ITI LIMITED

R&D

BENGALURU PLANT

DOORAVANINAGAR

BENGALURU-560016

DEVELOPMENT OF INTERFACE CARD FOR ITI PROPRIETARY SYSTEM

Tender Reference:

R032D0003

Dated: 26.04.2022

REQUEST FOR PROPOSAL
ITI LIMITED

INVITATION OF BIDS FOR DEVELOPMENT OF INTERFACE CARD FOR ITI PROPRIETARY SYSTEM FOR R&D, ITILIMITED, BANGALORE

IMPORTANT INFORMATION

e-Tender for DEVELOPMENT OF INTERFACE CARD FOR ITI PROPRIETARY SYSTEM for R&D, ITI Limited, Bengaluru - reg.

IMPORTANT INFORMATION

Sl.No	Items	Description
1	Scope of work	DEVELOPMENT OF INTERFACE CARD FOR ITI PROPRIETARY SYSTEM FOR R&D, ITI LIMITED, BANGALORE
2	Tender Reference	**R032D0003** Dated: 26.04.2022
3	Cost of bid documents	Rs.1000/- Online Payable in favour of "ITI Limited, Bangalore"
4	Date of uploading of Tender Document on website/ Portal	26th APRIL, 2022
5	Last Date & Time for upload/ submission of bid	17th MAY, 2022 @1600 HRS
7.	Date of opening of technical bid	18th MAY, 2022@1000HRS
8	Date of opening of financial bid	Will be communicated to technically successful bidders
9.	Bid Security (Earnest Money Deposit)	Rs. 8,00, 000/- (Rupees Eight Lakh only) accepted in the form of online Payment

10	Performance Bank Guarantee from successful Bidder	PBG - 3% of PO Value to be submitted in the form of Bank Guarantee from any of the Nationalised Banks in favour of ITI Limited, Bengaluru. Performance Bank Guarantee should remain valid till completion of ToT & warranty period
11.	FORMING PART OF BID DOCUMENT	

11. FORMING PART OF BID DOCUMENT

   I. Bidders/firms who fulfil the requirements as mentioned in this tender document shall be eligible to apply.

   II. The bid can only be considered for evaluation after online remittance of EMD in ITI Limited, Bengaluru. In case of non-receipt of EMD bid will be rejected.

   III. On tender opening date, the bidders can login and see the bid opening process.

   IV. Bidder can upload documents in the form of PDF format only

   V. Bidder must ensure to quote rate of each item in BOQ.

   VI. If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).

   VII. The eligibility documents shall be opened first for technical bid on due date and time as mentioned above. Financial bid (BOQ) of Bidders/firms who qualified in technical evaluation will be opened on a later date.

   VIII. EMD will not be applicable for MSME enterprise & valid certificate to be uploaded

12.	LIST OF _**MANDATORY**_ DOCUMENTS TO BE SCANNED AND UPLOADED WITHIN THE PERIOD OF BID SUBMISSION: -
	1 Company Profile along with last three years audited Financial Results 2 Copy of receipt for deposition of original EMD / Cost of the tender document or copy of relevant documents for exemption. 3 Duly filled Technical Bid Proforma 4 Income Tax Assessment Completion Certificates for last three financial years duly certified by a Chartered Accountant/ Statutory Auditor. 5 Copy of PAN card 6 Certificate of Registration for GST 7 Copy of work orders present and past contracts with their contact details 8 Performance certificates from Past and Present clients for 3 contracts of similar works 9 Certificates from your Statutory Auditor regarding Average volume Sales/Turnover of business during each of the last 3 financial years

13.	Place of opening of bids	**ITI Limited, Bengaluru Plant**
14.	Address for communication	R&D Purchase , Bangalore Plant, ITI Limited, Bangalore-560016 Phone: 080-28503675 E-mail: mmr_bgp@itiltd.co.in
15	Bank Details	Name : M/s ITI Limited Account No: 36429021133 IFSC Code: SBIN0001438 MICR Code: 560002016 Address: ITI Township, Doorvani Nagar PO, Bangalore-16

Note: In the case of non-submission of the Mandatory documents, the Bid would be rejected.

For any clarification / queries related to uploading in e-Tender Portal, kindly contact our e-tender partner Mr. Dhanraj (Antares) email:dhanraj.p@antaressystems.com; MOB: 9686115308

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Specifications of Interface Card for ITI Proprietary System (PS)

Sl.	Specifications	Compliance (yes/No)	Deviations (If any)
1	The Interface Card of ITI Proprietary System (PS) or System should be portable customer premises equipment (CPE) to provide confidential/private communication services for Analog and IP interfaces. The system shall function with internal and external AC/DC power supply. Provision should be there for inbuilt battery backup for 30 minutes. Input 12v will be provided through adaptor. Details of power supply parameters will be informed by ITI while evaluating the design. Architecture: • The proposed Interface Card architecture of System (PS) should be NO-OS solution. • The developed Interface Card should be compact size and should not be more than 140x205mm. • The Mechanical Chassis (Aluminium) should be a compact size of maximum 270x180x60 mm with proper cooling and EMI/EMC compliance. Analog Services • Voice, Fax and Low speed data IP Services • Voice, Data and Video (IPv4 & IPv6) Gateway Calls • IP to Analog and Analog to IP calls on IP media. NMS Service • Independent Ethernet port for SNMPv3 Optional services WiFi module & Optical interface module can be mounted as per requirements without change in the software/ firmware. User can enable WiFi & Optical services through console. Details will be informed by ITI while evaluating the design.		
2	User Interfaces • System (PS) should have 4 universal LAN ports (RJ45) in back panel, with port based VLAN, to connect Ethernet (10/100/1000 Mbps) enabled user devices. • System (PS) should have 1 POTS & FAX port (Dual RJ11 port SLIC) in back panel to connect user analog phone and G3 FAX machine. • Proprietary USB/UART interface to load custom data & custom image.		

