ITI LIMITED
(A Government of India Undertaking)
Registered & Corporate Office
ITI Bhavan, Dooravaninagar
BENGALURU – 560 016
KARNATAKA, INDIA
Tele: 080 25617713
E-mail: satishkumar_crp@itiltd.co.in
Website: www.itiltd.in

MATERIALS MANAGEMENT DEPARTMENT

REQUEST FOR PROPOSAL (RFP)

FOR

Annual Rate Contract for Empanelment of New Advertising Agency for publication of various Statutory Advertisement in Print media for 2 Years

NIT No. CRP26I001 dated 28-09-2026

This NIT contains 40 Pages

C O N T E N T S

ITI LIMITED		Phone Nos:	080-25617713
			080-25614466 Ext. 2351
REGD. & CORPORATE OFFICE, ITI BHAVAN DOORAVANINAGAR, BANGALORE - 560 016			
NOTICE INVITING TENDER			
For submission of online bid and procedure to be followed visit https://itilimited.ewizard.in/	**Tender Type**	TWO BID	
	Enquiry Ref	CRP26I001	
	Enquiry Date	28.09.2026	

SI NO	ITEM DESCRIPTION	Quantity
1)	OFFERS ARE INVITED from registered & experienced Firms for **Annual Rate Contract for Empanelment of New Advertising Agency for publication of various Statutory Advertisement in Print media for 2 Years**	As per the tender document

Prebid Meeting	07.10.2026, 1100 HRS at ITI Bhawan, ITI Limited, Corporate Office, Doorvaninagar, Bengaluru – 560016 or through Video Conference (VC link will be shared with interested bidders on request)
Bid Due Date And Time	19.10.2026 1100 HRS
Bid Opening Date And Time (Technical Bid)	19.10.2026 1130 HRS
Financial Bid Opening Date and Time	Will be intimated to Technically Qualified Bidders
Earnest Money Deposit (EMD)	Relevant EMD amount shall be paid by the interested bidders against Clause No. 2, Section 2 of the RFP
Performance Guarantee/Security Deposit	Successful bidders shall submit 5% of the Estimated Contract Value as a Performance Bank Guarantee(PBG) within 21 days from the issuance of the Purchase Order as per Clause No. 3, Section 2 of the RFP
Bid Validity	180 days from the last date of submission of bid

Note: Bidders are advised to take into account sufficient time for uploading of their bids and work well in advance to ensure submission of bids before closing time as above.

SECTION-1

1. INTRODUCTION

1.1 ITI Limited, is a scheduled "A" Public Sector Undertaking under the Ministry of Communication, Department of Telecommunication, Government of India, with its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bengaluru – 560 016, Karnataka, India (hereinafter referred to as the Company/ITI)

1.2 The Company has multiple production units in India located at Bengaluru in Karnataka State, Palakkad in Kerala State, Rae Bareli, Naini & Mankapur in state the of Uttar Pradesh and Srinagar in J&K State and also has a Network System Unit in Bengaluru in Karnataka State and Regional Offices in all the major cities in India (For more details please visit our website http://www.itiltd.in)

1.3 The Company intends to empanel advertising agency/agencies to work on various statutory and corporate advertisements of ITI Limited through Rate Contract.

1.4 The selected bidder/bidders must handle various statutory and corporate advertisement of ITI Limited. The advertisement may be expected to be released in major national and regional newspaper across India at a short Notice for a period of two year from the date of contract.

1.5 Conditional Offers with deviations from the conditions and other requirements stipulated in these documents are likely to be rejected as non-responsive and shall not be considered.

2. SCOPE OF WORK

The scope of work/service expected from the selected bidder/bidders (service provider) is to provide the following services for ITI Limited across India.

The empanelled advertising agency shall be working on various statutory and corporate advertisements of ITI Limited. The advertisements may be expected to be released in major newspapers (National and Regional) all over India at a short notice.

The brief scope of work for empanelled agency is as follows:

2.1 Design, conceptualization, editing and release of advertisements in print media (mainly newspapers) for following category of advertisements.

a. Recruitment
b. Board Meeting
c. Financial Results
d. AGM/EGM Notice
e. NITs/Notifications
f. Expression of Interest
g. Corporate/Branding
h. Other Statutory Advertisements

2.2 Designing of advertisements in English, Hindi and any other regional language as per the content provided by ITI Limited.

2.3 Release of advertisements in specified newspapers. (As per Annexure-1(a) & annexure 1(b)).

2.4 Collation of copies of all newspapers in which the advertisements have published and supplying it to ITI Limited along with the invoice.

3. RESPONSIBILITY OF THE AGENCY

3.1 The empanelled agency/agencies has to extend the service as required by the Company with the shortest span of time.

3.2 The empanelled agency/agencies shall be responsible for compliance with all Governmental rules, guidelines and procedures and order of the local authorities and statutory bodies as may be in force from time to time.

3.3 The empanelled agency/agencies have to provide the services in time as outlined in clause: 02. If the agency fails to provide service within the time limit or as per expectation of ITI Limited., the agency will be solely responsible for the same and no payment will be made for such services.

3.4 Payment of GST as applicable from time to time will be binding on the empanelled agency.

3.5 The agency/agencies should give their offers / concessions / facilities (if any) to ITI Limited on the same terms and conditions.

