



ITI LIMITED

R&D

BENGALURU PLANT

DOORAVANINAGAR

BENGALURU-560016

**DEVELOPMENT OF SECURE
NETWORK INTERFACE CARD
(SeNIC)**

ITI Limited, Bangalore-560016

Tender Reference:

R032A0001 / Re-Tender

Dated: 16.09.2022

REQUEST FOR PROPOSAL
ITI LIMITED

INVITATION OF BIDS FOR DEVELOPMENT
OF SECURE NETWORK INTERFACE CARD
(SeNIC) FOR R&D, ITILIMITED,
BANGALORE

IMPORTANT INFORMATION

e-Tender for DEVELOPMENT OF SECURE NETWORK INTERFACE CARD (SeNIC) for R&D, ITI Limited, Bengaluru - reg.

IMPORTANT INFORMATION

Sl.No	Items	Description
1	Scope of work	DEVELOPMENT OF SECURE NETWORK INTERFACE CARD (SeNIC) for R&D, ITI Limited, Bengaluru
2	Tender Reference	R032A0001/ Re-Tender Dated: 16.09.2022
3	Cost of bid documents	Rs.500/- Online Payable in favour of “ITI Limited, Bangalore”
4	Date of uploading of Tender Document on website/ Portal	16 th September, 2022
5	Last Date & Time for upload/ submission of bid	7 th October, 2022 @1600 HRS
7.	Date of opening of technical bid	8 th October, 2022 @1000HRS
8	Date of opening of financial bid	Will be communicated to technically successful bidders
9.	Bid Security (Earnest Money Deposit)	Rs. 1, 80, 000/- (Rupees One Lakh Eighty Thousand 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.	<p>FORMING PART OF BID DOCUMENT</p> <p>I. Bidders/firms who fulfils the requirements as mentioned in this tender document shall be eligible to apply.</p> <p>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.</p> <p>III. On tender opening date, the bidders can login and see the bid opening process.</p> <p>IV. Bidder can upload documents in the form of PDF format only</p>	
	<p>V. Bidder must ensure to quote rate of each item in BOQ.</p> <p>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).</p> <p>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.</p> <p>VIII. EMD will not be applicable for MSME enterprise & valid certificate to be uploaded</p>	

12.	<p>LIST OF <u>MANDATORY</u> DOCUMENTS TO BE SCANNED AND UPLOADED WITHIN THE PERIOD OF BID SUBMISSION: -</p> <ol style="list-style-type: none"> 1 Company Profile along with last two 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 two financial years duly certified by a Chartered Accountant/ Statutory Auditor. 5 Copy of PAN card 6 Certificate of Registration for GST 7 Certificates from your Statutory Auditor regarding Average volume Sales/Turnover of business during each of the last 2 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@itilttd.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:ghanraj.p@antaressystems.com; MOB: 9686115308

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ANNEXURE – I

Technical Specifications of Secure Network Interface Card (SeNIC)

Sl.	Specifications	Compliance (Yes/No)
1	<p>SeNIC is a single crypto device which should work in the following two modes.</p> <p><u>Standalone mode:</u> System should work with external power supply and there will be two Ethernet ports i.e. one plain port and one cipher port. The system should function with external 230v AC and -48v DC power supply. Vendor should give the details of voltage & current requirements during system presentation. Power supply and Mechanical chassis will be designed by ITI.</p> <p><u>Standard NIC mode:</u> In this mode SeNIC card will be mounted inside the PCIe slot of the desktop PC motherboard. PCIe interface for PC application and ONE Ethernet port (cipher port) for network interface. In this mode system will work with desktop pc power.</p> <p><u>Interfaces:</u></p> <ul style="list-style-type: none">• ONE 10/100/1000 Mbps RJ45 Ethernet port (Plain port).• ONE 10/100/1000 Mbps RJ45 Ethernet port (Cipher Port)• SNMPv3 support for status monitoring.• PCIe interface for PC application communication.• One USB/RJ45 interface for key, algorithm loading.• SeNIC should have on board reset switch.• WiFi module for user interface.• Touch keypad to enter passwords and menu driven functions in standalone mode.• LCD panel to display the system status in standalone mode.• Ethernet port to monitor and configure the system parameters.• Dual colour LEDs, 6 numbers, for status indication in front panel.• Buzzer for alarm indication in standalone mode.• In standalone mode tamper switches, emergency erase switch, fuses, buzzer ON/OFF switch, EQD lock and switch should be provided. Clock synchronization should be provided in back panel. <p>Further details, if any, will be informed by ITI while evaluating the design.</p>	
2	<p><u>Form Factor:</u></p> <p>Standard NIC mode: SeNIC size should be of the standard network card size, PCIe 1x (1/2 size) available in the market.</p> <p>Standalone mode: Front and rare component position will be provided by ITI. LCD display and touch keypad to enter password and menu driven function in front panel. EQD lock and necessary LEDs, push buttons for status indication and erase operation should be provided. Provision should be there for proper cooling with low noise fan. Vendor should</p>	

