ITI LIMITED

MSP-East Zone
(A Govt. of India Undertaking)
22, Chittaranjan Avenue, Kolkata – 700 072
Website: www.itiltd.in

Expression of Interest

EOI No: ITI/MSP-EZ/ICT/VBD-LWM/WB/2026-27/025
Date: 14-08-2026

Selection of Project Implementation Agency (PIA) for Implementation of ICT based Technology for Vector Borne Disease Monitoring & Liquid Waste Point Cleaning Monitoring in Govt Department of West Bengal

Due Date of Bid Submission: 21-08-2026 at 12:00 Hours

(Bid Submission through Online / e-Tendering mode only)
Helpdesk for Online Bid Submission: 011-4960 6060 / 93550 30608 / 93550 30620

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CHAPTER 1 – INTRODUCTION

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

ITI Limited has been undertaking various projects in all fields of telecommunications and information technology and also continuously deploying new technologies in the field of Telecom, ICT, Networking, e-Governance etc. ITI has diversified its operation and has been executing projects in the field of Smart Infrastructure (Smart Cities, Safe Cities, Smart Energy Meters, Smart Classrooms, Smart Poles etc), BharatNet etc.

ITI is interested in addressing some of the prospected business opportunities where it is strongly positioned by virtue of its 'PSU Status', proven 'Project Management Capabilities' and rich Relevant-Experience. ITI is looking for business association from reputed System Integrators/ OEMs who can assist ITI to win the business and ultimately help ITI in the execution of the project.

The objective of this Invitation for submission of bid is to identify a System Integration Associate **(SIA)** to address a particular 'Business Opportunity' / a kind of 'Business Opportunity' which has emerged or under process to emerge from a client for the implementation of a project in Government Domain. The prospective customer has already published/disclosed its broad requirement through an Invitation for EoI/RFP/Tender/e-Mail/Discussions which is to be responded with the submission of Techno-commercial Proposal / Bid in due course of time.

The selected bidder who is to play the role of a 'System Integrator' has to enter in to a contract with ITI Limited to forge a case-specific business alliance for addressing the opportunity.

During the bidding process, the vendor is supposed to provide the requisite Techno-commercial inputs to ITI as per the Requirements/Specifications/Expectations/Scope of Work of the prospective customer to win a commercial-favour in terms of award of order to ITI. The name of the end-customer and other finer details of the Projects would be shared with the selected bidder prior to the actual bidding to be done by ITI.

In the event of the award of an order to ITI, the selected business associate would act as a SI/ Vendor to implement the project for which a separate 'Purchase Order' would be placed on the selected SI.

CHAPTER 2 – IMPORTANT TIMELINES

Sl. No.	Information	Details
1	Tender Number	**EOI No: ITI/MSP-EZ/ICT/VBD-LWM /WB/2026-27/025 Date: 14-08-2026**
2	Work description / Nature of work	**Selection of Project Implementation Agency (PIA) for Implementation of ICT based Technology for Vector Borne Disease Monitoring & Liquid Waste Point Cleaning Monitoring in Govt Department of West Bengal**
3	Estimated Project Cost	----------
4	Date of Issue / Publishing of the EOI/RFP/Tender	14-08-2026
5	Last Date and Time for Submission of Bids	21-08-2026 at 12:00 Hrs
6	Date and Time of Opening of Technical Bids	21-08-2026 at 12:30 Hrs
7	Date and Time of Opening of Financial/Commercial Bids of Technically qualified bidders	Will be intimated in due course of time
8	Mode of Submission of Bid	Online / e-Tendering mode only through ITI e-Wizard Portal **https://itilimited.ewizard.in**
9	Consortium / Special Purpose Vehicle (SPV) Bidding	Allowed for this EOI/RFP/Tender (Maximum 3 members including prime bidder for Consortium / SPV)
10	Method of Selection	Lowest Cost (L1)
11	Pre-Bid Meeting / Queries / Clarifications	This is a back-to-back business opportunity and hence separate pre-bid meeting is not provisioned for this EOI. However, bidder may clarify their queries with this office within due date.
12	EOI Document Fee	**Rs.5,900/-**(Rupees Five Thousand Nine Hundred only)

13	EMD	**EMD of Rs 1.0 Crore** to be submitted in shape of BG or FDR or through online (NEFT/RTGS) mode along with the Bid.
14	Tender Processing Fee against end-customer's NIT / RFP / Tender (non-refundable) **(Applicable for Successful Bidder only)**	NIL
15	Tender Fee / Tender Document Fee / Tender Document Cost against end-customer's NIT / RFP / Tender (non-refundable) **(Applicable for Successful Bidder only)**	NIL
16	Bid Validity	6 months
17	Tender Issuing Authority	MSP Head-Kolkata ITI Limited, MSP-East Zone, 22 Chittaranjan Avenue, Kolkata – 700072

CHAPTER 3 – ELIGIBILITY CRITERIA FOR BIDDERS

The bidders must fulfil the following eligibility criteria**:**

Sl. No.	Eligibility Criteria	Documents Required
1.	**Sole Bidder or Prime Bidder with all members (in the case of Consortium / SPV Bidding)** should be registered under the Companies Act, 1956 / 2013 or as amended or a Proprietorship Firms or Partnership Firms registered under Partnership Act 1932 or Limited Liability Partnership Act, 2008 or as amended and should have at least 3 years of operations in India as on bid submission date.	Sole Bidder or Prime Bidder with all members (in the case of Consortium / SPV Bidding) should submit the following documents: a) Copy of Certificate of Incorporation / Registration Certificate. b) Copy of MOA (Memorandum of Association) and AOA (Article of Association). c) Copy of PAN card. d) Copy of GST Registration Certificate. e) Copy of Registered Partnership deed to be submitted in case of Partnership firm in place of MOA & AOA. f) Copy of Consortium Agreement or Registered SPV Agreement must be submitted in case of Consortium / SPV Bidding Note : In case of SPV bidding, the lead member and the other members of the Special Purpose Vehicle (SPV) shall maintain their original equity shareholding and structure without any change or dilution for the entire Term/Duration of the Project
2.	**Sole Bidder or Prime Bidder with all members (in the case of Consortium / SPV Bidding)** should not have been blacklisted / debarred by any Govt. department (State or Central) or any PSU (State or Central) / Autonomous Institution / University (State or Central) / College (Govt. affiliated) / School (Govt. affiliated) in India as on bid submission date.	Sole Bidder or Prime Bidder with all members (in the case of Consortium / SPV Bidding) should submit an undertaking signed by CEO / Country Head / Authorized Signatory of the company on non-judicial stamp paper of INR 100/- or such equivalent amount and the same to be attested by notary public. **(Declaration required as per Annexure-E). In case of Consortium**

		/SPV bid, all members must submit this declaration.
3.	All experiences regarding eligibility criteria will be pertaining to India only. Experiences outside India will not be considered.	
4.	**Sole Bidder or any member (in the case of Consortium / SPV Bidding)** should have the following valid certificates: • ISO 9001:2015 Quality Management System • ISO 14001:2015 Environment Management System • ISO / IEC 20000 – 1 : 2018 Information Technology - Service Management • ISO / IEC 27001: 2022 Information Security Management System • ISO 45001:2018 – Occupational Health & Safety Management System • CMMI Maturity Level 5 • STQC Lab Certification for ICT Based Solid Waste Management Monitoring Technology OR Liquid Waste Management Monitoring Technology • CERT-In Certification for ICT Based Solid Waste Management Monitoring Technology OR Liquid Waste Management Monitoring Technology	Copy of valid certificates to be submitted along with the offer. All the Certificates must be issued before the date of publishing of this EOI.
5.	Prime Bidder must submit certain declarations as per **Annexure-D** without which bid would not be considered for evaluation.	Declarations as per **Annexure-D.**
6.	**Sole Bidder or Prime Bidder with all members (in the case of Consortium / SPV Bidding) shall have a cumulative average annual turnover of at least Rs. 90 Crores** during the last three (3) audited financial years, ending 31st March of the previous financial year [i.e., (FY 2022-23, FY 2023-24, FY 2024-25) or (FY 2023-24, FY 2024-25, FY 2025-26)]. **<u>Note</u>: Turnover considered would be a consolidated turnover of the company i.e. A parent Company can use the turnover of its child company (100% subsidiary of parent) but a child company cannot use parent company's**	a) Audited financial statements for the last three financial years. b) Certificate from the Statutory Auditor / Company Secretary for the last three financial years.

	turnover. **In the case of a Consortium or SPV bidding, this requirement may be met by any single member or collectively by all members.**	
7.	**Sole Bidder or Prime Bidder with all members (in the case of Consortium / SPV Bidding)** must have a positive Net Worth in each of the last three (3) financial years, ending 31st March of the previous financial year [i.e., FY 2022-23, FY 2023-24, FY 2024-25) or (FY 2023-24, FY 2024-25, FY 2025-26)]	a) Audited financial statements for the last three financial years. b) Certificate from the Statutory Auditor / Company Secretary for the last three financial years.
8.	**Sole Bidder or the Consortium (collectively) or SPV (collectively)** should submit a solvency certificate issued by any Nationalized / Scheduled Commercial bank for an amount of at least Rs.120 Crore.	The certificate, issued by any Nationalized / Scheduled Commercial bank, should not be older than 3 months from the bid due date.
9.	Sole Bidder or Prime member of the Consortium/SPV (**in case of Consortium / SPV**) must have an established project office in the respective project site. However, if no such local presence exists in the respective project site, the selected Sole Bidder or Prime member of the Consortium / SPV (**in case of Consortium / SPV**) must provide a formal undertaking to **establish a project office within one (1) month** from the date of the award of the contract.	Undertaking as per **Annexure-F** is to be submitted.
10.	**Technical Capability:** **Sole Bidder or any member of the Consortium / SPV (in case of Consortium / SPV)** should have Experience of having successfully completed or ongoing projects in any Central or State Govt. / PSU / Autonomous Institution / govt dept / municipal bodies during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: a) Three similar completed/ongoing projects each having at least 52 urban local bodies in a state OR,	**Bidder should submit the following in support of credentials:** Satisfactory Work Completion Certificate issued & signed by the competent authority of the client entity along with the supporting documents such as Work Order / Purchase Order / Contract Agreement clearly highlighting the scope of work, Bill of Material and value of the contract / order.

	b) Two similar completed/ongoing projects each having at least 65 urban local bodies in a state OR, c) One similar completed/ongoing project having at least 104 urban local bodies in a state **Note :** • Similar works means: projects related to ICT based technology for Vector Brone Disease Monitoring / Liquid Waste Management System.	
11	**Sole Bidder or Prime member of the Consortium / SPV (in case of Consortium / SPV)** shall submit the details of qualified Doctors possessing Degrees - MBBS, MD (General Medicine) & MS (General Surgery), who shall be associated with the project for providing technical guidance and domain expertise in the implementation of the ICT-Based Vector Borne Disease Management System and submit a Letter of Consent from the proposed medical professionals along with the bid.	**Bidder should submit undertaking along with supporting documents from the experts.**

CHAPTER 4 – SCOPE OF WORK

Implementation of ICT based Technology for Vector Borne Disease Monitoring & Liquid Waste Point Cleaning Monitoring in Govt Department of West Bengal

❖ Scope of Work for Bidder:

Proposed ICT Solutions:
The proposed system shall comprises of an integrated digital platform consisting of the following modules:

Module 1: ICT-Based Vector Borne Disease Monitoring

- QR/Scanify Code-based digital identification of every property.
- House-to-house survey management with geo-tagging and digital monitoring of survey teams on a centralized dashboard.
- Mosquito breeding surveillance covering water containers, coolers, overhead tanks, construction sites, tyres, drains and other breeding sources with photographic evidence and GPS coordinates.
- GIS-based hotspot mapping for disease surveillance and risk analysis.
- Centralized dashboards for State, District, Municipality and Ward-level monitoring.
- Citizen complaint management for mosquito breeding, waterlogging, garbage, open drains and fogging requests.
- Technology-enabled monitoring of fogging operations, operator attendance, route tracking and chemical utilization.
- Employee productivity and performance monitoring.
- Automatic alerts for disease clusters, high-risk wards, low survey coverage and pending field activities.
- Comprehensive MIS reports and analytics for policymakers and administrators.
- Role-based administration, audit logs and offline synchronization.

Module 2: ICT-Based Liquid Waste Management

The proposed system shall digitally monitor all liquid waste cleaning activities undertaken by Urban Local Bodies through a centralized ICT platform.

The module shall include:

- Digital registration and Geo Tagging of all liquid waste points including drains, nallahs, manholes, and other cleaning locations.
- QR/Scanify Code-based identification of every liquid waste point.
- Technology enabled and location verification & monitoring of sanitation workers.
- Geo-tagged and time-stamped before-and-after photographs of every cleaning activity.
- Real-time monitoring of drain cleaning and other liquid waste maintenance activities.

- Centralized dashboards for monitoring cleaning status at State, District, Municipality and Ward levels.
- Employee productivity monitoring and route verification.
- Comprehensive MIS reports on cleaning frequency, asset-wise status, worker performance and ward-wise compliance.
- Offline synchronization and role-based access.

The scope of work mentioned above is indicative only. However, all the terms and conditions including additional scope of work as asked by end customer will also be applicable on back-to-back basis to the bidder if it is not mentioned separately in this EOI/RFP/Tender.