	- USB/UART interface for low speed data through PSTN network. - Emergency erase switch. - Buzzer ON/OFF switch. - EQD lock & switch. - WiFi interface (Optional) Network Interfaces - WAN port (RJ45)- 01number, Back panel, 1Gbps - NMS port(RJ45) – 01number, Back panel, 100Mbps - PSTN line (RJ11) – 01number, Back panel - Clock synchronization port, Back panel. - Optical interface – 01 number (Optional port. Can be mounted as per requirement.) Man machine interface (MMI) - System (PS) should have on board Reset switch. - Touch keypad to enter passwords and menu driven functions. - LCD panel to display the system status. - Console port to monitor/configure system parameters.

3	Throughput (With Encryption) Full duplex mode up to 900+ Mbps		
4	Extraction of the clock The system (PS) should be able to extract clock from stratum 1 clock and self-synchronise over the network. The facility should be user configurable.		
5	Synchronization Synchronization must be achieved dynamically. The system (PS) should initiate the resynchronization automatically in case of loss of synchronization. Visual and aural indication should be given during the synchronization process.		
6	Monitoring and Configuration: The system must support SNMPv3 for remote monitoring and LEDs for local status monitoring. It should be possible to configure the system with LCD display and keypad.		
7	Visual indication The system (PS) should have proper visual indications using LEDs, Display panel, etc to indicate the alarm and health conditions. - Green LED for power indication. - Firmware integrity test result through LED. Green colour for integrity test pass and Red colour for integrity test fail condition. - Custom Data integrity test result through LED. Green colour for integrity test pass and Red colour for integrity test fail condition.		

	• Custom Image integrity test result through LED. Green colour for integrity test pass and Red colour for integrity test fail condition.		
8	<u>Aural Indication</u>: Buzzer for audio alarm indication.		
9	Vendor has to prove the system (PS) confidential/private communication functionality with AES-256 algorithm with ITI supplied Custom Data.		
10	<u>Authentication:</u> System (PS) should support Three levels of authentication. If Machine & Admin authentication fails, Custom Data, Custom Image and other Custom parameters of the system should be erased from the flash memory, the Memory area should be filled with TRNG and system should be dysfunctional. Further details, if any, will be informed by ITI while evaluating the design. • Machine authentication: Each system should have a network access control to prevent unauthorized machines from entering the network. • Admin authentication: Authentication of administrator should be carried out prior to change of configuration within the system. • User authentication: Authentication of user should be carried out prior to access of user level features. <u>Note:</u> Machine authentication, Admin authentication and User authentication should not be same. i.e If same password is given to Machine, Admin and User authentication, system should not accept the authentication password. Further details, if any, will be informed by ITI while evaluating the design.		
11	<u>Physical Security (Tamper proof):</u> • The system (PS) should be secure and tamper proof (ON line and OFF line). When the system is tampered, Custom data & Custom Image should be erased from the flash. After erase, Custom data & Custom Image memory area should be filled with TRNG. System should be dysfunctional. System should popup with "SYSTEM TAMPRED" message in LCD panel. • Button cell to be provided for OFF line tamper. • Further details of tamper will be informed by ITI while evaluating the design.		
12	<u>Custom Data and Custom Image erase:</u> The system (PS) should have the provision for the erasure of Custom Data and the Custom Image separately with authentication. After erasure Custom		

	Data & Custom Data memory area should be filled with TRNG. System should be dysfunctional. Further details, if any, will be informed by ITI while evaluating the design. Note: If the custom image of flash is erased custom data also should be erased and erased memory area should be filled with TRNG.		
13	Emergence Erasure: In case of emergency user can erase system parameters, password, custom data & custom image by pressing the emergency erase switch with user/admin authentication through Keypad & LCD panel. After erase, custom data & custom image memory area should be filled with TRNG. System should be dysfunctional. System should popup with "SYSTEM ERASED" message in LCD panel. Adequate protection against inadvertent erasure should be incorporated. Further details, if any, will be informed by ITI while evaluating the design. Note: If any power fail happens while erasing and filling memory area with TRNG, system should identify the erase failed condition and refill the flash memory area with TRNG.		
14	Equipment Destruction (EQD): The equipment/system should have the provision of emergency destruction. A high voltage say 12v to be routed through mechanical lock and push button switch to memory having custom data and custom image, instead of normal 3.3v, to destroy the component. Further details, if any, will be informed by ITI while evaluating the design.		
15	POST (Power On Self Test) • Firmware integrity test • Custom data integrity test • Custom Image Integrity test. Note: 1. If Firmware integrity test fails, custom data and custom image should be erased from the flash and system should be dysfunctional. 2. If any Integrity test fails, system should be dysfunctional.		
16	BIST (Built In Self Test)		

	User can initiate the test as and when required with authentication through Keypad & LCD panel.
	• Firmware integrity test
	• Custom data integrity test
	• Custom image Integrity test.
	<u>Note:</u>
	  1. If Firmware integrity test fails, custom data and custom image should be erased from the flash and system should be dysfunctional.
	