	give the details of proposed touch keypad, LCD panel and low noise fan during system demonstration.	
3	<u>WiFi Module:</u> WiFi module (version 5 or latest) to interface with user devices. WiFi module can be enabled/ disabled as per requirement by the user with authentication.	
4	<u>PCIe communication (NIC function)</u> <ul style="list-style-type: none"> • Vendor has to supply drivers for windows & Linux OS. On power-ON, driver function should be enabled with authentication/password. • SeNIC card should have unique Six digit ID. <p>When the authentication fails, system should be dysfunctional and Key & algorithm should be erased and filled with TRNG.</p>	
5	<u>IP communication (Standalone card function)</u> Configuration is through console and through keypad & LCD with authentication/password. If authentication fails key and algorithm should be erased and filled with TRNG.	
6	<u>Independent TRNG:</u> SeNIC should have onboard independent TRNG module. Functional details will be informed by ITI while evaluating the design.	
7	<u>MAC ID configuration:</u> SeNIC MAC ID can be configured through console port with authentication.	
8	<u>DHCP Client:</u> SeNIC should support DHCP client in addition to the regular NIC functions.	
9	<u>Extraction of clock:</u> SeNIC should be able to extract clock from stratum 1 clock and self synchronise over the network. The facility should be user configurable through console.	
10	<u>Synchronization:</u> Synchronization must be achieved dynamically. SeNIC should initiate the resynchronization automatically in case of loss of synchronization. In standalone mode visual and aural indication should be given during the synchronization process.	
11	<u>Physical Security (Tamper proof):</u> SeNIC should be secure and tamper proof (ON line and OFF line). When the system is tampered, key and algorithm should be erased from the flash. After erase, Key and algorithm memory area should be filled with TRNG. SeNIC should be dysfunctional. SeNIC should popup “SYSTEM TAMPERED” message in monitor/display panel. Button cell should be provided for OFF line tamper.	
12	MTU size of 1500 byte should be supported and can be configurable for jumbo packets also.	
13	Full duplex communication should be supported	
14	Throughput should be more than 90% with encryption.	
15	OS less solution	
16	IPv4 & IPv6 support	
17	<u>Resources required in the selected FPGA:</u> <ul style="list-style-type: none"> • Logic elements for encryption 50000 • Logic elements for decryption 50000 	