Scope of Work for ITI (in case of receipt of order from end customer):

- Finalization of contract with end customer before starting the project execution.
- Finalization of contract with successful bidder for project implementation.
- Coordination with end customer, successful bidder, OEMs and other agencies for smooth execution of the project.
- Attending meetings with end customer for discussions w.r.t. project progress and provide necessary feedbacks to the successful bidder for improvement / corrective actions etc. towards execution activities.
- Review of project progress with the successful bidder on regular basis as per project requirement.
- Time-to-time inspection of project site to verify the quality of works being performed by the successful bidder.
- Organizing special meetings with end customer or any external Govt. entities to assist the successful bidder towards resolving the dispute / issue if required.
- Submission of invoices to the end customer along with supporting documents based on the milestones achieved w.r.t. project progress.
- Follow-up with end customer for release of payment from end customer along with the follow-up of successful bidder.
- Processing of successful bidder’s invoices for release of payment as per order terms & conditions.

CHAPTER 5 – FINANCIAL / COMMERCIAL BID FORMAT

Ref: EOI No: ITI/MSP-EZ/ICT/VBD-LWM /WB/2026-27/025 **Date: 14-08-2026**

Nature of Work: Implementation of ICT based Technology for Vector Borne Disease Monitoring & Liquid Waste Point Cleaning Monitoring in Govt Department of West Bengal

Sl. No.	Item Description	In figure	In word
A	Lumpsum Quote for Implementation of ICT-Based Technology for Vector Borne Disease Monitoring & Liquid Waste Point Cleaning Monitoring System per house-hold property as per Schedule of Requirements (SoR) and Scope of Work (SoW) in INR (without Taxes)		
B	Margin to ITI as a percentage of A		
C	Absolute value of Margin = A*B		
D	Overall Quoted Price of the Bidder to ITI = A-C		
	A - Lumpsum Quote of the project to the end customer for Supply and Services as per Schedule of Requirements (SoR) and Scope of Work (SoW) in INR (without Taxes) **B** - Margin to ITI as a percentage of A **C** - Absolute value of Margin = A*B **D** - Overall Quoted Price of the Bidder to ITI = A-C • During evaluation process, bidder with least "D" will be considered as L1. • The bid having higher value of "B" will be selected in case of tied D. • If the bidder is selected, during the final tender submission, the price to be quoted shall not be more than price "A" and the margin offered to ITI shall not be less than "B". **Note:** The BOQ (Bill of Quantity) for which services are required (from the bidder through this EOI process) will be finalized after the finalization of this EOI only. Post warranty AMC support (if not mentioned in the main Tender/RFP/EOI/ NIT), if required, is to be provided by the bidder as per the mutual understanding/acceptance of Bidder, ITI & end customer.		

Signature of authorized person of the bidder with official seal: ……

Place: ……

Date: ……..

Full Name in Block Letter: ..……

CHAPTER 6 – GENERAL CONDITIONS OF CONTRACT

6.1 BID PREPARATION COST:

6.1.1 The bidder shall be responsible for all costs incurred in connection with participation in this Tender process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by ITI to facilitate the evaluation process and in negotiating a definitive contract or all such activities related to the bid process.

6.1.2 ITI shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6.2 AUTHENTICATION OF BID:

A bid should be accompanied by a power-of-attorney in the name of the signatory of the bidder.

6.3 LANGUAGE OF BID:

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the Purchaser, shall be written in English language. However, any printed literature furnished by the Bidder may be written in another language provided that the same is accompanied by its English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

6.4 AMENDMENT TO EOI/RFP/TENDER:

6.4.1 At any time prior to the last date for receipt of bids, the purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Tender Document by an amendment. The amendment shall be notified on Website URL and should be taken into consideration by the prospective bidders while preparing their bids.

6.4.2 In order to provide the prospective Bidders reasonable time to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the last date for the receipt of Bids.

6.5 DOCUMENTS COMPRISING THE BIDS:

6.5.1 ITI's Tender document can be downloaded from ITI website www.itiltd.in or CPP portal https://eprocure.gov.in The hard copy of the Tender document is not available for sale by ITI. The soft copy of the tender along with all corrigendum may be downloaded from the website and referred for bid preparation.

The bids prepared by the Bidder shall comprise of the following Documents:

6.5.2 Tender Document Fee
6.5.3 Earnest Money Deposit (EMD)
6.5.4 Technical Bid and
6.5.5 Financial / Commercial Bid

6.5.6 Bids in prescribed forms shall be submitted in two sealed covers (Technical and Financial Bids in separate envelops) mentioning clearly the **Name of the project, tender no. and tender due date** with such superscription on the top of envelope as:

ITI Limited
MSP-East Zone
22, Chittaranjan Avenue
Kolkata – 700072

Note: The above envelope marking is applicable for off-line / physical bid submission cases only. In case of on-line bid submission, the above envelope marking is not applicable.

6.6 TECHNICAL BID [Envelop-I]:

It shall have the **full name, address of the bidder / the authorized agent delivering the tender at the bottom left-hand corner of the sealed cover**. The cover shall consist of the following:

1	Power of Attorney (POA) towards bid signing authority / Authorization letter from Director or CEO of the Bidder (in Company's letterhead) authorizing the person towards bid signing authority.
2	Bid Covering Letter (as per **Annexure-A**).
3	Bidder's Profile (as per **Annexure-B**).
4	Tender Document Fee.
5	EMD in the form of Bank Guarantee drawn from a Scheduled Bank or Bank Transfer through NEFT/RTGS. If the bidder is allowed to submit Bid Security

	Declaration at the time of bid submission against ITI EOI, then the bidder has to submit the Bid Security Declaration (as per **Annexure-H**) along with bid document. However, the successful bidder must submit the actual EMD to ITI before bidding of end customer's tender.
6	Certificate of Incorporation, Memorandum of Association (MOA) & Articles of Association (AOA).
7	PAN Registration Certificate / PAN Card.
8	GST Registration Certificate.
9	EPF & ESI Registration Certificates.
10	ISO Certificate.
11	Clause-by-clause Compliance Statement of Bidder's Eligibility Criteria (as per **Annexure-C**) along with supporting documents.
12	General Declaration of Bidder (as per **Annexure-D**).
13	Declaration of Bidder being not Blacklisted / Debarred (as per **Annexure-E**).
14	Declaration of Bidder towards Local Presence in Project Site (as per **Annexure-F**).
15	Audited financial statements (Balance Sheet & P/L Accounts) for last three financial years [(2021-22, 2022-23 & 2023-24) OR (2022-23, 2023-24 & 2024-25)].
16	Certificate from Statutory Auditor / CA specifying the Positive Net Worth for last three financial years [(2021-22, 2022-23 & 2023-24) OR (2022-23, 2023-24 & 2024-25)].
17	Experience Certificates: Work Order / Agreements of the projects along with completion certificates clearly highlighting the Scope of Work (SOW), Bill of Material (BOM), cost of the project(s). The experience is required to meet the eligibility conditions detailed in the Bidder's Eligibility Criteria.
18	Certification in bidder's letter head towards Funding Plan to execute the project OR Solvency Certificate from the banker.
19	Integrity Pact (as per **Annexure-I)**.
20	Tender document duly signed by the authorized person of the Bidder at bottom of each page of the complete tender document as an acceptance for having read, understood and accepted the tender.
21	All other docs as mentioned in this tender elsewhere.

Note:

The above envelope marking is applicable for off-line / physical bid submission cases only. In case of on-line bid submission, the above envelope marking is not applicable. But in all cases (online & offline), documents to be submitted as per above instructions.

ITI or its nominee reserves the right to cross check / validate the authenticity of the documents submitted and the information provided in the Pre-qualification and Eligibility criteria. The

requisite support to prove the claims must be provided by the Bidder failing which the supporting document shall be not be considered as provided following the consequences of false claim by the bidder.

6.7 FINANCIAL / COMMERCIAL BID [Envelop-2]:

It shall consist of financial bid for all the components mentioned in the tender document.

6.7.1 Financial Bid to be submitted as per the proforma mentioned in the tender document. Submission of Financial Bid other than prescribed proforma is liable for rejection.

6.7.2 Incomplete bids are liable for rejection.

6.7.3 The financial bid/quote at any other place than designated place, will make the bid liable for rejection.

Note: The above envelope marking is applicable for off-line / physical bid submission cases only. In case of on-line bid submission, the above envelope marking is not applicable. But in all cases (online & offline), documents to be submitted as per above instructions.

6.8 CLARIFICATIONS:

Bidders desirous of seeking clarifications on the tender may clarify the matter through email / Mobile to the following address:

ITI Limited
MSP-East Zone
22 Chittaranjan Avenue, Kolkata – 700072
Email: mm_mspez@itiltd.co.in, ro_kol@itiltd.co.in

Shri R.K. Paliwal, Chief Manager (MM), Mobile- 9986597700
Shri P.C. Mandal, GM (MSP-Kolkata & ABP-WB), Mobile- 9903220245 / 9433030245

6.9 BID PRICES:

6.9.1 The Bidder shall indicate in the prescribed proforma, the unit rates and total Bid Prices of the equipment / services, it proposes to provide under the Contract. Prices should be

shown separately for each item as detailed in Financial Bid Format.

6.9.2 In the absence of above information as requested, bid shall be considered as incomplete and be summarily rejected.

6.9.3 The Bidder shall prepare the bid based on the details provided in the EOI/RFP/Tender. It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the Purchaser. The Bidder shall carry out all the tasks in accordance with the requirement of the EOI/RFP/Tender and it shall be the responsibility of the Bidder to fully meet all the requirements of the tender.

6.10 FIRM PRICES:

6.10.1 Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, the Purchaser reserves the right to negotiate the prices quoted in the bid to effect downward modification. The Bid Prices shall be indicated in Indian Rupees (INR) only.

6.10.2 The Financial bid should clearly indicate the price to be charged and the taxes shall be applicable as per actual. It is mandatory that such charges wherever applicable/payable should be indicated separately in Financial Bid Format. In case there is a change in the applicable taxes, the same shall apply.

6.11 DISCOUNT:

The Bidders are advised not to indicate any separate discount in the Financial Bid. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, shall not be taken into account for evaluation purpose. However, in the event of such an offer is found to be the lowest without taking into account the discount, the Purchaser shall avail such discount at the time of award of contract.

6.12 TAXES:

6.12.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in its Bid except for variation caused by change in taxes/duties as mentioned below.

6.12.2 For changes in taxes/duties during the scheduled delivery period, the unit price shall be regulated as under:

a) Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time.

b) In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take the benefit of decrease in these taxes/ duties for the supplies made from the date of enactment of revised duties/ taxes.

c) In case of increase in duties/ taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/ taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.

6.12.3 Any increase in taxes and other statutory duties/ levies after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/ duties shall be passed on to the Purchaser by the supplier.

6.13 INSURANCE:

6.13.1 The Goods supplied under this Contract shall be fully insured by the PIA, against any loss or damage up to the time it is delivered to the PIA-designated carrier for shipment to Purchaser or to Purchaser's designated location. The PIA shall submit to the Purchaser, certificate of insurance issued by the insurance company, indicating that such insurance has been taken.

6.13.2 The PIA shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the goods during their shipment from respective manufacturing/shipment site of the OEM to the end customer.

6.13.3 All charges like transportation charges, octroi, etc. that may be applicable till the goods are delivered at the respective site of installation shall also be borne by the PIA.

6.13.4 The PIA during the term of this contract undertakes to ensure that it has taken or shall take up all appropriate insurances for the delivery of goods that it is required to undertake under law as well as to adequately cover its obligations under this Contract: shall take out and maintain, at his own cost insurance with IRDA approved insurers against the risks, and for the coverage, as specified below: shall pay all premium in relation thereto and shall ensure that nothing is done to make such insurance policies void or voidable at the Purchaser's request, shall provide certificate of insurance to the Purchaser showing that such insurance has been taken out and maintained. Employer's liability and workers' compensation insurance in respect of the Personnel of the PIA / PIA s' Team, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and Insurance against loss of or damage to (i) equipment or assets procured in full or in part for fulfilment of obligations under this Contract (ii) the PIA s' assets and

property used in the performance of the Services.

6.14 WARRANTY:

6.14.1 A comprehensive on-site warranty and Operations & Maintenance on all goods supplied under this contract shall be provided by the respective Original Equipment Manufacturer (OEM) through PIA till the end of the Contract.

6.14.2 Technical Support shall be provided by the respective OEM till the end of the contract period.

6.14.3 The PIA warrants that the goods supplied under the Contract are new, non-refurbished, unused and recently manufactured; shall not be nearing End of Sale / End of Support; and shall be supported by the PIA and respective OEM along with service and spares support to ensure its efficient and effective operation for the entire duration of the contract.

6.14.4 The PIA warrants that the goods supplied under this contract shall be of the reasonably acceptable grade and quality and consisted with the established and generally accepted standards for materials of this type. The goods shall be in full conformity with the specifications and shall operate properly and safely. All recent design improvements in goods, unless provided otherwise in the Contract, shall also be made available.

6.14.5 The PIA further warrants that the Goods supplied under this Contract shall be free from all encumbrances and defects/faults arising from design, material, manufacture or workmanship (except in so far as the design or material is required by the Purchaser's Specifications).

6.14.6 The Purchaser shall promptly notify the PIA in writing of any claims arising under this warranty.

6.14.7 Upon receipt of such notice, the PIA shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without prejudice to any other rights which the Purchaser may have against the PIA under the Contract.

6.14.8 If the PIA, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the PIA's RISK & COST and without prejudice to any other rights which the Purchaser may have against the PIA under the Contract.

6.15 BIDDER QUALIFICATION:

6.15.1 The "Bidder" as used in the RFP shall mean the one who has signed the Tender Form. The Bidder may be either the Principal Officer or his duly Authorized

Representative, in either case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, be furnished and signed by the authorized representative and the principal officer.

6.15.2 It is further clarified that the individual signing the bid or other documents in connection with the RFP must certify whether he/she signs as the Constituted attorney of the firm, or a company.

