

**Request for Proposal (RFP) for the CAMC of CHILLERS of ITI Data
Centre in Bangalore**

Tender Ref No: ITI/BGP/IT-DC/2024/2162

ITI LIMITED



(A Government of India Undertaking)

**Request for Proposal (RFP) for the CAMC of CHILLERS of ITI Data
Centre in Bangalore**

ITI Limited - Bangalore Plant
Dooravaninagar, Bangalore-560016,
Karnataka, India.

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Instructions to Bidders and General Terms & Conditions

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1. Section I- Invitation to Bidders

ITI Limited is the first Public Sector Undertaking of India, under the Department of Telecommunications, Ministry of Communications. Government of India. It has been a leading telecom equipment manufacturer for India and has been a regular supplier to customers like BSNL, MTNL, Defence, PSUs and other Private customers for various turnkey projects, products and services. ITI has now diversified and upgraded its business in various fields such as Data Centre, Cyber Security, Telecom Test Lab facility - EMI/EMC & Safety Lab as our endeavour to promote make in India, Atmanirbhar Bharat initiatives of Government of India. ITI has manufacturing units equipped with State-of-art manufacturing infrastructure and Marketing & Sales offices spread across the country.

ITI Ltd., as a major player in the new era of digital communications has extended and contributing to 'Digital India' initiative of the Government of India and has been offering multitude of digital solutions to variety of customers.

ITI has been in Data Center business for 13+ years. Currently company is operating Two Data Centers.

First Data Center operation started since 2009-10 in a PPP partnership with a capacity of 350 racks space. The Data Center conforms to the Tier-3 Standard with N+1 Redundancy. This Data Center termed as "OLD Data Center".

Second Data Center operation started in 2020 which was completely invested, owned & Managed by ITI LTD with a capacity of approx. 1000 racks space. The Data Center conforms to the Tier-3 Standard with N+1 Redundancy. This Data Center termed as "New Data Center".

Now, ITI would like to invite bids from the eligible bidders (OEM or Authorized Channel Partners) to participate in the competitive bidding for the **"Request for Proposal (RFP) for the CAMC of CHILLERS of ITI Data Centre in Bangalore for 2 years"**

Tendering Authority

AGM- IMM

ITI Limited, Bangalore Plant,

Dooravaninagar, Bangalore-560016

datacenter@itilttd.co.in; mmr_bgp@itilttd.co.in

Tel:- 080-28503607 / 080-25061820/9029152337

1.1 Regarding Bid Response

In case of any clarification with regards to the bid document, the prospective bidders may raise their queries to the following e-mail IDs on or **before 01 July 2025**.

datacenter@itilttd.co.in; mmr_bgp@itilttd.co.in.

The consolidated Reply to the Queries will be published in the ITI e- tender portal / CPPP portal.

Bids would be considered only in the prescribed form/ document. Bids not submitted in prescribed form will be summarily rejected.

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The prospective bidder has to visit the Datacenter for assessment purpose and an NDA should be signed by the Bidder with ITI. The Bidder should bring the NDA printed and signed in the format attached to this RFP at Annexure – III.

Nothing in this section shall be taken or read as compelling or requiring ITI Limited to respond to any question or to provide information. However, at its discretion, ITI Limited shall furnish clarifications to the extent possible.

The details of this engagement and terms of engagement along with the detailed scope of work are given in separate sections to this RFP.

1.2 Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, ITI Limited, for any reason, may modify the RFP by amendment notified in website through corrigendum. ITI may either extend the deadline for the submission of bids either on its own or based on the request of Bidders or not extend the deadline for the submission of bids.

All prospective Bidders who have been short listed shall be intimated of the amendment in writing by e-mail but ITI Limited will not be responsible if the Bidders do not get the individual intimates of such amendments due to whatever reasons. However, all such amendments shall be binding on Bidders.

1.3 Key Events and Dates

S.No.	Terms of Reference	Remarks
1	Earnest Money Deposit (EMD) should be in the form of a Banker's Cheque/ Bank Guarantee issued by any Nationalized / Scheduled Commercial Bank, in favour of ITI Limited, Bangalore Plant, Dooravaninagar, payable at Bangalore. EMD should be unconditional & irrevocable. Original EMD to be submitted to Additional General Manager (IMM), F-100, Second floor, ITI Limited, Dooravaninagar, Bangalore-560 016. Ph.No : :+91 80-28503607, Email : datacenter@itilttd.co.in . Note- MSME are exempted from submission of EMD.	INR 72,000/-
2	Tender Fee in the form of a Demand Draft/Banker's Cheque/ issued by any Nationalized / Scheduled Commercial Bank, in favour of ITI Limited, Bangalore Plant, Dooravani nagar, payable at Bangalore.	INR 1,000.00
3	RFP Reference No:	ITI/BGP/IT-DC/2024/2162
4	Date of Release of RFP	24/06/2025
6	Last Date to submit Pre-Bid queries related to RFP clarifications	01/07/2025
5	Visit of Data Center by interested bidders	Before due date of bid submission.
7	Clarifications to Pre-Bid Queries by ITI	Will be published through e-tender portal https://itilimited.euniwi

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		zarde.com)
8	Last date for Bid Submission	08/07/2025, 14.30 Hrs.
9	Opening of (Pre-qualification) Bids	09/07/2025, 11.00 Hrs.
10	Bids Validity Period from the due Date of Bid Submission	180 days

Disclaimer:

The Tendering authority reserves the right to reject any or all the bids in whole or in part at any time without mentioning any reasons thereof.

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1.4 Procurement of RFP Document

The tender document can be downloaded from ITI website <http://www.itilttd.in> or the e-tender portal /CPP portal. **Tender fee of Rs.1000/- (non-refundable)** to be remitted through a Demand Draft, from any commercial Nationalized/ Scheduled bank, drawn in favour of “ITI Limited, Bangalore Plant”, payable at Bangalore. The Bid will not be considered in the absence of the tender fee. The Demand Draft should be enclosed in the Earnest Money Deposit (EMD) envelope along with the draft of EMD.

2 Introduction of ITI Data Center

Data Center is a physical / virtual infrastructure used by enterprises to house Computers, Servers, Networking Systems and Security components for the organization’s information technology (IT) needs, which typically involve storing, processing and serving large amounts of mission-critical data to clients in a client/server architecture. As a consequence, the security and reliability of data centers is of top priority for any organization.

ITI New Data Center is a newly built facility of ITI Limited, India’s first Public Sector Unit (PSU). It endeavors to provide customer-centric services to all the sectors. This Data Center is serving customers from Aviation, Universities, R&D institutions of Govt. of India, PSUs, MNCs and small enterprises from the year 2020-21.

3 Bidder’s Eligibility Criteria

The Bidder/Partner Companies must meet the following eligibility requirements.

S.No.	Criteria	Documents to be submitted
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S.No.	Criteria	Documents to be submitted
1	The bidder should be a company registered under the Companies Act, 2013 since last 5 years as on 31.03.2025.	Certificate of incorporation and Self Certification of being in the Information Technology business for the last 5 years should be attached.
2	Bidder should be an established DC Non-IT Infra System/ Chillers OEM or OEMS's Channel partnered company and should have been in the business for a minimum period of four years as on 31.03.2025. Consortium is not permitted.	1. CIN, MOA and/or 2. Business Registration Certificate and/or 3. Work Orders confirming year and area of activity.
3	The bidder should be an OEM / Authorized channel partner of OEM.	In the case of channel partners, 1. MAF & Authorization from respective OEM should be addressed to the Tenderer (ITI) 2. Certificate of Authorized channel partner proving the validity of association.
4	OEM/Channel partner should have an office in Bangalore.	Address proof and contact details of the Bangalore office.
5	The bidder should have a positive net worth as on 31-03-2024. They should have annual turnover of more than Rs.11 Lakh on an average for last three Financial Years ending on 31.03.2024.	Chartered Accountant certificate for Net-worth, Turnover and PAT should be attached. Copy of the audited profit and loss account/ balance sheet/ annual report of last three financial years up to 31-Mar-24 should be attached.
6	The Bidder should have experience in supply, Installation and commissioning of Chillers preferably to any DATA Center during the last three years as on 31.03.2025. (i) One PO to the value of 29.11 Lakh OR (ii) Two POs to the value of Rs. 18.19 Lakh each OR (iii) Three POs to the valued of Rs.14.55 Lakh each PO / Work Order Value Covering above Scope of work will be considered	A copy of the work order and client certificates should be attached. The Bidder must produce a completion / satisfactory certificate from the customer stating that the project is completed /is being executed satisfactorily.
7	Certificates	Valid ISO 9001 certificate.
8	The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.	Declaration in this regard by the authorized signatory of the bidder should be attached.
9	The bidder should furnish, as part of its bid, an Earnest Money Deposit (EMD) of Rs.	The EMD should be in the Indian rupees and should be in the form Banker's

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S.No.	Criteria	Documents to be submitted
	72,000. MSME are exempted from submission of EMD.	Cheque/ Bank Guarantee from any Scheduled / Nationalized Commercial Bank. MSME should submit EMD declaration form as per Annexure V
10	Once PO is released, a 5% of PBG should be given against the PO value (Including GST) for the entire period of the contract.	The PBG should be submitted as per the format given in Annexure II.