	<ul style="list-style-type: none"> FPGA serial Flash 64Mb Internal BRAM size 34Mb Separate FPGA for Encryption and Decryption.	
18	Layer4 payload Encryption with port filtering.	
19	ARQ, ARP & ICMP packets are left un-encrypted.	
20	Provision to store Key & Enc/Dec FPGA image in flash. Minimum flash memory required store Key/algorithm is 256Mb.	
21	Facility to load key and algorithm from external device (ITI Developed device) through USB/RJ45 port. Key & algorithm loading should be with authentication/password.	
22	Vendor has to prove the system cipher functionality with AES-256 algorithm with ITI supplied keys.	
23	<u>POST (Power On Self Test)</u> <ul style="list-style-type: none"> Firmware integrity test Key integrity test Algorithm integrity test. If any Integrity test fails, system should be dysfunctional and test fail results should be popped-up.	
24	<u>BIST (Built In Self Test)</u> User can initiate the test as and when required through driver/application. <ul style="list-style-type: none"> Firmware integrity test Key integrity test Algorithm integrity test. If any Integrity test fails, system should be dysfunctional and test fail results should be popped-up.	
25	<u>Visual indication</u> <ul style="list-style-type: none"> Firmware integrity test result through dual colour LED. Green colour for integrity test pass and Red colour for integrity test fail condition. Key integrity test result through dual colour LED. Green colour for integrity test pass and Red colour for integrity test fail condition. Algorithm integrity test result through dual colour LED. Green colour for integrity test pass and Red colour for integrity test fail condition. 	
26	<u>Key and algorithm erase.</u> Standalone mode: Key and algorithm can be erased with authentication through keypad. Standard NIC mode: Erase function is through driver/application. After erase, key & algorithm memory area should be filled with TRNG. <u>NOTE:</u> Unused memory locations should be filled with 0xFF.	
27	<u>Emergency Erasure:</u> Standalone mode: In case of emergency user/admin can erase system parameters, password, key and algorithm by pressing the emergency erase switch with user/admin authentication through keypad and LCD panel. After erase, erased memory area should be filled with TRNG. SeNIC should be dysfunctional. SeNIC should popup "SYSTEM ERASED" message in LCD panel. Adequate protection against inadvertent erasure should be incorporated.	

	<p>Standard NIC mode: In case of emergency user/admin can erase system parameters, password, key and algorithm through driver application with authentication. After erase, erased memory area should be filled with TRNG. SeNIC should be dysfunctional. SeNIC should popup “SYSTEM ERASED” message in monitor.</p> <p><u>NOTE:</u> If any power fail happens while erasing and filling the memory area with TRNG, SeNIC should identify the erase failed condition and refill the flash memory area with TRNG after power ON.</p>	
28	<p><u>Equipment Destruction:</u></p> <p>Standalone mode: The SeNIC 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 key and algorithm instead of normal +3.3v to destroy the component.</p>	
29	<p><u>Safety features:</u></p> <p>Safety features should be provided in the equipment to ensure the following.</p> <ul style="list-style-type: none"> • 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. • Fail safe design to ensure that a fault in a particular circuit does not result in damage to other parts of circuits/ equipment. 	
30	SeNIC 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.	
31	Provision to read the entire content of the flash memory and FPGA residing on SeNIC card through independent software/application through USB interface.	
32	Vendor should confirm that the BOM components should not be obsolete minimum for 10 years.	
33	No items should be in BOM, which are manufactured in China.	
34	<p>Operating temperature: -10°C to +55°C</p> <p>Storage temperature: -20°C to +70°C</p>	
35	<p><u>Environmental Specifications:</u></p> <p>Equipment should confirm to commercial specifications given in QM 333 category B2 or equivalent international standards.</p>	
36	<u>EMI/EMC Specification:</u> The equipment should meet relevant specifications as per CISPR 23 standard.	
37	<u>Interoperable communication:</u> Interoperability should be there between Standalone mode and standard NIC mode.	
38	<u>Reliability:</u> The unit should be able to work continuously without breakdown or overheating. The MTBF should be more than 6000Hrs.	
39	MTTR: Maximum 30 minutes.	

ANNEXURE - II

TOT & DELIVERABLES FOR SECURE NETWORK INTERFACE CARD (SeNIC)

Sl.	Description	Quantity	Compliance
1	Transfer of technology (TOT) of SeNIC cards 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 SeNIC (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	Driver Source code: Windows and Linux driver application with corresponding DLL codes and libraries both in installation format and in source code format with corresponding details of driver application development platform .	1 DVD	
6	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	
7	List of Testing and evaluation tools (Hardcopy & Softcopy).	1 Set	
8	Supply of functional SeNIC systems, without cut & straps, meeting all functional, performance and EMI/EMC requirements as per technical specifications and test reports.	10 Nos.	
9	Supply of test jigs, 3 number, and associated documents. Source code of test software (DVD) and Hardware schematic documents (Hardcopy & Softcopy).	3 Nos.	
10	Technical document for the methods involved in testing for SeNIC (Hardcopy & Softcopy)	1 Set	
11	Test plan.	1 Set	
12	Software manual, Hardware manual, ATP manual, User and Technical manual (Hardcopy & Softcopy).	2 Set	
13	ATP document for SeNIC	1 Set	
14	15 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.		

