

Ref: ITI/MKTG/MSP-HYD/2025-26/APMC/EOI/01

Date: 30/08/2025

ITI MSP HYD invites **Expressions of Interest (EOI)** from eligible and experienced organizations to collaborate as partners in the establishment and operation of **the Next Generation Digital Agriculture Platform under the Agricultural Produce Market Committee (APMC)** framework.



ITI LIMITED

General Manger
MSP Hyderabad,
1402 & 03, Babukhan Estate,
Basheerbagh,
Hyderabad-500001

Website: www.ityltd.in

ITI LIMITED, invites Bids through online mode for techno commercial bid from Empanelled Partners (BA). The interested vendors who are not empanelled are required to get empanelled through our website i.e. <https://tenders.ityltd.in/>

1. Introduction

ITI Limited, the country's **first Public Sector Undertaking (PSU) under the Ministry of Communications**, has been a trusted partner of the Government of India for over seven decades. Established in 1948, ITI has consistently played a pivotal role in building the nation's **telecommunication and information technology infrastructure**. Over the years, ITI has been developing and supplying cutting-edge solutions.

In addition to its telecom achievements, ITI has expanded into **renewable energy and manufacturing domains**, successfully venturing into **solar panel production, Optical Fiber Cable (OFC) manufacturing, and High-Density Polyethylene (HDPE) pipe production**, supporting both the digital and green energy missions of the country.

ITI Limited has also empowered the banking and financial services sector by deploying **SD-WAN technology** across leading public sector banks, thereby enabling secure, scalable, and efficient connectivity. Beyond this, ITI has delivered robust solutions in areas such as **Integrated Unified Management Systems (IUMS), Hospital Management Systems (HMS), and Advanced Metering Infrastructure (AMI)** installation, proving its versatility and adaptability in emerging technology fields.

With its **state-of-the-art manufacturing units, R&D capabilities, and proven expertise in executing large-scale national projects**, ITI continues to stand as a cornerstone of India's technological progress. Its long-standing contributions to **Digital India, Defence communications, financial services modernization, and smart infrastructure** reflect ITI's unwavering commitment to serving the Indian Government and empowering citizens.

As ITI Limited aligns with **APMC digitization initiative**, with its decades of **experience in digital transformation, secure platforms, and mission-critical infrastructure deployment**, making it an ideal partner to revolutionize how farmers buy, sell, and manage agricultural products in the digital era.

2. Important Dates

Date of EOI Upload	30.08.2025
Due Date for EOI Submission	15.09.2025 at 11:00 AM
Due Date of Bid Opening	15.09.2025 at 11:30 AM
ITI LTD Contact Person	Gaurab Dhar, GM MSP HYD Mobile: 9804802100
Value of the project	40.00 Cr. (Approx.)
EOI Fee	1000/- + GST @18%
Bank details for online payment	ITI LIMITED, State Bank of India, Municipal Complex, Tank Bund Road, GHMC Head Office Complex, Near Old Liberty Talkies, Hyderabad, Telangana A/c. No.38773703808, IFSC Code: SBIN0020432
Mode of submission	The Bid shall be uploaded in e-procurement site of ITI Limited (www.itiltld.in , https://itilimited.ewizard.in). For submission of online bid and procedure to be followed, visit www.itiltld.in , https://itilimited.ewizard.in

3. Scope of Work

3.1 Under the APMC digitization initiative, ITI Limited will collaborate with technology partners to develop and operate a secure digital platform that enables farmers to buy, and manage their agricultural products. The platform will integrate with state government established APMC systems, government-approved payment gateways, and rural broadband connectivity to ensure easy access. The technology partner will provide farmer training and help desk services, and ensure compliance with government standards on security and transparency. Additionally, the technology partner will maintain and upgrade the system to ensure smooth and reliable operations for farmers and stakeholders will be responsibility of selected partners.

The envisioned digital APMC should provide the following capabilities to be deployed and maintained by selected ITI Partner

- **APMC Management** - Support market functionary management, licence management, Asset tracking, farmer engagement, managing accounts and day to day activity monitoring.
- **Trade Management** - Support agri-commodities trade between farmers/FPOs/PACs, traders, commission agents using direct trade, farm gate purchase, open auction, e-auction, etc., Facilitate compliance through permits or similar.
- **Aggregation & Facilitation** – Middlemen can act as aggregators, helping small farmers who cannot directly list their produce to participate in the online platform.
- **Credit & Financing** – Many farmers depend on agents for short-term credit; in the digital model, middlemen can formalize this by working as financial facilitators linked to banks or NBFCs.
- **Market Linkage Partners** – Instead of price manipulators, they can serve as registered market partners who help connect farmers with larger buyers, processors, or exporters through the online system.

- **Service Providers** – Middlemen may manage services like grading, sorting, quality certification, or warehousing on behalf of farmers.
- Proposed next generation digital agriculture platform should transform conventional Agricultural Markets into fully digitized ecosystems by creating a digital twin of physical markets. This platform streamlines market operations and digital payments. It further integrates across the state into a statewide network and brings holistic understanding on production, processing & consumption. Stakeholders like farmers can access real time market information through mobile apps and other existing channels.
- The proposed platform should create a vibrant, transparent, data-driven marketplace that directly connects farmers with local, national & international buyers, optimizes trading processes, and eliminates revenue leakages.
- The proposed platform should enable better price realization for farmers, streamline markets and better trade reporting, thus seamlessly enforce statutory compliance and arrest prevalent malpractices.