	  2. If any Integrity test fails, system should be dysfunctional.		

17	<u>Minimum Resources required in the selected FPGA:</u> • Logic elements for custom image-1 is 50000 • Logic elements for custom image-2 is 50000 • FPGA to boot from third party flash • Internal BRAM size 34Mb Separate FPGA for custom image-1 and custom image-2. Vendor should interact with ITI while selecting the FPGA.		
18	<u>System (PS) features:</u> The proposed Interface Card architecture involves the usage of multi core ARM architecture for NO-OS function. Below are the preferred requirements/ features of the Interface Card to be built. Vendor should interact with ITI for further clarification. • System should have two levels of Authentication. One with system specific token and another with Password. Further details, if any, will be informed by ITI while evaluating the design. • Machine/ Admin/ User password length is 8 to 16 digits. Admin can set the User password. Password should be stored in cipher form. Further details, if any, will be informed by ITI while evaluating the design. • Analog telephone system (POTS) should be used as a normal telephone instrument to establish clear voice calls in case the system is powered OFF. By default the system should function is secure mode only. • System should support analog FAX transmission speed from 2.4 kbps to 14.4 kbps through PSTN network. • For analog services user can configure the header length, through console, 4/8/12/16/32 bytes. • Analog FAX, Low speed data and IP services are always in secure mode.		

- Voice/Data/Fax calls through PSTN network.
- Gateway call (SIP call) should support static IP and Dynamic IP.
- System should support Gateway calls. i.e. IP to Analog and Analog to IP calls on IP media.
- Voice/Video/Data/Fax calls through IP network.
- System should support multi party video conference calls.
- MMI through LCD and Touch keypad.
- System should have onboard independent TRNG module.
- System should have RTC. RTC functional details will be informed by ITI while evaluating the design.
- In built diagnostic feature. Details will be informed by ITI while evaluating the design.
- ARP & ICMP, SNMPv3 packets are left un-encrypted.
- MTU size of 1500 byte should be supported.
- Full duplex communication should support.
- NO-OS solution.
- IPv4 & Ipv6 support.
- Tamper detection and action.
- Layer2 & Layer3 private communication processing. Further details, if any, will be informed by ITI while evaluating the design.
- Port filtering. Details will be informed by ITI while evaluating the design.
- In system/test software; vendor name should not be indicated. All software modules/sub-modules should be in the name of ITI.
- System should support following protocols
  - Port based VLAN for LAN ports.
  - System should function with Static IP & Dynamic IP (through DHCP client).
  - MAC binding.
  - 802.1x,
  - SRTP
  - Network time synchronization protocol.
  - SIP protocol for VOIP calls.
- Processed IP packet should follow the standard CRC calculation. Further details, if any, will be informed by ITI while evaluating the design. .
- Power ON authentication for system booting.
- Administrator authentication for system configuration.
- User authentication to monitor the system status.
- Provision to store custom data, custom image-1 and custom image-2 FPGA image in flash.

	Minimum flash memory required store custom data and custom image is 256Mb. • Facility to load custom data and custom images, via microcontroller, from external device (ITI Developed device) through proprietary USB/UART connector. Further details, if any, will be informed by ITI while evaluating the design. • Loading of custom data and custom image, via micro controller, is through proprietary USB/UART connector. Loading of custom data and custom images will be done after successful verification of integrity (Chksum) value. Further details, if any, will be informed by ITI while evaluating the design. • Custom image and Custom data should be stored in cipher form. Functional details will be informed by ITI while evaluating the design. • Initially custom data will be stored in buffer memory area and as and when required, custom data will be transferred from buffer memory area to Active memory area with authentication. On successful custom data transfer from buffer memory area to active memory area, Buffer memory area will be filled with TRNG and Active memory area custom data should be transferred to FPGA's BRAM. • In Flash, custom data and custom image should be stored cipher form. However data/image should be transformed back before loading to FPGA. Further details, if any, will be informed by ITI while evaluating the design. • Custom data & Custom Image loading to FLASH should be with authentication/password. • Un-used memory locations should be filled with "0xFF". • Vendor has to prove the system private communication functionality with AES-256 algorithm with ITI supplied custom data. • Call status, i.e. analog call and IP call status, monitoring. • LAN/WAN Ethernet cable interface status monitoring. i.e. connected or disconnected. • Visual system alarm indication on LCD panel. • Audio system alarm indication through buzzer. • System status monitoring through SNMPv3. • System diagnosis through POST and BIST for periodic health check and integrity check with hash function. • System TRNG status health check. If TRNG fails,		

	system should pop-up a message "TRNG FAILED RESTART SYSTEM". TRNG health check details will be informed while evaluating the design. • Online /Offline Tamper detection and action by opening the top cover. • Equipment Destruction on emergency.		
19	<u>Mechanical Chassis (Aluminium):</u> The chassis for ITI proprietary system should be a compact size of maximum 270x180x60 mm with EMI/EMC compliance and proper cooling. Any change in mechanical dimension should be discussed with ITI. Front and Rear panel component positioning will be provided by ITI. Suitable heat sink/cooling facility should be provided along with EMI/EMC and Environmental condition. The following peripherals should be accommodated in Chassis. • Power supply card • Switches, fuses for power supply (AC/DC/Internal battery) • Security Token • Touch Keypad • Custom Data & Custom image connector for loading. • LCD display panel • Tamper switches • Equipment Destruction lock • Provision for Internal battery (Lithium ion) for 30 minutes backup • Necessary LEDs, Push buttons for status indication and erase operations. <u>Note:</u> 1. Vendor should demonstrate the 3D view of proposed chassis. 2. Colour of the chassis will be informed while evaluating the design. 3. Further details, if any, will be informed by ITI while evaluating the design.		
20	The overall weight of the system should not be more than 2.5 kg.		
21	Developed Interface card should have test points to collect the test samples. Details and number of test points will be informed by ITI while evaluating the design.		
22	Provision to read the entire content of the flash memory and FPGA residing on Interface card through independent software/ application through USB/UART interface. Details will be informed by ITI while evaluating the design.		
23	<u>Safety Features:</u>		

	Safety features shall be provided in the equipment to ensure the following. • Prevention of damage to the equipment due to short circuit and variation in power supply voltage (over/ under voltage) and current surge. • Prevention of electric shock to personal operating/ maintaining/ repairing the equipment through fuses and other safety devices. • Lightning protection on line side is desirable. • Fail safe design to ensure that a fault in a particular circuit does not result in damage to other parts of the circuits/ equipment.		
24	Temperature: Equipment should be capable of being used in any terrain/ climate in Indian sub-continent. It would be capable of satisfactory performance under the following temperature conditions. • Operating temperature: -10° C to $+ 55^{\circ}$ C • Storage temperature: -10° C to $+ 70^{\circ}$ C • Humidity: 95% at 40° C		
25	Environmental Specifications: Equipment should confirm to commercial specifications given in QM 333 category B2 or equivalent international standards.		
26	EMI/EMC The equipment must meet relevant commercial specifications as per MIL 461 D&E.		
27	ESS: Optimum ESS program for removal of infant mortality and latent defects as per mil handbook 344A comprising essential thermal and vibration testing for complete unit as a whole would be adhered to.		
28	Reliability: The equipment should be able to work continuously without breakdown or overheating and should complied DOT SPEC QM333.		
29	MTBF: Minimum 10,000 working hours.		
30	MTTR: Maximum 30 minutes.		
31	No items to be in BOM, which are manufactured in China.		

Interface Card delivery schedule and payment terms:

Vendor should give a Bank Guarantee for 03% of P.O. value towards the development of Interface Card before the payment against the milestone-1. The Bank guarantee will be valid up to the completion of free warranty period.

Vendor should sign the NDA before releasing the first milestone payment.

Vendor should handover the firmware source code (DVD) for each version. ITI R&D will generate the binaries and carryout the initial testing at ITI R&D labs. Preparation of HW & SW design document is in association with ITI.

Sl. No	Activity	Lead Time	Milestone	Deliverables related to Activity	Payment	Remarks
1	PO acceptance & Project Start	T0				
2	Design review, finalization of the project and submission of documents and compliance reports.	T0+6 weeks	Milestone 1	HW & SW design document, project architecture document covering block level schematic of all functional modules/sub-modules and interfaces. Data transfer/communication between modules/sub-modules details document.	10%	
3	Component ordering, PCBs placement and routing, Board Fabrication, Board assembly, Basic Bring-up for first 4 prototypes.	T0+20 weeks	Milestone 2	Initial BOM, Fully assembled 4 set of Interface card prototype boards before EMI and EMC compliance testing, Source code of the firmware (DVD) and details of development platform used exclusively for the development. Configuration and Testing of basic functionalities with standard AES-256 algorithm at ITI R&D lab.	15%	
4	Integration and testing of all functionalities, BOM and TOT files for in-	T0+30 weeks	Milestone 3	Updated BOM, details of component sources and source code of firmware (DVD). Functional testing of software along with internal test reports and	10%	

				testing of all features as per requirements at ITI/customer premises and acceptance by ITI/customer. Vendor has to handover full Gerber files, Drill files, Layer stackup files and other related/supporting files (TOT files) for in-house manufacturing along with BOM. ITI will hand over the test/bug report to vendor to fix the issues.		
5	Integrating and testing of optional services along with regular functionalities.	T0+34 weeks	Milestone 4	Fully assembled, functionally tested 2 Interface Card prototypes, Updated BOM and source code of firmware (DVD) and Completion of network trials. Network trials of Interface card will be conducted by ITI at geographically different locations; field test reports/observations/Bug report will be given to vendor for firmware up-gradation.	15%	
6	Final testing at ITI R&D labs and field.	T0+40 weeks	Milestone 5	Fully assembled, functionally tested 14 Interface cards with EMI and EMC compliance testing, updated BOM & TOT files, firmware source code (DVD) and test reports. Verification of ITI bug report, Completion of network trials. Network trials of Interface cards will be conducted by ITI at geographically different locations; field test reports/observations/Bug report will be given to vendor for firmware up-gradation.	20%	

7	All documents/ information/ reports etc., to fulfil complete TOT requirements including IPR, Training and ATP to ITI.	T0+48 weeks	Milestone 6	Testing of ITI observations. Submission of final BOM, firmware source code (DVD) and details of development platform used exclusively for the device development, training, TOT files and transfer of ownership to ITI. ATP acceptance by ITI.	20%	
8	Warranty period	Milestone 6 + 52 weeks	Milestone 7	After successful completion of the free warranty period.	10%	

Note: - For each mile stone payment, the task completion report signed by ITI team should be submitted for processing payment along with all other necessary documents and invoices if any.

TERMS & CONDITIONS

Compliance to each point should be provided by the bidders.

Sl. No.	Description	Compliance
1.	The vendor should submit their company's profile along with last audited financial results for minimum 2 years.	
2.	**Technical bid** and **financial bid** should be submitted in separate sealed covers. **1. Technical Bid shall contain the following:** • Compliance to Annexure-I (Technical Specifications) • Compliance to Annexure-V (Eligibility Criteria) • Technical Solution of proposed processor card along with the processing methodology with help of block diagram • Un-priced Bill of Material (BoM) of the proposed solution. • Company Registration document • Company Profile • Turnover cum Balance sheet for last 2 years • Purchase order copies any other product related to Embedded Design & Networking. **2. Commercial Bid shall contain the following:** • Commercial quote for the deliverables/services for 20 cards as per deliverables. • Payment Terms and delivery time	
3.	Unpriced BoM (component wise) of the proposed solution should be attached along with the technical specification.	
4.	**NDA:** The software and hardware delivered will be the sole property of ITI Limited. A Non-Disclosure Agreement (NDA) to be signed in this regard by the successful bidder.	
5.	**Intellectual Property:** In case the vendor is implementing any of his Intellectual Property (IP) that he holds in the development Interface card project, then he should transfer royalty free rights for ITI to use this IP to all its customers directly or indirectly.	
6.	**ToT:** The vendor shall give full Transfer of Technology (ToT) for the quoted product of design, development and productionization. All the deliverables shall be reusable, re-modifiable and re-compilable by ITI as per Annexure- IV.	
7.	**Royalty Free Model:** Vendor shall not have any proprietary components with specific firmware and the ToT shall be totally royalty/license free so that after the ToT, ITI will be in a position to productionize the developed product. ITI will have full right to use this product and modify the design to suit different	

	customers. Full design/ technology of this developed product will be owned by ITI and the vendor shall not disclose this design to any other customer at a later stage.	
8.	**Warranty:** Standard warranty shall be for 1 year (free of cost) from the date of completion of ToT and accepted by ITI. During warranty period vendor should also support to resolve all the issues observed during the fabrication of PCBs and assembly/ testing of the units at ITI premises and testing at ITI's customer sites and resolve all issues observed in the field.	
9.	**Extended Warranty:** Vendor to quote for extended warranty of 3 Years and 5 Years separately. During extended warranty period, vendor has to resolve all the issues observed during testing/field trials/evaluation of the system at no additional cost.	
10.	**ATP:** Acceptance tests shall be conducted along with ITI officials at ITI premises as per mutually agreed ATP. Vendor shall carryout modifications of all units (hardware including PCBs & software) including documents to incorporate the changes observed during testing at any stage without any extra charge.	
11.	**ATP at site:** Vendor should agree to provide free of cost support during ITI's end customer evaluation/trials at site within the period of warranty. Any modification/up-gradation required during customer's evaluation /acceptance test to be resolved by vendor at no additional cost.	
12.	**Technical support:** Technical support shall be extended to resolve the system integration problems in warranty period (free of cost) and on chargeable basis beyond warranty period. Vendor shall visit the ITI premises & end-user sites to resolve the processor module issues observed during warranty period.	
13	**Technical Involvement of ITI Officials:** ITI R&D officials will be associated/involved with the Vendor during the design (Hardware & Software) phase, preparation of documents and testing.	
14	**Certification by Evaluation Agency:** Vendor to extend support at the time of certification by the evaluation agency.	
13.	**Schedule:** Total period of development & qualification testing shall be within 48 weeks from the PO date and vendor to strictly adhere to the milestones and corresponding payment terms as per Annexure-A.	
15.	**Liquidated Damages:** LD will be 0.5% of total PO value excluding taxes per week for the first 4 weeks and 0.7% of total PO value for delay in deliverables.	
16.	Bidder Related Conditions	
16(a)	The bidder should confirm unconditional acceptance of full responsibility of executing the 'Scope of Work' of this RFP. This confirmation should be submitted as part of the Technical Bid. The bidder shall also be the sole point of contact for all purposes of the Contract.	
16(b)	The bidder shall be responsible for the execution of the scope of work.	
16(c)	The bidder should not be involved in any litigation that may have an impact of affecting or compromising the delivery of project as required under this contract.	
16(d)	The bidder should not have been black-listed by any Central /	

	State / Union Territory Government, autonomous bodies working there under or Public Sector Undertakings. If at any stage of the bidding process or during the currency of the Contract, any suppression / falsification of such information is brought to the knowledge of the ITI, the ITI shall have the right to reject the bid or terminate the contract, as the case may be, without any compensation to the bidder. The bidder should provide self certification of the same as part of the technical bid.	
17.	Bid Rejection Criteria Even though the Bidders may meet the above qualifying criteria, they may be disqualified if they have:	
17(a)	Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or	
17(b)	Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.	
17(c)	Any change made in the structure or formation of the Bidder after submission of the bid which will have material effect of altering the documents submitted.	
17(d)	Not submitted all requisite supporting documents	
18.	Bids can be submitted by the Bidder only and all the prequalification and technical criteria to be met by the Bidder with sufficient proof.	
19.	The Bidder should submit all the required documents with clear visibility, avoid missing documents and avoid bidding mistakes. In such cases, ITI reserves its right in seeking clarification from the Bidder and may disqualify the Bidder for the bidding mistakes, missing documents and for the documents that are not clear.	
20.	An applicant shall not have conflict of interest that may affect the bidding process or the Bidder. Any applicant found to have a conflict of interest shall be disqualified.	
21	**Validity of the bids**: The validity of the Techno-commercial bid should be 180 days.	

ANNEXURE - IV

TOT & Deliverables for Interface Card of ITI Proprietary System (PS)

Sl.	Description	Quantity	Compliance
1	Transfer of technology (TOT) of Interface Card to be transferred to ITI, including Gerber file, Stencil file, X-Y coordinates file, Drill file, Layer stackup file and any other related/supporting files for in-house manufacturing.	2 DVDs	
2	Hardware and Software Design documents, Schematic capture, layout design and circuit diagram document (Hardcopy & Softcopy).	2 Set	
3	Functional description of all software modules, sub-modules, any middleware stacks and software flow charts of Interface Card (Hardcopy & Softcopy).	1 Set	
4	Source code (DVD) and details of development platform used exclusively for the device development. A licensed copy of the professional edition of the design software for design and development of the firmware of the module. For bought out modules of Software/Firmware components which are residing on them; integration & driver sources as part of software release and ordering part no., vendor details as part of BOM to be provided.	2 Set	
5	Bill of Material – Hard and soft copies in excel format which includes Part description, Part number with ordering detail and vendor/Distributor information.	1 Set	
6	List of Testing and evaluation tools (Hardcopy & Softcopy).	1 Set	
7	Supply of functional Interface Cards (without cut & straps), Mechanical Cabinet and Power Supply Adaptor meeting all functional and performance requirements as per technical specifications and test reports.	20 Nos.	
8	Developed test jigs and associated documents. Source code of test software (DVD) and Hardware schematic documents (Hardcopy & Softcopy).	2 Nos.	
9	Technical document for the methods involved in testing for Interface Card (Hardcopy & Softcopy)	1 Set	
10	Test plan.	1 Set	
11	User and Technical manual (Hardcopy & Softcopy).	2 Set	
13	ATP document for Interface Card.	1 Set	
14	5 days of training at the end of the last milestone covering all modules like SW/HW/FPGA and test functions and complete transfer of technology.		

Eligibility Criteria of Technology Partners

Compliance of each point should be provided by the bidder

Sl. No.	Eligibility Criteria Parameters	Compliance by the Vendor
1.	Technology partner should be an original design and development company of the proposed solution.	
2.	Technology partner shall be ready for Transfer of Technology (ToT), on exclusivity and royalty-free basis to ITI for design and development of Interface Card. Vendor shall not associate with any other company, directly or indirectly for sale of same product in the Indian market.	
3.	Technology partner should be a single legal registered entity and should have a local office in India.	
4	Technology Partner shall have a minimum of Rs. 50 Lakhs on an average turnover for the last 2 years	
5.	Vendor should have minimum 3 years of experience in the field of Embedded systems and networking.	
6.	Vendor must have adequate number of employees of technical strength and should propose a project team along with a names technical leads/project manager likely to be assigned for this project.	
7.	Technology partner shall comply with the technical specification and terms & conditions specified at Annexure-I and Annexure - III.	
8.	Technology partner shall agree to provide any updates, software patches or additional requirements for different customers, free of cost within the warranty period of minimum 1 year from the date of acceptance of developed product by ITI.	
9.	Technology partner has to support ITI free of cost to get the product clearance during evaluation by the end customer as applicable within the warranty period of minimum 1 year from the date of acceptance of development product by ITI. Beyond Warranty period a separate agreement will be made between ITI and the Technology partner for any modifications/technical support.	
10.	Technology partner shall agree to provide technical support in the field within the warranty period of minimum 1 year from the date of acceptance of development product by ITI. Beyond Warranty period a separate agreement will be made between ITI and the Technology partner for any modifications/technical support.	

Evaluation Criteria:

Bidder will be selected based on **QUALITY CUM COST BASED SELECTION (QCBS)** Process. It shall not be obligatory for ITI to award the work only to the lowest bidder.

The Technical proposal evaluation process would focus on the ability of bidder to satisfy technical requirements of the project, quality assurance procedures and abilityto meet the project timelines.

This RFP would be subjected to a 2 Stage Evaluation Process. All Bidders are requested to note the entire evaluation process carefully. All bidders need to comply 100% with technical specifications at Annexure - I and eligibility criteria at Annexure – IV. Only those bidders who qualify through this stage are eligible for further evaluation. Those eligible Bidder(s) will be evaluated on QCBS System with different weightage for Technical Bid and Financial Bid (at two Bidding stages).

In the first stage, only the technical bids will be opened. Based on the contents of the bid, marks will be provided against each point as per the below table. The Bidders scoring less than 600 marks (cut-off score) out of 1000 marks in the technical evaluation shall not be short-listed for Second stage of Bid Evaluation process.

I. **Technical/Quality Evaluation**

Sl. No.	Parameters	Weightage in terms of Scoring		Max. Score
1.	Experience of the bidder in the field of Embedded Projects (Latest Microcontroller based) and related Services. (Proof of orders executed/being executed in this field to be provided)	1 to 2 Years of experience	60	100
		2 to 3 Years of experience	80	
		> 3 Years of experience	100	
2.	Experience of the bidder in the field of development of Anlog and IP encryption module and development of Secure WiFi module and related Services. (Proof of orders executed/being executed in this field to be provided)			
2(A)	Development of Analog and IP encryption module/system with OS less solution.	1 to 2 Years of experience	60	100
		2 to 3 Years of experience	80	
		> 3 Years of experience	100	
2(B)	Development of Secure WiFi module & Integration of Secure WiFi module with Interface card.	No experience	0	50
		1 to 2 Years of experience	20	
		2 to 3 Years of experience	30	
		> 3 Years of experience	50	
3.	Organization and Ownership Status of the Bidder (from the date of company registration)- Company Registration document to be provided along with the Technical bid	2 to 3 years of Presence	25	50
		3 to 5 Years of Presence	35	
		> 5 Years of Presence	50	
4.	Bidder's Average Annual Turnover during last 2 Financial Years (Last 2 years Balance Sheet to be provided)	>50 lakhs and upto 1 Crore	50	100
		> 1 Cr and upto 2 Crs	70	
		>2 Crores	100	
5.	Bidder's Presence at	Not present in Bangalore	25	50

	Bangalore in form of office / establishment from where, ITI can get technical service.	Bangalore Presence is Available	50	
6.	Availability of Skilled Man-Power with the Bidder to Manage the Project Activities. (List of Skilled manpower with qualification and relevant experience to be provided)	Skilled Manpower 10 to 15	50	100
		Skilled Manpower16 to 20	75	
		Skilled Manpower 21 and above	100	
7	Technical Solution provided by Bidder as part of Technical Bid (Will be assessed by ITI committee)	Average (Demonstrates a ambiguous/Poor Technical solution)	25	100
		Fairly Good (demonstrates an Ordinary/ Moderate solution)	50	
		Very Good (demonstrates a good solution)	75	
		Excellent Solution (Demonstrates a strong feasible solution)	100	
8.	Technical presentation of Solution document/ demonstrating the Project Implementation Plan	Average (Demonstrates a ambiguous/Poor solution)	60	150
		Fairly Good (demonstrates an Ordinary/ Moderate solution)	90	
		Very Good (demonstrates a good solution)	120	
		Excellent Solution (Demonstrates a strong feasible solution)	150	
9.	Cost effective solution, based on Bill of Material (BoM) of the proposed solution(will be assessed by ITI based on unpriced BOM to be submitted by vendors)	BoM cost Lowest	100	100
		BoM cost < 1.5*Lowest	80	
		BoM cost < 2*Lowest	60	
		BoM cost < 2.5*Lowest	40	
		BoM cost > 2.5*Lowest	20	
10.	Final project Delivery Time from the date of releasing the purchase order from ITI	< 48 weeks	100	100
		> 48 weeks to 58 weeks	50	
		> 58 weeks	30	
Total Technical Score (**TS)** of an Individual Bidder				
MAXIMUM SCORE OF TECHNICAL BID=				1000

The total marks for the technical bid is called **Technical Score or TS.**

In the second stage, the bids will be evaluated on the basis of the vendor ratings which will be done on the base of combined scoring of the Technical-Bid (weighted) and Financial Bid (weighted). The weightage of the technical part would be 65% and the weightage of the financial part would be 35%.

Technical Score Percentile (TSP) would be evaluated on the basis of the following formula:

Technical Score Percentile (TSP) = (TS of the Vendor / HS) x 100

Where TS-> Technical Score HS-> Highest Score (Highest Technical Score scored by some Vendor)
Example: if TS of a vendor (Vendor x) is 700 and the HS score (Highest score of a certain vendor which is the highest amongst all the vendors) is 900 then:
TSP = (700 /900) x 100 =**77.78**

TECHNICAL RATING (TR) would be evaluated on the basis of the following formula:

TR = 65/100 x Technical Score Percentile (TSP)

Continuing the above example: TR = (65/100) x 77.78=50.56

Financial Score (FS)
Financial Scoring of a particular bidder, which will be worked out as per the Formula given below:

FS = LQ/AQ   x 100

Where:
LQ is Lowest Quote (Financial Score) of the Best Bidder
AQ is Actual Quote (Financial Score) of a particular Bidder under consideration.

Example: For the same above example vendor (vendor x), if the vendor has quoted Rs 15 lakhs and the Lowest quote-LQ (of certain Vendor) is Rs 10 Lakhs then:
FS = (10/15) x 100 = 66.67

Financial RATING (FR) would be evaluated on the basis of the following formula:

FR = 35/100 x Financial Score (FS)

For the above example: FR = (35/100) x 66.67 = 23.33. The overall Vendor Rating (VR) is calculated as follows:

VR (Vendor Rating) **= TR** (Technical Rating) + FR (Financial Rating)

Continuing the above example VR= 50.56 + 23.33 = 73.89
Vendor with Highest VR will be selected.
Highest VR Rating will be declared as the winning Bid.

Annexure-VII

PERFORMANCE BANK GUARANTEE

In consideration of ITI Limited, Dooravaninagar, Bangalore 560016 (hereinafter called as the Company) we………………………..Bank executed this performance Guarantee Bond as surety to the cost of……………………Supplies by ………………………situated at. ……………………(hereinafter called as the Supplier) as per the purchase order No…………………..dtd .... of the Company

1. At the instance of………………………………., the supplier we ....Bank hereby undertake to pay to ITI Limited, Bangalore – 16 an amount not exceeding....................................... if the machine supplied by the Company fails to perform to the satisfaction of the Company upto…………………….or before the expiry of this guarantee, or within the agreed period whichever is earlier.

2. We ……………………………………Bank agrees to pay for the value of the rejected materials upto a limit of .... and interest thereon from the date of notice till the date of payment at % per annum without any demur, merely on a demand notice from the Company stating that the Company has suffered loss due to non-performance of instrument……………… 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 to the Company any money as demanded not withstanding any dispute or disputes raised by the supplier in any suit or proceedings pending before any court or tribunal relating thereto out liability under this guarantee being absolute and unequivocable. 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 there 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 this provision, have effect of so relieving us.

5. This guarantee will not be discharged due to the change in the constitution of the bank or their supplier.

6. We ....Bank, further agree 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………………

Witnesses For Bank

1.

2.

Annexure-VIII

No near Relative Certificate

Date:

To,
R&D PURCHASE, BANGALORE PLANT
ITI LIMITED
BANGALORE - 560016

Sub: No near relative certificate

Tender Reference No: R032D0003

Name of Tender/Work: DEVELOPMENT OF INTERFACE CARD FOR ITI PROPRIETARY SYSTEM for R&D, ITI Limited, Bengaluru

Dear Sir,
1. I/We have downloaded/obtained the tender document(s) for the above mentioned Tender/Work from the website(s) namely: https://tenderwizard.com/ITILIMITED or www.itiltd.in as per your advertisement given in the above-mentioned website(s)
2. I/We do hereby declare that we are not relative of any Director of ITI Limited or any of his relative is a partner
3. In our firm, there is no Partner who is director of ITI Limited or any of his relative is a partner
4. We declare that none of our relative is working / worked as an "EMPLOYEE" in ITI Limited across nation
5. We declare that none of our family relative or business relative from any another source, not participating this advertisement
6. I/We have not engaged any person(s) of doubtful antecedent and if any such person (s) found by management I/We am/are agreeing for punishment as deemed fit by management

Yours Faithfully,

(Signature of the Bidder with Official Seal)

Annexure-IX

Price Bid Format

<table>
<tr><td rowspan="5">

ITI
ITI LIMITED
(A Government of India Undertaking)</td><td colspan="5" align="center">**GOVERNMENT OF INDIA**</td></tr>
<tr><td colspan="5" align="center">**ITI LIMITED R&D PURCHASE**</td></tr>
<tr><td colspan="5" align="center">**BANGALORE PLANT**</td></tr>
<tr><td colspan="5" align="center">**DOORVANI NAGAR BANGALORE 560016**</td></tr>
<tr><td colspan="5" align="center">**COMMERCIAL BID**</td></tr>
<tr><td>**ENQUIRY NO / DATE:**</td><td></td><td>**DUE DATE:**</td><td></td><td>**QUOTATION REFERENCE / DATE**</td><td></td></tr>
<tr><td>**NAME OF THE SUPPLIER**</td><td colspan="5"></td></tr>
<tr><td>**FULL ADDRESS :**</td><td colspan="5"></td></tr>
<tr><td>**TEL NO. & MOBILE NO:**</td><td colspan="5"></td></tr>
<tr><td>**e-MAIL ID :**</td><td colspan="5"></td></tr>
<tr><td>**GST #:**</td><td colspan="5"></td></tr>
<tr><td>**MSME UDYAM REGISTRATION REFERENCE:**</td><td colspan="5"></td></tr>
<tr><td>**NOTES:**</td><td colspan="5">**1. MAIL / HARD COPY OF QUOTE WILL NOT CONSIDERED FOR TENDERING**
2. ANY CLARIFICATION REGARDING REGISTRATION, DIGITAL SIGNATURE, SUBMISSION OF ONLINE QUOTATION, KINDLY CONTACT Mr. DHANRAJ (PH: 9686115308 / e-MAIL ID: Dhanraj <dhanraj.p@antaressystems.com>)</td></tr>
</table>

Sl.No	Item Description	Qty	Unit	Currency	Unit Rate	Total Price	GST Amt Rs. (If applicable)	Total (All Incl.)
	Refer Scope of Work			INR/USD/ JPY/ EURO/ ETC				

Annexure-X

INTEGRITY PACT

PURCHASE ORDER No.

THIS Integrity Pact is made on…………………day of ………………20   .

BETWEEN:

ITI Limited having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bangalore – 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 WITHNESSETH 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 original shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

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

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

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

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

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extend 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 – 226 006

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

SECTION 9 – FACILITATION OF INVESTIGATION

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

SECTION 10 – LAW AND JURISDICTION

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

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

SECTION 11 – PACT DURATION

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

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

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

SECTION 12 – OTHER PROVISIONS

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

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

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

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

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

12.5 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)……………………………………………………