ANNEXURE - III

Milestones and Corresponding payment terms of SeNIC:

Vendor should give a Bank Guarantee for 03% of P.O. value towards the development of SeNIC within 15 days from the date of PO. The Bank guarantee will be valid up to the completion of free warranty period.

Vendor should sign the NDA after placing the PO.

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 should be accepted by ITI. For each milestone vendor has to explain the hardware and software details to ITI team.

Sl. No:	Activity & Deliverables	Lead Time	Milestone	Payment (After successful completion of Activity and acceptance by ITI)
1	PO acceptance & Project Start	T0		
2	Design review, finalization of the project and submission of documents: HW & SW design document, project architecture document covering block level and circuit schematic of all functional modules/sub-modules and interfaces. Detailed document for Data transfer/communication between modules/sub-modules and submission of provisional BOM.	T0+4 weeks	Milestone 1	10%
3	PCBs placement and routing, Board Fabrication, Board assembly, Basic Bring-up for first 4 prototype systems: Driver for windows and Linux, Fully assembled 4 Nos. of SeNIC prototype systems, 2 standalone mode cards & 2 standard NIC mode cards, Source code of the firmware (DVD) and details of development platform used exclusively for the development. Configuration and Testing of basic functionalities at ITI R&D lab. Basic functionalities will be tested without encryption with loopback. A licensed copy of the professional edition of the Integrated Design Environment (IDE) for the design and development of the firmware module. Vendor has to handover Gerber files, Drill files, Layer stackup files and other related/supporting files (TOT files) for in-house manufacturing along with updated BOM.	T0+15 weeks	Milestone 2	20%

4	Integration and functional testing: Updated BOM and source code of firmware (DVD). Full functional testing of software along with internal test reports and testing of all features with AES-256 algorithm and ITI supplied keys as per requirements at ITI. Vendor has to handover updated full Gerber files, Drill files, Layer stackup files and other related/supporting files (TOT files) for in-house manufacturing along with BOM.	T0+20 weeks	Milestone 3	15%
5	Testing at ITI R&D lab and Field for cipher and regular functionalities: Fully assembled, functionally tested, without cut & straps, 4 SeNIC systems (standard NIC mode). Network trials of SeNIC will be conducted by ITI at geographically different locations. Test reports/observations/Bug report will be given to vendor to fix the bugs if any.	T0+25 weeks	Milestone 4	15%
6	Supply of test jigs, Training, submission of manuals and complete TOT including IPR to ITI, ATP acceptance: Supply of test jigs, 3 numbers and Fully assembled and tested 06 SeNIC systems (standalone mode) without cut & straps and EMI/EMC & Environmental compliance at card level, training and submission of Software manual, hardware manual, user manual, technical manual and ATP manual and acceptance by ITI team. Updated BOM & complete TOT files, test reports, firmware source code, drivers source code, testjig source code (DVD) and details of development platform used exclusively for the device development, test jigs development and transfer of ownership to ITI.	T0+30 weeks	Milestone 5	25%

Note: -

- 1. System certification by DRDO:** Remaining 15% payment will be released after successful completion of certification by DRDO. Firmware up-gradation/modification required during certification; suggested by DRDO to be implemented by the vendor. Vendor has to support during DRDO evaluation.
- 2.** 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.

ANNEXURE - IV

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 SeNIC. 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.	
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. Beyond Warranty period a separate agreement will be made between ITI and the Technology partner for any modifications/technical support.	
9.	Technology partner has to support ITI free of cost to get the product clearance during evaluation by the end customer.	
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.	

ANNEXURE - V

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. i. Technical Bid shall contain the following: <ul style="list-style-type: none">(a) Compliance to Annexure-I (Technical Specifications)(b) Compliance to Annexure-IV (Eligibility Criteria)(c) Technical Solution of proposed processor card along with the processing methodology with help of block diagram(d) Unpriced Bill of Material (BoM) of the proposed solution.(e) Company Registration document(f) Company Profile(g) Turnover cum Balance sheet for last 2 years(h) Purchase order copies any other product related to Embedded Design & Networking. ii. Commercial Bid shall contain the following: <ul style="list-style-type: none">(a) Commercial quote for the deliverables/services for 10 cards as per deliverables.(b) 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 SeNIC 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.	
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 acceptance by ITI. During the free warranty period vendor should 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. Firmware upgradation for ITI customer suggestions, if any, should be implemented at free of cost during warranty period. If any component is obsolete during warranty period, vendor has to redesign the hardware & firmware at free of cost to meet all functional requirements.	
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. If any component is obsolete during extended warranty period, vendor has to redesign the hardware & firmware at free of cost to meet all functional requirements.	
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/upgradation 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 DRDO: Vendor to extend support at the time of certification by the evaluation agency. Balance 15% payment will be released after successful completion of certification by DRDO.	
13.	Schedule: Total period of development & qualification testing shall be within 30 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.	<p>Bid Rejection Criteria Even though the Bidders may meet the above qualifying criteria, they may be disqualified if they have:</p>	
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 processor the Bidder. Any applicant found to have a conflict of interest shall be disqualified.	

ANNEXURE - VI

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 ability to meet the project timelines. Technical proposals will be evaluated 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.**

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 Secure Network Interface card (SeNIC) 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 SeNIC system with drivers for windows and Linux OS.	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 Network 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 Bangalore in form of office / establishment from where, ITI can get technical service.	Not present in Bangalore	25	50
		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 Manpower 16 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	< 30 weeks	100	100
		> 30 weeks to 35 weeks	50	
		> 35 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:

$$\text{Technical Score Percentile (TSP)} = (\text{TS of the Vendor} / \text{HS}) \times 100$$

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:

$$\text{TSP} = (700 / 900) \times 100 = \mathbf{77.78}$$

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

$$\text{TR} = 65/100 \times \text{Technical Score Percentile (TSP)}$$

Continuing the above example: $\text{TR} = (65/100) \times 77.78 = 50.56$

Financial Score (FS)

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

$$\text{FS} = \text{LQ/AQ} \times 100$$

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:

$$\text{FS} = (10/15) \times 100 = 66.67$$

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

$$\mathbf{FR = 35/100 \times Financial\ Score\ (FS)}$$

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

$$\mathbf{VR\ (Vendor\ Rating) = TR\ (Technical\ Rating) + FR\ (Financial\ Rating)}$$

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 bysituated 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. WeBank 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 notwithstanding any dispute or disputes raised by the supplier in any suit or proceedings pending before any court or tribunal relating thereto our 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 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 theday.....

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: R032A0001

Name of Tender/Work: Development of Secure Network Interface Card(SeNIC)
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

SI NO	ITEM CODE	ITEM DESCRIPTION	TENDERED QUANTITY (NO's)	QUOTED MAKE & MPN	QUOTED CURRENCY	UNIT PRICE	GST in %	AMOUNT	TOTAL PRICE	LEAD TIME	REMARKS
1	SeNIC	Development of Secure Network Interface Card(SeNIC)	1					0.00	0.00		

Annexure-X
INTEGRITY PACT

PURCHASE ORDER No.

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

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 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 person is not legally entitled to.
- b. The Principal will, during the tender process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Act or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER/CONTRACTOR

2.1 The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the tender process and during the execution of the contract.

- a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The bidder(s)/contractor(s) will not enter with other bidders/contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The bidder(s)/contractor(s) will not commit any offence under IPC/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 sub-contractor(s)/sub-vendor(s)/associate(s), if any, and to submit the same to the Principal along with the tender document/contract before signing the contract. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its sub-contractors/sub-vendors/associates.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this Integrity Pact or violate its provisions.

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

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

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

- 8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.

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