6.15.3 The authorization shall be indicated by written power-of-attorney accompanying the bid.

6.15.4 The power or authorization and any other document consisting of adequate proof of the ability of the authorized signatory to bind the Bidder shall be annexed to the bid.

6.15.5 Any change in the Principal Officer shall be intimated to ITI in advance.

6.16 TENDER DOCUMENT FEE:

6.16.1 Tender document fee of **Rs.5,900/-** (Rupees Five Thousand Nine Hundred Only) (Basic Fee-Rs.5,000/- plus GST @18%) shall be payable with the bid. This shall be submitted in the form of Bank Transfer only through NEFT/RTGS in favour of "ITI Limited" payable at Kolkata (MSP-EZ, 22 Chittaranjan Avenue, Kolkata – 700072) along with the bid document. The Bank details for crediting / transferring money to ITI Limited is as below.

Bank:	Indian Bank
Branch:	Central Avenue
Branch Address:	34 Chittaranjan Avenue, Kolkata – 700012
Account No:	8338867653
IFSC:	IDIB000C004
MICR:	700019008
A/c Type:	Current Account

6.16.2 The Tender document fee is neither refundable nor transferable.

6.17 BID SECURITY / EARNEST MONEY DEPOSIT (EMD):

The bidder shall be required to submit the Bid Security / Earnest Money Deposit (EMD) with the offer/bid for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The Bid Security shall be as under in general if not specified in Chapter-2 (Important Timelines):

Estimated value of the work / tender	Value of Bid Security / Earnest Money Deposit (EMD)
For works estimated up to Rs.1 Crore	2% (two percent) of the estimated cost of the work.
For works estimated more than Rs.1 Crore and up to Rs.10 Crore	Rs.2 Lakhs plus 1% (one percent) of the estimated cost of the work exceeding Rs.1 Crore.
For works estimated above Rs.10 Crore	Rs.11 Lakhs plus 0.5% (half percent) of the estimated cost of work beyond Rs.10 Crore subject to a maximum ceiling of Rs.1 Crore.

Note:

- In case of back-to-back tender/order, EMD amount will be as per above calculations or as per end customer's tender/order requirement whichever is higher.

- In case of back-to-back tender/order, if ITI is exempted from EMD submission because of Government entity (PSU), the same benefit can't be passed-on to the back-end partner/bidder.

- It may be noted that no bidder in any case is exempted from deposit of EMD irrespective of its status. Bid submitted without EMD shall be summarily rejected.

6.17.1 The Bid Security will not be accepted in cash, FDR (Fixed Deposit Receipt), or Banker's Cheques/Demand Drafts in normal circumstances.

6.17.2 The tenderer shall not submit any bids online unless the tenderer has deposited requisite Bid Security online / submitted a Bank Guarantee bond on the e-Tendering portal of ITI.

6.17.3 No interest shall be payable on Bid Security by ITI.

6.17.4 No previous Bid Security or Security Deposit, etc. submitted earlier in connection with any tender (s), will be adjusted towards the present, nor will any such request or correspondence be entertained.

6.17.5 The Bid Security of the unsuccessful bidder(s) will be returned to the unsuccessful tenderer(s) within a reasonable time. ITI shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the stipulation to keep the offer open for the period specified in the tender document or to the Bid Security while in their possession nor be liable

to pay interest thereon.

6.17.6 The Bid Security of the successful bidder(s) will be retained and adjusted as part of the security deposit for the due and faithful fulfilment of the contract. If the successful bidder submits the full amount of Performance Security, then the Bid Security / EMD submitted during tendering stage will be returned to the successful bidder.

6.17.7 The Bid Security shall be deposited either in cash through e-payment mode (NEFT/RTGS/Bank Transfer) or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The documentary proof towards on-line EMD submission must be up-loaded to the e-Procurement portal.

6.17.8 The Bank details for crediting / transferring money to ITI Limited is as below.

Bank:	Indian Bank
Branch:	Central Avenue
Branch Address:	34 Chittaranjan Avenue, Kolkata – 700012
Account No:	8338867653
IFSC:	IDIB000C004
MICR:	700019008
A/c Type:	Current Account

6.17.9 In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:

a. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal while applying to the tender. The Bank Guarantee bond shall be as per Annexure-G and shall be valid for a period of 3 months beyond the bid validity period.

b. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids.

c. Non submission of scanned copy of Bank Guarantee with the bid on e-Procurement portal and/or non-submission of original Bank Guarantee before closing date for submission of bids shall lead to summary rejection of bid.

d. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected.

e. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification Bid for the "Name of Work" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.

f. The envelope shall be addressed to the officer and address as mentioned in the tender document.

g. If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

6.17.10 The Bid Security / EMD shall be forfeited under the following conditions:

a) If a bidder withdraws its Bid during the period of bid validity as specified in this tender and/or as extended from time to time or fails to honour the LOI.

b) If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during tendering stage.

c) If the bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or unethical activity.

d) If the information provided by the bidder is found to be false or forged documents have been provided. This will entail black listing of the bidder also.

e) In the case of selected bidder, if it fails to furnish the Performance Security within the period prescribed in the tender or Letter of Intent (LOI) and/or to sign the contract agreement within the stipulated time limit.

6.18 PERFORMANCE BANK GUARANTEE (PBG):

6.18.1 The successful bidder shall submit a Performance Bank Guarantee (PBG) as per ITI guideline within 15 days from the date of issue of LOI which should remain valid for a period of 3 months beyond the date of completion of all contractual obligations of the contract.

6.18.2 The value of PBG shall be @5% of the work order amount in general. But, in case of back-to-back business, the PBG amount shall be @5% of the work order amount or as per end customer's PBG clause whichever is higher.

6.18.3 The successful bidder shall submit the PBG within 15 days from the date of issue of LOI. If the PBG has not been submitted by the bidder within 15 days from the date of issue of LOI, then the successful bidder may submit the same within 30 days with 12% penal interest on the amount of performance guarantee from the 15th day to the actual date of submission (within the cut-off of 30 days). However, if PBG is not submitted within 30 days, then ITI reserves the right to cancel the LOI duly forfeiting the EMD.

6.18.4 The bidder shall extend the PBG on demand by ITI as per the requirement of the project till the contractual obligation is completed.

6.18.5 The performance Bank Guarantee (PBG) shall be released after physical completion of the work based on Completion Certificate issued by the competent authority stating that the contractor has completed the work in all respect satisfactorily.

6.18.6 The PBG shall be forfeited/en-cashed under the following conditions:

a) If the bidder does not start the work as per tender/order terms and conditions.

b) If the bidder does not perform the work satisfactorily as per the requirement of the tender/order schedule.

c) If the bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during order execution stage.

Note: In case of back-to-back tender/order, if ITI is exempted from PBG submission because of Government entity (PSU), the same benefit can't be passed-on to the back-end partner/bidder.

6.19 SECURITY DEPOSIT (SD):

6.19.1 Once the material is handed over / issued to the contractor, the contractor shall be responsible for the security of the material irrespective of the fact that the material is kept in customer's premises. The contractor shall make adequate arrangements at the site as deemed necessary for guarding the same from thefts or damage of any sort. In the event of any loss, the contractor shall be responsible

to that effect. The cost of stores lost/damaged shall be realized by the customer/ITI out of any payments due to the contractor in this contract or from any other contract executed by Govt. of India.

6.19.2 In addition to PBG, 5% of the contract value shall be recovered as security deposit proportionately from the payments being made against the contractor's bills. This is being recovered because of the involvement of materials, tools, machineries etc. being issued to the contractor time-to-time for project execution.

6.19.3 In case the contractor furnishes an additional Bank Guarantee from a scheduled bank against 5% SD, then the same shall be accepted and no SD shall be deducted from the running bills of the contractor.

6.19.4 Security Deposit shall be released to the contractor after physical completion of the work based on Completion Certificate issued by the competent authority stating that the contractor has completed the work in all respect satisfactorily along with material reconciliation and that too after the expiry of warranty period.

6.19.5 No interest shall be payable upon the Security Deposit or amounts payable to the Contractor under the Contract.

6.19.6 Whenever the contract is rescinded as a whole, the Security Deposit already with ITI under the contract shall be forfeited. However, in case the contract is rescinded in part or partial, the Security Deposit shall not be forfeited.

6.19.7 In case of back-to-back tender/order, the SD shall be as per end customer's tender/order terms and conditions.

6.19.8 Security Deposit mentioned above shall be returned to the Contractor after the following:

a) Expiry of warranty period as mentioned in the tender document.

b) Final Payment is made of the Contract.

6.20 LIQUIDATED DAMAGES:

6.20.1 Time is the essence of contract and the materials/services, against an order arising out of this enquiry, must be delivered by the supplier according to the delivery schedule indicated in the PO/WO. In case of any change in delivery schedule, the supplier should inform ITI in advance and obtain ITI/end customer's approval to the revised delivery schedule. Should the supplier fail to deliver the

material/services in part or full thereof as per the delivery schedule, or any extension thereof, ITI shall be entitled at its own discretion either to recover from the supplier, as penalty, a sum equivalent to 0.5% (half percent) per week against undelivered / unexecuted job for such delay or part thereof or terminate the contract in respect of the balance supply so delayed and purchase materials/services elsewhere at the risk and cost of the defaulting supplier.

6.20.2 Penalties shall be capped to maximum of 10% of total cost of project. Beyond 10%, the Purchaser has the right to terminate the contract or a portion or part of the work thereof. The purchaser shall give 15 days' notice to the contractor of its intention to terminate the Contract and shall terminate the Contract unless the supplier initiates remedial action acceptable to the Purchaser during the 15 days' notice period.

6.20.3 In case of back-to-back contract, the LD terms applicable to the supplier will be as per the original order issued to ITI by end customer OR as per above calculation (half percent per week for the delayed services subject to maximum capping of 10% of the project cost) whichever is higher.

6.20.4 ITI Limited may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the supplier in its hands (which includes the ITI Limited's right to claim such amount against supplier's Bank Guarantee) or which may become due to the supplier. Any such recovery or liquidated damages shall not in any way relieve the supplier from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract.

6.21 PENALTY:

Ongoing performance and service levels shall be as per parameters stipulated by the Purchaser in this EOI/RFP/Tender, failing which the Purchaser may, at its discretion, impose Penalties on the supplier apart from Liquidated Damages (LD).

6.22 DELIVERY / EXECUTION:

Delivery of Goods/Services and/or Execution of the project is totally on milestone based as per end customer's tender/order terms and conditions.

6.23 PAYMENT TERMS:

Payment terms is totally on milestone based as per end customer's tender terms and that too after receipt of payment from end customer. Statutory deductions will be made as per Govt. guidelines. In case of high value project, ITI will open escrow account and all payment

disbursal to the vendor will be done on back-to-back basis through escrow account only if it is permissible.

6.24 PERIOD OF VALIDITY OF BIDS:

6.24.1 Bid shall remain valid for a period of 6 months from date of opening of the bids (Qualifying Bid). A Bid valid for a shorter period shall be rejected by ITI as non-responsive.

6.24.2 In exceptional circumstances, the tendering authority may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. In such cases, the bid security provided shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

6.25 SIGNING OF BID:

6.25.1 The bidder shall prepare, as a part of his bid, the bid documents duly signed on each and every page establishing the conformity of his bid to the bid documents of all the works to be executed by the bidder under the contract.

6.25.2 The bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed with dated by the person or persons signing the bid.

6.26 LATE BID:

Any bid received by the Purchaser after the last date and time for receipt of bids prescribed by the Purchaser, shall be rejected.

6.27 MODIFICATION AND WITHDRAWAL OF BID:

6.27.1 No bid shall be altered / modified subsequent to the closing date and time for receipt of bids. Unsolicited correspondences from Bidders shall not be considered.

6.27.2 No bid shall be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid.

Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

6.28 CONTRACTING THE PURCHASER:

6.28.1 No Bidder shall contact the Purchaser on any matter relating to its bid, from the time of bid opening to the time the Contract is awarded.

6.28.2 Any effort by a Bidder to influence the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

6.29 OPENING OF TECHNICAL BIDS BY THE PURCHASER:

The Purchaser shall convene a bid opening session as per time schedule where one representative from the Bidder, who has successfully submitted the bid, can participate. Subsequent to this, Purchaser shall further open the Bid of only those agencies whose EMD and Tender Fee found to be in order.

6.30 EVALUATION OF BIDS:

6.30.1 A committee shall be formed for evaluation of the bids. Decision of the committee would be final and binding upon all the Bidders.

6.30.2 The evaluation process of the EOI/RFP/Tender proposed to be adopted by the Purchaser is indicated in this EOI/RFP/Tender. The purpose of this clause is only to provide the Bidder(s) an idea of the evaluation process that the Purchaser may adopt. However, the Purchaser reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidder(s) of any such change.

6.30.3 Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the Purchaser's requirements, as described in the EOI/RFP/Tender. Bidder must possess the technical know-how of the project before bidding. The Bidder's bid must be complete in all respect and covering the entire scope of work.

6.31 PRELIMINARY EXAMINATION:

6.31.1 The Purchaser shall examine the bids to determine their responsiveness, i.e. whether they are complete, whether the bid format confirms to the EOI/RFP/Tender

requirements, whether any computational errors have been made, whether required EMD and Tender Fee have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

6.31.2 A bid determined as not substantially responsive shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

6.32 CLARIFICATION:

6.32.1 Bidders are requested to submit all the documents as per the requirement of EOI/RFP/Tender along with the bid. The short-fall in documentation from the bidder part will lead to disqualification of the bidder. Purchaser is not liable to get the shortfall documents from bidder during tender evaluation phase.

6.32.2 When deemed necessary, during the tendering evaluation process, the Purchaser may seek clarifications on any aspect from any or all the Bidders. However, that would not entitle the Bidder to change or cause any change in the substance of the tender submitted or price quoted.