4 SECTION II: INSTRUCTIONS TO BIDDER

RFP should be submitted online as per para 5 under “SECTION III: Bid Preparation & Submission”: -

4.1 Site Visit:

Since the proposal is for CAMC of CHILLERS of ITI Data Center, the Bidders are advised to visit the Infra before submission of Bid for ascertaining and assessing the conditions and submit their bid accordingly.

Tender processing fees and download of Tender Document. The tender document can be downloaded from ITI website <http://www.itiltd.in> or the CPP portal. Tender fee of Rs.1000/- (non-refundable) to be remitted through a NEFT to the mentioned ITI account from any commercial nationalized/ scheduled bank.

The Bid will not be considered in the absence of the tender fee. Hence, bidder may ensure to attach the scanned copy of the proof of payment.

4.2 PREPARATION OF BIDS: The Bid shall be submitted in three bid system as follows: -

4.3 Part A: PRE- QUALIFICATION BID

1. The Pre-Qualification Bid should contain all the required information and supporting documents as per Section-1 Clause-3 Eligibility Criteria.
2. It should be complete in all respects to indicate that all products and services asked for, are quoted and should give all the required information.
3. Tender fee of **Rs. 1000/-** (non-refundable) to be remitted through NEFT. The Bid will not be considered in the absence of the tender fee details in the Pre-Qualification Bid Cover.
4. Earnest Money Deposit (EMD/EMBG) of **Rs. 72,000** as per Section I. The Earnest Money Deposit (EMD) should be in the form of a Banker's Cheque/ Bank Guarantee issued by a Nationalized / Scheduled Commercial Bank, in favour of ITI Limited, Bangalore Plant, Dooravaninagar, payable at Bangalore. EMD should be unconditional & irrevocable. The same is to be submitted to the tendering authority well before bid opening. . **Note- MSMEs are exempted from the submission of EMD.**

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5. If the Pre-qualification bid is not complied, Part B & Part C bids of that bidder will not be opened.

4.4 Part B: TECHNICAL BID

1. The Technical Bid should contain all the information asked for in this document, except prices. It should be complete in all respects to indicate that all products and services asked for, are quoted and should give all the required information. The Technical Bid must be made in an organized, structured and neat manner, with sequential numbering.
2. A copy of the commercial offer in the required format, without showing the price details, shall be enclosed as part of the Technical Bid.
3. The Technical Bid should contain Clause by Clause compliance of all the clauses in this RFP as per Scope of work and Section IV: Bidder's Scope. In case of deviations, a statement of the deviations and exceptions to the provision of the requirement shall be given by the bidder. A bid without clause-by-clause compliance shall not be considered. Major deviations may result into rejection of the bid.

4.5 Part – C: COMMERCIAL BID

The Bidder shall quote for the procurement of NON-IT infrastructure as a “fixed amount of the receivables specified. All the commercial details should be given in the format placed. No other charges shall be paid to the bidder other than those specified in the commercial bid. In case, the bidder does not adhere to the format at Section V, the commercial bid is liable to be disqualified. Incomplete, illegible, and conditional offers and offers not adhering to the format at Section V, are liable to be disqualified.

5 SECTION III: Bid Preparation & Submission

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

5.1 REGISTRATION PROCESS ON ONLINE PORTAL

1. Bidders to enroll on the e-Procurement module of the portal <https://itilimited.euniwizarde.com>/ by clicking on the link “Bidder Enrolment”.
2. The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email addresses and mobile numbers as part of the registration process. This would be used for any communication from the e-Wizard Portal.

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3. Bidders are to register upon enrolment, with their valid Digital Signature Certificate (Class-III Certificates with signing and Encryption key) issued by any Certifying Authority recognized by CCA India with their profile.
4. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
5. Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
6. After registration send mail to Helpdesk: helpdeskeuniwizarde@gmail.com for Account activation.
7. As per portal norms Registration Fee will be applicable.

5.2 TENDER DOCUMENTS SEARCH

1. Various built-in options are available in the e-Wizard Portal like Department name, Tender category, estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'Interested tenders' folder.
3. The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

5.3 BID PREPARATION

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
4. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLSX/PNG, etc. formats.

5.4 BID SUBMISSION

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

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2. The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidders to note that they should necessarily submit their financial bids in the prescribed format given by department and no other format is acceptable.
4. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
5. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
8. The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.
9. As per portal norms Tender Processing Fee will be applicable.
10. The Bid shall be submitted in three parts:
 - Part A: Pre- Qualification Bid
 - Part B: Technical Bid & Un-priced commercial bid
 - Part C: Financial (Commercial) / Priced bid
11. The price should be quoted in Indian Rupees in accordance with the format given.
12. Correction of any type in price schedule is not permissible.
13. Bid Currency-Prices shall be quoted entirely in Indian Rupees.
14. The Proposal and all correspondence and documents shall be written in English. All Proposals and accompanying documentation will become the property of ITI Ltd and will not be returned. The hardcopy version will be considered as the official proposal.
15. Correction of errors - Bidders are advised to exercise greatest care in entering the pricing figures. No excuse is acceptable that mistakes have been made. No requests for prices to be corrected will be entertained after the quotations are opened. All corrections, if any, should be initialed by the person signing the bid form before

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submission, failing which the figures for such items may not be considered. Arithmetic errors in bids will be corrected as follows: -

Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. The amount stated in the bid form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall bid price to rise, in which case the bid price shall govern.

5.5 Three Packet Bid system

Complete bidding process will be online (e-tendering) in three packet system. Submission of bids shall be in accordance with the instructions given below:

A. Packet 1: Pre-Qualification Proposal- Bidder should upload information as scanned copies in PDF format as required in the RFP as per Section II **PART-A**.

(i) Pre-Qualification - The requirements for submission of the Pre-Qualification Bid is provided in the RFP document.

B. Packet 2: Technical Bid – The format for submission of the Technical Bid is provided in the RFP document. Bid shall be submitted in accordance to Section II, **PART-B**

C. Packet 3: Commercial Proposal – Bidder should provide as per "Commercial Bid Format" of this RFP. Bid shall be submitted in accordance to Section II, **PART-C**

The packets to be submitted by the bidder shall consist of following minimum documents in accordance with the instructions given below:

Packet 1 (Pre-Qualification Proposal)	<ol style="list-style-type: none">1. Proof of submission of EMD/Annexure-I2. Proof of submission of Tender Fee.2. Duly signed Integrity Pact.3. Certified true copy of a board resolution/power of attorney empowering authorized signatory to sign/act/execute documents binding the bidder organization to the terms and conditions detailed in this proposal.4. Documents fulfilling Section-1 Clause-3 “Bidder’s Eligibility Criteria”. <p>Note: All documents will be submitted in pdf format and uploaded in the e-Tendering portal.</p>
Packet 2 (Technical Proposal)	<p>The Technical Bid should consist of the following information: -</p> <ol style="list-style-type: none">1. Form –1 to Form 7.2. Necessary supporting documents proving the capability of maintaining Chillers3. Necessary supporting documents proving the experience of AMC

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	<p>for Chillers</p> <p>4. Copy of RFP signed by authorized signatory with seal in all the pages.</p> <p>Details of Certificates & Partnership (if any)</p> <p>5. Technical capability & presentation.</p> <p>Conditional technical proposal is liable for rejection.</p>
Packet 3 (Commercial Proposal)	<p>1. Commercial details (in the format given in the RFP) shall be submitted online in a separate Packet marked "Commercial Proposal" to be submitted as (xls/xlsx format)</p> <p>2. Forms and formats mentioned in this RFP document need to be scrupulously followed. Any deviation in it (without proper justification) may lead to disqualification of the bid.</p> <p>3. Bid quotation accompanied by vague and conditional expressions such as "subject to immediate acceptance", "subject to confirmation", etc. will be treated as being at variance and shall be liable to be summarily rejected.</p>

5.6 AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, the department reserve the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents. ITI LTD will not be responsible if the Bidders do not get the individual intimates of such amendments due to whatever reasons. However, all such amendments shall be binding on Bidders.