3.6 Conditional Price Bid will not be accepted.

The rates and / or prices in any form or for any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid. In case of failure to do so the bid will be rejected summarily.

SECTION-2

1. ELIGIBILITY CRITERIA

The following are the eligibility criteria for empanelment of Advertising Agency:

The bidder shall submit documentary evidence confirming the payment of the prescribed tender fee along with the bid submission.

i. The Agency should be fully accredited with INS certification for the last three years and no NOD (Notice of Dis-accreditation) should have been issued by the INS during last three years. A certificate duly signed by Chartered Accountant needs to be attached.

ii. Agency must be in business for the last three years, having average financial turnover of not less than Rs. 50 Lakhs, during the financial year 2023-24, 2024-25 and 2025-26. The turnover certificate shall be submitted duly signed by the Chartered Accountant.

iii. The agency must have a point of contact in Bengaluru.

iv. The agency needs to be registered with the competent authority for VAT and Service Tax, etc. A certificate duly signed by the Chartered Accountant shall be attached.

v. The agency shall be an empaneled agency by at least three Government / Public Sector Undertakings for a minimum period of two years. Certificate from the concerned Government / Public Sector Undertaking is to be attached for having successfully completed the job assigned to their satisfaction.

vi. The bidder should have not been debarred/black listed/terminated /ceased without completing the entire duration of contract period by any Central/State Government Department or Public Sector Undertakings.

vii. The agency should not have defaulted in paying dues to media houses, banks and tax authorities. A “No Dues Certificate” in respect of any major media house shall be provided as part of the documents.

viii. The Advertising Agency should provide details of ownership and organization structure with all supporting statutory documents.

2. EARNEST MONEY DEPOSIT (EMD)

i. The Earnest Money Deposit (EMD) of INR. 40,000/- (Rupees Forty Thousand only) to be submitted in favour of ITI Ltd in the form of Demand Draft or EMD Bank Guarantee on or before 19.10.2026 (11.00 AM), details of Bank are as follows:

Bank Name:	State Bank of India
Branch Name:	Dooravaninagar Branch
Account No:	10637729821
Type of Account:	CC Account
IFSC Code:	SBIN0001438

DD/EMD Bank guarantee must be submitted physically or via post on or before 19-10-2026 @1100 Hrs on the following address.

O/o AGM – MM & DOT Corresp.
ITI Limited,
Regd. & Corporate Office,
ITI Bhavan, Dooravaninagar, Bangalore -560016.

ii. Failure in payment of EMD, the tender shall automatically be treated as cancelled.

iii. The EMD will be returned to the unsuccessful bidders after the finalization of contract, without any interest.

iv. The EMD of the successful bidder will be returned only after the receipt of PBG.

v. EMD will be returned back for technically disqualified bidders within 45 days from the date of declaration of technical evaluation.

vi. ITI shall not pay any interest on EMD amount. The EMD shall forfeit without limitation in the following circumstances:

a. Withdrawal of bid or increase in rates or change in bid conditions after opening of the tender.

b. Refusal to enter into a contract on award of Contract.

vii. Operations of the contract are not commenced from the date indicated in the award of Contract.

viii. Firms registered with MSE need not furnish EMD. For availing this exemption, certified copy of NSIC/MSME certificate need to be enclosed along with the technical bid.

ix. Firms registered with MSME need not furnish security deposit up to the monetary limit for which the firm is registered. Certified copies of supporting documents to be enclosed along with the technical bid.

x. MSE vendor needs to furnish the Bid Security Declaration Form in Lieu of EMD (Annexure-XIV).

3. PERFORMANCE GUARANTEE/SECURITY DEPOSIT

i. The successful bidder shall submit a Performance Bank Guarantee (PBG) equivalent to 5% of the estimated contract value (including GST), issued by a scheduled bank in India, in favour of ITI Ltd.

ii. The successful bidder shall have to submit a Performance Bank Guarantee as prescribed in the Purchase Order (PBG in the form of Bank Guarantee from any Nationalized/ Scheduled Bank in the prescribed format of the Company within 15 days from the date of issue of the purchase order for ensuring good performance and for security purposes, which shall be released at the time of expiry of the Contract, if not extended or renewed for additional period of time. (PBG format is attached at Annexure-XIII). The PBG shall be valid for the entire contract period plus an additional 60 days.

iii. No interest shall be payable on the Performance Bank Guarantee by ITI.

iv. The PBG shall be liable for forfeiture in the event the successful bidder refuses or fails to undertake the assigned transportation work at any point during the contract period.

4. PAYMENT TERMS AND CONDITIONS

i. Payment shall be made within thirty (30) days after receipt of the final bill, duly supported by all the newspaper clippings (in original). The empanelled agency shall submit the bills to Corporate Public Relations department of ITI Limited for certification and onward submission to finance for payment. No advance payment will be made to the empanelled agency under any circumstances.

ii. No extra payment shall be made for conceptualization, creation, designing and development of advertisement issued through newspapers.

iii. TDS/ Income Tax etc. are to be deducted at source from the bills of service provider as per rule.

iv. The losses to ITI which are directly attributable to the Agency shall be deducted from the bills and adjusted from the Performance Guarantee.

Note:

This Tender may be cancelled/withdrawn at any stage of the tendering process without any reason and prior intimation to bidders.