6.32.3 Purchaser reserves the right to seek clarifications on the already submitted documents at any time.

6.33 EVALUATION OF ELIGIBILITY CRITERIA:

6.33.1 In this part, the bids shall be reviewed for determining the Compliance of the general conditions of the contract and Eligibility Criteria as mentioned in the EOI/RFP/Tender. Any deviation for general conditions of the contract and eligibility criteria shall lead to rejection of the bid.

6.33.2 Bidders are expected to meet all the conditions of the EOI/RFP/Tender and the eligibility criteria as mentioned below. Bidders failing to meet these criteria or not submitting requisite supporting documents / documentary evidence in support of eligibility criteria are liable to be rejected summarily.

6.34 TECHNICAL REJECTION CRITERIA:

6.34.1 Technical Bid containing financial details.

6.34.2 Disclosure of Prices in any form or by any reason before opening of the Financial Bids.

6.34.3 Failure to furnish all information mentioned in the EOI/RFP/Tender or submission

of a bid not substantially responsive to the EOI/RFP/Tender in every respect.

6.34.4 Bidders not quoting for the complete scope of work as indicated in the EOI/RFP/Tender, addendum (if any) and any subsequent information given to the Bidder.

6.34.5 Bidders not complying with the material, specifications and General Conditions of the Contract as stated in the EOI/RFP/Tender.

6.34.6 The Bidder not conforming to unconditional acceptance of full responsibility of providing services in accordance with the General Conditions of Contract, Special Conditions of Contract and Scope of work of this EOI/RFP/Tender.

6.34.7 If the bid does not conform to the timelines indicated in the EOI/RFP/Tender.

6.35 FINANCIAL REJECTION CRITERIA:

6.35.1 Incomplete Financial Bid.

6.35.2 If Priced BoM is not provided with the Financial Bid.

6.35.3 Financial Bids that do not conform to the EOI/RFP/Tender's financial bid format.

6.35.4 If there is an arithmetic discrepancy in the financial bid calculations, the Purchaser shall rectify the same. If the Bidder does not accept the correction of the errors, it may be rejected.

6.36 FINAL BID EVALUATION:

6.36.1 If any bidder withdraws his bid, at any stage after the last date and time of bid submission till the final evaluation or declaration of the final selected bidder, it shall be declared a "defaulting bidder" and EMD of such defaulting bidder shall be forfeited. In such situation the tendering process shall be continued with the remaining bidders as per their ranking.

6.36.2 If the successful bidder refuses to perform contract agreement within stipulated timeline, the bidder shall be declared as defaulting bidder and EMD of such defaulting bidder shall be forfeited. ITI reserves right to blacklist/debar such company for minimum three (03) Years from participating in any ITI tender. In such situation, the tendering process shall be continued with the remaining bidders as per their ranking on approved rates.

The bids conforming to the technical specifications, terms and conditions stipulated in the biding document and considered to be responsive subject to clearance of bid rejection criteria will be considered for the further evaluation.

The bidder whose quoted price is lowest among all the techno-commercially responsive bidders will be ranked as L1. The other techno-commercially responsive bidders will be ranked as L2, L3 and so on according to their increasing order of quoted price. The L1 ranked bidder will be invited for negotiations, if required and shall be recommended for award of contract.

6.37 BIDDER'S LIABILITY TOWARDS ITS DEPLOYED RESOURCES:

6.37.1 The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote goodwill and enhance the image of Bidder's organization as well as ITI.

6.37.2 Bidder shall be responsible for human resource management of all the deployed resources including recruiting, hiring, deploying and settlement on time of leaving the organisation within the defined statutory timeline.

6.37.3 Bidder shall provide the backup resource on termination / absence due to medical exigencies / resignation of a resource within a time period of 15 days. However, bidder must ensure deployment of resources (replacement) at each and every location at any point of time in case a regular resource is on leave. Leave and related matters of all resources will be looked after by the Bidder.

6.37.4 **Bidder shall be responsible for all statutory payment to the deployed manpower including all statutory dues and ITI shall have no liability in this regard.**

6.37.5 Bidder shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to ITI & Income Tax or concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

6.37.6 ITI also reserves the right to reject any or all the manpower provided, even after deployment, if they do not conform to the required qualifications or performance specifications (i.e. if their performance is not satisfactory) or where the manpower is absent without any reasonable cause.

6.37.7 The Bidder shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The ITI shall, in no way, be responsible for settlement of such issues whatsoever.

6.37.8 The manpower deployed by Bidder shall be the employees of the Bidder for all intents and purposes and in no case, there shall be a relationship between the said deployed manpower and ITI/end customer.

6.37.9 **The entire financial liability towards persons deployed in the project sites of ITI or end customer shall be of Bidder's responsibility. ITI or end customer in**

no way shall be liable. It will be the responsibility of Bidder to pay to the person deployed a sum not less than the minimum wages act of the Government and shall produce such evidence to ITI if asked by ITI.

6.37.10 **ITI shall not be responsible for any financial loss or any injury or death to any person deployed by the Bidder in the course of their performing the functions / duties, or for payment towards any compensation**.

6.37.11 **Neither Bidder nor its personnel / workmen can be treated as employees of ITI / end customer for any purposes. They are not entitled for any claim, right, preference, etc. over any job/employment (temporarily/ad-hoc/daily wages/regular capacity) of ITI / end customer. Bidder or its workmen shall not at any point of time have any claim whatsoever against ITI / end customer**.

6.37.12 Bidder shall undertake to indemnify ITI against any such claims by the manpower deployed by them.

6.38 SUB-CONTRACT:

6.38.1 **The sub-contracting of work in totality against this EOI/RFP/Tender is not allowed**.

6.38.2 If sub-contracting of work in part is un-avoidable, the bidder shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in its bid. Such notification, in its original bid or later shall not relieve the bidder from anyliability or obligation under the Contract.

6.38.3 There shall be only one level of sub-contracting i.e. the sub-contractor, appointed by the bidder shall directly execute the work without further sub-contracting the work.

6.39 CONSORTIUM BIDDING:

6.39.1 **Consortium bidding is allowed for this EOI/RFP/Tender** (Maximum 3 members including prime bidder).

6.39.2 ITI may submit the bid to the end customer in consortium with the successful bidder if feels necessity.

6.39.3 If Consortium bidding is allowed for this EOI/RFP/Tender, the credentials of consortium partner will also be considered (if required) to fulfil the eligibility criteria of the bidder.

6.40 PURCHASER'S RIGHT TO VARY SCOPE OF CONTRACT:

The Purchaser may at any time, by a written order given to the Bidder, make changes to the

scope of theContract as specified.

6.41 PURCHASER'S RIGHT TO ACCEPT MINOR DEVIATIONS OF THE SUBMITTED BIDS:

The Purchaser may at its own discretion accept minor deviations of the submitted bids which are not affecting the contractual performance of the contract.

6.42 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The Purchaser reserves the right to accept any or all bid, and to annul the tender process or reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidderor Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser'saction.

6.43 PURCHASER'S RIGHT TO ACCEPT EXPERIENCE CERTIFICATE FROM PUBLIC LISTED COMPANY:

Work experience certificates from Govt. Organizations (Central / State / PSU / Autonomous body) only shall be considered. However, in addition to work experience certificates issued by any Govt. Organization, work experience certificates issued by any Public listed company having average annual turnover of Rs.500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates. In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

6.44 PURCHASER'S RIGHT TO ACCEPT ONGOING PROJECTS ALSO (ALONG WITH COMPLETED PROJECTS) TO COMPLY THE ELIGIBILITY CRITERIA:

Ongoing projects shall also be considered towards eligibility provided the bidder has substantially implemented/completed the project at least 80% (eighty percent) of the project (value) which is also certified by the project head.

6.45 CALCULATION OF BID CAPACITY OF THE BIDDER:

The Bidder will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under:

Available Bid Capacity = [A x N x 2] – 0.33 x N x B

Where,

A = Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender), taking into account the completed as well as works in progress.

N= Number of years prescribed for completion of work for which bids has been invited.

B = Value of existing commitments and balance amount of ongoing works with the tenderer as on date one month prior to the tender closing date to be completed in next 'N' years.

6.46 NOTIFICATION OF AWARD:

6.46.1 Prior to the expiry of the period of bid validity, the Purchaser shall notify the Bidder in writing by fax/email, followed by registered letter to be confirmed in writing by registered letter, thatits bid has been accepted.

6.46.2 The notification of award shall constitute the formation of the Contract.

6.46.3 Upon furnishing of Bank Guarantee for contract performance by Successful Bidder, the Purchaser may notify each unsuccessful Bidder and shall refund their EMD.

6.47 AWARD OF CONTRACT:

6.47.1 The bidder whose quoted price is lowest among all the techno-commercially responsive bidders will be ranked as L1. The other techno-commercially responsive bidders will be ranked as L2, L3 and so on according to their increasing order of quoted price. The L1 ranked bidder will be invited for negotiations, if required and shall be recommended for award of contract.

6.47.2 The Bidder whose bids are accepted shall be required to give a Security Deposit as mentioned in the RFP along with acceptance of order, within 15 days. Security

Deposit shall be in the form of Bank Guarantee (BG) from any Nationalised/Scheduled Bank. Security Deposit should be valid for the entire period of contract and thereafter the Security Deposit shall be refunded to the Bidder without any interest.

6.47.3 ITI may, at any time, terminate the contract by giving written notice to the PIA without any compensation, if the PIA becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to ITI.

6.47.4 If at any point during the contract, if the PIA fails to deliver as per the EOI/RFP/Tender terms & conditions or any other reason amounting to disruption in services, the Termination and Exit Management clause shall be invoked.

6.48 PLACING OF WORK ORDER:

6.48.1 Quantities mentioned in "Commercial / Financial Bid Format" are indicative only and ITI reserves the right at the time of issuance of work order to increase or decrease the quantity of goods and / or services from the original requirements as specified in the terms & conditions of the EOI/RFP/Tender as mutually agreed.

6.48.2 Objection, if any, to the work order must be reported to the concerned section of ITI by the PIA within fifteen (15) working days counted from the date of issuance work order for modifications, otherwise it shall be assumed that the PIA has accepted the work order.

6.48.3 If the PIA is not able to do the complete work as mentioned in the scope of work within the specified period, the penalty clause shall be invoked.

6.48.4 The decision of ITI shall be final and binding on the PIA. ITI reserves the right to accept or reject an offer without assigning any reason whatsoever.

6.49 CONTRACT ADMINISTRATION:

6.49.1 No variation or modification of the terms & conditions of the contract shall be made except by written amendment signed by the parties.

6.49.2 Either party may appoint any individual / organization as their authorized representative through a written notice to the other party. Each Representative shall have the authority to:

a) Exercise all of the powers and functions of his/her Party under this Contract other than the power to amend this Contract and ensure the proper administration and performance of the terms hereof; and

b) Bind his or her Party in relation to any matter arising out of or in connection with this Contract.

6.49.3 The PIA along with other members / third parties / OEMs shall be bound by all undertakings and representations made by the authorized representative of the PIA and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf.

6.49.4 For the purpose of execution or performance of the obligations under this Contract, the Purchaser's representative would act as an interface with the nominated representative of the PIA. The PIA shall comply with all instructions that are given by the Purchaser's representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the EOI/RFP/Tender.

6.50 PURCHASER'S OBLIGATIONS:

The Purchaser's Representative shall interface with the PIA, to provide the required information, clarifications and to resolve any issues as may arise during the execution of the Contract. Purchaser shall provide adequate cooperation in providing details, assisting with coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Purchaser is proper and necessary.

6.51 PRE-DISPATCH INSPECTION / INSPECTION CLAUSE:

Inspection may be done by ITI representative if required. ITI shall have free access to the supplier's works during testing and final inspection. PIA shall inform Project Manager of ITI not less than one week in advance. All testing arrangements shall be the responsibility of the PIA. ITI reserves the right to inspect the material along with end customer or third party (if required) during manufacturing and/or before dispatch as per specifications and test protocols.

6.52 NO CLAIM CERTIFICATE:

The PIA shall not be entitled to make any claim, whatsoever against the Purchaser, under or by virtue of or arising out of this contract, nor shall the Purchaser entertain or consider any such claim, if made by the PIA after he shall have signed a "No Claim Certificate" in favour of the Purchaser in such forms as shall be required by the Purchaser after the works are finally accepted.

6.53 RISK & COST:

In case, an order is placed to the PIA based on the quotation/offer/bid received by ITI, if the order is not being executed by the PIA as per scheduled timeline, ITI may buy the ordered goods/services from elsewhere at the risk and cost of the PIA and recover the additional amount that ITI may have to spend in procuring the stores/services.

Also, in case of default of service, if the amount of recovery is not sufficient to recover the cost and risk from the party against the PO, the differential amount, will be recovered or to be set off from any kind of outstanding from any other contract or Purchase order awarded to the vendor.

6.54 EVENT OF DEFAULT BY THE BIDDER:

6.54.1 The failure on the part of the Bidder to perform any of its obligations or comply with any of the terms of this Contract which results in a material breach of the contract shall constitute an Event of Default on the part of the Bidder. The events of default as mentioned above may include inter-alia the following:

a) the Bidder has failed to adhere to any of the key performance indicators as laid down in the Key Performance Measures / Contract, or if the Bidder has fallen short of matching such standards/targets as the Purchaser may have designated with respect to any task necessary for the execution of the scope of work under this Contract which results in a material breach of the contract. The above mentioned failure on the part of the Bidder may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by the Purchaser;

b) the Bidder has failed to remedy a failure to perform its obligations in accordance with the specifications issued by the Purchaser, despite being served with a default notice which laid down the specific deviance on the part of the bidder to comply with any stipulations or standards as laid down by the Purchaser; or

c) the Bidder / Bidder's team has failed to conform with any of the Service/Facility Specifications/standards as set out in the scope of work of this RFP or has failed to adhere to any amended direction, modification or clarification as issued by the Purchaser during the term of this Contract and which the Purchaser deems proper and necessary for the execution of the scope of work under this Contract;

d) the Bidder has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the RFP and this Contract;

e) There is an order from a court of competent jurisdiction for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator,

assignee, or similar official against or in relation to the Bidder.

6.54.2 Where there has been an occurrence of such defaults inter alia as stated above, the Purchaser shall issue a notice of default to the Bidder, setting out specific defaults/ deviances/ omissions and providing a notice of fifteen (15) days to enable such defaulting party to remedy the default committed.

6.54.3 Where despite the issuance of a default notice to the Bidder by the Purchaser, the Bidder fails to remedy the default to the satisfaction of the Purchaser, the Purchaser may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Purchaser.

6.55 CONSEQUENCES OF EVENT OF DEFAULT:

6.55.1 The Bidder shall in addition take all available steps to minimize loss resulting from such event of default.

6.55.2 The Purchaser may, by a written notice of suspension to the Bidder, suspend all payments to the Bidder under the Contract, provided that such notice of suspension:

a) shall specify the nature of the failure; and

b) shall request the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Bidder

6.55.3 In all cases of risk purchase, the difference in cost shall be borne by defaulting Bidder.

6.56 TERMINATION OF CONTRACT IN PART OR FULL:

6.56.1 The Purchaser may terminate this Contract in full or in part by giving the Bidder a prior and written notice indicating its intention to terminate the Contract under the following circumstances:

a) Where the Purchaser is of the opinion that there has been such Event of Default on the part of the Bidder which would make it proper and necessary to terminate this Contract and may include failure on the part of the Bidder to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract.

b) Where it comes to the Purchaser's attention that the Bidder (or the Bidder's Team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Bidder's Bid, the RFP or this Contract.

c) Where the Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor Bidder and to ensure business continuity.

d) Termination for Insolvency: The Purchaser may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Purchaser.

e) Termination for Convenience: The Purchaser, may, by prior written notice sent to the Bidder at least 6 months in advance, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

6.56.2 The Purchaser may retain such amounts from the payment due and payable to the Bidder as may be required to offset any losses caused to the Purchaser as a result of such event of default and the Bidder shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser in this regard. Nothing herein shall affect the continued obligation of the Bidder and Bidder's team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.

6.56.3 The Purchaser may invoke the Bank Guarantee and other Guarantees furnished hereunder, recover such other costs/losses and other amounts from the Bidder as may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law.

6.57 CONSEQUENCES OF TERMINATION:

6.57.1 In the event of termination of this contract due to any cause whatsoever, the contract will stand cancelled effective from the date of termination of this contract.

6.57.2 In case of exigency, if the Purchaser gets the work done from elsewhere, the

difference in the cost of getting the work done shall be borne by the Bidder at his risk & cost.

6.57.3 Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the Bidder or due to the fact that the survival of the Bidder as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Purchaser through re-determination of the consideration payable to the Bidder as agreed mutually by the Purchaser and the Bidder or through a third party acceptable to both the parties may pay the Bidder for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the Bidder up to the date of termination. Without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any losses caused to the Purchaser as a result of any act/omissions of the Bidder. In case of any loss or damage due to default on the part of the Bidder in performing any of its obligations with regard to the execution of the scope of work under this Contract, the Bidder shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser. Additionally, other members of its team shall perform all its obligations and responsibilities under this Contract in an identical manner as were being performed before the collapse of the Bidder as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the Purchaser and as may be proper and necessary to execute the scope of work under the Contract in terms of the Bidder's Bid, the RFP and this Contract.

6.57.4 Nothing herein shall restrict the right of the Purchaser to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Purchaser under law.

6.57.5 The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

6.58 DISCLAIMER:

6.58.1 ITI and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI and/or any of its officers, employees.

6.58.2 All information contained in this Tender provided / clarified is in good faith and interest. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party.

6.58.3 Though adequate care has been taken in the preparation of this Tender document, the interested bidders shall satisfy themselves that the information contained in the document is complete in all respects to enable to make an informed decision to bid. Interested Bidders are required to make their own enquiries and assumptions wherever required.

6.58.4 **Information provided in this document or imparted to any respondent as part of the Tender process is confidential and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.**

6.58.5 Bid received / submission after due date and time will not be considered.

6.59 FORCE MAJEURE:

6.59.1 Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations, if the non-performance results from such Force Majeure circumstances i.e. Flood, Fire, Earth Quake, Epidemic and other acts of God as well as War, Military Operation, Blockade, Act or Actions of State Authorities that have arisen after signing of the present contract. Party invoking this clause shall serve notice of seven days along with the proof of occurrence of the force majeure event to the opposite party. At the time of cessation of such force majeure event a notice of the same shall also be served to the opposite party.

6.59.2 In such circumstances, upon a written approval of ITI, the time stipulated for the performance of an obligation under the present contract will stand extended correspondingly for the period of time of action of these circumstances and their consequences. However, any such extension shall be given only if extension is granted by the ultimate buyer/ user.

6.59.3 Parties at all times take reasonable steps within their respective powers and consistent with good operation practices (but without incurring unreasonable additional costs) to:

a) Prevent Force Majeure Events affecting the performance of the Company's obligations under this agreement;
b) Mitigate the affect of any Force Majeure Event; and

c) Comply with its obligations under this agreement.

6.59.4 Further if the period of Force Majeure event extends beyond three months* the parties may consider the fore closure of the agreement.

* Period of three months may vary at the discretion of ITI as per the validity period of the contract.

6.60 ARBITRATION:

6.60.1 Arbitration Clause for Public Sector Enterprises (PSE) Bidders: In the event of any dispute or difference relating to the interpretation and application of the provisions of agreement between the parties, such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

6.60.2 Arbitration Clause for bidders other than PSEs: In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the Arbitrator appointed by the CMD as per the Arbitration and Conciliation Act, as amended up-to-date. The award of the arbitrator shall be final andbinding on both the parties to the agreement. In the event of such an arbitrator to whom the matter isoriginally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CMD, ITI shall appoint another person to act as an arbitrator in accordance with the Arbitration and Conciliation Act, 1996 as amended up-to-date and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessor/s.

6.60.3 The venue of the arbitration proceeding shall be the office of the MSP Head, Kolkata or such other places as the arbitrator may decide.

6.61 GOVERNING LAW AND JURISDICTION:

The Contract shall be governed by and interpreted in accordance with the laws of India. The High Court of Judicature at Kolkata and Courts subordinate to such High Courts shall have exclusive jurisdiction in respect of any disputes relating to the tendering process, award of Contract and execution of the Contract.

CHAPTER 7 – SPECIAL CONDITIONS OF CONTRACT

1. ITI reserves the right to undertake supplies up to 50% of the order quantity if it is a manufactured item of ITI.

2. ITI reserves the right to undertake services likes installation and commissioning activities, Annual Maintenance Contract (AMC) etc. up to 50% of the order quantity.

3. ITI reserves the right to quote & supply ITI manufacturing products if BOM of EoI/RFP/Tender Document contains ITI manufacturing products.

4. ITI reserves the rights to split the order (after taking out ITI portion if any) in 60% : 40% ratio or any other ratio which deems fit as per project requirements between L1 and L2 bidders for speeding up the work, provided L2 bidder matches L1 bidder's price and wherever it is technically feasible subject to compliance of bid capacity and turnover criteria. ITI also reserves the rights to split the order among more bidders (more than two) for speeding up the work in appropriate ratio based on bid capacity & turnover, provided all the bidders agree to match the L1 bidder's price. However, if the tender is for a service and not for the supplies, the exact ratio of work and choice of area may not be met despite of all efforts. Accordingly, no PIA shall have any right to claim on Jurisdiction or Quantum of work.

5. All activities like Proof of Concept (PoC) on "No Cost No Commitment" (NCNC) basis wherever applicable will be the responsibility of agencies.

6. Agencies should be willing to impart required training to ITI engineers for undertaking services & execution of project.

7. Agencies will be responsible for any short coming in the BOM and the same should be rectified free of cost.

8. Agencies should be willing to provide TOT for manufacturing of offered products in ITI if the bidder is an OEM.

9. Agencies should be willing to sign an exclusive agreement with ITI for smooth execution of the project.

10. Earnest Money Deposit (EMD) / Bid Security required for submitting the bid will be borne by the selected agency.

11. Performance Bank Guarantee (PBG) will be shared among all the work executing agencies depending upon the ratio of order value.

12. Agencies should bear / reimburse the bank charges of ITI Limited for the preparation of fresh BG or extension of BG (towards EMD & PBG) to the end customer.

13. Agencies should also bear all legal expenses including advocate fees and other miscellaneous charges related to legal representations on behalf of ITI if any litigation / arbitration arises in the concerned project.

14. ITI reserve the right to terminate the Purchase Order/Work Order/Contract for non-performance, deviation from scope, breach of contract term. In case of termination, the agency is not permitted to participate any tender of ITI Limited for a minimum period of one year. Agency whose contract is terminated by ITI Limited in last one year is not allowed to participate in this tender.

15. Margin to ITI would be payable on Supply, I&C and AMC services undertaken by the selected agency for the project.

16. All Statutory guidelines of ITI, Ministry of Finance and CVC needs to be followed.

Annexure-A

To

ITI Limited
MSP-East Zone
22, Chittaranjan Avenue
Kolkata-700 072, India

Subject: Bid Covering Letter

Ref: EOI/RFP/Tender no. …… dated …….

Dear Sir,

We, ……. have read the conditions of the EOI/RFP/Tender along with its corrigendum (if any) and agree to abide by such conditions. We offered our quote to execute the project at the rates quoted in our offer to complete the works on or before the dates mentioned in time schedule for completion of works.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to ITI Limited is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Buyer in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short-listing process, we are liable to be dismissed from the selection process or termination of the agreement during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the EoI/RFP/Tender document including annexures and corrigendum if any and also agree to abide by this tender response for a period of 6 months from the date fixed for bid opening.

We further agree to sign an agreement, bind to abide by the general conditions of contract & special conditions of contract and to carry out all works according to the specifications laid down in the EOI/RFP/Tender.

We hereby declare that in case the agreement is awarded to us, we shall submit the Performance Guarantee in the form of bank guarantee in the format to be provided / provided by ITI Limited.

We bind ourselves to deposit the Security Deposit as prescribed after receiving the notice that the contract has been awarded to us failing which we have no objection to the forfeiture of the Earnest Money in full; otherwise the said Earnest Money shall be retained by ITI towards Security Deposit as specified in the conditions.

We further bind ourselves to execute the contract and to commence the work within 15 days after issue of Work Order in writing as aforesaid failing which we agree to the company forfeiting the Earnest Money Deposit (EMD) and Security Deposit (SD) deposited with them. The accepting authority shall also be at liberty to cancel the acceptance of tender, if we fail to deposit the security amount as specified or to execute an agreement or to start work as stipulated in the tender documents.

We agree that ITI Limited is not bound to accept any tender response that they may receive. We also agree that ITI Limited reserves the right in absolute sense to reject all or any of the services specified in the tender response.

It is hereby confirmed that we are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

We understand that it will be the responsibility of our organization to keep ITI Limited informed of any changes in respect of authorized person and we fully understand that ITI Limited shall not be responsible for non-receipt or non-delivery of any communication and/or any missing communication in the event reasonable prior notice of any change in the authorized person of the company is not provided to ITI Limited.

Dated this Day of 2026

Authorized Signatory

Name:
Designation:
(Company Seal)
Note: To be submitted in Company Letterhead

Bidder's Profile:

1.	Name and address of the company				
2.	Contact Details of the Bidder (Contact person name with Designation, Telephone Number, FAX, E- mail and Web site)				
3.	Area of Business				
		2021-22	**2022-23**	**2023-24**	**2024-25**
4.	Annual Turnover in last 3 financial years (Rs in Crore)				
5.	IT Turnover in last 3 financial years (Rs in Crore)				
6.	Profit / Loss in last 3 financial years (Rs in Crore)				
7.	Net-worth in last 3 financial years (Rs in Crore)				
8.	Date of Incorporation				
9.	GST Registration number				
10.	PAN Number				
11.	CIN Number, if applicable				
12.	Number of technical manpower in company's rolls				
13	Bank Details	Name of Bank: Branch: Account Type: Account No: IFSC Code:			

Dated this Day of 2026

Authorized Signatory

Name:
Designation:
(Company Seal)
Note: To be submitted in Company Letterhead

Annexure-C

Subject: Clause-by-clause Compliance Statement of Bidder's Eligibility Criteria

Ref: Tender no. ……..……. dated ……..

Sl. No.	Clause No.	Clause Description	Compliance (Complied/Not Complied)	Remarks with Documentary Reference

Dated this Day of 2026

Authorized Signatory

Name:
Designation:
(Company Seal)
Note: To be submitted in Company Letterhead

To

ITI Limited
MSP-East Zone
22, Chittaranjan Avenue
Kolkata-700 072, India

Subject: Declaration of Bidders (General)

Ref: EOI/RFP/Tender no. …… dated …….

Dear Sir,

I/We hereby declare / undertake the following:

1. We hereby declare that we will work with ITI as per EOI/RFP/Tender terms and conditions of ITI as well as end customer including warranty & post-warranty services and implementation of the project in the event of ITI winning the contract on back-to-back basis.