5.7 ASSISTANCE TO BIDDERS

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- Any queries relating to the process of online bid submission or queries relating to e-Wizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 8448288994/86/87/89/88/81/90/92/82 011-49606060, 07903269552, 9355030608, 9055030613, 7903810198, 9355030606, 9315620706, 9355030623, 9355030628, 8800526452, 9205898228, 9122643040, 9355030604, eprochelpdesk.01@gmail.com, eprochelpdesk.44@gmail.com, eprochelpdesk.06@gmail.com

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3. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).
4. The bid should be submitted through e-Wizard portal (<https://itilimited.euniwizarde.com/>) only.
5. All payments should be done through e-Wizard Payment gateway
6. Any clarifications regarding the tender can be obtained from

AGM-IMM

ITI Limited, Bangalore - 560 016

Ph: +91 80- 28503607, 080-25061820/9029152337

Email: datacenter@itilttd.co.in

5.8 Bid Preparation Instructions: -

- Non-judicial stamp paper of appropriate value as applicable.
- Every page of the Bid including all the Formats, Annexures and un-amended literatures should be sealed and signed by the authorized signatory of the bidder.
- The bid shall contain no inter lineation
- Erasures or over-writing, except as necessary to correct errors made by the bidder and in such cases, all corrections shall be countersigned by the person(s) signing the bid. The letter of authorization shall be indicated by a written Power-of-Attorney, executed on

5.9 LATE BIDS:

Bidders are solely responsible for timely submission of bids within the due date and time as mentioned above. Bids submitted after the due date & time will not be accepted. Any kind of failures due to transit of the bid document, etc.; would not be considered.

5.10 Language of offers: -

The offers prepared by the Bidder and all the correspondences and documents relating to the offers exchanged by the Bidder, shall be in English language.

5.11 Cost of Documentation / Preparation Material During Bid Submission:

ITI Ltd is not liable for any cost incurred by a Bidder in the preparation and production of any Proposal, the preparation or execution of any benchmark demonstrations, simulation or laboratory service or for any work performed prior to the execution of a formal contract. All material submitted become the property of ITI Ltd and may be returned at its sole discretion.

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5.12 Bidder Qualification

The word "Bidder" as used in the tender document shall mean the one who has signed the Tender Form. The Bidder's Authorized Representative shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall be furnished and signed by the authorized representative.

It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether he/ she signs as the constituted attorney of the firm, or a company. If any of the Bids is found to be without proper signature, page numbers and index, it will be liable for rejection.

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

5.14 The power or authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid. Any change in the Principal Officer shall be intimated to Tendering authority in advance.

5.15 No Bidder shall contact the tendering authority on any matter relating to its bid; from the time of the bid opening to the time the Contract is awarded.

However, the tendering authority may contact the Bidders during evaluation.

Any such effort by a Bidder influencing the tendering authority's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

5.16 Period of Validity of Bids

Bids shall remain valid for 180 days from the due date for submission of Bids. A bid valid for a shorter period may be rejected as non-responsive.

In exceptional circumstances, Tendering Authority may request the Bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in Corrigendum. The validity of EMD shall also be suitably extended.

5.17 Local / Site Conditions

I. It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and other relevant factors at the proposed Data Center that would have any effect on the performance of the contract and/ or the cost. The Bidders are advised to visit the proposed ITI DATA CENTER (at their own cost) and due diligence should be conducted before the Bid submission.

The prospective bidder has to visit the Datacenter for assessment purposes and an NDA should be signed by the Bidder with ITI. The Bidder should bring the NDA printed and signed in the format attached to this RFP at ANNEXURE- III.

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II. Failure to obtain the information necessary for preparing the bid and/ or failure to perform activities that may be necessary for providing the services before entering into a contract will in no way relieve the successful Bidder from performing any work in accordance with the Tender document.

III. It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors that may have any effect on the execution of the contract as described in the bidding document. The Tendering authority shall not entertain any request for clarification from the Bidder regarding such conditions.

IV. It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by Tendering authority and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Tendering authority on account of failure of the Bidder to appraise themselves of local laws and site conditions.

5.18 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of RFP ITI Ltd may, at its discretion ask the bidder(s) for the clarification of its Bid. The request for the clarification and the response shall be in writing. The bidder(s) will be required to submit the required clarification within the stipulated time frame as will be indicated in the ITI Ltd letter seeking such clarification(s). ITI Ltd. reserves the right to accept additional information/documents or corrections in the prequalification and technical bids submitted. No correction in the Commercial Bid after Bid opening will be entertained.

5.19 Amendment of Request for Proposal

At any time prior to the deadline for submission of bids, ITI Ltd. for any reason may modify the RFP by amendment notified in writing or email to all Bidders who have received this RFP and such amendment shall be binding on them. ITI Ltd at its discretion may extend the deadline for the submission of bids. ITI LTD will not be responsible if the Bidders do not get the individual intimates of such amendments due to whatever reasons. However, all such amendments shall be binding on Bidders.

5.20 Opening of Bids

1. The decision of the Authorized Committee regarding the evaluation of the bids would be final and binding upon all the Bidders.
2. The bids will be opened in the presence of the representatives of the Bidders who choose to attend, at the time, date and place, as mentioned.
3. The Bidder's names, modifications, bid withdrawals and the presence or absence of the requisite EMD and such other details considered appropriate will be announced at the bid opening.

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5.21 Evaluation of Bids

The evaluation process of the tender proposed to be adopted by the Tendering authority is indicated under this clause. The purpose of this clause is only to provide the Bidders an idea of the evaluation process that Tendering authority may adopt. However, tendering authority reserves the right to modify the evaluation process/criteria at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

The representative of the bidder, who is present, shall sign an attendance sheet evidencing their attendance. Commercial bids will remain unopened and will be held in the custody of the Tendering Authority until the time of opening of the Commercial Bids. The time, date and location of opening of the Commercial Bids will be intimated in writing or by letter/e-mail/phone by the Tendering Authority to the technically qualified bidders.

5.22 Preliminary Examination:

The Tendering authority will examine the bids to determine whether

- a) Bids are complete,
- b) The bid format conforms to the Tender requirements
- c) any computational errors have been made
- d) required Tender Fee and EMD has been furnished
- e) documents have been properly signed & the bids are not in order etc.
- f) A bid determined as not substantially responsive will be rejected by Tendering authority and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

5.221 The Tendering authority may waive off any informality, non-conformity or irregularity in a bid which does not constitute a material deviation according to the Bidder, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

5.222 The Technical Bid will be opened only of those bidders whose Pre-qualification bid is complied.

5.223 During the technical bid evaluation, ITI if found necessary, may visit the bidder's establishment at the address provided.

5.224 Bidders may be asked to give a presentation to the evaluation committee on their credentials and execution plan.

5.225 Commercial bids of only technically short listed bidders would be opened. The technically short listed bidders would be intimated to attend the opening of the commercial bid, through letter/ email.

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*Separate agreement will be signed for Data Center with the Successful bidder(s).

From Bidder's share, the following shall be deducted: -

- (a) TDS for the pending bills of Bidder raised till then
- (b) Amount pertaining to Pending bills of Electricity, Water, rent if any, etc.
- (c) Bank charges if any and Bank Guarantee charges.
- (d) Any other dues which Bidder owes to ITI.

Any LD / Penalty imposed / deductions from the bill amount by the Customer will be to Bidder's account. ITI share will be on the Basic of the corresponding Bill amount.

5.226 However, ITI Ltd. reserves the right to suspend the short listing process or any part of the process at any stage, to accept or reject any or all RFP's 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.

This RFP does not constitute any form of commitment on the part of ITI Ltd. Furthermore, this RFP confers neither the right nor an expectation on any Firm / Company to participate in the proposed Project.

5.23 Bid Security/EMD

- (a) The bidder shall furnish, as part of its bid, a bid security (EMD) for an amount of **Rs. 72,000/-** valid for a period of 180 days from the due date of bid submission. **MSME are exempted from submission of EMD.**
- (b) The bid security shall be in the form of a bank Guarantee in the enclosed format (as Annexure-II) issued by a nationalized bank in India in favor of **"ITI Limited, Bangalore Plant"** or can be submitted through Demand draft/Cheque.
- (c) Original EMD/BG/DD/Cheque shall be submitted in Pre-Qualification envelope/bid/folder. The bid security of the unsuccessful bidder will be returned as early as possible, but not before 45 days after the finalization of this RFP / award of work.
- (d) The successful bidder's bid security will be discharged upon the Selected Bidder's acceptance of the Contract and upon furnishing the required PBG to ITI.
- (e) The bid security may be forfeited:
 - i. If a bidder withdraws his bid during the period of validity specified by the bidder on the Bid form Or
 - ii. In the case of a successful bidder, if the bidder fails to accept the offer and furnish performance security within 21 days of award of work.
 - iii. In both the above cases, i.e. (i) & (ii), the bidder will not be eligible to participate in the tender for similar works for one year from the date of award of Contract. The bidder will not approach the court against the decision of ITI Ltd in this regard.

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5.24 Performance Bank Guarantee (PBG)

- (a) For works/Service tenders , the PBG value as to be fixed as 5% of the PO value including GST.
- (b) The PBG has to be furnished within 30 days from the date of issue of LOI and should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor.
- (c) The PBG is not submitted within 30 days from the date of issue of LOI, then the successful bidder may submit within 60 days with 12 % penal interest on the amount of performance bank guarantee from the 30th day to the date of submission within the cut off of 60 days. However, if PBG is not submitted within 60 days, then ITI reserve the right to cancel the LOI duly forfeiting the EMD.

In case, PBG beyond 30 days is to be accepted under specific circumstances to go with the successful bidder, then approval for the concerned director should be taken to accept PBG up to a maximum of 90 days with 12% annual interest.

- (d) Verification process of PBG has to be carried out immediately on receipt of the PBG for its genuineness.
- (e) The EMD of the successful bidder shall be discharged/released after verification of PBG.
- (f) Strict vigil on expiring PBGs must be kept in place to ensure to ensure timely extension of invocation of the case may be.
- (g) The PBG shall be released after the physical completion of the work based on 'completion certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.

5.25 Disclaimer

ITI Ltd. reserves the right to accept or reject any Bid, cancel the RFP at any time and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for ITI Ltd.'s action.

6 Award of Contract

6.1 Award Criteria

ITI Ltd. will award the Contract to the bidder who offers the Lowest offer (L1) to ITI for the CAMC of CHILLERS at ITI Datacenter.

6.2 Notification of Award

Prior to the expiration of the period of Bid validity, ITI Ltd. will notify the successful Bidder in writing or by email, to be confirmed in writing by letter, that its Bid has

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been accepted. The notification of award will constitute the formation of the Contract. ITI will enter in to an agreement with the successful bidder upon submission of following by the successful bidder.

- Unconditional acceptance of the Contract awarded.
- Signing of Non-Disclosure Agreement (NDA) in the format attached as Annexure-III
- Upon the successful Bidder's furnishing of Performance Security, ITI Ltd will promptly notify each unsuccessful Bidder.

6.3 Failures in performance of the Selected Bidder

Contract shall be executed by the Selected Bidder in accordance with the O&M requirements by ITI Ltd in its RFP / Agreement. In case of unsatisfactory performance, ITI Ltd reserves the right either to short close /cancels this Contract and recover penalty charges including Customer SLAs. The cancellation/short closing of the order shall be at the risk and responsibility of the Selected Bidder and ITI Ltd reserves the right to get the work executed at the risk and cost of the defaulting Bidder. Failure by the Selected Bidder in the performance of its contract obligations shall render him liable to any or all of the following sanctions:

- Forfeiture of its performance security,
- Imposition of Penalties as per SLA (Service Level Agreement)
- Termination of the contract for default.

If at any time during the performance of the contract, the Bidder encounters condition impending timely completion and performance of contract, the Bidder shall promptly notify to ITI Ltd in writing the fact of the failure, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder notice, ITI Ltd shall evaluate the situation and may act upon it.

If the contract is not executed to the satisfaction of ITI Ltd. & its customers in the extended period also, ITI reserves the right to short close the contract and the Performance security shall be forfeited.

6.4 LIQUIDITY DAMAGES (LD) CLAUSE:

LD shall be as per ITI Clauses (@ 0.5% of order value per week or part there of subject to a maximum of 10% of the undelivered portion/ the order value (if the item(s) cannot be used unless full supply is made) or to cancel the order and purchase the materials from alternative source at the risk and cost of the supplier) OR as per the end customer PO/Tender clause whichever is higher.

The timelines for completing the work shall be as defined in the P.O. released to the successful bidder and any delay shall trigger LD clause as mentioned above.

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Delay attributed to **Force Majeure** or enhancement in the scope of work by the way of modification or delay on the part of ITI in the clearing the site, furnishing of clarification, Supply of ITI materials etc. shall not attract LD, however a proper satisfactory justification has to be provided for the delay without which LD will be levied on the supplier.

6.5 Service Level Agreement (SLA)

(a) Equipment Availability

The Guaranteed Solution availability shall be of 99.9% measured on yearly Basis. The method of calculation is as below: -

$$\text{Availability \%} = \frac{((\text{Available Hrs.} - \text{Scheduled main Hrs.}) - \text{breakdown Hrs.}) \times 100}{(\text{Available Hrs.} - \text{Scheduled main Hrs.})}$$

Available Hours: - 8758.42 (Hrs.Min)

(b) Uptime

The uptime will be calculated on monthly basis and report will be made available to ITI.

Following formula will be used for determining uptime: -

$$\% \text{ uptime} = \frac{((\text{equipment availability measured in minutes/month}) / (\text{Total minutes/month})) \times 100}{1}$$

Where Total minutes/month = 43792 Min per month for 99.982% availability

Downtime shall be considered from the fault reporting time to fault rectification time and restoration of equipment to normal working condition.

In case the guaranteed / availability Hrs. are not met by the License Renewal Partner, the penalty clause will be applicable as per the below-mentioned table: -

Sl. No	Response in Hrs	Minor/Major Fault	
		Penalty for Failure to Response (% of Renewal value)	Penalty for Failure to Rectify Fault (% of renewal value)
1	4	-	-
2	4-8	1%	2%
3	8-12	2%	3%
4	12-24	3%	4%

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5	24-48	4%	5%
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7 SECTION IV: Bidder's Scope

7.1 SCOPE OF WORK

The vendor shall provide the following services to keep the equipment in good working condition.

- 1) The scope of work covers comprehensive on-site maintenance (CAMC) of all the CHILLERS installed in ITI DC for two years.
- 2) The replacement of all the spares is included under the CAMC. Replacement of defective parts will be at the vendor's cost with original spares of the same brand/make and peripherals as far as possible. In the event of non-availability of the spare parts, equivalent or higher configuration components should be substituted with ITI's consent. Faulty parts removed from the system may be taken by the vendor after taking consent from ITI. However, ITI can retain the same and use at its own sole discretion to maintain the equipment subject to the payment of its value to the vendor
- 3) The vendor shall maintain adequate spare machine and other spares at the site to facilitate any urgent replacement.
- 4) A technically qualified service engineer will provide online support for immediate solutions and liaisons with field engineers deputed for onsite support. The online support will be immediate 24X7 and any reinstallation/repair will be within 4 working hours.
- 5) The vendor should ensure that the equipment reported on any working day is set right within 4-8 working hours of reporting the complaint and in no case, later than one working day. In case, the hardware cannot be repaired within the stipulated period, the vendor should provide stand-by of the same till the hardware is returned duly repaired at no extra cost to Company.
- 6) The Vendor shall maintain the equipment's as per the manufacture's guidelines and shall use standard and genuine components for replacements.
- 7) Complaint can be registered either telephonically or by e-mail by respective branch/Office and proper record of the complaints to be maintained by the Vendor. Escalation matrix and name of persons coordinating comprehensive support should be submitted to ITI Department.
 - a) Minor faults immediately with telephonic support.
 - b) Major faults which require visit to branch within 4 hrs.
 - c) Repair and servicing of equipment shall be carried out at customer sites, in case the equipment is required to be transported to the vendor's/manufacture's service workshop for repairs, the same shall be undertaken at the risk and cost of the vendor.
 - d) The replacement of components shall be as per manufactures instructions and as per the decision of ITI. No hardware items or parts will be taken out for repair without prior written approval of ITI
- 8) It shall be the responsibility of the CAMC Vendor to make all the component work satisfactorily throughout the contract period and to hand over the systems in

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working condition to the ITI after expiry of the contract. In case any damage is found, the CAMC Vendor is liable to rectify in even after the contract.

- 9) Quarterly review meetings will be conducted at ITI by O&M Team, covering the following agenda:
 - a. Equipment uptime
 - b. Call analysis
 - c. Spares consumption
- 10) The maintenance partner will maintain a history card report for all equipment and accessories covered under the contract and provide it during the quarterly review meetings.
- 11) Skilled personnel equipped with necessary calibrated tools and safety equipment will be dispatched by the partner to carry out maintenance and attend to breakdown calls. They should possess the required expertise to rectify faults and handle operations safely, minimizing downtime and any negative impact on the setup.
- 12) The partner should maintain an adequate inventory of spares either at ITI, CS Site, or the nearest location with 24x7x365 accessibility. The inventory list should be reported during quarterly review meetings.
- 13) Details of the 24x7x365 call logging procedures, escalation matrix, and contact details should be provided by the partner at the beginning of the AMC. Any changes in the escalation matrix/contact details should be promptly updated.
- 14) The partner will sign a Service Level Agreement (SLA) with ITI Ltd and should not share any site information with other parties.
- 15) The partner is responsible for providing service as per the SLA for all complaints, breakdowns, and maintenance calls.
- 16) The partner will attend to all breakdown calls during the Annual Maintenance period. Breakdown maintenance includes fault finding, repair, replacement of defective parts, functional checking, and providing Root Cause Analysis (RCA) within 24 hours after rectifying the fault.

Delivery, Installation, Maintenance & Support

- a) The bidder shall ensure compatibility of the hardware, software and other equipment that they supply with the hardware and software systems being used in the ITI Data center.

7.2 Scope of Documentation: -

The successful Bidder should provide complete documentation, port details, test report, Details of features, components details, troubleshooting procedure, and escalation matrix to ITI.

Scope of OEM/Channel partner Support

- a) The contract shall be in force for one year from the date of Purchase order.
- b) OEM/Channel partner has to start the CAMC activity within a week after releasing the PO.

7.3 Non-Performance of the Contract

All the points mentioned in the OEM/Vendor Scope of Work shall be considered as Non-performance of the contract for which penalty will be applicable as per SLA.

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8 Details of Existing NON-IT Infrastructure for CAMC

The selected bidder shall provide CAMC of existing NON-IT infrastructure.

The details of Existing NON-IT infrastructure is mentioned below -

Sr.No.	Equipment	Model & Serial No.	OEM/MAKE	Capacity	AMC END by
01	Chiller- 1	Model: FOCS2/K/7203 Serial No. : C17NH00224	Climaveneta	455 TR	27.07.2024
02	Chiller- 2	Model: FOCS2/K/7203 Serial No. C17NH00223	Climaveneta	455 TR	27.07.2024
03	Chiller- 3	Model: FOCS2/K/7203 Serial No. C17NH00221	Climaveneta	455 TR	27.07.2024
04	Chiller- 4	Model: FOCS2/K/7203 Serial No. C17NH00222	Climaveneta	455 TR	27.07.2024

9 SECTION V: Bid Evaluation Methodology

Evaluation of the Bidder will be done as follows: -

1. Prequalification Bid will be opened first on the date and time specified under the Calendar of Events.
2. Technical Bid of those who qualify in the prequalification bid will be opened on the same day. It will be analyzed by the authorized Committee to ensure that the Bidder has complied with all the clauses of the RFP.
3. In case of any non-compliance / lack of clarity, if the Committee feels it necessary, the same shall be clarified with the Concerned Bidder.
4. Unpriced commercial Bid enclosed with the Technical Bid, will be analyzed to ensure that the quoted items are in line with the RFP.
5. In case of any non-compliance / lack of clarity, if the Committee feels it necessary, the same shall be clarified with the Concerned Bidder.
6. Bidders will be informed of the Commercial Bid Opening Date and the Commercial Bid will be opened at the specific time and date.
7. The bidder who offers Lowest Rate (L1) for the CAMC of CHILLERS will be awarded the Contract.

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10 SECTION VI: Commercial

1. The Bidder shall keep the price valid for a period of 180 days from the date of Bid Opening. ITI further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a Bidder.
2. Bidder shall quote for all the items as specified in the price bid.
3. The successful bidder is held responsible for the overall deliverables during the period of contract. The prices, once offered, must remain firm and must not be subject to escalation for any reason whatsoever within the period of the project.

10.1 Details of Commercial Bid Quoted

Bidders have to submit a document with clear detailed description of the service offering for the below categories. Bidders have to indicate clearly in detail for his service offerings for the below categories in Finance Bid Response document only, as per format specified.

Note: All prices shall be in INR and inclusive of all incidental charges including taxes/ duties.

10.2 The Commercial Bid Format for evaluation

The commercial format considering for selecting the Bidder will be as follows: -

Item wise BoQ							
Tender Inviting Authority: ITI LIMITED							
Name of Work: Request for Proposal (RFP) for the CAMC of CHILLERS of ITI Data Centre in Bangalore							
Contract No: RFP Ref No.:ITI/BGP/IT-DC/2024/2162; Dated: 22/08/2024							
Name of the Bidder/ Bidding Firm / Company :							
1. PRICE SCHEDULE							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
NUMBER #	TEXT #	TEXT #	TEXT #	TEXT #	NUMBER #	NUMBER #	NUMBER #
Sl. No.	Item/Equipment	Model No.	OEM/Make	Capacity	Price (RS.)	GST	Total Price Inc. GST(Rs.)
1	2	3	7	8			
	4 Chillers of Make Climaveneta with Model No. FOCS2/K/7203 each capacity of 455 TR.						0
Total							
Financial evaluation will be done based on rates provided above.							

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From Bidder's payment, the following shall be deducted: -

- TDS for the pending bills of Bidder raised till then.
- Any deductions from the bills like penalty

10.3 Payment Terms:

The Bidder must accept the payment terms proposed by ITI. The commercial bid submitted by the Bidder must be in conformity with the payment terms proposed by ITI. Any deviation from the proposed payment terms would not be accepted. ITI shall have the right to withhold any payment due to the Bidder, in case of failures or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of ITI. Bidder will have to submit a document explaining all the Quoted costs.

10.4 Billing and Payment Realization

All payments to the successful Bidder shall be made by ITI Ltd. upon submission of invoices along with the related documents and acceptance by ITI Ltd.

- Billing will be on a Quarterly(End of every quarter) basis with a satisfactory report signed by the ITI.
- Payment will be within 30 to 45 days of submission of the bill.

11 SECTION VII: GENERAL TERMS AND CONDITIONS

a. USE OF CONTRACT DOCUMENTS AND INFORMATION

The Bidder shall not, without prior written consent from ITI Ltd disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of this assignment in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

The Bidder shall not, without prior written consent of ITI Ltd make use of any document or information made available for this assignment, except for purposes of performing the Contract. All project related document issued by ITI Ltd, other than the Contract itself, shall remain the property of the ITI Ltd and shall be returned (in all copies) to the ITI Ltd on completion of the Bidder's performance under the Contract if so required by the ITI Ltd.

b.FORCE MAJEURE

If at any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or fails by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, flood explosion epidemic, quarantine restrictions, strike, lockout or acts of god(here after referred to "eventuality"),provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall by

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reason of such an “eventuality” be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or failure in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such “eventuality” has come to an end or cease to exist. In case of any dispute, the decision of Chairman ITI Ltd shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or failure by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the purchaser shall be at liberty to take over from the Selected Bidder at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out component and other stores in the course of materials, bought out components and other stores in the course of manufacturer which may be in the possession of the Selected Bidder at the time of such termination, or such portion thereof as the purchaser may deem fit, except such materials, as the Selected Bidder may, with the concurrence of the Purchaser, elect to retain.

c. TERMINATION FOR DEFAULT

ITI Ltd may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Selected Bidder, terminate this contract in whole or in part. If the Selected Bidder fails to submit the report as per the scope of work within the time period (s) specified in the contract, or any extension thereof granted by ITI Ltd If the Selected Bidder fails to perform any other obligations under the contract; and If the Selected Bidder, in either of the above circumstances, does not remedy his failure within the time period of 15 days (or such longer period as ITI Ltd may authorize in writing) after receipt of the default notice from ITI Ltd.

d. TERMINATION OF INSOLVENCY

The ITI Ltd may at any time terminate the contract by giving written notice to the Selected Bidder, without compensation to the Selected Bidder. If the Selected Bidder becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the ITI Ltd.

e. TERMINATION FOR CONVENIENCE

ITI Ltd. by written notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for its convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

f. ARBITRATION

In the event of any dispute or difference arising under this agreement or in connection therewith (except as to the matter, the decision to which to which is specifically provided under this agreement) the same shall be referred to the sole arbitration of the Chairman ITI Ltd or in case his designation is changed or his office is abolished, then in such cases

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to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the Chairman ITI Ltd or by whatever designation such officer may be called (herein after referred to as the said officer), and if the Chairman ITI Ltd or the said officer is unable or unwilling to act as such then to the sole arbitration of some other person appointed by the Chairman ITI Ltd or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.

There will be no objection to any such appointment on the ground that the arbitrator is a government servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government servant he has expressed his views on all or any of the matter in disputes. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the Chairman ITI Ltd or the said officer shall appoint another person to act as an arbitrator in accordance with the terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out his predecessor. The arbitrator may from time to time with the consent of both the parties; enlarge the time frame for making and furnishing the award. Subject to the aforesaid, Arbitration and Conciliation Act 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this rule. The venue of the arbitration proceeding shall be the office of the Chairman ITI Ltd., Bangalore.

g. LEGAL JURISDICTION

All legal disputes are subject to the jurisdiction of Bangalore courts only.

h. SET OFF

Any sum of money due & payable to the Selected Bidder (including security deposit refundable to him) under this contract may be appropriated by the ITI Ltd or any other person or persons contracting through the ITI Ltd and set off the same against any claim of the ITI Ltd or such other person or person for payment of a sum of money arising out of this contract or under any other contract made by the Selected Bidder with ITI Ltd. or such other person or persons contracting through ITI Ltd. regarding this RFP.

i. FORE CLOSURE / RESTRICTION / DEVIATION OF CONTRACT

If at any time after acceptance of the RFP ITI Ltd. decides to abandon or reduce the scope of the work for any reason whatsoever, the Project in-charge shall give notice in writing of the fact to foreclose or restrict the scope of work to the Selected Bidder and the Selected Bidder shall have no claim to any payment of compensation or otherwise whatsoever, on account of any loss of profit or advantage which he might have derived from the execution of the work.

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j. CONFIDENTIALITY

The Bidder shall not use or disclose to any third party, except for the purpose of the observance of these terms and Conditions any confidential information of ITI Ltd. The successful bidder shall be required to sign an NDA in the format attached as Annexure-III.

k. COMPLETENESS OF TENDER OFFER

The Bidder is expected to examine all instructions, forms, terms, conditions and deliverables in the Tender Documents. Failure to furnish all information required by the tender documents or submission of a tender offer not substantially responsive in every respect to the tender documents will be at the Bidder's risk and may result in rejection of its tender offer. The tender offer is liable to be rejected outright without any intimation to the Bidder.

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ANNEXURE-I: BID SECURITY FORM / EMD / BG

Whereas..... (hereinafter called “the Selected Bidder”) has submitted its offer dated..... against RFP.No. ITI/BGP/IT-DC/2024/2162; Dated: 24/06/2025, KNOW ALL MEN by these presents that WE..... OF..... having our registered office atare bound unto ITI Ltd. In the sum of Rs..... for which payment will and truly to be made of the said ITI LTD., the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

- 1. If the Bidder withdraws his bid during the period of bid validity specified by the Selected Bidder on the Bid form or
 - 2. If the Bidder, having been notified of the acceptance of his bid by ITI Ltd. during the period of bid validity
- (a) Fails or refuses to execute the Contract, if required; or
- (b) Fails or refuses to furnish the Performance Security, in accordance with the terms of RFP.

We undertake to pay to ITI Ltd. up to the above amount upon receipt of its first written Demand, without ITI Ltd. having to substantiate its demand, provided that in its demand, ITI Ltd. will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force as specified in clause 21 of Section 2 of the Bid Document up to and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority.
Name
Signed in Capacity of
Name & Signature of witness Full address of Branch
Address of witness Tel No. of Branch
Fax No. of Branch
.....

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ANNEXURE-II: PERFORMANCE SECURITY GUARANTEE BOND/PBG

1. Against contract vide Advance Acceptance of the Bid No. _____ dated _____ covering _____ (hereinafter called the said "Contract") entered between ITI LIMITED (ITI LTD) (hereinafter called the "Purchaser") and M/s _____ (hereinafter referred to as the "BIDDER") this is to certify that at the request of BIDDER, we _____ Bank Ltd., are holding in trust in favour of the Purchaser, the amount of _____ (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by BIDDER of any of the

Terms and Conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by BIDDER and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

2. We _____ Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by BIDDER i.e. till _____ (viz the date up to _____ years and _____ months after the date of commencement of service by BIDDER) hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd., by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd., notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd., by the Purchaser before the said date. Payment under this letter of Guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd. Undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.

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

5. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and BIDDER shall have no claim against us for making such payment.

6. We _____ bank Ltd., further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by BIDDER from time to time or to postpone for any time from time to time any of the powers exercisable by the Purchaser against the said BIDDER and to forbear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said BIDDER or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties would, but for this provision have the effect of so releasing us from our liability under this guarantee.

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

Date _____

Place _____ Signature _____ (Bank's common seal)

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ANNEXURE-III: MUTUAL NON- DISCLOSURE AGREEMENT

This Agreement is made as of the ----- 2023 between ITI Ltd. having its registered and Corporate office at Dooravani Nagar, Bangalore-560016

And -----hereinafter called ITI Ltd. which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and (M/s. -----) a company having its registered office at ----- herein after called “The Bidder” which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas in order to pursue the mutual business purpose of this particular Consultancy as specified in Exhibit A (the “Business Purpose”), ITI Ltd. and M/s ----- recognize that there is a need to disclose to one another certain information, as defined in Para 1 below, of each party to be used only for the Business purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of the other party’s disclosure of such information, each party agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party, including information listed in Exhibit A attached hereto and other information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party (“Confidential information”).

Information consists of certain specifications, designs, plans, drawings and /or technical information, and all copies and derivatives containing such information, that may be disclosed to one another for and during the purpose, which a party considers proprietary or confidential (“Information”). Information may be in any form or medium, tangible or intangible, and may be Communicated/disclosed in writing, orally, or through visual observation or by any other means to one party (hereinafter referred to as the receiving party) by the other party (hereinafter referred to as one disclosing party).

Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party within thirty (30) days of the initial disclosure.

2. M/s ----- and ITI Ltd hereby agreed at during the Confidentiality Period:

ITI Ltd. RFP. No. ITI/BGP/IT-DC/2024/2162; Dated: 24/06/2025

- a. The receiving party shall use Information only for the Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to

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Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project as defined in exhibit A, shall cause its employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential to fulfilling the purpose, and shall prevent disclosure of information to third parties.

- b. Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed. Provided, however. That an archival copy of the Information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the Information.
3. The foregoing restrictions on each party's use or disclosure of Information shall not apply to Information that the receiving party can demonstrate
- a. was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or
 - b. has become generally available to the public without breach of confidentiality obligations of the receiving party; or
 - c. was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure; or
 - d. is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however that the receiving party has given the disclosing party prompt notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure and appropriate protective order; or
 - e. is disclosed with the prior consent of the disclosing party; or
 - f. was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or
 - g. the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.
4. Each party agrees not to remove any of the other party's Confidential Information from the premises of the disclosing party without the disclosing party's prior

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written approval. Each party agrees to exercise extreme care in ITI Ltd. RFP. No. ITI/BGP/IT-DC/2024/2162; Dated: 24/06/2025 protecting the confidentiality of any confidential information, which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Each party agrees to comply with any and all terms and conditions the disclosing party's may impose upon any such approved removal, such as conditions that the removed confidential information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.

5. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's confidential information all copies thereof.
6. Each party recognizes and agrees that all of the disclosing party's confidential information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such confidential information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
7. Access to information hereunder shall not preclude an individual who has seen such information for the purpose of this agreement from working on future projects for the receiving party which relate to similar subject matters provided that such individual does not make reference to the information and does not copy the substance of the information during the confidentiality period. Furthermore, nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any general learning, skills or know how developed by the receiving party's personnel under this agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the information.
8. As between the parties, all information shall remain the property of the disclosing party. By disclosing information or executing this agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection rights, trade secret or any other intellectual property right. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION.

Execution of this agreement and the disclosure of information pursuant to this agreement does not constitute or imply any commitment, promise, or inducement

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by either party to make any purchase, or sale or to enter into any additional agreement of any kind.

9. Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.
10. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.
11. M/s ITI Ltd. has sole rights for the feasibility report submitted by M/s. -----
-----for its use with other successful bidder for next Phase (if any). If there is any conflict between earlier clauses and this clause, then this clause shall prevail.
12. That in case of any dispute or differences, breach & violation relating to the terms of the agreement. The said matter or dispute, difference shall be referred to sole arbitration of Chairman ITI Ltd or any other person appointed by him. That the award of the arbitrator shall be final and binding on both parties. In the vent of such arbitrator to whom the matter is originally referred to is being transferred or vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the Chairman ITI Ltd shall appoint another person to act as Arbitrator in place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by his predecessor. The M/s ----- will have No Objection in any such appointment, that arbitrator so appointed is employee of ITI Ltd... The said Arbitrator shall act under the Provisions of the Arbitrator and Conciliation Act, 1996 or any statutory modifications or reenactment there of any rules made thereof.
13. This Agreement and Exhibit A attached hereto constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other Party's written consent.
14. This Agreement will remain in effect for one year from the date of the last disclosure of Confidential Information., at which time it will terminate, unless extended by the disclosing party in writing.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement by Their duly
authorized officers or representatives.

(M/s-----)
Signature_____.
Printed Name: _____.
Title: _____.
ITI Ltd

(M/s ITI Ltd.)
Signature: _____.
Printed Name: _____.
Title: _____

RFP No. ITI/BGP/IT-DC/2024/2162; Dated: 24/06/2025
Exhibit A

Business Purpose: CAMC of CHILLERS of ITI Datacenter for 2 years .

Confidential Information of M/s. ITI Ltd. w.r.t RFP No. ITI/BGP/IT-DC/2024/2162;
Dated: 24/06/2025

- All sites and their related information.
- All information shared in oral or in written form by ITI Ltd. with M/s -----
- Information downloaded or taken in physical form shall be returned/destroyed after use not copied.

ITI Ltd: _____
Signed

M/s -----
Signed

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ANNEXURE-IV: INTEGRITY PACT

GENERAL

This pre-bid pre-contract agreement (hereinafter called the Integrity Pact) is made on day of the month of, between, ITI Limited, ITI Bhavan, Dooravaninagar, Bangalore – 560016, India, (hereinafter called the "M/S ITI LIMITED", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s (address of the Bidder) (Hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the M/S ITI LIMITED proposes to invite Request for Proposal(RFP) for selection of a BIDDER for the CAMC of CHILLERS of ITI Datacenter and the BIDDER is willing to participate in the RFP as per the terms and conditions mentioned thereon;

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership company (strike off whichever is not applicable), constituted in accordance with the relevant law in the matter and the M/S ITI LIMITED is a PSU under the Department of Telecommunications, Ministry of Communications & IT, Government of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

- Enabling the M/S ITI LIMITED to select a BIDDER for establishing and managing the Data Center Project for ITI through the RFP in a transparent and corruption free manner, and
- Enabling BIDDERS to abstain from bribing or Indulging in any corrupt practice in

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order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the M/S ITI LIMITED will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact & agree as follows

1. Commitments of the M/S ITI LIMITED

1.1 The M/S ITI LIMITED undertakes that no official of the M/S ITI LIMITED, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The M/S ITI LIMITED will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the M/S ITI LIMITED will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the M/S ITI LIMITED with full and verifiable facts and the same is prima facie found to be correct by the M/S ITI LIMITED, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the M/S ITI LIMITED and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the M/S ITI LIMITED the proceedings under the contract would not be stalled.

3 Commitments of BIDDER

3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

a) The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the M/S ITI LIMITED, connected directly or indirectly with the bidding process, or to any person, organization or

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third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

b) The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the M/S ITI LIMITED or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or, execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

c) BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

d) BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

e) The BIDDER further confirms and declares to the M/S ITI LIMITED that the BIDDER is the original Selected Bidder / Project integrator for Data Center and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the M/S ITI LIMITED or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such, intercession, facilitation or recommendation.

f) The BIDDER either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the M/S ITI LIMITED or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

g) The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

h) The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

i) The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the M/S ITI LIMITED as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

j) The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

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k) The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

l) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the M/S ITI LIMITED, or alternatively, if any relative of an officer of the M/S ITI LIMITED has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of RFP Response. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

m) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the M/S ITI LIMITED.

4 Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any 'corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5 Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the M/S ITI LIMITED to take all or any one of the following actions, wherever required: -

a) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

b) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

c) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the M/S ITI LIMITED resulting from such cancellation/rescission.

d) To recover all sums paid in violation of this Pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

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5.2 The M/S ITI LIMITED will be entitled to take all or any of the actions mentioned above, also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the M/S ITI LIMITED to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6 Independent Monitors

6.1 The M/S ITI LIMITED appoints Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

6.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

6.4 Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of meetings.

6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the M/S ITI LIMITED.

6.6 The BIDDER(s) accept(s) that the Monitor has the right to access without restriction to all Project documentation of the M/S ITI LIMITED including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER with confidentiality.

6.7 The M/S ITI LIMITED will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

6.8 The Monitor will submit a written report to the designated Authority of M/S ITI LIMITED within 8 to 10 weeks from the date of reference or intimation to him by the M/S ITI LIMITED I BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

7 Facilitation of Investigation

Request for Proposal (RFP) for the CAMC of CHILLERS of ITI Data Centre in Bangalore

7.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the M/S ITI LIMITED or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8 Law and Place of Jurisdiction

8.1 This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the M/S ITI LIMITED.

9 Other Legal Actions

9.1 The actions 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.

10 Validity

10.1 The validity of this Integrity Pact shall be from date of its signing and extend up to the contract period with the M/S ITI LIMITED in case a contract is signed. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

11 The parties hereby sign this Integrity Pact.

M/S ITI LIMITED

BIDDER

Bangalore Plant

ITI Limited, Bangalore-560016

CHIEF EXECUTIVE OFFICER

M/s (address)

Place: Bangalore

Place:

Date:

Date:

Witnesses:

1.

1.

Request for Proposal (RFP) for the CAMC of CHILLERS of ITI Data Centre in Bangalore

ANNEXURE V : BID SECURITY DECLARATION

(To be submitted on the letterhead of the Company)

To,

DGM-MMR,
ITI LTD, Bangalore Plant
Dooravani Nagar,
Bangalore,
Karnataka , 560016

Reference:- RFP Ref. No ITI/BGP/IT-DC//20242162, Dtd: 24/06/2025

I/We, irrevocably declare as under:-

- I. I/We understand that, as per Clause..... of Bid conditions, bids must be
 - i. supported by a Bid Security Declaration in lieu of Earnest Money Deposit.
- II. My/Our firm/company is registered as a MSME vide registration
 - i. No dated..... (copy enclosed) hence exempted
from bid security/EMD (as per Rule 170 of GFR, as amended).
- III. I/we hereby undertake the following: -
 - (a) that all obligations in respect of General and Special Conditions as per the Bid documents will be fulfilled by me/our organization.
 - (b) that if I/we withdraw or modify our Bid during the period of validity, or if I/we fail to submit performance security before the deadline defined in the request for Bid documents, I/we may be suspended for the period of time specified in the request for bids documents from being eligible to submit Bids for contracts with ITI LTD

Seal of Company Signature
(Name & designation of the
authorized person signing the Bid
Security Declaration form)

Request for Proposal (RFP) for the CAMC of CHILLERS of ITI Data Centre in Bangalore

This section provides the outline, content and the formats that the Bidders are required to follow in the preparation of the Pre-Qualification Bid

Format 1 – General Information of the Bidder

The Registered name of the company	
Address of Registered office	
Registration Number and Registration Authority	
Year of Incorporation	
Legal Status (Public or Private) Public or Private Ltd. Technological Collaborations	
Business Address for correspondence Street: City: Pin Code: Telephone/: Email: URL:	
Name of the contract/ Authorized person	
Contact's Designation	
Contact address if different from above	
Quality Certifications (Enclose Certificates copy)- ISO 9001-2015 mandatory	
Details of EMD/EMBG furnished Amount Date Bank & Branch	
Details of Bangalore office.	

**Request for Proposal (RFP) for the CAMC of CHILLERS of ITI Data
Centre in Bangalore**

Format 2 – Particulars of Turnover

Functional Year	Turnover	Net worth of the company as on 31 st March 2024
2021-22		
2022-23		
2023-24		

Note: The Particulars of Turnover in Form 2 has to be certified by company auditor or Company authorized signatory. Please attach annual reports for years 2021-22, 2022-23 and 2023-2024.

Request for Proposal (RFP) for the CAMC of CHILLERS of ITI Data Centre in Bangalore

Format 3 – Pre-Qualification Bid Letter

To,
Additional General Manager – IMM
Mailing Section, Bangalore Plant,
ITI Limited, Dooravaninagar, Bangalore-560016,
Karnataka, India.

Subject: For the

Reference: “RFP Ref.: ITI/BGP/IT-DC/2024/2162; Dated: 24/06/2025

Sir,
We, the undersigned Bidders, having read and examined in detail all the RFP documents, do hereby propose to provide the services as specified in the RFP document number “RFP Ref.: ITI/BGP/IT-DC/2024/2162; Dated: 24/06/2025 along with the following:

1. EARNEST MONEY DEPOSIT (EMD)

We have enclosed an EMD in the form of a Demand Draft for the sum of **INR 72,000** This EMD is liable to be forfeited in accordance with the provisions of the Section VII - General Conditions of the Contract.

2. CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed in Annexure II - Performa and as per Section VII - General Conditions of Contract.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a bid you receive.

Thanking you,
Yours faithfully,
(Signature of the Bidder)

Name

Designation

Seal Date & Business Address:

Request for Proposal (RFP) for the CAMC of CHILLERS of ITI Data Centre in Bangalore

Format 4 – Technical Bid Qualification Criteria

S. No.	Criteria	Documents to be submitted	Page No.
1	The bidder should be a company registered under the Companies Act, 2013 since last 5 years as on 31.03.2025.	Certificate of incorporation and Self Certification of being in the Information Technology business for the last 5 years should be attached.	
2	der should be an established Information Technology company/ DC Infra System Integrator company and should have been in the business for a minimum period of five years as on 31.03.2025. Consortium is not permitted.	1. CIN, MOA and/or 2. Business Registration Certificate and/or 3. Work Orders confirming year and area of activity.	
3	The bidder should be an OEM / Authorized channel partner of OEM.	In the case of channel partners, 1. MAF & Authorization from respective OEM should be addressed to the Tenderer (ITI) 2. Certificate of Authorized channel partner proving the validity of association.	
4	OEM/Channel partner should have an office in Bangalore.	Address proof and contact details of the Bangalore office.	
5	e bidder should have a positive net worth as on 31-03-2024. They should have annual turnover of more than Rs.11 Lakh on an average for last three Financial Years ending on 31.03.2024.	Chartered Accountant certificate for Networth, Turnover and PAT should be attached. Copy of the audited profit and loss account/ balance sheet/ annual report of last three financial years (up to 31-Mar-24) should be attached. Also submit Provisional Financial statements for FY 2023-24	
6	The Bidder should have experience in supply, Installation and commissioning of Chillers preferably to any DATA Center during the last three years as on 31.03.2023. (iii) One PO to the value of 29.11 Lakh OR	A copy of the work order and client certificates should be attached. The Bidder must produce a completion / satisfactory certificate from the customer stating that the project is completed /is being executed satisfactorily.	

**Request for Proposal (RFP) for the CAMC of CHILLERS of ITI Data
Centre in Bangalore**

	(ii) Two POs to the value of Rs. 18.19 Lakh each OR Three POs to the valued of Rs.14.55 Lakh each PO / Work Order Value Covering above Scope of work will be considered		
7	Certificates	Valid ISO 9001 certificate.	
8	The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.	Declaration in this regard by the authorized signatory of the bidder should be attached.	
9	The bidder should furnish, as part of its bid, an Earnest Money Deposit (EMD) of Rs. 72,000. MSME are exempted from submission of EMD.	The EMD should be in the Indian rupees and should be in the form Banker's Cheque/ Bank Guarantee from any Scheduled / Nationalized Commercial Bank. MSME should submit EMD declaration form as per Annexure V	
10	Once PO is released, a 5% of PBG should be given against the PO value (Including GST) for the entire period of the contract.	The PBG should be submitted as per the format given in Annexure II.	

Request for Proposal (RFP) for the CAMC of CHILLERS of ITI Data Centre in Bangalore

Format 5 - Declaration Regarding Clean Track Record

To,
Additional General Manager – IMM
Mailing Section, Bangalore Plant,
ITI Limited, Dooravaninagar, Bangalore-560016,
Karnataka, India.

Sir/Mam,

I have carefully gone through the Terms & Conditions contained in the RFP Document
“RFP Ref.: ITI/BGP/IT-DC/2024/2162; Dated: 24/06/2025 CAMC of 4 Nos of
Chillers for 2 years. I hereby declare that my company has not been debarred/black
listed by any Government / Semi- Government organizations in India. I further certify
that I am competent officer in my company to make this declaration.

Yours faithfully,
(Signature of the Bidder)

Name

Designation

Seal

Date:

Business Address:

Request for Proposal (RFP) for the CAMC of CHILLERS of ITI Data Centre in Bangalore

Format 6 – Declaration of Acceptance of Terms & Conditions in the RFP

To,
Additional General Manager – IMM
Mailing Section, Bangalore Plant,
ITI Limited, Dooravaninagar, Bangalore-560016,
Karnataka, India.

Sir,
I have carefully gone through the Terms & Conditions contained in the RFP Ref.:
ITI/BGP/IT-DC/2024/2162; Dated: 24/06/2025 for the CAMC of 4 nos of Chillers for
two years.

I declare that all the provisions of this RFP Document are acceptable to my company. I
further certify that I am an authorized signatory of my company and am, therefore,
competent to make this declaration.

Yours faithfully,
(Signature of the Bidder)
Name
Designation
Seal
Date:

Request for Proposal (RFP) for the CAMC of CHILLERS of ITI Data Centre in Bangalore

Format 7 – Technical Bid Letter

Format for Response to RFP Ref.: ITI/BGP/IT-DC/2024/2162; Dated: 24/06/2025
Technical

To,
Additional General Manager – IMM
Mailing Section, Bangalore Plant,
ITI Limited, Dooravaninagar, Bangalore-560016,
Karnataka, India.

Dear Sir,

Subject: CAMC OF 4 NO. OF CHILLERS FOR 2 YEARS

Reference: RFP Ref.: ITI/BGP/IT-DC/2024/2162; Dated: 24/06/2025

We, the undersigned Bidders, having read and examined in detail all the RFP documents do hereby propose to provide the services as specified in the RFP document number RFP Ref.: ITI/BGP/IT-DC/2024/2162; Dated: 24/06/2025 along with the following:

1. Earnest Money Deposit (EMD)

We have enclosed an EMD in the form of a BC/BG for the sum of Rs. 72,000/- This EMD is liable to be forfeited in accordance with the provisions of - General Conditions of the Contract.

2. Deviations

We declare that all the services shall be performed strictly in accordance with the RFP documents except for the variations, assumptions and deviations, all of which have been detailed out exhaustively in the following statements, irrespective of whatever has been stated to the contrary anywhere else in our RFP:

3. Statement of Deviations from RFP Terms and Conditions is as specified in General Terms and Conditions

4. Further we agree that additional conditions or assumptions, if any, found in the RFP documents other than those stated in deviation schedule shall not be given effect to.

Contract Service Level Agreement (SLA)

5. We hereby declare that in case the contract is awarded to us, we shall submit the Contract Performance Guarantee Bond in the form prescribed in the RFP.

6. Bid Validity Period

Request for Proposal (RFP) for the CAMC of CHILLERS of ITI Data Centre in Bangalore

We agree to abide by this Bid for a period of 180 days from the due date of bid submission or for any further period for which Bid validity has been extended and it shall remain binding upon us and Bid may be accepted at any time before the expiration of that period.

We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the Bid is true and correct to the best of our knowledge and belief.

We understand that our Bid is binding on us and that you are not bound to accept a Bid you receive.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date: