



# **ITI Limited**

**Request for Quotation (RFQ)**

**For**

**“Transfer of Technology, Lease of Manufacturing & Testing facilities, and Contract Manufacturing of Steel Tubes as per IS: 1161 and 7/8 M Swaged Pole as per the BIS standard IS: 2713 in North or North East Region”**

**RFQ. No: ITI/MKP/RFQ/POLE /01**  
**Dated 02/06/2026**

Invited By:

**ITI Limited**  
**Mankapur, Gonda - 271308 (UP)**  
**Phone: 9506122145 / 9198539530**  
Website: [www.itiltd.in](http://www.itiltd.in)

## 1. INTRODUCTION

ITI Limited (ITI), a Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications, is a leading Telecom equipment manufacturer and turnkey solution provider in Information and Communication Technologies (ICT) and Telecom Domain in India. ITI is having state of the art electronic manufacturing infrastructure in its plants situated at Bengaluru, Palakkad, Rae Bareli, Mankapur and Naini. It has PAN India presence through its Marketing, Services & Project offices (MSP). The major customers are Government/Defence/ Paramilitary forces/Railways/PSUs like BSNL/BBNL/MTNL/Private Corporates.

More information can be viewed on [www.italtd.in](http://www.italtd.in) .

**Proposals are invited under e-tender mode (two bid system) from the bidders (OEM/Manufacturer) having proven technological capabilities in manufacturing and testing of Steel Tubes as per IS: 1161 and 7/8 M Swaged Pole as per the BIS standard IS: 2713.**

IMPORTANT ACTIVITIES -

<b>Sl. No.</b>	<b>Activity</b>	<b>Schedule</b>
i	RFQ Issue Date	03/06/2026
ii	Last Date of seeking Clarification by the Bidder	23/06/2026 : 17.00Hrs
iii	Due Date & Time for Submission of Proposal through e- Wizard	24/06/2026 : 17.00Hrs
iv	Date & Time of opening of Technical Bid	25/06/2026 : 11.00Hrs
V	Opening of Financial Bid	Will be informed later to the technically suitable bidder
vi	Earnest Money Deposit (EMD)	Rs. 30,00,000/- in favor of M/s ITI Limited, Mankapur through <a href="https://itilimited.ewizard.in">https://itilimited.ewizard.in</a> only.

## **2. PURPOSE**

ITI intends to manufacture approx. Two Lakh Swaged Poles (7M & 8M) in North or North East Region as per the BIS standard IS: 2713.

The selected Partner should be willing to:

1. Transfer of Technology of Swaged Pole Manufacturing and Testing.
2. Lease out the Steel tubes & Swaged Pole Manufacturing & Testing facilities including storage facilities in their manufacturing premises.
3. Contract Manufacturing.

Bidders who have relevant experience in manufacturing of Steel Tubes & Swaged Pole and having manufacturing and test facilities in North or North East Region as per the eligibility criteria may submit their proposal in the form of RFQ in complete accordance with the documents / attachments as per the guidelines mentioned in the document.

## **3. SCOPE**

- 3.1) The strategic alliance between ITI and the Partner shall be for a period of minimum 03 years. The Agreement may be extended further on mutual consent.
- 3.2) Selected Partner should be willing to Transfer of Technology of Steel Tubes & Swaged Pole Manufacturing and Testing, lease out the Steel Tubes & Swaged Pole Manufacturing & Testing facilities including storage facilities and contract manufacturing through an Agreement to enable ITI to manufacture, Market, Sale and Service of the product.
- 3.3) ITI will manufacture the Swaged Pole as OEM.
- 3.4) ITI will take the GSTIN number in the name of ITI.
- 3.5) The successful bidder shall support ITI to get the all the required certifications from accredited agencies like BIS Certificate, Pollution Certificate or any certification required, for the manufacturing and testing of Steel Tubes & Swaged Poles. Successful bidder shall provide all the required documents for getting the certifications. ITI will bear the cost of application and certifications.

- 3.6) The Bidder shall ensure the compliance of BIS standard in Contract Manufacturing.
- 3.7) The Bidder should meet the eligibility criteria as per clause 04(A). Partner shall provide clause-by-clause compliance as per Annexure-II and conform to the requirements, by providing undertaking as per Annexure-III.
- 3.8) The Bidder shall provide the BOM for HR-Coil and Zinc only on per pole basis for 7 & 8 M Poles separately, along with the bidder approved sources. The BOM shall be in accordance with the IS specifications only. Permissible raw material/process loss shall not exceed 2% of the Pole Weight. The bid with unrealistic quantity in the BOM is liable for rejection. Any excess consumption shall be recovered from the party.
- 3.9) ITI shall be solely responsible for procuring the HR-Coil and Zinc only. ITI will float the limited tender for the procurement of HR-Coil and Zinc as per the BOM requirement through bidder approved sources. ITI will procure the HR-Coil and Zinc only from Bidder approved sources, if it is found on competitive rate with open market rates. The Selected bidder shall provide the technical specifications, drawings etc. required for the tendering of HR-Coil and Zinc. The material will be supplied to the successful bidder strictly as per the BOM requirement. No additional material will be supplied by ITI in any case. The selected bidder shall also extend the technical support for using the equivalent items compatible to the BOM item.
- 3.10) The party shall quote for the Conversion Cost which includes the TOT cost, leasing cost, manufacturing & testing cost and cost of electricity, water, manpower, consumables, packing, machines maintenance etc. on per Pole basis. No additional charges shall be paid for any other charges except the Conversion Cost. The product shall be in ready to ship condition after PDI testing by the customer. The offering of the product to customer for PDI and its clearance on behalf of ITI will be in the scope of party only, however all the relevant documents will be provided by ITI if any.  
Note: Scrap arising out in the manufacturing process will be in the account of Partner. Party shall consider the scrap value while quoting the rates.

3.11) The BSNL QA Testing Charges (if applicable) for offered

LOT will be paid by ITI.

- 3.12) Partner will meet the customer timelines for delivery in contract manufacturing of Steel Tubes & Swaged Pole.
- 3.13) Dispatch and invoicing against supply of finished product will be in the scope of ITI.
- 3.14) During the period of lease, any damage/Loss in whichever form it is made to the Manpower or property/plant and machinery in use or to the adjoining property caused by Contract Manufacturer (bidder) then bidder themselves will be responsible for the same and ITI is not liable for any damage/compensation charges.
- 3.15) In the event of any Dispute arising out of employment of Contract Labour, the bidder will be responsible to solve such disputes.
- 3.16) Calibration of machines/Test instruments (if required) of the items covered in ITI possession shall be in the scope of Bidder.
- 3.17) During the term of the lease, the Bidder shall at its own cost and expense keep the plant and machinery in good repair and working condition.
- 3.18) The Bidder will be solely responsible for any Complaint/Dispute by the statutory authorities in connection with the non-compliance of any of the statutory requirement during the lease period.
- 3.19) Disposal of Process Waste/Scrap as per Govt. guideline/ Procedure shall be the responsibility of bidder. If any environmental clearance certification is required then selected bidder will provide necessary support.

**4. Eligibility Criteria, General Commercial Conditions and Special Conditions -**

<b>A</b>	Essential Eligibility Criteria for the Applicants	
	Pre-Qualifying Criteria	Compliance Document
i.	The BIDDER should be a company registered in India having its office in India and incorporated under the Indian Companies Act, 1956/2013 and should be at least three years (from the date of releasing this RFQ) old company.	The details of the company and Certificate of Incorporation and MOA shall be submitted by the bidder along with technical bid.

ii.	Bidder should have supplied minimum 60000 GI poles to Government Department/Public Sector Undertakings / State Power Corporations /Private Companies during the last 3 financial years.	Following documents shall be submitted by the bidder along with Technical Bid –  i) Customer PO ii) GST Invoice iii) End Customer Inspection / Release Report
iii	The bidder should be an ISO 9001 certified company	ISO 9001 certificate to be submitted
iv	Turn-Over – Average Annual Turn Over for three FY (2022-23, 2023-24 & 2024-25) OR FY (2023-24, 2024-25 & 2025-26) shall be minimum Seventy Five Crores (75) Crs.	Audited account statement and turn-over certificate from CA for the years specified shall be submitted by the party along with technical bid.
v	The company should be profitable during last 3 financial years, that is, FY (2022-23, 2023-24 & 2024-25) OR FY (2023-24, 2024-25 & 2025-26) PARTNER's Net Worth for the last three years must be positive.	a. Audited account statements for the years specified to be provided. b. The Net worth certificate from CA to be provided.
vi	Bidders must have complete in-house manufacturing and testing facilities of Steel Tubes as per IS : 1161 and 7/8 M Swaged Pole as per the BIS standard IS: 2713 in North or North East Region and Bidder should have production capacity of more than Ten Thousand (10000) nos. of GI Swaged Poles per month.	Bidder shall submit the list of Plant, Machinery & Testing Equipments installed in their factory premises and a Self-Undertaking indicating production capacity per month.
vii	Partner must confirm that there are no Patent / legal issues that might become hindrance as per scope of RFQ at any stage.	Self-Undertaking shall be submitted by the party
viii	Partner shall submit self-declaration(s) that the Bidder is 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	An affidavit as per the clause shall be submitted by the bidder.

	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 opening of this RFQ.	
ix	The bidder should have the valid BIS License for <b>IS: 1161 and IS: 2713</b>	Bidder should submit the BIS License
x	<p>The bidder shall submit the following documents along with bid:</p> <ol style="list-style-type: none"> <li>1. Bill of Material (7M &amp; 8M) per pole basis for HR-Coil and Zinc only.</li> <li>2. List of Machines including in-house Galvanizing Plant to Leased Out</li> <li>3. List of Test facilities to be Leased out</li> <li>4. Manufacturing Plant location and proposed leased area details.</li> <li>5. Manufacturing Plant ownership – Documentary Evidence Required</li> </ol> <p><i>Note: The Machines and Test facilities may be verified physically before finalization of tender.</i></p>	Bidder should submit the required documents
xi	<p>Orders issued by the Government of India restricting procurement from certain countries which shares a land border with India shall apply to this RFQ.</p> <p>Any Bidder from a country which shares a land border with India shall be eligible to bid in this tender only if they are registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).</p>	<p>Bidder sharing land border with India, which are not part of restricted countries shall provide the certificates of registration in this regard from DPIIT. Undertaking format is provided in <b>Annexure –VIII.</b></p>

<b>B</b>	<b>General Commercial Conditions</b>
i.	<p>The successful bidder shall enter into an Agreement for the –</p> <ol style="list-style-type: none"> <li>1) Transfer of Technology for manufacturing and testing of Steel Tubes as per IS: 1161 and 7/8 M Swaged Pole as per the BIS standard IS: 2713</li> <li>2) Lease out the Manufacturing &amp; Testing facilities including storage facilities. and</li> <li>3) Contract Manufacturing with ITI to enable ITI for the manufacturing of the Swaged Pole.</li> </ol>
ii.	<p>Payment Terms for Conversion Cost will be on back to back basis as per end customer payment terms.</p> <p>Request for change in terms will not be entertained at any point of time during Agreement Period</p>
iii	<p>The Successful bidder shall sign the agreement separately within 15 days of the issuance of LOI.</p>
iv.	<p>The Agreement between ITI and Successful Bidder shall be signed by authorized signatories of ITI and the Partner, duly supported by Power of Attorney issued by respective parties in the name of these signatories.</p>
v.	<p>Time to time ITI will issue Work Order for the contract manufacturing of Poles as per requirement.</p>
vi	<p>Partner will meet the Customer delivery timeline.</p>
vii	<p>The BOM (HR-Coil and Zinc only) should have at least three sources.</p>
viii	<p>L-1 party will be decided based on the instructions attached at <b>Annexure –XII.</b></p>

<b>C</b>	<b>SPECIAL CONDITIONS</b>
i.	In case any Bidder's statement is found false and misleading, the barring process against such defaulting Bidder shall be initiated by ITI and the next eligible Bidder shall be selected to go ahead in the process of proving technical compliance and competence to the required standards and specifications by applying risk and cost to defaulting Bidder.
ii.	As per Govt. procurement policy for Micro and small Enterprises, 2012 (amended 2018 and 2021), Micro and Small Enterprises (MSEs) may be given relaxation in prior turnover and prior experience criteria during tender process, subject to meeting of Quality and Technical Specifications. MSE vendors who are registered under Ministry of Micro and Small Enterprises, Government of India shall submit all the relevant documents for claim of benefit extended to MSE. Also mention whether the MSE certificate is issued for the relevant area pertaining to the terms of the RFQ.
iii.	<p>As per O.M. No. F.20/2/2014-PPD(Pt.) dated 25th July, 2016 of DOE, prior turnover and prior experience for all Startups [whether Micro &amp; Small Enterprises (MSEs) or otherwise] is relaxed subject to their meeting of quality and technical specifications.</p> <p>Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate which is to be uploaded while bidding. It will be validated by ITI.</p> <p>Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT.</p>
iv.	<p>The Successful Bidder shall provide security deposit in the form of BG of the value equivalent to the value of the material which will be supplied by ITI time to time for manufacturing of the Poles against raw material security.</p> <p>The BG shall be valid till dispatch of the final product.</p> <p>Further, the successful bidder shall submit a Performance Bank Guarantee (PBG) @ 5% of the Work Order value for the entire warranty period + Two (02) Months extra.</p>
v.	Warranty – Party shall provide a warranty of Two (02) year against any manufacturing defects from date of dispatch from their premises. In case of any manufacturing defect, the party shall rectify the fault / replace the poles at their own cost.

## **5. Liquidated Damages**

- 5.1 Any LD imposed by the end customer to ITI due to delay in supply and not meeting the customer timelines, the equivalent LD will be levied on the selected bidder by ITI, except for reasons if only attributable to ITI.
- 5.2 The amount of Liquidated damages may be adjusted against any sum payable to the successful bidder under this or any other contract with ITI.

## **6. Financial Proposal**

- 6.1 Financial Bid duly filled in Excel format as per attached financial bid sheet to be uploaded in ITI Tender Portal.
- 6.2 L-1 party will be decided based on the instructions attached at **Annexure –XII**.
- 6.3 The values filled at the prescribed place in the Price Bid shall be a numerical value to be considered up to two decimal points for calculation.
- 6.4 In no case the financial bid shall be submitted with technical bid. Otherwise it will be summarily rejected.
- 6.5 The financial proposal shall be rejected summarily; in case any condition is indicated in the Bid.
- 6.6 It is mandatory to quote for Conversion Cost in Rs. per unit of Swaged Pole for 7M and 8M both.

## **7. Instructions for Submitting Proposal Towards RFQ**

- 7.1 The proposals shall be uploaded on ewizard on or before the due date and time as specified. The URL for portals are <https://itilimited.ewizard.in>, <https://tenders.itilttd.in> and <https://eprocure.gov.in> for detailed information and for submission of bid. For any assistance please contact following-
- i. Mr. Amrendra: Mob: 8448288980
  - ii. Mr. Abhishek: Mob: 8448288984/790326952,  
e-mail: [ewizardhelpdesk@gmail.com](mailto:ewizardhelpdesk@gmail.com) , [eprochelpdesk.37@gmail.com](mailto:eprochelpdesk.37@gmail.com)
  - iii. Mr. Deepak: 9680005669/9355030621
  - iv. Mr. Sitesh- 8448288992,
  - v. Mr. Virendra- 8448288988 [eprochelpdesk.21@gmail.com](mailto:eprochelpdesk.21@gmail.com)
- 7.2 Accessibility of NIT Document: Complete NIT document with terms and conditions is provided in the following websites
- (i) <https://www.itilttd.in/>
  - (ii) <http://eprocure.gov.in/>
  - (iii) <http://itilimited.ewizard.in>,
  - (iv) <http://tenders.itilttd.in/>
- 7.3 Any clarifications regarding the tender can be obtained from DGM- W ITI Limited, Mankapur, Gonda (UP), Pin -271308 email: [vkmishra\\_mkp@itilttd.co.in](mailto:vkmishra_mkp@itilttd.co.in), [svsingh\\_mkp@itilttd.co.in](mailto:svsingh_mkp@itilttd.co.in), Mob: 9794743437 / 8004735636
- 7.4 Financial bid will be opened only of technically qualified bidders.
- 7.5 Bid offered should be valid for a period of 180 Days from the date of opening of RFQ response.
- 7.6 Conditional offers are liable for rejection.
- 7.7 The Bidders should give Clause by clause compliance (as per Annexure II) of RFQ with references to supporting documents; otherwise the offers are liable for rejection.
- 7.8 The bidder to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc. as charged by the customer except for reasons if only attributable to ITI.
- 7.9 ITI LTD reserves the right to suspend or cancel the RFQ 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.
- 7.10 Cost of RFQ: The bidder shall bear all costs associated with the preparation and submission of his offer against this RFQ, 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 RFQ process.

- 7.11 Amendment of RFQ: 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 RFQ document by an amendment. In order to provide prospective bidder 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 RFQ.
- 7.12 ITI LTD will not consider any or all of the bids if they are not meeting RFQ requirements.
- 7.13 ITI LTD may at its discretion reject any offers received for selection without assigning any reasons.
- 7.14 An EMD of Rs. 30,00,000/- shall be submitted by the party in favor of M/s ITI Limited, Mankapur through <https://itilimited.ewizard.in> along with technical bid.
- 7.15 Unsuccessful Bidder's EMD will be refunded without any interest within thirty (30) days from the date of award of work to the successful bidder on a written request.
- 7.16 The successful Bidder's EMD will be discharged upon the Bidder signing the Contract/Agreement.
- 7.17 The MSME bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc. are exempted from payment of EMD fee. Micro and Small Enterprise (MSE) bidders should submit their valid Udyam Registration Certificate indicating URN (Udyam Registration Number) issued from MSME in order to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs. URN certificate should broadly cover the Equipment/ Services offered in tender.
- 7.18 Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Start-up Recognition Certificate are exempted from payment of EMD fee.
- 7.19 Central / State PSUs are exempted from payment of EMD fee.

## **8. Other Terms and conditions:**

### **8.1 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.

### **8.2 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 shall be borne by the bidder except for reasons if only attributable to ITI.

### **8.3 Risk Purchase:**

- If the successful bidder fails to sign the agreement within fifteen (15) days from the date of award of contract, then buyer shall have the liberty to go with alternate source explored through this RFQ.

### **8.4 Arbitration:**

- 8.4.1 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.
- 8.4.2 The award of the arbitrator shall be binding upon the parties to the dispute.
- 8.4.3 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.

8.4.4 Work under the contract shall be continued during the arbitration proceedings.

8.4.5 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.

8.4.6 The venue for arbitration proceeding shall be Gonda (UP)

8.4.7 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.

## **8.5 TERMINATION FOR DEFAULT:**

8.5.1 Any of the following events shall constitute an event of default by the bidder entitling the Competent Authority to terminate the contract and BG shall be forfeited.

- 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 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.

8.5.2 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.

## **8.6 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.

**8.7 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.

**8.8 ITI's Right to accept any bid and to reject any or All Bids or to cancel the RFQ:**

- 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.

**8.9 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****Bidder's Profile**

1	Name and address of the company			
2	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E-mail and Web site)			
3	Area of business			
4	Annual Turnover for financial years (₹ in Cr)	2022-23	2023-24	2024-25
		OR		
		2023-24	2024-25	2025-26
5	Date of Incorporation			
6	GST Registration number			
7	PAN Number			
8	CIN Number, if applicable			

**Annexure-II****Compliance Statement**

<b>Section Details</b>		<b>Clause Numbers</b>	<b>Compliance (YES/NO)</b>	<b>Documentary Reference, If any</b>
<b>Technical BID</b>				
3	Scope	3.1-3.19		
4A	Eligibility conditions for Partner	4.A.i-4.A.xi		
4B	General Commercial Conditions	4.B.i-4.B.viii		
4C	Special Conditions	4.C.i-4.C.v		
5	Liquidated Damages	5.1-5.2		
6	Financial Proposal	6.1-6.6		
7	Instructions for Submitting Proposal Towards RFQ	7.1-7.19		

**Annexure-III**

**Undertakings (To be in BIDDERS's Letter Head)**

We, M/s.....Do hereby undertake the following:

1. We undertake to submit Bid Security Declaration as per format Annexure- IX in lieu of Earnest Money Deposit (EMD) (Applicable for exempted bidders).
2. That we have adequate manpower with qualifications, certifications and experience as may be required for Contract Manufacturing.
3. We will support ITI in obtaining all the required certificates/approvals for the Steel tubes & Swaged pole manufacturing.
4. We are willing to sign the Agreement, Integrity Pact with ITI as per the RFQ.
5. We undertake to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc. as charged by the customer except for reasons if only attributable to ITI.

Signature:

Name:

Designation of Authorized Signatory:

**PRE-CONTRACT INTEGRITY PACT**

**TENDER ENQUIRY / BID /EOI/RFQ No: ITI/MKP/RFQ/POLE /01**

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

**BETWEEN:**

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

**AND:**

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

**Preamble**

WHEREAS the Principal intends to award, under laid down organizational procedures, contract for ..... (item details) of ITI Limited Mankapur. 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) commit himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the tender process and during the execution of the contract.
- a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The bidder(s)/contractor(s) will not enter with other bidders/contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary

- contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
  - e. The Bidder(s)/Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt. bodies directly or indirectly on the bidding process in furtherance to his bid.
  - g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

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

- 3.1 If the Bidder(s)/Contractor(s), during tender process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/ Contractor(s) from the tender process.
- 3.2 If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future tender/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determinedly the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of

transgression, the position of the transgressor within the company hierarchy of the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

- 3.3 The Bidder(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.
- 3.4 A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.
- 3.5 The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however the Bidder(s)/ Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.
- 3.6 On occurrence of any sanctions/ disqualifications etc. arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not entitled for any compensation on this account.
- 3.7 subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

#### **SECTION 4 – PREVIOUS TRANSGRESSION**

- 4.1 The Bidder(s)/ Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/ transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the tender process.
- 4.2 If the Bidder(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the

above and shall be liable for compensation for damages as per Section- 5 of this Pact.

#### **SECTION 5 – COMPENSATION FOR DAMAGE**

- 5.1 If the Principal has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.
- 5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

#### **SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/ CONTRACTORS**

- 6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.
- 6.2 The Bidder(s)/Contractor(s) undertakes to get this Pact signed by its sub-contractor(s)/sub-vendor(s)/associate(s), if any, and to submit the same to the Principal along with the tender document/contract before signing the contract. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its sub-contractors/sub-vendors/associates.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this Integrity Pact or violate its provisions.

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

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

#### **SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)**

- 8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.
- 8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within a reasonable time from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8.7 The word '**Monitor**' would include both singular and plural.

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

**1- Shri Atul Jindal, IFS (Retd.)**

3/10 Vishesh Khand Opp. Little Friend School Gomti Nagar,  
Lucknow-226010(UP)

**2- Shri Benny John, IRS (Retd.):**

Villa No. 36, Kent Plam Villas, Fort Valley Township, Athani,  
Kakkanad, Ernakulam, Kerala – 682 030.

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

**SECTION 9 – FACILITATION OF INVESTIGATION**

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

**SECTION 10 – LAW AND JURISDICTION**

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

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

**SECTION 11 – PACT DURATION**

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

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

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

**SECTION 12 – OTHER PROVISIONS**

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

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 term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.

12.4 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)

.....

.....

CHIEF MANAGER / Dy. General Manager  
ITI LIMIRED , MANKAPUR

Witness

Witness

1) .....

1).....

2) .....

2).....

**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,  
Mankapur, District – Gonda, UP – 271308**

**Dear Sir,**

**Sub: Declaration for relation in ITI**

**Ref. No.: RFQ. No: ITI/MKP/RFQ/POLE /01 Dated --/--/2026**

**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:**

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

**OR**

- ii. 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 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.

**BID FORM**

**RFQ No.** ITI/MKP/RFQ/POLE /01

**Dated:**

**To,  
ITI Limited,  
Mankapur, District – Gonda, UP – 271308**

**Dear Sir/Madam,**

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 Partner in conformity with the said contract.
2. 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.
3. Until a formal Contract / Agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
4. 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.
5. We understand that you are not bound to accept the lowest or any bid, you may receive.
6. We understand that the Bid document so submitted is the true copy of ITI tender documents available on ITI website [www.itilttd.in](http://www.itilttd.in). Any deviation will result in the rejection of the bid.

**Dated this .....day of 2026**

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

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

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

.....

**Witness:** .....

**Address:** .....

**Signature**

NON-DISCLOSURE AGREEMENT

By and between  
**ITI Limited,**  
**Mankapur, District – Gonda, UP – 271308**  
(hereinafter “ITI”)

On the One Hand And  
(hereinafter “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 ITI, to ensure timely submission of a technically 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 RFQ

## 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.

(e) 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 :

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 \_\_\_\_\_  
(Typed Name)

By \_\_\_\_\_  
(Typed Name)

(Title)

(Title)

(Signature)

(Signature)

(Date Signed)

(Date Signed)

In the presence of

Witness

1.

Signature:

Name:

Address:

2.

Signature:

Name:

Address:

**ANNEXURE-VIII**

**Declaration regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India**

***(To be submitted on Applicant’s Letter Head)***

**To,**

**Dear Sir,**

In reference to bid submitted by M/s ..... Against ITI RFQ Document Number: **ITI/MKP/RFQ/POLE /01,**

**I/We have read the Order No: F.No6/18/2019-PPD dated: 23-July- 2020 from Department of Expenditure, Ministry of Finance regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.**

**I/We certify that we/our Collaborator/Assignee are/is not from such a country or, if from such a country, have/has been registered with the Competent Authority and we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.**

**We here by certify that we fulfill all requirements in this regard and are eligible to be considered.**

**We further confirm that evidence of valid registration by the Competent Authority for us/our Collaborator/JV Partner / Consortium member/Assignee, as applicable, is enclosed as Annexure...**

**\*Bidder to strike-off, if not applicable.**

Date:..

Seal of Organization &

Place:

Signature of Authorized Applicant

**Bid Security Declaration**

Dated:

To  
ITI Limited,  
Mankapur, District – Gonda, UP – 271308

Sir,

Subject: **Ref. No: ITI/MKP/RFQ/POLE /01**

For Transfer of Technology, Lease of Manufacturing & Testing facilities, and Contract Manufacturing of Steel Tubes & Swaged Pole (7M & 8M) in North or North East Region.

We, the undersigned, declare that:

I/We understand that, according to the general conditions of RFQs, offers must be secured with a bid security or to be supported with a Bid-Security Declaration.

1. Accordingly, in lieu of Bid security, I/We unconditionally declare that:

(a). I/We undertake to stand to all our statements and declarations towards this RFQ as agreed upon by us.

(b). I/we will not alter or change any of the conditions during the validity and after our selection as successful Technology Partner and award of this RFQ.

(c). I/We will abide by all the terms and conditions of the RFQ.

(d) I/we fully understand that I/we will be automatically disqualified and barred from bidding for any contract and doing business for a period of **two (2) years** upon receipt of your Barring/Blacklisting/Suspension Order,

(e) I/we will pay the applicable fine or damages as provided by any stipulation or guidelines from the appropriate authority in this regard for the violation of PoC Securing Declaration; and,

(f) I/We undertake to comply above, without prejudice to other legal action or remedies ITI Ltd. may have, to secure itself from the damages and losses incurred due to the act of default or violation by undersigned company/entity.

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

[Insert complete name of Bidder]

Dated on \_\_\_\_ day of \_\_\_\_\_ [insert date of signing] Corporate Seal (where appropriate)

**ANNEXURE-X**

**Certificate to be submitted by Bidders (On Company's Letter Head)**

**Reference 1: .....issued on .....**

*I, in capacity of authorized signatory of  
M/s.....having Regd. office  
at.....*

being a participant bidder in ITI RFQ cited at reference 1 above, hereby declare that I have read and understood the clause regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defense of India and National Security issued vide OM cited at reference 2 above, on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I, hereby, further certify that our Company is not from such a country which shares a land border with India and in light of conditions & restrictions imposed vide cited OMs, we fulfil all the requirements in this regard to become eligible to be considered in the subject Tender Enquiry by ITI.

(Name of the authorized signatory)

Signature Designation in Company Seal / Stamp of Company

Counter signed by Company Secretary of the Company with seal / stamp

**ANNEXURE-XI**

**6. DOCUMENTS / INFORMATION TO BE UPLOADED**

<b>Sl.No.</b>	<b>Check list of documents/information to be submitted</b>	<b>Page No. (to be filled by Bidder)</b>
i.	The profile of the PARTNER as per <b>Annexure-I</b> and Certificate of Incorporation of the PARTNER company. Micro & Small Enterprises (MSEs) registration certificate (if eligible).	
ii.	Memorandum & Articles of Association	
iii.	Audited financial statements for past three years (2022- 23,2023-24, 2024-25) OR (2023-24,2024-25, 2025-26)	
iv.	Auditors Net worth certificate & Turnover certificate signed by the company's Auditors/ CA for last 3 financial years.	
v.	Documentary evidence (Customer POs and performance certificate along with contact no, email address of the customer) to prove experience to be submitted along with technical bid.	
vi.	<b>IS: 1161 and IS: 2713</b> , ISO:9001 – Certificates required	
vii.	Clause-by-Clause compliance of RFQ terms and all corrigendum with supporting documents as per <b>Annexure-II</b> .	
viii.	Valid Power of Attorney along with resolution of Board for authorizing the person signing the bid for this RFQ.	
ix.	Undertaking by the PARTNER shall be submitted as per <b>Annexure-III</b> .	
x.	An undertaking to have understood and ready to sign a contract agreement by the appropriate authority immediately after being selected.	
xi.	A Pre-Contract Integrity Pact as per the format given in <b>Annexure-IV</b> .	
xiv.	Declaration Of Relation In ITI <b>ANNEXURE-V</b>	
xv.	Bid Form <b>Annexure-VI</b>	
xvi.	Confidentiality And Non-Disclosure Agreement <b>Annexure-VII</b>	

Sl.No.	Check list of documents/information to be submitted	Page No. (to be filled by Bidder)
xvii	Declaration regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India <b>ANNEXURE- VIII</b>	
xviii	Bid security Declaration to be submitted <b>ANNEXURE-IX</b>	
xix	Checklist of the Documents to be submitted <b>ANNEXURE-XI</b>	
xxi	Affidavit for non-blacklisting and no patent or legal issue that might become hindrance as per the scope of RFQ.	
xxii	Certificate to be submitted by Bidders on Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defence of India and National Security <b>ANNEXURE-X</b>	
xxiii	<p>The bidder shall submit the following documents along with bid:</p> <ol style="list-style-type: none"> <li>1. Bill of Material (7M &amp; 8M) per pole basis for HR-Coil and Zinc only.</li> <li>2. List of Machines including in-house Galvanizing Plant to Leased Out</li> <li>3. List of Test facilities to be Leased out</li> <li>4. Manufacturing Plant location and proposed leased area details.</li> <li>5. Manufacturing Plant ownership – Documentary Evidence Required</li> <li>6. Self-Undertaking indicating capacity per month.</li> </ol>	

## ANEXURE-XII

### Instruction for Selecting the L1 bidder

- Weightage will be assigned to 7M POLE and 8M POLE CONVERSION COST as below.
  - 7M POLE Weightage – 90%
  - 8M POLE Weightage – 10%
- Normalization will be done with following criteria's -
  - Lower conversion cost quoted is better
- Normalised values NM7 (Normalised 7 Meter) and, NM8 (Normalised 8 Meter) will be calculated as per below -

<b>Name</b>	<b>7M POLE Conversion Cost (M7) (Rs/Pole)</b>	<b>8M POLE Conversion Cost (M8) (Rs/Pole)</b>	<b>Normalized M7, NM7= (Lowest M7/quoted M7) *100</b>	<b>Normalized M8, NM8= (Lowest M8/quoted M8) *100</b>	<b>Total Marks TM= 0.9*NM7 + 0.1*NM8</b>
Bidder 1	X1	Y1	<b>NM7X1</b>	<b>NM8Y1</b>	TM1
Bidder 2	X2	Y2	<b>NM7X2</b>	<b>NM8Y2</b>	TM2
Bidder 3	X3	Y3	<b>NM7X3</b>	<b>NM8Y3</b>	TM3

- Total Marks obtained by bidder **TM= 0.9\*NM7 + 0.1\*NM8**
- Selection will be done on the basis of highest TM marks achieved by the bidder.
- Example Scenario:

<b>Name</b>	<b>7M POLE (M7) (Rs/Pole)</b>	<b>8M POLE (M8) (Rs/Pole)</b>	<b>Normalized M7, NM7= (Lowest M7/quoted M7) *100</b>	<b>Normalized M8, NM8= (Lowest M8/quoted M8) *100</b>	<b>Total Marks TM= 0.9*NM7 + 0.1*NM8</b>
Bidder 1	10	15	100	6.666666667	90.66666667
Bidder 2	15	1	66.66666667	100	70
Bidder 3	20	25	50	4	45.4

**As Bidder-01 has got the highest marks, hence will be selected as Partner.**

- Note – In case of tie, bidder with higher turn-over as declared against clause no. 4(A) iv shall be preferred.

\*\*\*\*\*

## Financial Bid

**RFQ Reference No. : ITI/MKP/RFP/ POLE /01 , Dated 03/06/2026**

**Description of the RFQ:** Request for Quotation (RFQ) For “Transfer of Technology, Lease of Manufacturing & Testing facilities, and Contract Manufacturing of Steel Tubes as per IS: 1161 and 7/8 M Swaged Pole as per the BIS standard IS: 2713 in North or North East Region”

**Bidder's Name -**

<b>ITEM</b>	<b>Conversion cost per unit of Swaged Pole (IN INR) (Excluding Taxes)</b>
<b>7M POLE</b>	
<b>8M POLE</b>	

**Note:**

1. It is mandatory to quote for Conversion Cost in Rs. per unit of Swaged Pole for 7M and 8M both.
2. The party shall quote for the Conversion Cost which includes the TOT cost, leasing cost, manufacturing & testing cost and cost of electricity, water, manpower, consumables, packing, machines maintenance etc. on per Pole basis. No additional charges shall be paid for any other charges except the Conversion Cost. The product shall be in ready to ship condition after PDI testing by the customer. Scrap arising out in the manufacturing process will be in the account of Partner.
3. The values filled at the prescribed place in the Price Bid shall be a numerical value to be considered up to two decimal points for calculation.