SECTION 3

GENERAL TERMS & CONDITIONS

1. **Contractual Period:** The term of empanelment shall be for a period of two (2) years extendable up to another one year depending upon the performance of the agency/agencies. ITI Limited, however, reserves the right to take a final decision on this without assigning any reason thereof.

2. ITI management reserves the right to select or reject any application or terminate the services of the agency/agencies without assigning any reason thereof.

3. In case of large number of agencies qualifying the eligibility criteria, ITI Limited reserves the right to restrict the number of agencies to be empaneled as per its requirements based on any related criteria.

4. The agency shall release the advertisement only to the publications as per the approval given by Public Relations Department of ITI Limited.

5. The advertisement rates quoted by the agency shall be applicable till end of the contract. In case of revision in card rates by the publishers, the agency will have to inform ITI Limited within one working day through e-mail with documentary evidence and proof of such revision published by the publisher. If the same is not done by the agency, then ITI Limited will pay the rates applicable in the Purchase Order issued to the agency.

6. Agency shall ensure that ITI's advertisements are published in the specified newspapers on a prominent/desired position in a conspicuous and impressive manner based on the size of advertisement approved by ITI Limited.

7. In case there is an error in publication of the advertisements as compared to advertisements text material provided by ITI Limited, the agency shall arrange to publish the corrigendum immediately at its own cost. No bills shall be raised to ITI Limited and ITI will not pay any charges for publication of the corrigendum. If considered necessary, Corporate Public Relations department may ask the agency to publish correct advertisement again without giving any charges.

8. All advertisements layout and design will be subject to approval by Corporate Public Relations department of ITI Limited, prior to release to the newspapers. Size of advertisements should also be approved by Corporate Public Relations department and bills should be claimed strictly in accordance.

9. ITI Limited also reserves the right to design and release any advertisement directly to the newspapers or through any other media or agency.

10. Whenever required, the advertising agency shall have to accept and get advertisement published at a very short notice in specified newspapers on a specified date as indicated by Corporate Public Relations department of ITI Limited.

11. The plants/units/marketing departments/regional offices of ITI Limited located at different parts of the country may approach the empaneled agency for advertisements as per the contract. Payment for such advertisements will be done by the respective offices of ITI Limited for whom the advertisement is released. Bills along with the proof of such advertisement shall be sent to respective offices of ITI Limited.

12. No extra payment shall be made for conceptualization, creation, designing and development of advertisement issued through newspapers.

13. TDS/ Income Tax etc. are to be deducted at source from the bills of service provider as per rule.

14. The bidders should submit their bid/quote for the entire scope of the work.

15. Amendment of Bid Documents: ITI may, for any reason, whether at its own initiative or in response to a

clarification requested by a prospective bidder, modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders. The amendments shall be notified in writing and these amendments will be binding on the bidders. In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, ITI may, at its discretion, extend the deadline for the submission of bids suitably.

16. TAXES & DUTIES:

The empanelled agency/agencies shall be exclusively responsible for payment of all Taxes, Royalties etc. that may be levied from time to time according to the Laws & regulation in force & also hereafter to be imposed, increased or modified from time to time.

17. GOODS & SERVICE TAX (GST):

Without prejudice to stipulation in General Conditions of Contract, the quoted price shall be exclusive of Goods and Service Tax. The GST as legally leviable & payable by the contractor under the provisions of applicable law/ act shall be paid extra by the Company as per the contractor's bill. Bid without GST number shall be rejected. At present GST-TDS is applicable. Deduction of GST-TDS at source would be enforced from the running bills at the rates prescribed. The GST (i.e. SGST, CGST or IGST) amount shall be shown separately in invoice and also submit proper Tax Invoice as per section 31 of CGST Act, and Rule 46 of CGST Rules, 2017 to get Input Tax Credit by the Company. Contractor shall raise their tax invoice in regular interval as per contract condition and uploaded their supply invoice in GSTN Portal through GSTR-1 return with10th of next month. Mismatch in return of the Company due to any reason attributable to contractor, the same shall be recovered from contractor's bill.

18. NEW TAXES & LEVIES

In case Government imposes any new levy / tax after award of the work during the tenure of the contract, the ITI shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of the Company that such new levy/tax is applicable to this contract.

19. TERMINATION OF CONTRACT

In case the successful bidder/bidders fails to comply any of its respective contractual obligation, for reasons solely attributable to the breaching party,

ITI reserves the right to terminate the contract by giving 10 days' notice. In such an event, the Security Deposit shall be forfeited fully by ITI.

In the event of either party terminating the Agreement, the Company will make payments of all dues to the successful bidder for all services rendered as of and up to the date of termination, as per contracted terms.

20. INTEGRITY PACT

The successful bidder has to enter into Integrity Pact with the Company as per the pre-contract Integrity Pact as appended herewith. Signing of the Integrity Pact by the successful bidder is mandatory as per CVC guidelines. Those bidders un-willing to sign the Integrity Pact shall not be considered. Details of such un-willing bidders shall be referred to the competent authority.

21. ARBITRATION

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

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

The Arbitration shall have its seat in Bengaluru.

The decision of the Arbitrator shall be final and binding on the parties to this Contract.

Each party shall bear its own cost of preparing and presenting its case. The cost of Arbitration including the fees and expenses of the Arbitrator shall be shared equally by the Bidder / Supplier and the Company.

22. JURISDICTION OF COURT

a. The Courts at Bengaluru shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

b. All suits shall be subject to jurisdiction of Bangalore court. Notwithstanding the above, any question, claim, dispute or difference for which the decision have been provided in the clauses of the Contract/Tender document, shall be binding on the Parties to the Contract and shall not be re-opened or attempted to be re-opened on any ground of any informality omission, delay or error in the proceeding or any other ground whatsoever

c. The Agency shall continue to provide the services during the pendency of the dispute proceedings and recourse to dispute resolution shall not be a bar to the continuance of the work.

d. The Courts of Bangalore shall have the exclusive jurisdiction upon any matter arising out of the Contract.

23. DOCUMENT SUBMISSION

23.1 The bidders are advised to submit the self-certified documents as called for in the eligibility criteria & follow the pdf signer process in the online tender submission process.

23.2 Technical Bid shall contain the following:

(i). All documents as called for in the eligibility criteria
(ii). Profile of the bidder
(iii). Complete set of RFP document duly signed on each page of the tender documents as a token of having accepted its contents & signed using sign-in process and digital signature by the bidder.
(iv). The amount quoted shall remain firm and shall not attract escalation reason, whatsoever, during the tenure of the contract.

23.3 Price Bid shall contain: Prices / amount has to be properly filled up in the price bid format and to be submitted only as part of the financial bid in the uniwizard portal.

24. INDEMNITIES:

The Bidder / Supplier shall at all times hold the Company harmless and indemnify it from all action, suits, proceedings, works, cost, damage, charges, claims and demands of every nature and descriptions brought or procured against the Company, its officer and employees and forthwith upon demand and without protest or demure to pay the Company any and all losses and damages and cost (inclusive between attorney and client)and all cost incurred in this or any other indemnity or security which the company may now or at any time have relative to the work or the Bidder / Supplier obligations in protecting or endorsing its right in any suit or other legal proceeding, charges and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement or death of any persons, including employees of the Bidder / Supplier or damage to property.

ANNEXURE-I (a)

DETAILS OF ALL EDITION

S. No.	Category of Advertisement	MEDIA/PUBLICATION		
		ENGLISH	HINDI	KANNADA
1	Appointments (Job advertisements)	Employment News	Business Standard (Hindi)	Vijay Karnataka
		Deccan Herald	Jagran	Prajavani
		The Hindu	Dainik Bhaskar	-
		Hindustan Times	Amar Ujala	-
		Business Standards	Hindustan	-
		Mint	-	-
		The Hindu Business Lime	-	-
2	For Expression of Interests	Financial Express	Jagran	Prajavani
		Hindustan Times	Dainik Bhaskar	Vijay Karnataka
		Mint	Amar Ujala	-
		Business Standard	Hindustan	-
		The Hindu Business Line	NavBharat Times	-
3	Tenders	The Hindu	Jagran	Prajavani
		Financial Express	Dainik Bhaskar	Vijay Karnataka
		Hindustan Times	Amar Ujala	-
		Business Standard	Hindustan	-
		Mint	NavBharat Times	-
		The Hindu Business Line	Jagran	-
4	Notice of Board Meeting / Annual General Meeting/ Extra Ordinary General Meeting etc.	Business Standard	Jagran	Prajavani
		Financial Express	Dainik Bhaskar	Vijay Karnataka
		Mint	Amar Ujala	Sanjevani
		The Hindu Business Line	Hindustan	-
			NavBharat Times	-
		-	Business Standard (Hindi)	-
		-	Dakshin Bharath Rashtramath	-
5	Unaudited/audited Financial Results	Business Standard	Jagran	Prajavani
		Financial Express	Dainik Bhaskar	Vijay Karnataka
		The Hindu Business Line	Amar Ujala	Sanjevani
		Mint	Hindustan	-
		-	NavBharat Times	-
		-	Business Standard	-
		-	Dakshin Bharath Rashtramath	-

DETAILS OF BENGALURU EDITION

S. No.	Category of Advertisement	MEDIA/PUBLICATION		
		ENGLISH	HINDI	KANNADA
	Appointments (Job advertisements)	The Hindu	Rajasthan Patrika	Prajavani
		Deccan Herald	Dakshin Bharath Rashtramath	Vijay Karnataka
		Hindustan Times	Business Standard (Hindi)	Sanjevani
		The Hindu Business Line	-	-
2	For Expression of Interests	Financial Express	Dakshin Bharath Rashtramath	Prajavani
		Business Standard	Rajasthan Patrika	Vijay Karnataka
		Mint	Business Standard (Hindi)	Sanjevani
		The Hindu Business Line		-
3	Tenders	The Hindu	Rajasthan Patrika	Prajavani
		Financial Express	Business Standard (Hindi)	Vijay Karnataka
		The Hindu Business Line	Dakshin Bharath Rashtramath	Sanjevani
		Business Standard	-	-
		Mint	-	-
4	Notice of Board Meeting / Annual General Meeting/ Extra Ordinary General Meeting etc.	Business Standard	Rajasthan Patrika	Prajavani
		Financial Express	Business Standard (Hindi)	Vijay Karnataka
		Mint	Dakshin Bharath Rashtramath	Sanjevani
		The Hindu Business Line	-	-
		The Hindu		-
5	Unaudited/audited Financial Results	Business Standard	Rajasthan Patrika	Prajavani
		Financial Express	Business Standard (Hindi)	Vijay Karnataka
		The Hindu Business	Dakshin Bharath Rashtramath	Sanjevani
		The Hindu	-	-
		Mint	-	-

ANNEXURE-II

TECHNICAL BID - FORM A			
संगठन का नाम/Name of the organization			
क्र. स./ Sl. No.	**संदर्भ स./Ref No:**	**अनुपालन/ Compliance**	**पृष्ठ सं।/ Page No.**
A	Details of RFP Document		
1	Name of the Organization (Company/Partnership firm/Proprietorship concern, etc.)		
2	The Agency should be fully accredited with INS certification for the last three years and no NOD (Notice of Dis-accreditation) should have been issued by the INS during last three years. A certificate duly signed by Chartered Accountant needs to be attached.		
3	Agency must be in business for the last three years, having average financial turnover of not less than Rs.50 Lakhs, during the financial year 2022-23 ,2023-24 and 2025-26. The turnover certificate shall be submitted duly signed by the Chartered Accountant.		
4	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site address.		
5	The agency must have a point of contact in Bengaluru. Details of same are to be enclosed.		
6	GST Registration no. (please enclose the certificate copy)		
7	PAN No. with IT returns (Please enclose the certificate copy).		
8	Annual turnover for last 5 Financial Years As per audited accounts.		
	a) Year 2025-2026		
	b) Year 2024-2025		
	c) Year 2023-2024		

9	The agency shall be an empanelled agency by at least three Government / Public Sector Undertakings for a minimum period of two years. Certificate from the concerned		
10	Government / Public Sector Undertaking is to be attached for having successfully completed the job assigned to their satisfaction.		
11	Self-attested copy of work order/Purchase order already executed.		
12	The bidder should have not been debarred/black listed/terminated /ceased without completing the entire duration of contract period by any Central/State Government Department or Public Sector Undertakings. (Annexure-V)		
13	Previous experience with ITI if Any (Annexure-XII)		
14	The agency should not have defaulted in paying dues to media houses, banks and tax authorities. A "No Dues Certificate" in respect of any major media house shall be provided as part of the documents.		
15	The Advertising Agency should provide details of ownership and organization structure with all supporting statutory documents.		
16	Submission of Pre Contract Integrity Pact (Annexure- VIII)		
17	Declaration of Relations in ITI (Annexure-VI)		
18	Bid Form (Annexure- II)		
19	Power of Attorney (Annexure-IV)		
20	Signed copy of RFP		
21	Bid Security Declaration Form (Annexure-XIV), in case of MSME bidders		
22	Undertaking Complying to all RFP Scope of Work, Eligibility and all terms & conditions (Copy to be enclosed)		

Note: The duly filled Price Bid must not be included in the Technical Bid document. Any bidder found to have included the Price Bid in the Technical Bid document shall be liable for disqualification.

ANNEXURE-III

FORMAT OF SENDING PRE-BID QUERIES

Name of the Bidder:

Contact Address of the Bidder:

Sr. No.	Section and Clause Number	Page Number	Query

ANNEXURE-IV

POWER OF ATTORNEY
(Shall be provided on Rs.100/- stamp paper)

Know by all men by these presents, We (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of ……………………………….. as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connect ion with or incidental to our Proposal for "Request for Proposals for '' ……………………………………..Bid Number: <……………………….. > including signing and submission of all documents and providing information / responses to the Department, representing us in all matters before Department, and generally dealing with the Department in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

For,
Name:
Designation:
Date & Time:
Seal:
Business Address:

Accepted,

(Authorized Signatory)
(Name, Title and Address of the Attorney)

Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

a. The Power of Attorney shall be provided on Rs.100/- stamp paper.
b. The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the company Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.

ANNEXURE – V

UNDERTAKING FOR NOT BLACKLISTING
(Non-Blacklisting declaration)

To:

AGM- MM & DOT Corresp,
MM Department,
ITI Ltd
Registered & Corporate Office
ITI Bhavan,
Dooravaninagar,
Bengaluru-560016 (Karnataka, India)

Subject: Non-Blacklisting declaration in connection with participation in RFP No: ………..for ……………………

Dear Sir,

This is to notify you that our Firm/Company/Organization intends to submit a proposal in response to an invitation for RFP No: ………………………………….. for providing …………………………………….. In accordance with the above, we declare that:

a. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
b. We are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

Sincerely,
[BIDDERS NAME]
Name
Title
Signature

ANNEXURE – VI

UNDERTAKING FOR NO RELATIVES IN ITI

(No relatives working in ITI declaration)

To:
AGM- MM & DOT Corresp.
MM Department,
ITI Ltd
Registered & Corporate Office
ITI Bhavan,
Dooravaninagar,
Bengaluru-560016 (Karnataka, India)

Subject: No relatives working in ITI declaration in connection with participation in RFP No: ……….. for …………

Dear Sir,

We are participating in the tender reference No……………………… dated……………..for…………………………………………..

We hereby declare that none of our relatives are working in M/s.ITI Limited.

Sincerely,
[BIDDERS NAME]
Name
Title
Signature

Note: If any relatives are working in ITI Ltd, Details of the officials may be provided

ANNEXURE – VII

BID FORM

NIT No. ____________________ **Dated** ____________

To

AGM- MM & DOT Corresp.
ITI Limited,
(Registered & Corporate Office)
ITI Bhavan,
Doorvaninagar, Bengaluru – 560 016.

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos......................the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver .... in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, if our Bid is accepted, to commence deliveries as per the schedule given as part of this tender.
3. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
5. Bid submitted by us is properly prepared and submitted in the relevant sections of e-bidding portal as to prevent any subsequent alteration and replacement. Also pricing details / information is not made available in the technical section of e-bidding portal.
6. We understand that you are not bound to accept the lowest or any bid, you may receive.
7. We understand that the Bid document so submitted is the true copy of ITI tender documents available on ITI website www.itiltd.in. Any deviation will result in the rejection of the bid.

Dated this ....day of 20

Name and Signature ------------------------

In the capacity of ----------------------

Duly authorised to sign the bid for and on behalf of: ....

Witness: ....

Address: ....

Signature

ANNEXURE – VIII

PRE-CONTRACT INTEGRITY PACT

PURCHASE ENQUIRY/ORDER No.

THIS Integrity Pact is made on…………………day of ………………2025.

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

AND:
……………………………………………….. represented by ………………………………... Chief Executive Officer (hereinafter called the Contractor(s), which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the bidder/contract ON THE SECOND PART.

Preamble

WHEREAS the Principal intends to award, under laid down organizational procedures, a contract for ……………………………………………... of ITI Limited. The Principal values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s)/ Contractor(s).
In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will **monitor** the tender process and the execution of the contract for compliance with the principles as mentioned herein this agreement.
WHEREAS, to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact the terms and conditions of which shall also be read as integral part and parcel of the Tender Documents and contract between the parties.

NOW THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS STIPULATED IN THIS PACT THE PARTIES HEREBY AGREE AS FOLLOWS AND THIS PACT WITNESSETH AS UNDER:

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

1.1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.

b. The Principal will, during the tender process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

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

SECTION 2 – COMMITMENTS OF THE BIDDER/CONTRACTOR

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

a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The bidder(s)/contractor(s) will not enter with other bidders/contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign original shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

e. The Bidder(s)/Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt. bodies directly or indirectly on the bidding process in furtherance to his bid.

g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

SECTION 3 – DISQUALIFICATION FROM TENDER PROCESS & EXCLUSION FROM FUTURE CONTRACTS

3.1 If the Bidder(s)/Contractor(s), during tender process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/ Contractor(s) from the tender process.

3.2 If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future tender/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

3.3 The Bidder(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.

3.4 A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.

3.5 The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however the Bidder(s)/ Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.

3.6 On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not entitled for any compensation on this account.

3.7 Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

SECTION 4 – PREVIOUS TRANSGRESSION

4.1 The Bidder(s)/ Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/ transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the tender process.

4.2 If the Bidder(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section- 5 of this Pact.

SECTION 5 – COMPENSATION FOR DAMAGE

5.1 If the Principal has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.

5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.

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

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

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

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

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

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extend the parties comply with the obligations under this pact.

8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.

8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The

Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.

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

8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within a reasonable time from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8.7 The word **'Monitor'** would include both singular and plural.

8.8 Details of the Independent External Monitor appointed by the Principal at present is furnished below: -

Shri 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 – PACT DURATION

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

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

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

SECTION 10 – OTHER PROVISIONS

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

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

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

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

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

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

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

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

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

For PRINCIPAL	For BIDDER(S)/CONTRACTOR(S)
…………………………………………...	………………………………………………
(Name & Designation)	(Name & Designation)
Witness	Witness
1) …………………………………	1)…………………………………………...
2) …………………………………..	2)………………………………………….....

ANNEXURE –IX

NON DISCLOSURE AGREEMENT

This Nondisclosure Agreement (the "Agreement") is entered into between M/s. ITI Limited, ITI Bhavan, Dooravaninagar, Bangalore – 560 016 ("Disclosing Party") and ...., (Receiving Party") for the purpose of preventing the unauthorized disclosure of confidential Information as defined below.

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

1. Definition of Confidential information. For purpose of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information

2. Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is enclosed by Receiving Party with Disclosing Party's prior written approval.

3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required. Receiving Party shall not without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, Tenders and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

4. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party send Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

6. Severability If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

7. Integration This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements representations and understanding. This Agreement may not be amended except in a writing signed by both parties.

8. Waiver The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights. This Agreement and each Party's obligation shall be binding on the representatives, assigns and successors of such Party. Each Party has signed this Agreement through its authorized representative.

Signature	Signature
(Name)	(Name)
Date	Date

ANNEXURE-X

DECLARATION OF BIDDERS

FROM,

TO

1. I/We………………………………………………………………………………………………………. have read the conditions of the tender and tender documents attached here to and agree to abide by such conditions. I/We offer to do………………………………………………………………………………. at the rates quoted in the attached schedule to complete the works on or before the dates mentioned in the schedule for completion of works.

2. I/We further agree to sign an agreement, bind to abide by the general conditions of the contract, and to carry out all works according to the specifications laid down in the tender papers. I/We hereby pay the earnest money of ……………………………………….by demand draft/EMD Performance Bank Guarantee. I/We bind myself/ ourselves to deposit the security deposit [Performance security] as prescribed within 15 days after receiving the notice that the contract has been awarded to me/us failing which I/We have no objection to the forfeiture of the earnest money in full; otherwise said earnest money shall be retained by the said company towards security deposit as specified in the conditions. I/We further bind myself /ourselves to execute the Tender document and to commence the work with 15 days after issue of the Purchase order in writing as aforesaid failing I/We agree to the company forfeiting the earnest money and security deposit deposited with them. The accepting authority shall also be at liberty to cancel the acceptance of the tender if I/We fails to deposit the security amount as specified or to execute an agreement or to start work as stipulated in the tender documents.

3. I/We hereby enclose a declaration of my/our experience of execution of works of similar nature and magnitude carried out by me/us in the prescribed Performa, and also the income tax and sales tax clearance certificates.

4. The offer shall remain open for acceptance by the Accepting Authority for a period of 6 months from the date of opening of the tender. [180 days]

Date:
Signature of bidder
with the seal of the firm

ANNEXURE-XI

OFFER FORWARDING LETTER /TENDER SUBMISSION LETTER

Tender No: -- Dated: ……………………..

To,
ITI Limited,
ITI Bhawan, Doorvani Nagar,Bangalore:560016

Dear Sir,

Sub: Submission of Offer against Tender Specification No: ……………………………..

I/We hereby offer to carry out the work detailed in the Tender Specification issued by ITI Limited,
……………………………………………, in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the Tender documents andshall abide by the same.

i) Amendments/Clarifications/Corrigenda/Errata/etc. issued in respect of the Tender documents by ITI.
ii) Notice Inviting Tender (NIT)/ (Technical Bid)
iii) Financial Bid
iv) Documents referred to in thetender document
v) Forms and Procedures

Should our Offer be accepted by ITI for Award, I/we further agree to furnish an 'applicable Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by ITI.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the Annexures annexed thereto.

Date: **Signature of authorized person**

Place: **Full Name & Designation:**

Company's Seal:

ANNEXURE-XII

Details Of Bidders' Work Experience

Sl. No	Financial Year	Name of the Client	Govt./ Private	Purchase Order Reference and date of issuance/ date of work commencement	Rate Contract or Regular	Contract Status		Contract Value	PO/Work order attached or not
						If completed, Mention date of completion	If under executions, Mention tentative date of completion		
	Total Cumulative PO/Work Order value submitted from Last 3 FYs								

ANNEXURE-XIII

PERFORMANCE BANK GUARANTEE PROFORMA

1. As agreed under the relevant terms and conditions of Enquiry Ref __________________ dt __________ (hereinafter called the said Enquiry) between M/s. ITI Ltd., Corporate Office, Dooravani Nagar, Begaluru-560016, India. (Hereinafter called the Purchaser) and
M/s. ____ (hereinafter called the Bidder) for supply of ____, the Bidder hereby agrees to furnish 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 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 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 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.

9. 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.

PLACE:
DATE: For _________ (indicate the name of Bank)

ANNEXURE-XIV

FORM OF BID-SECURING DECLARATION

Date:

[RFP No……………………………………………………………………………………..]

To
The ITI LIMITED,
Corporate Office,
Bengaluru 560016

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Condition, failure to do so will automatically exclude us from being eligible for Bidding or submitting Bid in any contract with the employer for the period of 2 years if we are in breach of our obligation(s) under the term and condition prescribe for ticketing vide invitation letter no: ………………………………………………..

a) Have withdrawn our Bid during the period of Bid validity specified by the Bidder in the Form of Bid; or
b) Having not accepted the correction of errors in accordance with the instructions to Bidders ITB or
c) Having been notified of the acceptance of our Bid by the Employer during the period of Bid validity.
    i) Fail or refuse to furnish the performance security in accordance with the ITT, or
    ii) Fail or refuse to execute the contract in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of

i) Our receipt of your notification to us of the name of the successful Bidder: or
ii) Thirty (30) days after the expiration of our Bid.

Sign and Seal
Name of Authorized Official
Legal Stamp

ANNEXURE-XV

EMD BANK GUARANTEE PROFORMA

1. As agreed under the relevant terms and conditions of Enquiry Ref __________________ dt __________ (hereinafter called the said Enquiry) between M/s. ITI Ltd., Corporate Office, Dooravani Nagar, Begaluru-560016, India. (Hereinafter called the Purchaser) and M/s. ____ (hereinafter called the Bidder) for supply 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.

9. 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.

PLACE:
DATE: For _________ (indicate the name of Bank)

ANNEXURE-XVI

INSTRUCTIONS TO BIDDERS

The Bid shall be submitted in two parts in euniwizard Portal only.

Part-I: Technical Bid

Part-II: Price bid

1. MINIMUM REQUIREMENTS AT BIDDERS END:

Computer System with good configuration and OS preferably supporting Windows Word, Excel & PDF, High Speed Broadband connectivity, Internet Browser and Digital Certificate(s)

2. The offer should strictly be submitted in a two bid system i.e., Technical Bid and Price Bid separately.

3. TECHNICAL BID

Technical bid shall contain the following

3.1. All documents as called for in the eligibility criteria.

3.2. All documents as called for in Annexure-II.

For Submission of above documents bidders are advised to follow PDF Sign in Process while submitting the offer.

Offers should be submitted in favour of:

AGM – MM & DOT Corresp.
ITI Limited,
Regd. & Corporate Office,
ITI Bhavan, Dooravaninagar, Bangalore -560016.

The above said documents are to be uploaded in the technical section of the online bid. Only PDF documents needs to be uploaded. Any document not in PDF format, the same needs to be converted into PDF format for uploading.

For primary contact (Technical):
Name- Tarun Kumar Udvala (DGM- HR & PR)
Mail id: tarun_crp@itiltd.co.in
Mob.No. 9704577977

For Secondary Contact(Tender Related)
Name- Sudhanshu Kumar Pandey (AM-MM)/ Raju Banoth (AM-MM)
Mail id: skpandey_crp@itiltd.co.in, rajubanoth_crp@itiltd.co.in
Mob. No. 7895317877, 8008587147

4. PRICE BID

Price Bid shall contain,

4.1. Prices / amount have to be properly filled up in the bid format of the RFP. Also as given at cover 2 of bid documents in Uniwizard portal, the total value should be filled correctly in the Financial Bid option.
4.2. The amount quoted shall remain firm and shall not attract escalation reason, whatsoever, during the tenure of the contract.
4.3. Prices with "0" / "Nil" / "N/A" will not be considered for bid evaluation

5. E-TENDERING INSTRUCTION TO BIDDER:

Submission of Bids shall be only through online process which is mandatory for this Tender.

5.1. Broad outlines of the activities from Bidders prospective:

a. Procure a Digital Signing Certificate (DSC)
b. Register on Electronic Tendering System® (ETS)
c. Create Users and assign roles on ETS
d. View Notice Inviting Tender (NIT) on ETS
e. Download Official Copy of Tender Documents from ETS
f. Clarification to Tender Documents on ETS
g. Query to ITI LTD (Optional)
h. View response to queries posted by ITI LTD, as an addendum/ corrigendum.
i. Bid Submission on ETS
j. Attend Public Online Tender Opening Event on ETS Opening of Technical/Financial part
k. View Post-TOE Clarification posted by ITI LTD on ETS (Optional) Respond to ITI LTD's Post-TOE queries.

For participating in this tender online, the following instructions need to be read carefully.

These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Note 1:

It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. Price bid format (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

Note 2:

While uploading the documents, it should be ensured that the file name should be the name of the document itself.

5.2. DIGITAL CERTIFICATES:

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC), of Class 3 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].

5.3. REGISTRATION IN E-PROCUREMENT PORTAL:

Bidder has to register first in https://itilimited.euniwizarde.com and then Tender document can be downloaded from the web site:

ITI LIMITED has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be accepted.

5.4. SPECIAL NOTE ON SECURITY OF BIDS:

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software.

Specifically, for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypt functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-phrase created by the server itself. The Pass phrase is more difficult to break. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender opening officers of the Buyer organization and the personnel of e-tendering service provider.

5.5. PUBLIC ONLINE TENDER OPENING EVENT (TOE):

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

5.6. OTHER INSTRUCTIONS:

For further instructions, the vendor should visit the home page of the portal https://itilimited.euniwizarde.com

Important Note:

It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

a. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your tender submission deadline on ETS.
b. Register your organization on ETS well in advance of your tender submission deadline on ETS
c. Get your organization's concerned executives trained on ETS well in advance of your tender submission deadline on ETS
d. Submit your bids well in advance of tender submission deadline on ETS to avoid any unforeseen last-minute problems due to internet timeout, breakdown, etc. While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.

5.7. MINIMUM REQUIREMENTS AT BIDDERS END:

Computer System with good configuration and OS preferably supporting Windows Word, Excel & PDF, High Speed Broadband connectivity, Internet Browser and Digital Certificate(s)

5.8. BID SUBMISSION

i. The bidder should submit their bid / quote for the entire Scope of Work.

ii. The Bid submitted by the bidder shall remain valid for a period of 90 days from the date of opening the price bid. Upon acceptance, the rates shall remain firm without any escalation on any account whatsoever till the execution of the project in full.

iii. All other documents as required in support of the eligibility of the bidder for participating in the bid

iv. Whole set as documents as called for / mentioned in RFP, must be submitted after being duly filled in and submitted using sign in process and No part of the bid document shall be removed or altered.

6. BID ACCEPTANCE

6.1. Offers received from the bidders who are failing to meet the eligibility criteria will not be considered under any circumstances.

6.2. Offers are to be submitted well within the due date and submission as indicated in this NIT. Late tenders will not be accepted under any circumstances.

6.3. Bids in which any of the particulars and prescribed information as called for in the Tender is missing or are incomplete in any respect, are liable to be rejected.

7. BID PROCESSING & OPENING

7.1. Technical Bid will be opened online at 1200 Hrs. on DT. 27-03-2024.

7.2. Price Bid of only those bidders found technically fulfilling the eligibility conditions and found technically acceptable shall be opened on a date to be intimated later.

7.3. Price Bid of those bidders who are found to be technically ineligible will not be opened online and the Earnest Money Deposit deposited by such bidders shall be refunded.

8. ITI Limited reserves the right to reject any or all the tenders without assigning any reason thereof.

9. Canvassing of any kind is strictly prohibited and the tender submitted by the bidder who resorts to canvassing is liable for rejection

10. Failure to comply with these instructions may result in the rejection of the tender.

11. Bidders are advised to quote their prices in the Price bid format only and any disclosure of price/s in the Technical bid is liable for rejection of offer / bid in the technical evaluation stage itself.

12. The Request for Quotation with its all enclosures and annexures shall form integral part of the Contract / PO.