3.1.1 Operation and Maintenance (O&M) to be performed by selected ITI partner

Continuous **monitoring of system performance, server uptime, and network availability**, along with regular **software updates, security patches, and bug fixes**. The technology partner will provide a **dedicated helpdesk and call center support** in local languages to address farmer queries and technical issues. Routine **data backups, cyber security audits, and compliance checks** will be conducted to safeguard transactions and sensitive information. Additionally, the technology partner will facilitate **periodic training, user support, and performance reporting** to APMC authorities. Through a well-defined O&M

framework, the technology partner will guarantee the **reliability, scalability, and sustainability** of the platform in the long run.

4. Eligibility Criteria

A	Essential Eligibility Criteria for the Bidders	
	<i>Pre-Qualifying Criteria</i>	<i>Compliance Document</i>
i.	The Bidder may be a single entity or a group of entities (the “ Consortium ”), coming together to implement the Project. For this EoI in case of Consortium, the number of bidders including Lead Bidder can be maximum three (03).	a) <i>The details of the company.</i> b) <i>Proof of consortium(Annexure VII)</i>
ii	The Bidder or each of the Consortium members should be registered under Companies Act, 1956 or	a) <i>Copy of Certification of Incorporation /Registration</i>

	as amended with at least 4 years of operations in India as on Bid Date.	<i>Certificate</i> b) <i>Copy of PAN card</i> c) <i>Copy of GST Registration</i>
iii	Consortium should have a consolidated annual turnover Rs. 16 Cr average for the last three financial years that is for years FY 2022–23, FY 2023–24, and FY 2024–25. Consortium should declare lead bidder with authorizations from others.	
iv	<p>The Consortium should have executed following projects in the last 7 years within India –</p> <p>1. Experience in implementing the similar Scope of Work for any State Government, Central Government, or Public Sector Undertakings (PSUs) in a Single Project</p> <p>Note: In case of Consortium, members of the Consortium should meet the Technical Capability requirements either on their own or jointly with other consortium members. The above experience conditions can be met either through single project or multiple projects executed during the last 7 years (2017-18 to 2025-26).</p>	<p><i>The Bidder or each of the Consortium members:</i></p> <p>a) <i>Experience/ Work Completion Certificate in case of EPC project and Satisfactory O&M completion certificate in case of O&M works issued & signed by the competent authority of the client entity along with the supporting documents such as Work order/Purchase order with the name of contact person, postal address, email id and telephone numbers</i></p>
v	<p>Blacklisting</p> <p>Bidder/each consortium member shall submit self-</p>	<p>a. <i>Undertaking in this regard to be submitted</i></p>

	<p>declaration(s) that the bidder or any of the promoters/directors/partner or member not blacklisted/banned/debarred/suspended by the Central/ any other States/ Union Territories Government/ Quasi- Govt/ Govt. undertaking/Banks/Financial Institution or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade or for any other reasons or bad performance/ delayed delivery / Bank NPA, CDR (Corporate Debt Restructuring), SDR (Special Debt Restructuring), NCLT or for any other defaulting reason as on date of issue of this EOI.</p>	
vi	<p>All members of consortium will authorise lead partner for which ITI can partner with them further, here after will be known as Bidder</p>	
vii	<p>ITI will evaluate the capabilities of Consortium and may enter into an agreement.</p>	<p><i>a) Compliance in this regard need to be provided</i></p>

5. Special Conditions

5.1 The Bidder cannot be the member of Consortium bidding for the same Package.

5.2 All the payments from the end customer in case of any business opportunity is explored between ITI and the selected partner will be paid through an ESCROW account.

5.3 The empanelment of the agencies as prospective partners of ITI for this Business opportunity shall be based on meeting all eligibility conditions of this EoI. The Bidder must not withdraw from partnership after having selected as ITI partner for addressing any business opportunity and also during the execution of the project.

Failure to comply with the above conditions can result in termination of the contract, forfeiture of the security deposit, penalty as may be decided by ITI LTD and future blacklisting of the bidder.

6. General Conditions

6.1 Bidder shall give an undertaking to irrevocably and unconditionally agree and undertake to save and keep ITI Ltd, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against ITI Ltd by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory / regulatory requirements and / or any other law for the time being in force.

6.2 Bidders (Consortium members) should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing. An undertaking for the same by the bidder should be submitted.

6.3 Bidder should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment. Undertaking in this regard to be submitted by the bidder.

- 6.4** Bidder and OEM must ensure compliance to 'Restrictions under Rule 144 (xi) of GFR 2017: Restrictions on application from a bidder of a country which shares a land border with India'. Failing this, the Applicant shall not be eligible.
- 6.5** Undertaking expressing willingness to sign MOU with ITI LTD
- 6.6** Bidder should submit a write up on the general Implementation Plan and capability (technical and financial) on how the project will be executed by the bidder.
- 6.7** The Bidders should give Clause by clause compliance of this EoI (As per Annexure-III)

7. Instructions For Submitting Proposal Towards EoI

- 7.1** The Bidding would be subjected to an On-line / e-Tendering process. The prospective Bidders are requested to go through <https://itilimited.ewizard.in> to understand the entire e-Tendering Process and follow the Registration and Bidding Process on <https://itilimited.ewizard.in> as defined in the document. In case of any clarifications on e-tender portal, bidders may contact the portal helpdesk of <https://itilimited.ewizard.in>.
- 7.2** The Technical Bid (as and when called for) shall be uploaded in e-procurement site of ITI Limited (<https://itilimited.ewizard.in>). For submission of online bid and procedure to be followed, visit <https://itilimited.ewizard.in>.
- 7.3** ITI's EOI document can be downloaded from ITI web site www.itiltd.in or CPP portal www.eprocure.gov.in. For uploading the bid proposal, all bidders have to register in our eProcurement portal (<https://itilimited.ewizard.in>). When submitting the bid please state the EOI Reference number/ ID.