2. We hereby declare that we will submit the Tender Fee & EMD (while submitting the bid to the end customer in the form of Bank Guarantee / Demand Draft / Online Payment from any Nationalized / Scheduled Bank) & Performance Bank Guarantee to end customer or ITI (as decided by ITI) as per EoI/RFP/Tender terms & conditions. We also undertake that we will provide EMD & PBG to ITI as per the end-customer's EoI/RFP/Tender terms even if ITI is exempted to submit the same to end-customer because of its PSU status.

3. We hereby declare that we have 'No Objection/ No Claim/ No Compensation' from ITI Limited if this EoI/RFP/Tender is cancelled at any stage of evaluation process by ITI or the main EoI/RFP/Tender is cancelled by the end customer.

4. We hereby undertake that we will be equipped with the required manpower with qualifications, certifications and experience as required in the end customer's EoI/RFP/Tender.

5. We hereby undertake that we will be able to give the proposed solution as required in the end customer's EoI/RFP/Tender.

6. We hereby undertake that we will arrange required certificate & support (warranty & post-warranty/maintenance) in the name of ITI Limited from the OEM as per end customer's requirement.

7. We hereby undertake to make arrangement for signing of agreement between OEM and ITI as per end customer's EoI/RFP/Tender requirements.

8. We hereby agree to take the responsibilities covered in the agreement (on back-to-back basis) to be signed between ITI & OEM (if required) as per end customer's EoI/RFP/Tender terms & conditions.

9. We hereby undertake that we will obtain relevant statutory licenses for operational activities.

10. We hereby undertake that we will sign Consortium Agreement / Teaming Agreement / Integrity Pact with ITI for addressing the end customer's EoI/RFP/Tender if required.

11. We indemnify ITI Limited from any claims / penalties / statuary charges / liquidated damages / legal expenses if any etc. as charged by the end customer.

12. We hereby undertake that the OEMs who meet the eligibility and other conditions as per end customer's EoI/RFP/Tender requirement will be finalized by us and produce the required eligibility documents and other related documents of the OEM for final bid submission.

13. We hereby declare to supply equipment/components which are brand new, first hand and contain no previously used, recycled or refurbished components.

14. We hereby declare not to partner with any other organization directly or indirectly or not to submit any bid against the EoI/RFP/Tender published by other organizations for addressing the same business opportunity of the end customer for which this EoI/RFP/Tender has been published. We also undertake that we will not submit any bid directly to the end customer's tender enquiry if we are being finalized as a BA (Business Associate) Partner of ITI against this EoI/RFP/Tender.

15. We hereby declare to accept payment terms on back-to-back basis. LD, Penalties, if any, will be borne by us fully. We will be eligible to receipt payment from ITI on back-to-back basis only after the submission of invoice and other required documents like material acceptance certificate, insurance certificate, completion certificate, SLA certificate, PF Statement, ESI Statement etc.

16. We hereby declare to provide Bank Guarantee (110% of value for the period till the advance is settled) for getting the advance payment if any on back-to-back basis.

17. We hereby agree that ITI may take any punitive action as deemed fit, including forfeiture of EMD / Security submitted by us, if it is found that any of the documents / information / declaration provided by us (to meet the tender requirement including eligibility) is wrong / forged / misleading at any stage of tender processing / evaluation. The decision of ITI regarding forfeiture of the EMD shall be final and shall not be called upon question under any circumstances

Dated this Day of 2026

Authorized Signatory

Name:
Designation:
(Company Seal)
Note: To be submitted in Company Letterhead

DECLARATION OF BIDDER BEING NOT BLACKLISTED/ DEBARRED

To

ITI Limited
MSP-East Zone
22, Chittaranjan Avenue
Kolkata-700 072, India

Subject: Declaration towards being not BLACKLISTED / DEBARRED

Ref: EOI/RFP/Tender no. …… dated …….

Dear Sir,

It is certified that our firm/company or any of our entity is not BLACKLISTED / DEBARRED from doing business or put on holiday list etc. by any Govt. Organization / PSU (State or Central) / Autonomous Institution for any reason as on date. However, if we fail to complete the awarded work / fulfill the tender conditions or if any of the information submitted by our company or its employee or associate, proves to be false, ITI Limited shall be free to take action / blacklist our firm / company notwithstanding of taking any other legal action."

This declaration is being submitted as per the requirement of your EoI/RFP/Tender.

Dated this Day of 2026

Authorized Signatory

Name:
Designation:
(Company Seal)
Note: To be submitted in Non-Judicial stamp paper of Rs.100 duly Notarized.

DECLARATION OF BIDDER TOWARDS LOCAL PRESENCE IN PROJECT SITE

To

ITI Limited
MSP-East Zone
22, Chittaranjan Avenue
Kolkata-700 072, India

Subject: Declaration towards local presence in project site

Ref: EOI/RFP/Tender no. …… dated …….

We would like to inform you that we are having our local office at the following address:

Address: ……..
……..
……..
……..

We also declare and undertake that we will deploy our resident engineers at project site within the specified time of this EOI/RFP/Tender if the said business opportunity gets matured in favour of us.

Dated this Day of 2026

Authorized Signatory

Name:
Designation:
(Company Seal)
Note: To be submitted in Company Letterhead

BANK GUARANTEE PROFORMA FOR EARNEST MONEY DEPOSIT (EMD)

Ref: Date:

To

ITI Limited
MSP-East Zone
22, Chittaranjan Avenue
Kolkata-700 072, India

1. As agreed under the relevant terms and conditions of Enquiry Ref. …… dated …….. (hereinafter called the said Enquiry) between M/s ITI Limited, MSP-East Zone, 22 Chittaranjan Avenue, Kolkata-700072, India (hereinafter called the Purchaser) and M/s …… (hereinafter called the Bidder) for the project of ……., the Bidder hereby agrees to furnish EMD against supply performance by way of an irrevocable Bank Guarantee for Rs. …….. (Rupees. ……..). We, ……. (indicate the name of Bank) (hereinafter referred to as 'THE BANK') at the request of the Bidder do hereby undertake to pay to the Purchaser, an amount not exceeding Rs. …… (Rupees. ……..) against any loss or damage caused to or suffered or would be caused to or suffered by the Purchaser, by reasons or breach by the said Bidder of any of the terms or conditions contained in the said Enquiry.

2. We, …… (indicate the name of the Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser, by reason of breach by the said Bidder of any of the terms and conditions contained in the said Enquiry or by reason of the Bidder's failure to perform the said Enquiry. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee shall be restricted to an amount not exceeding Rs. …….. (Rupees. ……..).

3. The Bank further agrees that the Purchaser shall be the sole judge as to whether the said Bidder has committed any breach or breaches of any of the terms and conditions of the contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser on account thereof, and the decision of the Purchaser that the said Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser from time to time shall be conclusive, final and binding on the Bank.

4. We undertake to pay to the Purchaser, any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceedings pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

5. It shall not be necessary for the Purchaser to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Purchaser may have obtained or obtains from the Bidder.

6. We, …….. (indicate the name of Bank) further agree with the Purchaser, that the Purchaser shall have the fullest liberty without our consent and without effecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Enquiry or to extend time of performance by the said Bidder from time to time or to postpone for any time of from to time any of the powers exercisable by the Purchaser against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Enquiry and we shall not relieved from our liability by reasons of any such variation, or extension being granted to said Bidder or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser, to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

8. We, …….. (indicate the name of Bank) undertake not to revoke this Guarantee during its currency except with the previous written consent of the Purchaser, in writing.

Notwithstanding anything contained in the foregoing clauses, our liability under this guarantee is restricted to Rs. ……. (Rupees. …….) and our guarantee shall remain in force until …… (Date of expiry of Bid validity). Unless a demand is made against us to enforce a claim under this guarantee within three months from the date of expiry of Bid validity, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

Date: (Name & Designation of the Signatory/Bank Official)
Place: For …… (indicate the name of Bank)

PROFORMA FOR BID SECURITY DECLARATION
(Applicable for Bidder if it is allowed in EOI/RFP/Tender)

To

ITI Limited
MSP-East Zone
22, Chittaranjan Avenue
Kolkata-700 072, India

Subject: Bid Security Declaration

Ref: EOI/RFP/Tender no. …… dated …….

Dear Sir,

We, the undersigned do hereby declare that:

We know that the bid should be supported by a Bid Security Declaration (in lieu of EMD) in accordance with your conditions. We accept to automatically be suspended from being eligible for bidding in any contract of ITI Limited for a period of three years from the date of opening of Bid, if we are in breach of our obligation(s) under the bid conditions, because we

a) have withdrawn our Bid during the period of bid validity or its extended period, if any; or
b) having been notified of the acceptance of our Bid by the Contracting Authority within the period of bid validity
   (i) have withdrawn/modified/amended, impairs or derogates from the EOI / tender, our Bid during the period of bid validity or its extended period, if any;
   OR
   (ii) have failed or refused to furnish a Performance Security in accordance with the condition of the EOI/Tender document;
   OR
   (iii) have failed or refused to sign the contract.

We know that this Bid Security Declaration will expire, if contract is not awarded to us, upon:
a) the receipt of your notification to us of the name of the successful Bidder; or
b) thirty days after the expiration of the validity of our Bid or any extension to it.

Dated this Day of 2026

Authorized Signatory

Name:
Designation:
(Company Seal)

Note: To be submitted in non-judicial stamp paper of Rs.100 and duly Notarised.

INTEGRITY PACT

(To be submitted in non-judicial stamp paper of Rs.100)

PURCHASE ENQUIRY/ORDER No.

THIS Integrity Pact is made on……day of ……2026.

BETWEEN:

ITI Limited having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bangalore – 560 016 and established under the Ministry of Communications, Government of India (hereinafter called the Principal), which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman & Managing Director, Directors, Officers or any of them specified by the Chairman & Managing Director in this behalf and shall also include its successors and assigns) ON THE ONE PART

AND:

…… represented by …… Chief Executive Officer (hereinafter called the Contractor(s), which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the contractor 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 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 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 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 contractor(s) will not enter with other 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 contractor(s) will not commit any offence under IPC/PC Act, further the 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 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 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 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 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 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 Contractor(s) from the tender process.

3.2 If the 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 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 Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

3.3 The 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 Contractor(s) could be revoked by the Principal if the 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 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 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 Contractor(s) or sub-contractor/sub-vendor/associates of the 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 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 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 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 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: -

IEM-I: Atul Jundall, IFS (Retd.)
3/10 Vishesh Khand
Opp. Little Friend School
Gomti Nagar, Lucknow-226010 (UP)

IEM-II Shri Benny John, IRS (Retd.)
Villa No. 36, Kent Plam Villas
Fort Valley Township, Athani, Kakkanad
Ernakulam, Kerala- 682 030

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 Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the 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 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 CONTRACTOR(S)
.....	.....
(Name & Designation)	(Name & Designation)
Witness	Witness
1)	1).....

2) …… 2)……..

CONSORTIUM AGREEMENT

(To be printed on non-judicial stamp paper of Rs.100/- duly singed and stamped by Notary Public)

This Consortium Agreement (hereinafter the "Agreement") entered into this ..... day of ..... Two Thousand and Twenty Four ("**Date of Signing**")

BETWEEN

..... through its Authorised Signatory having their principal place of business at ..... in India (hereinafter called "the System Integrator") of the **ONE PART**;

AND

..... through its Authorised Signatory having their principal place of business at ..... in India (hereinafter called "the Consortium Partner") of the **SECOND PART.**

RECTAILS

EOI/RFP/Tender No. ..... Dated ..... (hereinafter the "Tender Document"), Request for Proposal for ..... <description of work> covering various detail scope of work in the Tender (hereinafter called "the Project");

As specified in clause of the Tender Document, the Bidder has formed a consortium and hereby enters into this Agreement and the Parties have agreed to participate as members of the Consortium subject to said terms and conditions of this Agreement.

The members of the Agreement shall each be referred to as the "Party" and together as the "Parties".

NOW THEREFORE, in consideration of the mutual covenants of the Parties, the sufficiency whereof is hereby acknowledged and other good valuable consideration, the Parties agree as follows:

1. Definitions and Interpretation Definitions

Capitalized terms used in this Agreement shall have their respective defined meanings, and/or shall have the meaning specified in the Contract and the Tender Document and subsequently signed Contract between Authority and Bidder, unless the context expressly or by necessary implication otherwise requires.

"**Contract**" shall mean the Contract entered by the Bidder and Authority **Interpretation**

a) For the purpose of this Agreement, where the context so admits,

(i) the singular shall be deemed to include the plural and vice-versa, and

(ii) masculine gender shall be deemed to include the feminine gender and vice-versa.

b) References to a "person" if any shall, where the context so admits, include references to natural persons, partnership firms, companies, bodies corporate and associations, whether incorporated or not or any other organisation or entity including any governmental or political subdivision, ministry, department or agency thereof.

c) The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this Agreement.

d) References to the word "include" and "including" shall be construed without limitation.

e) any reference to day shall mean a reference to a calendar day.

2. Purpose of Consortium Agreement

The purpose of this Agreement is to specify the responsibilities of the Parties towards the Authority, supplement the provisions of the Contract and the Tender Document concerning the Project and to set out further rights and obligations of the Parties supplementing but not conflicting with those present in the Contract and the Tender Document.

3. Duration

This Agreement shall come into force as of the Date of Signing and shall continue in full force and effect until the complete discharge of all obligations, concerning the carrying out of the Project, which have been taken on by the Parties under the Contract, Tender Document and under this Agreement.

4. Coordinator

The Parties hereby understand and agree that there shall be a "Lead Member" who shall be the point of contact for the purpose of the Project. It is hereby agreed by the Parties

that for the purpose of the Agreement, ... <name of prime bidder> has been appointed as Prime Bidder. The Prime Bidder shall be specifically authorised by the Parties to make representations and declarations on their behalf. However, it is clarified that every member of the consortium shall be equally responsible and jointly and severally liable for the successful completion of the entire Project.

For the purpose of this Agreement, the Tender Document and the Contract, the Prime bidder shall be the single point of contact for the Authority, shall have the overall responsibility of the management of the Project and shall have single point responsibility for ensuring that all members of the consortium are complying with the terms and conditions set out in the Contract and the Tender Document.

All instructions/communications from Authority to the Prime bidder shall be deemed to have been duly provided to all the members of the consortium.

For the avoidance of doubt, it is hereby clarified that all Parties of the consortium shall be individually, jointly & severely responsible for the obligations under the Tender Document, Contract and this Agreement, irrespective of the specific roles/responsibilities undertaken by them.

5. Rights and obligations

For delivery of all services as per the agreement with Authority, Prime bidder shall be primarily accountable and responsible.

The Prime bidder shall be responsible for the transmission of any documents and information connected with the Project to the Parties concerned.

It is hereby clarified that representations and declarations made by the Prime bidder shall be legally binding on all the Parties of the Agreement.

Each Party shall use reasonable efforts to perform and fulfil, promptly, actively and on time, all its obligations under the Tender Document, Contract and this Agreement. All commercials' activities with Authority will be conducted by the Prime bidder.

6. Responsibilities towards each other

Each Party undertakes:-

1. To promptly notify each of the Parties about any significant delay in fulfilment of milestones in relation to the Project.

2. To inform other Parties of relevant communications it receives from third parties in relation to the Project.

3. Each Party shall use reasonable efforts to ensure the accuracy of any information or materials it supplies hereunder or under the Contract and promptly to correct any error that came to its knowledge.

4. Each Party shall act in good faith. When a Party believes that for carrying out the Project or use of knowledge from the Project it might require access rights to another Party's pre-existing know-how or to another Party's knowledge and material which is not from the Project, it shall obtain written permission from the Party prior to the use of such material.

5. Each Party shall abide with the terms of confidentiality as described in Tender Document and shall also abide with all the clauses of the Tender Document.

6. Each Party shall share and disclose information including confidential information and documents as may be necessary for the Project. The Parties hereby understand and agree that the information shall be used solely for the purpose of the Project and not for its own use or for any third-party benefit.

7. Liabilities

Liability towards each other

The Parties hereby understand and agree that all the Parties shall be jointly and severally liable for any default with regard to the deliverables as per the Tender Document.

Indemnification of a Party to other

Each Party shall indemnify each of the other Parties, in respect of liability resulting from acts or omissions of it.

8. Assignment

No Party shall, without the prior written consent of the Authority and of the other Parties, assign or otherwise transfer partially or totally any of its rights and obligations under Agreement.

The Parties hereby represents and warrants that: -

They are duly organised and validly existing under the laws of India and have full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The execution and validity of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorised by all necessary action on the part of the Parties.

This Agreement constitutes a valid and binding obligation of the Parties, enforceable against them in accordance with the terms hereof, and the execution, delivery and performance of this Agreement and all instruments or agreements required hereunder do not contravene, violate or constitute a default of or require any consent or notice

under any provision of any agreement or other instrument to which the Bidder is a party or by which the Bidder are or may be bound.

Each of the representations and warranties shall be construed as a separate representation, warranty, covenant or undertaking, as the case may be, and shall not be limited by the terms of any other representation or warranty or by any other term of this Agreement.

The Parties have read, understood and agree with the terms of this Agreement and the Tender Document.

9. Miscellaneous

(a) This Agreement shall be specifically enforceable at the instance of any of the Parties.

(b) Notices, demands or other communication required or permitted to be given or made under this Agreement shall be in writing in the English language and delivered personally or sent by prepaid post with recorded delivery addressed to the intended recipient at its address set forth below:

Party of the First Part:

Designation: .....

Name of Organization: .....
Address: .....
.....
Attention: .....

Party of the Second Part:

Designation: .....

Name of Organization: .....
Address: .....
.....
Attention: .....

(c) Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served at the time of delivery in the case of service by delivery in person or by registered post.

(d) Each Party shall bear its own legal, accounting, professional and advisory fees, commissions and other costs and expenses incurred by it in connection with this Agreement and the transactions contemplated herein.

(e) This Agreement supersedes all prior discussions and agreements (whether oral

or written, including all event of any conflict between the terms of this Agreement and the Contract and the Tender Document, the terms of the Contract shall prevail.

(f) Any provision of this Agreement, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof.

(g) This Agreement shall be governed and interpreted by, and construed in accordance with the substantive laws of India, without giving effect to the principles of conflict of laws there under.

(h) Any and all disputes or differences between the Parties arising out of or in connection with this Agreement or its performance shall, so far as it is possible, be settled amicably through consultation between the Parties.

If after 30 (thirty) days of consultation, the Parties have failed to reach an amicable settlement, on any or all disputes or differences arising out of or in connection with this Agreement or its performance, such disputes or differences shall be submitted to final and binding arbitration. The arbitration panel shall consist of three arbitrators: one nominated by ..... [name of Party of the First Part], one nominated by ..... [name of Party of the Second part] and the third nominated jointly by both the parties. The place of arbitration shall be ....., India. The language to be used in the arbitration proceedings shall be English. The award of the arbitration proceedings will be final and binding on both Parties to the Agreement.

(i) This Agreement shall be governed by the laws of India.

IN WITNESS WHEREOF, the Parties have entered into this Agreement the day and year first above written.

..... (Name of the party of First Part]:

Authorised Signatory**:**

Name: .....
Designation: .....

In the presence of:
Name: .....
Address: .....

…… (Name of the party of Second Part]:

Authorised Signatory**:**

Name: ……
Designation: ……

In the presence of:
Name: ……
Address: ……

PROCEDUREE FOR SUBMISSION OF BID / TENDER

The bidders are required to submit soft copies of their bid electronically on the ITI e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the ITI e-Wizard Portal. For more information, bidders may visit the ITI e-Wizard Portal **https://itilimited.ewizard.in**

1. REGISTRATION PROCESS ON ONLINE PORTAL

a. Bidders to enroll on the e-Procurement portal **https://itilimited.ewizard.in** by clicking on the link "Bidder Enrolment" as per portal norms.

b. The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Wizard Portal.

c. Bidders must provide the details of PAN number, registration details etc as applicable and submit the related documents. The user id will be activated only after submission of complete details. The activation process will take minimum 24 working hours. After completion of registration payment, you can also send your acknowledgement copy on our help desk mail id **ewizardhelpdesk@gmail.com** for activation of your account.

d. Bidders to register upon enrolment their valid Digital Signature Certificate (DSC: Class III Certificates with signing key and encryption usage) issued by any Certifying Authority recognized by CCA India with their profile.

e. A bidder should register only one valid DSC. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others, which may lead to misuse. Foreign bidders are advised to refer "DSC details for Foreign Bidders" for Digital Signature requirements on the portal.

f. Bidder then logs in to the site through the secured login by entering their user ID/password and the password of the DSC / e-Token.

2. TENDER DOCUMENT SEARCH

a. Various built-in options are available in the e-Wizard Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.

b. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, a form of contract, location, date, other keywords, etc. to search for a tender published on the Online Portal.

c. Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective '**Interested Tenders**' folder. This would enable the Online Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

d. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

3. BID PREPARATION

a. Bidder should take into account any corrigendum published on the tender document before submitting their bids.

b. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.

c. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.

d. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/PNG etc. formats. Documents in PDF format with maximum Five (5) Mb file can be uploaded.

4. BID SUBMISSION

a. Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

b. The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.

c. Bidders must pay required payments (Form Fee, EMD, Tender Processing Fee etc) as mentioned before submitting the bid.

d. Bidder to select the payment option mode as specified in the Schedule (FORM FEE / EMD Section) to pay the Form Fee / EMD wherever applicable and enter details of the instrument.

e. A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.

f. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.

g. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.

h. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

i. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

j. Kindly have all relevant documents in a single PDF file.

k. The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.

5. AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, the purchasers reserve the right to add / modify / delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

6. INSTRUCTION TO BIDDERS

a. Process for Bid submission through ITI Ewizard portal is explained in Bidder Manual. Bidders are requested to download Bidder Manual from the home page of website (**https://itilimited.ewizard.in**). Steps are as follows:

(Home Page ⇨ Downloads ⇨ Bidder Manuals)

b. The tenders will be received online through portal **https://itilimited.ewizard.in**. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.

c. Possession of Valid Class III Digital Signature Certificate (DSC) in the form of smart card/ e-Token in the company's name is a prerequisite for registration and participating in the bid submission activities through **https://itilimited.ewizard.in**. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available on the web site **https://itilimited.ewizard.in** under the link 'DSC help'.

Tenderers are advised to follow the instructions provided in the `User Guide and FAQ' for the e-Submission of the bids online through the ITI e-Wizard Portal for e-Procurement at **https://itilimited.ewizard.in**

d. The bidder has to "**Request the tender**" to portal before the "**Date for Request tender document**", to participate in bid submission.

7. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

8. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.

9. No deviation to the technical and commercial terms & conditions allowed.

10. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bids

Helpdesk No: 011-4960 6060 / 93550 30608 / 93550 30620

BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY DEPOSIT

Ref: Date:

To

ITI Limited
MSP-East Zone
22, Chittaranjan Avenue
Kolkata-700 072, India

1. As agreed under the relevant terms and conditions of Purchase Order Ref. _____ Dated _____ (hereinafter called the said Purchase Order) between M/s. ITI Limited, 22 Chittaranjan Avenue, Kolkata-700072, India (hereinafter called the Purchaser) and M/s. _____ (hereinafter called the Supplier) for supply of _____, the Supplier hereby agrees to furnish a Security Deposit against supply performance by way of an irrevocable Bank Guarantee for Rs. _____ (Rupees. _____). We _____ (indicate the name of Bank) (hereinafter referred to as 'THE BANK' at the request of the Supplier do hereby undertake to pay to the Purchaser, an amount not exceeding Rs. _____ (Rupees. _____ _____) against any loss or damage caused to or suffered or would be caused to or suffered by the Purchaser, by reasons or breach by the said Supplier of any of the terms or conditions contained in the said Purchase Order.

2. We _____ (indicate the name of the Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser, by reason of breach by the said Supplier of any of the terms and conditions contained in the said Purchase Order or by reason of the Supplier's failure to perform the said Purchase Order. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees. _____).

3. The Bank further agrees that the Purchaser shall be the sole judge as to whether the said Supplier has committed any breach or breaches of any of the terms and conditions of the contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser on account thereof, and the decision of the Purchaser that the said Supplier has committed such breach or breaches and as to the amount or amounts of loss, damage costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser from time to time shall be conclusive, final and binding on the Bank.

4. We undertake to pay to the Purchaser, any money so 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 present being absolute and unequivocal.

5. It shall not be necessary for the Purchaser to proceed against the Supplier before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Purchaser may have obtained or obtains from the Supplier.

6. We _____ (indicate the name of Bank) further agree with the Purchaser, that the Purchaser shall have the fullest liberty without our consent and without effecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Purchase Order or to extend time of performance by the said Supplier from time to time or to postpone for any time of from to time any of the powers exercisable by the Purchaser against the said Supplier and to forbear or enforce any of the terms and conditions relating to the said Purchase Order and we shall not relieved from our liability by reasons of any such variation, or extension being granted to said Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser, to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

8. We _____ (indicate the name of Bank) undertake not to revoke this Guarantee during its currency except with the previous written consent of the Purchaser, in writing.

Notwithstanding anything contained in the foregoing clauses, our liability under this guarantee is restricted to Rs. _____(Rupees. _____) and our guarantee shall remain in force until _____ (Date of expiry of warranty period). Unless a demand is made against us to enforce a claim under this guarantee within three months from the date of expiry of warranty period, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

Date: (Name & Designation of the Signatory/Bank Official)
Place: For _____ (indicate the name of Bank)

PROFORMA OF CONTRACT AGREEMENT

(To be submitted in non-judicial stamp paper of Rs.100)

This AGREEMENT is made on …….. day of ……. 2024 Between M/s ITI LIMITED, 22 Chittaranjan Avenue, Kolkata-700072 (hereinafter referred to as "OWNER" or "ITI", which expression shall include its administrators, successors and assigns) of the FIRST PART and M/s …… ……..…….. (hereinafter referred to as the "CONTRACTOR" or "…….", which expression shall include its administrators, successors, executors and permitted assigns) of the SECOND PART.

ITI invited bids through open tendering process vide tender enquiry no. …… dated ……. ……. for ……..

Whereas the CONTRACTOR has submitted its offer/bid dated …….. to execute and fully complete the intended works for the OWNER as set forth in the tender as amended and the drawings, general conditions, special conditions, specifications, bill of quantities and schedule hereto annexed according to the terms, obligations and conditions therein contained at and for an approximate total sum of Rs. …… (Rupees ……..……..…… ……. ……..……) and OWNER has accepted such itemized rate tender in terms of its letter no …… dated ……

Now this AGREEMENT witnesseth as follows:

1. The CONTRACTOR covenants and agrees with the OWNER that the CONTRACTOR will supply the tendered items within the time stipulated in the work order and in the manner and pursuant and subject to all the terms, obligations and conditions in the said tender as amended and the drawings, general conditions, special conditions, specifications, bill of quantities and schedule provided, contained and referred to execute and fully complete all the works specified, described or referred to in and by the said tender as amended and the drawings, general conditions, special conditions, specifications, bill of quantities and schedule and will well truly observe, perform, fulfill, submit to and keep all the said terms, obligations, conditions and matters in the said tender as amended and drawings, general conditions, special conditions, specifications, bill of quantities and schedule contained and referred to and on the part of the CONTRACTOR to be observed, performed, fulfilled, submitted to or kept according to the true intent and meaning of the said tender as amended and the drawings, general conditions, special conditions, specifications, bill of quantities and schedule. Any items not covered by the tendered rates will be worked out as per special conditions attached to the tender documents.

2. In case the work is not completed in the manner mentioned above to the complete satisfaction of the OWNER in every respect within the aforesaid time limit from the stipulated date in the work order, the CONTRACTOR agrees to pay a penalty as per the provision of the work order for each week of delay beyond the date stipulated for the completion. It is agreed that time is the essence of the contract.

3. In consideration of the premises the OWNER covenants with the CONTRACTOR that it will pay to the OWNER at the several times and in the sums, proportions and manner in the said, general conditions, special conditions in that behalf provided the amount accruing from time to time, but subject to Conditions therein contained.

4. This agreement further witnesseth that the CONTRACTOR hereby covenants with the OWNER that in the event of the non-fulfilment in any respect by the CONTRACTOR of the said covenants, terms, agreements, obligations will pay to the OWNER all loss, damages, costs, charges and expenses as the OWNER may be directly or indirectly put to in consequence of such non-fulfilment by the CONTRACTOR.

5. If the CONTRACTOR fails to perform the contract or carry out the contract to the satisfaction of the OWNER within the period fixed for the purpose or at any time repudiates the contract before the expiry of such period, the Zonal Head or any officer of the OWNER so authorized may, without prejudice to the right of the OWNER to recover from the CONTRACTOR the damages for the breach of the contract, terminate the contract as the whole or terminate a part of the contract at the risk and cost of the CONTRACTOR without prior notice and get the balance work executed through some other agencies and held the CONTRACTOR liable for all the losses and expenses incurred by the OWNER. The decision of the Zonal Head is final with regard to the satisfactory performance of the Contract and is binding on both the parties.

6. In the event of any disputes arising in connection with this contract, it is further agreed that such disputes shall be referred to the sole arbitrator as per the arbitration clause in the general terms and conditions of the contract.

7. The following documents are deemed to form Part and parcel of the agreement viz:

   a) Tender / EOI No. ……..
   b) Your Offer Dated ……
   c) Work Order No: ……
   d) General Conditions of Contract of Tender / EOI
   e) Special Conditions of Contract of Tender / EOI
   f) Specifications, Priced Bill of Quantities (BOQ), Schedule of Rates (SOR) etc.
   g) All Corrigendum and Addendum issued during tendering stage
   h) All post tender clarifications, confirmations and correspondences (letters, faxes, emails, Minutes of Meeting etc.)

i) Other terms and conditions of end customer's contract

8. This agreement further witnesseth that the CONTRACTOR is responsible for any accident or other compensation payable to the workman employed by the working under the control of CONTRACTOR that the OWNER has no sort of liability in the matter, and that if any payment would have to be made by the OWNER, the same shall be reimbursed by the CONTRACTOR.

In witness where of the said parties here to have hereunto set their hands.

On behalf of OWNER	**On behalf of CONTRACTOR**
Authorized Signatory	**Authorized Signatory**
Name:	Name:
Designation:	Designation:
Witnesses:	**Witnesses:**
1. ……	1. ……
2. ……	2. ……

Place :

Date :

PROFORMA OF NON-DISCLOSURE AGREEMENT (NDA)

(To be submitted in non-judicial stamp paper of Rs.100)

This Non-Disclosure Agreement (the "Agreement") is made on this …… day of …….. 2024 by and between

ITI Limited, a Company incorporated under the Companies Act, 1956/2013 having its Registered & Corporate office at ITI Bhavan, Dooravaninagar, Bengaluru 560016 and Zonal office at ITI Limited, MSP-East Zone, 22 Chittaranjan Avenue, Kolkata 700072 (hereinafter referred to as "**ITI**", which expression shall, unless the context otherwise requires, shall mean and include its successors, affiliates, administrators, assigns, or by any other name by which it may be incorporated) as the party of the FIRST PART.

AND

XXXX, a Company incorporated under the Companies Act, 1956/2013, having its Registered office at ……..…… (hereinafter referred to as "**XXXX**", which expression shall, unless the context otherwise requires, shall mean and include its successors, affiliates, administrators and assigns) as the party of the SECOND PART

AGAINST

Work Order No: ……..

Project: ……..

Both **ITI** and **XXXX** hereinafter be individually referred to as "**Party**" and collectively referred to as "**Parties**".

WHEREAS:

A. The Parties intend to engage in discussions in order to evaluate entering into a potential business relationship **("Purpose" or "Proposed Transaction");**

B. It is anticipated that each Party may disclose or deliver (such Party, the "**Discloser**") to the other Party (such Party, the "**Recipient**"), certain confidential or proprietary information for the Purpose as set forth above;

C. The Parties intend to safeguard and protect the Confidential Information (defined below) from being disclosed to any third parties or being used for any purpose other than the Purpose as mentioned herein above.

Now therefore in consideration of the mutual covenants and for other valuable consideration, the Parties agree as follows:

1. Definitions

"Confidential Information" shall mean any non-public business, commercial or technical information and data of a Party or that of its clients, including but not limited to information relating to any past, present or future business methods, technical systems, research and development projects, services, clients, liabilities, litigations, know-how and any information in respect of which the Discloser owes an obligation of confidentiality to any third party, whether disclosed in writing, orally, electronically or otherwise, by the Discloser or any other party on behalf of the Discloser. Any documents, copies or abstracts, or any modules, samples, prototypes or parts, which reflect or are generated from the foregoing information or data, will also be deemed as Confidential Information.

"Applicable Law" means all acts, rules, laws, legislations, statutes, orders, regulations, ordinances, decrees, rulings, policies, administrative guidelines, codes, instructions, judgments, court orders, treaties, bye-laws, notifications or any directives of any government or judicial authority in India. Applicable Law includes all amendments to and judicial interpretations of the foregoing.

"Authorised Recipients" means those persons who need to know or have access to the Confidential Information in the course of their professional duties, for the purposes of evaluating, negotiating or advising upon the Proposed Transaction, and include the Recipient's senior executives, professional advisers, agents and representatives.

"Affiliates" means, in relation to any Party, a person or entity that controls, is controlled by, or is under common control with such Party; for the purposes of this definition, control means (a) the ownership, directly or indirectly, of a majority of the voting securities of that Party, or (b) the power to direct the management or policies of that Party, whether by operation of law, contract or otherwise.

2. Manner of Disclosure

2.1 The Recipient acknowledges that the Discloser's Confidential Information is received under a duty of confidentiality to the Discloser. Recipient shall not disclose, copy, reproduce or distribute the Confidential Information or any part of it or otherwise make it available to any person except as permitted under this Agreement.

2.2 All Confidential Information shall be deemed as the Discloser's trade secrets, unless otherwise designated by the Discloser as non-trade secret Confidential Information.

2.3 The Recipient shall treat the Discloser's Confidential Information with the same degree of care as it protects its own Confidential Information and in no case less than a reasonable degree of care. The Recipient shall keep all Confidential Information securely and properly protected against theft, damage, loss and unauthorised disclosure and access (including access by electronic means).

2.4 The Recipient and its Authorised Recipients shall use the Confidential Information solely for the purpose of evaluating and negotiating the Proposed Transaction and not for any other purpose. Under no circumstance shall the Recipient or its Authorised Recipients use any Confidential Information in relation to its own business (other than for the purpose of evaluating and negotiating the Proposed Transaction) or to compete with the Discloser or its Affiliates.

2.5 The Recipient may use or disclose Confidential Information only:

(a) for the purpose of evaluating the Proposed Transaction or as may be necessary for fulfilling its obligations or effectively exercising its rights pursuant to the Proposed Transaction;
(b) to Authorised Recipients, provided that they are bound by the same obligations of confidentiality as the Recipient under this Agreement;
(c) if permitted by the Discloser in writing, prior to the disclosure; or
(d) to the extent required by an order of any court or other governmental authority, but only after the Discloser has been so notified and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such order.

2.6 The Recipient shall notify the Discloser immediately upon becoming aware that any of the Information has been disclosed to, or obtained by, a third party otherwise than as permitted under this Agreement.

3. Return of Information

3.1 Upon written request by the Discloser, or upon the termination or expiry of this Agreement (whichever is earlier), the Recipient shall, and shall ensure that its Authorised Recipients, promptly at its/their own cost and expense:

(a) return all Confidential Information to the Discloser, without retaining any copies of such Confidential Information; and
(b) permanently remove all Confidential Information from any and all computer, word processor, disk, memory stick or other devices containing such Confidential Information,

except when the Discloser's prior written permission to retain Confidential Information has been obtained by the Recipient. In such an event, the obligations under this Agreement shall continue to apply to any such Confidential Information retained.

3.2 The provisions of Clause 3.1 above shall not apply to the extent that the Recipient or any Authorised Recipient is required to retain any Confidential Information by any Applicable Law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body. In such an event, the obligations under this Agreement shall continue to apply to any such Confidential Information retained.

4. Exceptions

The obligations under Clauses 2 and 3 above shall not apply to any Confidential Information, which the Recipient can prove:

(a) is at the time of disclosure, already in the public domain or is available to the public through no breach of this Agreement by the Recipient, except that Confidential Information shall not be deemed to be in the public domain merely because a part of the Confidential Information is embodied in general disclosures or because individual features, components or combinations thereof are known or become known to the public; or
(b) is received by the Recipient from a third party free to lawfully disclose such information to Recipient; or
(c) is independently developed by the Recipient without the benefit of any of the Confidential Information, as evidenced by written documentation.

5. Refusal

Either Party shall have the right to refuse to accept any Confidential Information under this Agreement prior to any disclosure and nothing herein shall obligate either Party to disclose any particular Confidential Information.

6. No License or Obligation

It is understood that no license or right of use under any patent or patentable right, copyright, trademark or other proprietary right is granted or conveyed by this Agreement. The disclosure of Confidential Information shall not result in any obligation to grant the Recipient any rights therein or to proceed with the Proposed Transaction.

7. No Remuneration, Warranty and Liability

7.1 The Parties are not entitled to any remuneration for disclosure of Confidential Information under this Agreement. No warranties of any kind are given and no liability of any kind shall be assumed by the Discloser with respect to such Confidential Information or any use thereof, nor shall the Discloser indemnify the Recipient against or be liable for any claims by the Recipient, Authorised Recipients or any third party with respect to Discloser's Confidential Information or any use thereof.

7.2 Confidential Information is provided on an "as is" basis. In no event shall the Discloser be liable for the accuracy or completeness of the Confidential Information.

7.3 Any breach of this Agreement by a Party's Affiliate or Authorised Recipient shall constitute a breach of this Agreement by that Party.

8. Termination

The Recipient's obligations under this Agreement as regards Confidential Information that is designated as non-trade secret Confidential Information shall expire on the earlier of

(i) completion of *3* years from the last disclosure of Confidential Information under this Agreement or

(ii) the execution of definitive binding documentation implementing the Proposed Transaction and containing no less stringent obligations than those contained herein.

9. Non-Solicitation

Neither Party shall, directly or indirectly,

(a) hire or appoint any person who is a director, employee, consultant or individual working under a contract with the other Party; or

(b) solicit, encourage or influence or seek to encourage or influence the foregoing persons to leave his/her current employment or to breach the terms of such employment, consultancy or contract,

except with the prior consent of the other Party.

The obligations under this Clause shall expire at the earlier of

(a) completion of 6 (six) months from the date of the last interactions between the Parties under this Agreement or

(b) the execution of definitive binding documentation implementing the Proposed Transaction and containing obligations similar to the obligations contained in this Clause.

10. No Public Disclosure

Neither Party shall make any public statement, announcement or disclosure to third parties concerning the existence of this Agreement or its terms, the business relationship (if any) between the Parties or the Proposed Transaction, without the prior written approval of the other Party.

11. No Assignment

This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

12. Written Form

The provisions of this Agreement may not be modified, amended or waived, except by a written instrument duly executed by the Parties hereto.

13. Severability

If any provision of this Agreement is determined to be invalid, illegal or unenforceable under the Applicable law, the remaining provisions of this Agreement to the extent permitted by law shall remain in full force and effect. To the extent practicable, the offending provision to be replaced with a valid, enforceable, legal provision that reflects the intention of the offending provision.

14. Arbitration & Applicable Law

14.1 If any dispute and/or difference arises out of or in connection with any of the terms of this Agreement shall, the Parties hereto shall endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement shall be considered to have failed if not resolved within 60 (sixty) days from the date of the dispute.

14.2 Failing such amicable resolution, such dispute or difference shall be referred to arbitration by a sole arbitrator appointed by **ITI** to be conducted as per the Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be Kolkata (India) and the arbitration proceedings shall be carried out in English language. The arbitral award shall be final and binding on Parties.

(a) The above clauses on Arbitration shall survive for three (03) years even after the expiry/termination of agreement.

(b) It is expressly understood and agreed by and between parties that **XXXX** is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed between the Parties that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is hereby expressly understood and agreed that **XXXX** is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. **XXXX** represents and **ITI** expressly agrees, acknowledges and understands that **XXXX** is not an agent, representative or delegate of the Government of India. It is further understood and agreed between the Parties that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, **ITI** hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue the Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

14.3 Nothing in Agreement shall prevent either Party from applying to a court for provisional or interim measures or injunctive relief as may be necessary to safeguard such Party's Confidential Information or other rights hereunder. For such purpose, appropriate courts in Kolkata shall have exclusive jurisdiction.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATE AND AT THE PLACE FIRST MENTIONED HEREIN ABOVE

For ITI Limited	**For XXXX**
Name:	Name:
Designation:	Designation: