptance by the supplier along with PBG

3. Performance Bank Guarantee (PBG)

The Bidder shall execute PBG from a Scheduled Bank to ITI Ltd for an amount equal to 5% [Five Percent] value of the purchase order valid for the period of 24 months from the date of purchase order to ensure satisfactory performance of the order. The PBG shall be executed within 21 days after receipt of the purchase order or any extension thereof. In case the bidder fails to furnish the PBG within 21 days or any extension thereof the purchase order shall be cancelled or terminated and appropriate penal action shall be initiated. Any breach of the terms and conditions of the PO including delivery period, PBG shall be forfeited and PO shall be terminated and cancelled at the bidder's risk, cost and liability.

The PBG will not carry any interest and shall be returned after the warranty period. Bidder shall submit the indemnity bond for the value of material provided by ITI Limited.

4. Warranty

- a. The Bidder shall provide comprehensive warranty of 8 years for ODC body.

5. Payment terms

1. 100% payment in 60 days against the submission of original tax invoice.
2. Duly certified Delivery challan and QA acceptance.

6. In case of Inland purchase order, your quote will be on FOR ITI Ltd., Bangalore basis.

7. **Documents:** The supply should be accompanied with the following documents.

- a. Warranty Certificate.

8. Delay in Completion / Liquidated Damages

If the bidder fails to deliver the system within the time specified in the order or any extension thereof, the ITI Limited shall recover from the bidder as LD a 0.5% [sum one-half of one percent] of the contact price for each calendar week of delay. The total LD shall not exceed 10% [Ten percent] of the order value for delayed supply or non-performance.

9. Replacement

If the delivery of the equipment's or any portion thereof [i.e. materials/ systems/ components] is damaged or lost, the bidder shall be provided on free of cost within a reasonable time to avoid unnecessary delay in the intended usage of the materials/systems/ components.

10. Terms of Contract

The contract shall be effective on the date of its signing and shall continue until the date of the successful completion of work/event unless terminated sooner by either of the parties.

11. Rejection of the Bid

- 11.1. Effective competition is lacking
- 11.2. All bids are not substantially responsive to the requirement of the tender condition
- 11.3. Bid price are substantially higher than that of the estimated cost/ available budget
- 11.4. None of the technical proposals meets the minimum technical qualifying score
- 11.5. Canvassing by the bidder in any form including unsolicited letter and post-bid correction may invoke summarily rejection with forfeiture of EMD.
- 11.6. Conditional bids shall be rejected.

12. Termination of the Tender

- 12.1. ITI Ltd may at any time terminate the contract for any reason by giving the bidders a notice of termination that refer clause 18.
- 12.2. Upon receipt of the notice of termination under Commercial T&C or GCC [General conditions of contract] Sub-Clause 18.1, the Contractor shall either immediately or upon the date specified in the notice of termination

13. Termination For Default

ITI Ltd, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder, may terminate this Contract in whole or part,

- 13.1. If the bidder does not complete the work within the time frame as specified in the tender or any extension thereof granted by the ITIL, after examination of progress fortnightly and on completion
- 13.2. If the bidder fails to perform any obligation/s under the contract
- 13.3. If the bidder in either of the above circumstances, doesn't remedy its failure within period of 15 days (or such longer period as the ITI Ltd may authorize in writing) after receipt of the default notice from the ITI Ltd.
- 13.4. Termination for Convenience:- ITI Ltd may without prejudice to any other remedy for breach of contract, by written notice may terminate this Contract in whole or part, for convenience by sending a notice of ____ days.

14. Termination for Insolvency



ITI Ltd may at any time terminate the Contract by giving written notice to the bidder, if the bidder becomes bankrupt or otherwise insolvent. In this tender/work, termination will be without compensation to the bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the ITI Ltd.

15. Force Majeure

Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted, to acts of the purchaser either in its sovereign or contractual capacity, wars or revolution, epidemics, pandemics, quarantine restrictions, strikes, lockouts, natural calamities, freight embargoes etc. If there is delay in performance or other failures by the supplier to perform its obligation under its contract due to event of a Force Majeure, the supplier shall not be held responsible for such delays/failures.

If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within Fourteen days of occurrences of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding thirty days, either party may at its option terminate the contract without any finance repercussion on either side.

There may be a Force Majeure situation affecting the purchase organization only. In such a situation the purchase organization is to take up with the supplier on similar lines as above for further necessary action.

16. Arbitration:

If the Bidder / Bidder be dissatisfied with the decision of the Company, on any matters in question, dispute or difference on any account or as to the withholding by the Company of any certificates to which the Bidder / Bidder may claim to be entitled to or if the Company fails to make a decisions within a reasonable time (which reasonable time will in no case exceed three months) as the case may be shall demand in writing that such matters in question, dispute or difference be referred to Arbitration. Such demand for Arbitration shall be delivered to the Company by the Bidder / Bidders and shall specify the matters which are in question, dispute or difference and such disputes or difference of which the demand has been made and no other matter shall be referred to arbitration.

Provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof & the rules made there under & for the time being in force shall apply to the arbitration proceedings.

The Arbitration shall have its seat in Bengaluru. The decision of the Arbitrator shall be final and binding on the parties to this Contract. Each party shall bear its own cost of preparing and presenting its case. The cost of Arbitration including the fees



and expenses of the Arbitrator shall be shared equally by the Bidder / Bidders and the Company.

17. Priced Spares list of the equipment to be provided. If needed ITI will procure during the warranty period and the price quoted is frozen during warranty period.

18. We reserve the right to reject any or all offer and to order in full or part quantities thereof without assigning any reason whatsoever.

19. **Governing Law:** This Contract shall be governed in accordance with the laws of India.

20. **Jurisdiction of Courts:** The courts of India at Bengaluru have exclusive jurisdiction to determine any proceeding in relation to this Contract.

21. INDEMNITY BOND:

A). The Contractor will have to furnish an Indemnity Bond for all the value of materials

(as per annexure-X of chapter-VI) for the Security of the M/s ITI Ltd., material is Issued to him.

B). Indemnity Bond will be released after commissioning of work and when all balance material (Raw material & waste Material issued to Vendor/Contractor) is returned by contractor; i.e. after signing the final material statement for closing the contract. The security of the material brought to the site of work will remain with the Contractor, till commissioning of the complete structure and same is handed over to M/s ITI Ltd., nominated representative of M/s ITI Ltd.



ANNEXURE-1

CERTIFICATE

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

To:

ITI Limited.,
Bangalore Plant,
Bangalore-560016

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.

1. 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.

3. 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 hereinbefore, 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*



ANNEXURE-2

(FORMAT FOR THE BID SECURITY/ EMD)

(To be typed on Rs.100/- non-judicial stamp paper)

Whereas..... (hereinafter called “the Bidder”) has submitted its bid dated.....for the supply of vide Tender No. _____
Dated _____ KNOW ALL MEN by these presents that WE
..... OFhaving our registered office at.....(hereinafter called “the Bank”) are bound unto ITI Limited (hereinafter called “the Purchaser”) in the sum of Rs..... for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
 - a. Fails or refuses to execute the Contract, if required; or
 - b. Fails or refuses to furnish the Performance Security, in accordance With the instructions to Bidders.
3. We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser
4. Having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.
5. This guarantee will remain in force as specified in clauses 11 of the RFP Document upto and including 60 days from the tender opening date and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank
Authority
Name
Signed in Capacity of

Name & Signature of Witness Full address of Branch

Address of witness Tel No. of Branch



ANNEXUR-3

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE

In Consideration of ITI Limited, Dooravaninagar, Bangalore-560016 (hereinafter called as the Company) We ----- Bank, ----- Bangalore (hereinafter referred to as the 'Bank') executed this Performance Guarantee Bond as surety to the cost of (Rupees Only) Supplied by (hereinafter called to as the 'Supplier') as per the Purchase Order No. of ITI Limited.

1. At the instance of -----, the Supplier We hereby undertake to pay to ITI Limited, Dooravaninagar, Bangalore-560016 an amount not exceeding Rs..... (Rupees Only) if the Machine supplied by the Company fails to perform to the satisfaction of the Company up toon or before the expiry of this guarantee, or within the agreed period whichever is earlier.

2. We, agrees to pay for the value of the rejected materials up to the limit of Rs..... (Rupees Only) without any demur, merely on a demand notice from the Company stating that the Company has suffered loss due to non-performance of supplied by the Supplier. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

3. We, undertake to pay the Company any money as demanded notwithstanding any dispute or disputes raised by the Supplier in any suit or proceedings pending before any court or any tribunal relating thereto out liability under this guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Supplier shall have no claim against us for making such payment.

4. We, ----- Bank further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner, our obligation hereunder to vary the any of the terms and conditions of the said agreement or to extend time of performance by the said Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the Supplier and to forbear or enforce of the terms and conditions relating to the said purchase order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Supplier or for any forbearance act or omission on the part of the Company or any indulgence by the Company to the Supplier or by any such manner or thing whatsoever, which under the law relating to sureties would , but for the provision, have effect of so relieving us.

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

6. We, ----- Bank, further agrees that the guarantee herein contained shall remain in force till.....

We, ----- Bank, undertake not to revoke this guarantee during its currency except with the previous consent of the Company by writing.

Dated the.....day.....

Corporate Seal of the Bank



Witnesses
or of a

Signature by its constituted Attorney

of the bank 1.
2.

person duly authorized to sign on behalf

ANNEXURE-4

Declaration that the Bidder has not been blacklisted/debarred

(To be submitted on Non-Judicial Stamp Paper of Rs. 100/- duly notarized)

Place:

Date:

To,

<name and address>

Ref: Tender Notification nodated

Subject: Declaration of Bidder being not blacklisted

Dear Sir,

It is certified that our firm/company or any of our entity is not black listed/Debarred from doing business or put on holiday list etc by any Govt. Organization / PSUs for any reason. However, if we fail to complete the awarded work / fulfill the Tender conditions or if any of the information submitted by our company or its employee or associate, proves to be false, ITI Ltd shall be free to take action / black list our firm / company notwithstanding of taking any other legal action.”

Place :

Date :

Bidder's Company Seal :

Authorized Signatory's Signature :

Authorized Signatory's Name and Designation:



ANNEXURE-5

PRE-CONTRACT INTEGRITY PACT

PURCHASE ENQUIRY/ORDER No.

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

BETWEEN:

ITI Limited having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bengaluru – 560 016 under the administrative control of 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 of ITI Limited. The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its 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 Actor if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER/CONTRACTOR

2.1.The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the 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/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s)/Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.



- f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

SECTION 3 – DISQUALIFICATION FROM 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.
- 3.7 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 subcontractor(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 subcontractors/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 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.



- 7.2 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 a reasonable time from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 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 Independent External Monitor appointed by the Principal at present is furnished below: -

Shri Javeed Ahmad, IPS(Retd.)

M-1101, Shalimar Gallant Apartment,



Vigyanpuri, Mahanagar, Lucknow-226006

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

SECTION 9 – PACT DURATION

- 9.1 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.
- 9.2 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).
- 9.3 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 10 – OTHER PROVISIONS

- 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.
- 10.3 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate Office of the Principal at Bengaluru.
- 10.4 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.
- 10.5 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.
- 10.6 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.
- 10.7 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.
- 10.8 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

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

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....
(Name & Designation) (Name & Designation)



Witness

Witness

1)

1).....

2)

2).....

**ANNEXURE-6
NON DISCLOSURE AGREEMENT**

This Nondisclosure Agreement (the “Agreement”) is entered into betweenAGM- (MM), ITI Limited, ITI Bhavan, Dooravaninagar, Bangalore – 560 001 (“Disclosing Party”) and, (Receiving Party”) for the purpose of preventing the unauthorized disclosure of confidential Information as defined below.

The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information (“Confidential Information”)

1. Definition of Confidential information. For purpose of this Agreement, “Confidential Information” shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word “Confidential” or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information
2. Exclusions from Confidential Information. Receiving Party’s obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party’s representatives; or (d) is enclosed by Receiving Party with Disclosing Party’s prior written approval.
3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required. Receiving Party shall not without prior written approval of Disclosing Party, use for Receiving Party’s own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, Tenders and other written,



printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

- 4. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party’s duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party send Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.
- 5. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.
- 6. Severability If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.
- 7. Integration This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements representations and understanding. This Agreement may not be amended except in a writing signed by both parties.
- 8. Waiver The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights. This Agreement and each Party’s obligation shall be binding on the representatives, assigns and successors of such Party. Each Party has signed this Agreement through its authorized representative.

Signature
(Name)
Date

Signature
(Name)
Date

ANNEXURE -7
INDEMNITY BOND-Format

Indemnity Bond for safe custody of M/s ITI Ltd., material to be supplied to
M/s. _____ under Tender no. _____

_____ We, M/s. _____
(hereinafter called the Contractor) do hereby undertake that we shall hold in our custody for and on behalf of the President of India acting in the premises through the Dy.General Manager, M/s ITI Ltd., or for him all M/s ITI Ltd., materials which have been handed over to us against the contract for Tender no. _____ dt. _____ for the work of _____” by the

Railway for the purpose of execution of the said contract until such time the materials are duly installed and/or erected or otherwise handed over to the M/s ITI Ltd.,. We shall be entirely responsible for the safe custody and protection of the said materials against all risk till they are duly delivered as installed and/or erected equipment to the M/s ITI Ltd., or as directed otherwise and shall indemnify the Railway



against any loss, damage or deterioration whatsoever in respect of the said materials. The said materials shall at all-time be opened to Inspection by any Officer authorized by the Dy.General Manager, M/s ITI Ltd., or his nominee.

Should any loss, damage or deterioration of materials occur or surplus materials disposed off and a refund becomes due, the Railway shall be entitled to recover from us the full cost and compensation determined in terms of the contract for such loss or damage, if any, along with the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at any time thereafter becomes due to us under the said or any other contract.

In the event of any loss or damage as aforesaid the assessment of such loss or damage and the assessment of the compensation therefore would be made by the President of India acting through the Dy.General Manager-Purchase, M/s ITI Ltd., or his authorized nominee shall be final and bind upon us.

Signed at _____ on this day of _____

Signature of Witness: _____

For & on behalf of M/s. _____

Name of Witness in BLOCK LETTERS: _____

ADDRESS: _____