7.4 Any clarifications regarding the EOI can be obtained from GM-Marketing, MSP HYD, ITI Limited, 1402&03, 14th Floor, Babukhan estate, Basheerbagh ,Hyderabad–500001 email:

ro_hyd@itilttd.co.in, Mob: 9804802100

7.5 Technical bids will be opened at **11.30 AM on 15.09.2025**.

7.6 All the bids will be scrutinized for turnover, experience and compliance to the EOI terms & conditions.

7.7 Conditional offers are liable for rejection.

7.8 In case of consortium, all undertakings and annexure to be given separately by each of the consortium partner in their company letter head.

7.9 The Bidders should give Clause by clause compliance (as per Annexure III) of EOI with references to supporting documents; otherwise the offers are liable for rejection.

7.10 The bidder to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.

7.11 In the event that ITI LTD is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the bidder at latter's cost and expenditure.

7.12 ITI LTD reserves the right to suspend or cancel the EOI process at any stage, to accept, or reject any, or all offers at any stage of the process and / or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever.

7.13 Bidders, whose Purchase Order(s) for any Project of ITI LTD was/were cancelled on risk & cost basis for nonperformance or non-submission of performance guarantee in the last 2 years, are not eligible to participate in this EOI.

7.14 Cost of EOI: The bidder shall bear all costs associated with the preparation and submission of his offer against this EOI, including cost of presentation for the purposes of clarification of the

offer, if so desired by ITI LTD. ITI LTD will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.

7.15 Amendment of EOI: At any time prior to the last date for receipt of offers, ITI LTD, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. In order to provide prospective bidders reasonable time in which to take the amendment into account in preparing their offers, ITI LTD may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for EOI.

7.16 ITI LTD will not consider any or all of the bids if they are not meeting EOI requirements.

7.17 ITI LTD may at its discretion reject any offers received for selection without assigning any reasons.

7.1 This EOI will be available on ITI Ltd website: "<http://www.italtd.in/> " under its Tender/EOI Section.

↵ Other Terms and conditions:

↵1 Confidentiality

- All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the customer to the bidder, in connection with the customer PO, whether such information has been furnished before, during or following completion or termination of the customer PO are confidential.
- If advised by the Customer, all copies of such information in original shall be returned on completion of the bidder's performance and obligations under this customer PO.

↵2 Transparency

All customers are responsible and accountable to ensure transparency, fairness, equality, competition and appeal rights. This involves simultaneous, symmetric and unrestricted dissemination of information to all likely bidders, sufficient for them to know and understand the availability of bidding opportunities and actual means, processes and time limits prescribed for completion of registration of bidders, bidding, evaluation, grievance redressed, award and management of contracts.

It implies that such officers must ensure that there is consistency, predictability, clarity, openness, equal opportunities in processes.

↔**3 Indemnity:** Bidder to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer. LD/ Penalties incurred on account of delay in supply, product failure during warranty if any and deficiency in Warranty and AMC services shall be borne by the bidder

↔**4 Arbitration:**

↔4.1 In case amicable settlement is not reached in the event of any dispute of difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the bidder in any manner touching upon the contract, such dispute or difference shall (Except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by ITI LTD.

↔4.2 The award of the arbitrator shall be binding upon the parties to the dispute.

- 4.3 Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to arbitration proceedings under this clause. The cost of arbitration shall be borne equally by both the parties.
- 4.4 Work under the contract shall be continued during the arbitration proceedings.
- 4.5 Failure to comply with any of the above conditions can result in termination of the contract, forfeiture of the security deposit, penalty as may be decided by ITI LTD and future blacklisting of the bidder.
- 4.6 The arbitration location will be at Bengaluru
- 5 Set Off:** Any Sum of money due and payable to the bidder under the customer PO may be appropriated by the customer or any other person contracting through the ITI LTD and set off the same against any claim of the customer for payment of a sum of money arising out of this EOI or under any other EOI/contract made by the bidder with the customer.
- 6 The interested bidder may like to discuss the customer EOI Bidding Conditions, Bidding Process and clarifications, if any with the General Manager – MSP Hyderabad.
- 7 Language of offers:** The offers prepared by the Company and all the correspondences and documents relating to the offers exchanged by the companies shall be written in English language.
- 8 Liquidated Damage (LD) may be included, i.e. if any imposed on ITI for the reasons related to the bidder consortium shall be carry forwarded to bidder consortium.
- 9 In the event that ITI LTD is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the bidder at latter's cost and expenditure.

10 PROGRESS REPORT:

Selected partner shall compile, prepare and submit on time, periodical progress reports monthly or as required by ITI LTD on the progress of Business orders, delivery and implementation of services.

11 TERMINATION FOR DEFAULT:

Any of the following events shall constitute an event of default by the bidder entitling the Competent Authority to terminate the contract.

- If the bidder fails to perform any obligation(s) under the Contract
- If bidder, does not remedy his failure within a period of 30 days (or such longer period as the ITI LTD may authorize in writing) after receipt of the default notice from the ITI LTD
- If the selected bidder fails to fulfill its part of the work to the satisfaction of ITI LTD, then ITI LTD shall have the right to terminate the contract.

The contract shall not be terminated for failure to discharge responsibilities due to force majeure situations or failure by ITI LTD to meet conditions precedent.

12 FORCE MAJEURE:

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods,

explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by the either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this and contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the ITI LTD as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at its option terminate the contract.

⇐13 TERMINATION FOR INSOLVENCY:

ITI LTD may at any time terminate the contract by giving written notice to the bidder, without compensation if the bidder becomes unwilling, bankrupt or otherwise insolvent

⇐14 ITI's Right to accept any bid and to reject any or All Bids or to cancel the EOI: ITI LTD reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of ITI's action.

⇐15 Disclaimer: ITI LTD 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 LTD and/or any of its officers, employees.

Annexure-I**Undertakings** (To be in Bidder's Letter Head)

M/s..... do here by undertake the following

1. are not blacklisted by Central Govt./ any State or UT Govt/ PSU/ organized sector in India
2. to work with ITI as per this EOI and future customer's terms and conditions. Also, we agree to implement the project covering Warranty & post-warranty services, maintenance etc, in the event of ITI LTD winning the contract on back-to- back basis.
3. that we will be equipped with the required manpower with qualifications, certifications and experience as per the customer requirements.
4. to get required certificate & support (warranty & post-warranty/maintenance) in the name of ITI LTD from the OEM if required.
5. to obtain relevant statutory licenses for operational activities.

6. to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
7. to supply equipment/components which conform to the latest year of manufacture.

The bidder should give a certificate stating that all the hardware/ software supplied under the contract shall not contain any embedded malicious codes that could inhibit the desired functions of the equipment or cause the network to malfunction in any manner.

(Signature and Stamp of the Bidder)

Annexure-II

Bidders Profile

क्र.सं./S I. No.	संदर्भ सं./EOI Ref No: ITI/MKTG/MSP-HYD/2025- 26/APMC/EOI/01	दिनांक/Date:	30.08.2025
		अनुपालन/ Compliance YES / NO	पृष्ठ सं./ Page No.
1	संगठन का नाम (कंपनी/साझेदारी फर्म/स्वामित्व प्रतिष्ठान, आदि). Name of the Organization (Company/Partnership firm/ Proprietorship concern, etc.)		
2	पंजीकरण का प्रमाण पत्र संदर्भ (प्रति संलग्न करें)। Certificate reference of registration (Copy to be enclosed).		
3	निगमन/पंजीकरण की तिथि Date of Incorporation/Registration.		
	A. मेमोरेंडम एंड आर्टिकल्स ऑफ एसोसिएशन/पार्टनरशिप डीड (प्रति संलग्न करें) Memorandum and Articles of Association/partnership deed (Copy to be enclosed)		
	B. बोलीदाता के संपर्क विवरण (पदनाम के साथ संपर्क व्यक्ति का नाम, टेलीफोन नंबर, फैक्स, ई-मेल और वेब साइट का पता। Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site address.		
4	कार्य की प्रकृति/प्रकार जिसके लिए फर्म पंजीकृत है Nature/type of work for which firm is registered.		
5	जीएसटी पंजीकरण संख्या (कृपया प्रमाण पत्र की प्रति संलग्न करें) GST Registration no. (please enclose the certificate copy)		
6	बोलीदाता का कार्यालय आंध्र प्रदेश में होना चाहिए। आंध्र प्रदेश में कार्यालय का पता Bidder must have an office in Hyderabad.		
7	आईटी रिटर्न के साथ पैन नंबर (कृपया प्रमाण पत्र की प्रति संलग्न करें)। PAN No. with IT returns (Please enclose the certificate copy).		
8	पिछले 3 वित्तीय वर्षों का वार्षिक कारोबार लेखा परीक्षित खातों के अनुसार। Annual turnover for last 3 Financial Years As per audited accounts.		
	a) वर्ष/Year		
	b) वर्ष/Year		
	c) वर्ष/Year		
9	लेखापरीक्षित खातों के अनुसार पिछले 3 वित्तीय वर्षों का वार्षिक		

	लाभ। Annual Profit/loss For last 3 financial Years as per Audited accounts.		
	a) वर्ष/Year		
	b) वर्ष/Year		
	c) वर्ष/Year		
10	Consortium Certificate as per Annex - VII		
11	पिछले वित्तीय वर्ष के लेखापरीक्षित खातों के अनुसार निवल संपत्ति लाख में। (सकारात्मक होनी चाहिए) (सीए द्वारा जारी) Net worth as per audited accounts for last financial year in Lakhs. (Should have positive) (Issued by CA)		
12	पिछले छह महीनों के दौरान जारी किया गया सॉल्वेंसी सर्टिफिकेट (प्रति जमा किया जाना है) Solvency certificate issued during the last six months (copy to be submitted)		
13	परियोजनाओं / इसी तरह के कार्यों को संभालने का पिछला अनुभव (व्यावसायिक श्रेणी-वार.) कृपया पीओ के समापन/प्रशंसा पत्रों की प्रतियां संलग्न करें। Past experience of handling projects/similar works (Business category - wise) (Please enclose the Copies of PO's completion/appreciation letters).		
14	प्राप्त पीओ की राशि और विवरण। Amount and details of PO's received.		
15	निष्पादन/पूर्ण किए गए पीओ की राशि और विवरण पूर्णता प्रमाणपत्रों के साथ। Amount and details of PO Executed/completed along with completion certificates.		
16	आईटीआई लिमिटेड के साथ पिछला अनुभव यदि कोई हो। Previous experience with ITI Limited if any.		
17	जमा करने की स्वीकृति/Acceptance for submitting: A/ए. बोली प्रसंस्करण शुल्क/ ITI EOI fee		
18	अंतिम ग्राहक के सभी तकनीकी, भुगतान और अन्य निविदा नियमों और शर्तों के लिए पूरी तरह से बैक-टू-बैक आधार पर स्वीकृति। Acceptance for all technical, payment and other terms and conditions of end customer for future business opportunities on fully back-to-back basis.		
19	ISO9001:2015 या उच्चतर और अन्य यदि कोई हो ISO9001:2015 or higher and other if any		
20	मैन पावर विवरण/Man power details:		
	क) तकनीकी (ईओआई के अनुसार जनशक्ति विवरण प्रस्तुत करने की आवश्यकता है)।		

	a) Technical (Require to submit manpower details as per EOI). (Min 70)		
	बी) गैर तकनीकी - (ईओआई के अनुसार जनशक्ति विवरण जमा करने की आवश्यकता है)। b) Non technical – (Require to submit manpower Details as per EOI).		
21	ईओआई प्रस्ताव प्रस्तुत करने पर बोलीदाता को भारत में किसी भी केंद्र/राज्य सरकार के विभाग या केंद्रीय/राज्य सार्वजनिक क्षेत्र की इकाइयों (पीएसयू) द्वारा काली सूची में नहीं डाला जाना चाहिए। (यात्रा के अनुसार गैर-ब्लॉक-लिस्टिंग के लिए स्व-प्रमाणन प्रस्तुत किया जा सकता है। (अनुलम्बक-बी) The bidder should not be blacklisted by any Central /State Government Department or Central/State Public Sector Units (PSUs) in India as on submission of EOI proposal. (Self-Certification for Non-Black-listing as per the Eligibility may be submitted as per Annexure VI)		
22	आईटीआईएसपी/बोलीदाता को पूर्व-एकीकृत समझौते पर हस्ताक्षर करना चाहिए (अनुलम्बक-ए) BA/Bidder should sign the Pre-Integrity pact (Annexure – IV)		
23	ईओआई दस्तावेज पर हस्ताक्षर करने के लिए बी अॉ को नोटरीकृत पावर ऑफ अटॉर्नी जमा करनी होगी और उस के लिए बोर्ड के संकल्प को प्रस्तुत करना होगा। BA has to submit Notarized Power of Attorney for Signing the EOI document and Board resolution for the same.		
24	अवधारणा का प्रमाण (पीओसी), तकनीकी प्रदर्शन/प्रस्तुति को अंतिम ग्राहक के अनुसार चयनित बोलीदाता/ बी अॉ द्वारा व्यवस्थित किया जाना है। Proof of concept (POC), Technical demonstration/ Presentations to be arranged by the selected Bidder/BA as per the end customer.		
25	सामग्री की समय पर आपूर्ति सुनिश्चित करने के लिए बी अॉ को ओईएम के साथ रणनीतिक साझेदारी करनी चाहिए। BA should have strategic partnership with OEM to ensure in time supply of materials.		
26	ठेके पर दिए गए कार्यों का उप ठेका किसी भी रूप में मान्य नहीं होगा। Sub contract of the works in any form will not be allowed.		
27	कृपया कॉर्पोरेट में सूचीबद्ध संदर्भ का उल्लेख करें। और उस की प्रति संलग्न करें. (यदि कोई)। Please mention the corporate empanel ref. No and enclose		

	the copy of the same (if any).		
28	<p>अंडरटेकिंग पत्र जिसमें कहा गया है कि इस परियोजना के लिए विशेष रूप से आईटीआई लिमिटेड के साथ काम करें।</p> <p>Undertaking letter stating that exclusively work with ITI Limited for this project.</p>		

Compliance Statement

S.No	Clause No.	Clause	Compliance (Complied/ Not Complied)	Remarks with Documentary Reference
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				

Note: Bidders are requested to comply with every clause as per EOI, Corrigendum, Addenda which is published along with the EOI. The relevant supporting documents need to be referred with respective clauses mentioned.

Annexure IV

PRE-CONTRACT INTEGRITY PACT

(To be executed on plain paper and submitted along with Technical Bid/ EOI Documents. To be signed by the bidder and same signatory Competent/ Authorized to sign the relevant contract on behalf of the ITI Ltd).

ITI EOI No.....

This Integrity Pact is made onday of 2025

BETWEEN:

ITI Limited, having its Registered & corporate office at ITI Bhavan, Dooravani Nagar, Bangalore – 560016 India, 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 include its successors and assigns) ON THE ONE PART

AND

M/s represented byChief Executive Officer (hereinafter called the bidder(s)/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 enter into an MOU of partnering business opportunities of common interest and able to generate synergies in execution of such business for
(name of the Stores / equipment / items). 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 EOI 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 EOI 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

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 EOI 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 EOI process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the EOI 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 EOI process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons. 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 to observe the following principles during the participation in the EOI 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 EOI 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 EOI process or during the execution of the contract).
- b. The bidder(s)/contractor(s) will not enter with other bidders/ contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

- e. The Bidder(s)/ Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

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

If the Bidder(s)/Contractor(s), during EOI 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 EOI process.

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 to exclude including blacklisting for future EOI/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 transgressions, 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.

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.

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.

The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidders)/ 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.

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

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 EOI process.

4.2 If the Bidder(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the EOI 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 EOI 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 the 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-empaneled partner(s)/ associate(s), if any, and to submit the same to the Principal along with the EOI 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-empaneled partners / associates.

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

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

7.1 If the Principal receives any information of conduct of a Bidder(s)/Contractor(s) or subcontractor/ sub-empaneled partner/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 4— INDEPENDENT EXTERNAL MONITOR(S)

8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact.

The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

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

IEM-I

Shri Atul Jindal, IFS (retd.)
3/10, Vishesh Khand
Opp. Little Friend School,
Gomti Nagar
Lucknow – 226006

IEM-II

Shri Benny John, IRS (retd.)
Villa No. 36, Kent Palm Villas
Fort valley Town Ship, Athani,
Kakkanad,
Ernakulam- 682 030

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

- 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 a 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 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 a 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 to weeks 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.

SECTION 9- FACILITATION OF INVESTIGATION

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

SECTION 10 - LAW AND JURISDICTION

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

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

SECTION 11 – PACT DURATION

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.

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).

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

SECTION 12 - OTHER PROVISIONS

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

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

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

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

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

12.4 The action stipulated 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 date first done mentioned in the presence of the witnesses:

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

.....

Name Designation

Name Designation

Witness

1.

1.

2.

2.

Annexure-V

NON-DISCLOSURE AGREEMENT

By and between

ITI LIMITED

(A Government of India Undertaking)

Doorvaninagar, Bangalore-560016, India

(herein after "ITI")

On the One Hand

And

(herein after "XXXX ")

On the Other Hand

Either or both may also be hereinafter referred to, individually as the "Party," and collectively as the "Parties."

ARTICLE 1. DEFINITIONS

"Agreement" means this Non-Disclosure Agreement.

"Confidential Information" as used in this Agreement shall mean all trade secrets and information which is disclosed by the Disclosing Party and is designated as Confidential Information and/or Proprietary Information by the Disclosing Party, including, but not limited to, technical data, know how, type design, concepts, descriptions, specifications, schematics, research, product plans,

products, services, lists of customers, markets, developments, inventions, processes, manufacturing processes designs, drawings, films, documentation, engineering hardware configuration information, engineering data, marketing, notes, models, compositions, algorithms, software programs, software source documents, program schedule, visual demonstrations, photographs, manuscripts, texts, video recordings, formulations, equipment or apparatus, oral discussions, sales, marketing and/or business plans and/or financial information, cost estimates, pricing policy which is identified as confidential and/or proprietary by the Disclosing Party in accordance with the guidelines in Article 4 which may be made available in any form including machine readable. For avoidance of doubt “Confidential Information” also includes analysis, compilation, studies and other material prepared by or in the possession or control of the Recipient which contain or otherwise reflect or are generated from any such information as is specified in this definition.

“Disclosing Party” means that Party which directly or indirectly provides or makes available confidential information to the other in connection with this Agreement.

“Receiving Party” means that Party which receives or obtains Confidential Information directly or indirectly from the Disclosing Party in connection with this Agreement.

ARTICLE 2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to allow the Parties to exchange confidential information both technical and commercial, to:

Enable the technology partner, for timely submission of a technical state of the art and cost competitive proposal consistent with the requirements spelt out in the tender ref

Participate in the presentation/ demonstration to the vendor on No Cost No Commitment basis if called to do so.

ARTICLE 3. IDENTIFICATION OF INFORMATION

Both Party's information relating to business, financial and technical data related to the system engineering, manufacturing, marketing and business development capabilities with specific reference to the parameters laid out in the EoI

ARTICLE 4. CONFIDENTIAL INFORMATION RIGHTS AND OBLIGATIONS

(a) Information that is to be accepted in a confidential relationship and treated as Confidential Information, shall be disclosed in a tangible form, and shall be conspicuously marked as being "Private," →Confidential," or by any other appropriate legend clearly indicating the confidential nature of the information.

(b) Confidential Information, if first disclosed in a non-written or other non-tangible form, shall be identified by the disclosing party at the time of disclosure as being disclosed in confidence, shall be

reduced to tangible form and marked in accordance with Article 4(a), and such tangible form shall be delivered to the Party identified above within twenty (20) working days after the date of first disclosure. During the above stated 20-day period, such confidential information shall be protected in accordance with the terms of this Agreement.

(c) Confidential Information that is disclosed pursuant to this Agreement shall not be used other than for the purposes submitted, or disclosed to any third party, unless authorized in writing by the disclosing Party.

(d) Upon receiving Confidential Information from the disclosing Party, recipient shall use at least the same degree of care that it uses in protecting its own information of like kind, but not less than reasonable care to safeguard such Confidential Information from an unauthorized use or disclosure. Recipient agrees that each employee having access to Confidential Information of the other Party to this Agreement, shall be in a “need-to-know” basis and shall be informed of the existence of this Agreement.

If the Receiving Party makes any copies, extracts, summaries, or digests of the Confidential Information (including computer entries), the Receiving Party shall ensure that appropriate legends are affixed thereto. Copies made by a reproduction service contractor, for the exclusive use of a Party to this Agreement is permitted, provided the service contractor has executed a non-disclosure agreement, which is sufficient to protect the Confidential Information required under this Agreement.

(f) Receiving Party undertakes to observe all requirements of security regulations of the Government of India to the extent they apply to Proprietary / Confidentiality Information disclosed pursuant to hereinto.

ARTICLE 5. AGREEMENT AND CONFIDENTIALITY TERMS

This Agreement shall terminate after the period of time specified below, from the date of last execution of this Agreement by the Parties, except that either Party, upon thirty (30) days written notice to the other Party, may terminate this Agreement. All obligations to maintain confidentiality shall survive termination under this Article 5 and Article 9.

The Term of this Agreement shall be Two (2) years from the effective date hereof, as determined by the last date of execution.

Notwithstanding the above, the provisions of this Agreement, as they relate to Proprietary Information, shall remain in full force indefinitely unless expressly agreed otherwise in writing by the parties. Furthermore, the receiving party agrees to promptly return or destroy, as instructed by the disclosing party, any Proprietary Information received from the disclosing party, together with all copies thereof, upon request by the disclosing party, termination of the Agreement or expiry or termination of the Purpose, whichever is earlier.

ARTICLE 6. PROTECTION LIMITATIONS

It is acknowledged by the Parties, that when any portion of such Confidential Information falls within any of the following provisions, such portion of such Confidential Information is released from the protection provided under this Agreement from the date such provision becomes effective:

- (a) Information which is or becomes part of the public domain without breach of this Agreement;
- (b) Information which is subsequently received from a third party who did not obtain, or disclose such information in violation of any rights of the Disclosing Party;
- (c) Information which is already known to a Party, which is substantiated by reasonable evidence;

Information which is publicly disclosed with the prior written approval of the Party that owns, or controls the information; or

Information which was independently developed by an employee of the receiving Party, who did not have access to the disclosed information, and independent development, is substantiated by reasonable evidence.

ARTICLE 7. CONTACT

Each Party shall designate in writing one or more individuals within its organization as the only

persons authorized to receive Confidential Information exchanged hereunder. Such authorized recipients initially designated are:

ITI LIMITED

XXXXX

Phone:

Fax:

Email ID : pp_crp@itiltld.co.in, sajanabraham_crp@itiltld.co.in, gaurabdhar_bgp@itiltld.co.in

Designated authorized recipients may be changed at any time upon written notice.

ARTICLE 8. JUDICIAL ORDER

Notwithstanding the foregoing, nothing in this Agreement shall restrict the right of either Party to this Agreement, from disclosing such Confidential Information pursuant to a judicial order issued by a court of competent jurisdiction, or other valid and binding court ordered discovery, but only to the extent so ordered, provided, however, that the Party so ordered shall notify the other Party to this Agreement, in writing, of such pending action to compel disclosure or such order in sufficient time to permit adequate time for response by the affected Party. The receiving Party shall provide all reasonable assistance, at the disclosing Party's expense and direction, in opposing such disclosure order.

ARTICLE 9. TERMINATION PROVISIONS

All such Confidential Information and copies, extracts, summaries, or digests (including computer retained format) thereof shall remain the property of the disclosing Party. All such Confidential Information shall be returned to the disclosing Party upon the first of the following events shall occur:

- (a) Within thirty (30) days after the termination of this Agreement under Article 5;
- (b) At the request of a Party upon completion of the purpose(s) for which it was submitted;
- (c) Upon the determination by a Party that received the information that it no longer desires to possess such Confidential Information; or
- (d) Upon breach of any of the obligations of this Agreement, wherein such Confidential Information, and all copies thereof, shall be returned to the Party that owns or controls the Information within thirty (30) days of written demand by such Party.

ARTICLE 10. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of both Parties respectively.

ARTICLE 11. ASSIGNMENT

Neither Party shall assign or otherwise transfer any of its rights nor shall obligations under this Agreement to any third Party inure without the prior written consent of the other Party and any attempted assignment or transfer without such prior written consent shall be null and void.

ARTICLE 12. GENERAL PROVISIONS

No license, right, title, or interest in, or to any patent, trademark, mask work, copyright, service mark, or any other intellectual property rights, is granted or implied by disclosure of, or access to such Confidential Information disclosed hereunder. Each Party warrants that it has the lawful, unqualified right to transfer, use, or otherwise disclose the information transmitted hereunder. No other warranties, express, or implied at law, or in equity, are intended or deemed to arise by virtue of entering into this Agreement or performing hereunder.

In the event of breach of the terms of this Agreement, the failure of a Party to enforce any right under this Agreement, shall not be deemed a waiver of any right hereunder. The invalidity in whole, or in part, of any condition of this Agreement shall not affect the validity of any other condition hereof.

At all times, both Parties shall remain independent contractors, with each responsible for its own employees and representatives. This Agreement is not intended to be, nor shall it be construed as, a joint venture, partnership or other formal business organization, and neither party shall have the

right or obligation to share any of the profits, or bear any losses, risks or liabilities of the other Party by virtue of this Agreement. Neither Party is authorized to act for, or on behalf, of the other Party, nor to bind or, otherwise commit the other Party to any contract, or other matter.

(d) This Agreement is deemed to be made under, and shall be construed in accordance with the laws of India.

(e) No amendment or modification of this Agreement shall be valid, or binding on the Parties, unless made in writing and signed on behalf of the Parties, their respective duly authorized officers, or representatives.

(f) This Agreement may be executed in counterparts and transmitted by facsimile, each of which when so executed and transmitted shall be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.

This Agreement supersedes all previous understandings between the Parties with respect to the subject matter of this Agreement.

ARTICLE 13. AGREEMENT LANGUAGE

This Agreement has been executed and delivered in text using the English language, which text, despite any translation into any language, shall be controlling.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives, as of the date listed below.

ITI Limited

XXXXXX

By _____

By _____

(Typed Name)

(Typed Name)

(Title)

(Title)

(Signature)

(Signature)

(Date Signed)

(Date Signed)

In the presence of

Witness

1.) Signature

Name

Address

2.) Signature

Name

Address

Annexure VI

FORMAT FOR NON-BLACK-LISTING

To be furnished on the Bidder Company's Letter-Head)

Undertaking for Non-Black-listing

Certified that We M/s _____ have not been 'Black-listed' by any Government Department/Organizations, in the last 5 years for defective /deficient service or any such reason related to Business Conduct.

Signature's of the bidder.

SOME IMPORTANT POINTS FOR THE PROSPECTIVE BIDDERS (SIAs)

A . The business would be addressed and conducted on Back-to-Back basis. It means that all Payments, Rewards, Penalties would be passed on to the account of the SIA/BA.

By signing this sheet, the Bidder (SIA) is confirming to the above conditions.

Signature of the bidder with Office Seal:

DECLARATION

I/We hereby declare that all statements made in this application form for empanelment of Business Associate is true/complete and correct to the best of my/our knowledge. In the event of any information found false at any time, the purchase order / work allotted on our firm deemed to be cancelled.

Date

Signature

Seal of the company

Name and Designation.

ANNEXURE-VII

CONSORTIUM AGREEMENT

(On Rs. 100 Non-Judicial Stamp Paper)

In compliance to Clause No – 4A-i Annexure-VIII , a consortium has been formed on <Date> between Company A and Company B to meet various eligibility conditions and experience criteria specified in the XXXXXX eoi dated **XX/XX /2025**

It has been agreed among the consortium partner(s) that Company A is designated to submit the Bid on behalf of this consortium and henceforth called as Bidder. “Lead Bidder” and “Bidder” have been used interchangeably. It is also confirmed that all the members of the said consortium meet the eligibility conditions as specified in the above referred Eoi and have authorized the “Lead bidder” by way of duly executed power of attorney in his favor to act on their behalf.

It has also been agreed that in its capacity as lead Bidder, Company A will interact with ITI Limited for all obligations of the consortium.

The Lead bidder and consortium partner(s) shall be liable for due performance of the contract jointly and severally, in accordance with these Eoi requirements.

The details of Bidder and consortium partner(s) are as under: -

<Consortium Partner-1>:-

<Consortium Partner-2>:-

<Consortium Partner-3>:-

<Details containing Registered office & correspondence address>

IN WITNESS WHEREOF the parties have caused this AGREEMENT to be executed by their duly authorized officers as of the day first above written

For **<Bidder's Name>**

For**<Consortium Partner-1>**

Signature of Authorized Signatory

Signature of Authorized Signatory

Name:-

Name:-

Designation:-

Designation:-

Contact Phone:-

Contact Phone:-

Email-ID:-

Email-ID:-

Date:-

Date:-

Witness-1

Witness-1

Signature:-

Signature:-

Name:-

Name:-

Designation:-

Designation:-

Contact Phone:-

Contact Phone:-

Email-ID:-

Email-ID:-

Date:

Date:

ANNEXURE-VIII**DECLARATION OF RELATION IN ITI**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which
the offer of Bidder is liable to be summarily rejected)

To,

ITI Limited,

ITI Bhawan, Doorvani Nagar,

Bangalore: 560016

Dear Sir,

Sub: Declaration for relation in ITI

Subject: EoI - _____

I/We hereby submit the following information pertaining to relation/relatives of
Proprietor/Partner (s)/Director(s) employed in ITI

Tick (✓) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in ITI

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm have relation/relatives employed in ITI and their particulars are as below:

(i)

(ii)

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Note:

1. Attach a separate sheet, if necessary. If ITI Management comes to know at a later date that the information furnished by the Bidder is false, ITI reserves the right to take suitable action against the Bidder/Contractor.

ANNEXURE-IX**BID FORM**

ITI EoI No. _____

Dated: _____

To
GM-Marketing
MSP Hyderabad,
ITI Limited,

14th Floor, Babukhan Estate,
Basheerbagh, Hyderabad-500001

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 act as Consultant in conformity with the said contract.
2. 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.
3. Bid submitted by us is properly prepared and submitted in the relevant sections of e-bidding portal to prevent any subsequent alteration and replacement. Also pricing details / information is not made available in the technical section of e-bidding portal.
4. We understand that you are not bound to accept the lowest or any bid, you may

receive.

5. 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 2025

Name and Signature-----

In the capacity of-----

Duly authorized to sign the bid for and on behalf of:

Witness:.....

Address:.....

Signature

ANNEXURE-X

Checklist of Documents to be submitted

	Check list of documents/information to be submitted
i.	Company Profile as per Annexure-II and Certificate of Incorporation of the company.
ii	Memorandum & Articles of Association
iii	Audited financial statements for past three years (2022-23, 2023-24, 2024-25)
iv	Auditors Net worth certificate & Turnover certificate signed by the company's Auditors/ CA (2024-25).
v	Experience/ Work Completion Certificate in case of EPC project and Satisfactory O&M completion certificate in case of O&M works issued & signed by the competent authority of the client entity along with the supporting documents such as Work order/Purchase order with the name of contact person, postal address, email id and telephone numbers

vi	Undertakings as per clause 4(VII) in company letterhead
vii	GST certificate
viii	Copy of PAN Card
ix	Authorization letter in the company letterhead authorizing the person signing the bid for this EOI and Power of Attorney (POA) on Rs.100/- stamp paper along with board of resolution
x	List of Directors/CEO/COO including their name(s) and address(s) Director Identification Number [DIN] of all the Directors. Corporate Identity Number [CIN].
xi	Undertaking in letter head to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.
xii	Undertakings in Company letter head as per Annexure I
xiii	Clause-by-Clause compliance of Eoi terms as per Annexure-III .
xiv	A Pre-Contract Integrity Pact as per the format given in Annexure-IV .
xv.	Write up on in general Implementation Plan and capability (technical and financial) on how the project will be executed by the bidder
xvi	Declaration of relation in ITI Annexure-VIII
xvii	Bid form ANNEXURE-IX
xviii	Confidentiality and non-disclosure agreement ANNEXURE-V
xix	Consortium agreement as per ANNEXURE-VII