



ITI LIMITED, Palakkad

Request For Quotation (RFQ) For

Leasing out SMT Machinery Line Available at ITI Palakkad Plant

on

As is where is condition

RFQ Reference No: ITI/PKD/MKTG/2026/0039

Sub: Request for Quotation (RFQ) for Leasing out SMT Machinery Line

ITI Limited, a Central Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications & IT, is a leading Telecom equipment manufacturer and solution provider in India. The major customers are BSNL, ISRO, Defense and Railways.

This is an RFQ for Leasing out SMT Machinery Line available at ITI Limited Palakkad, Kerala on as is where is condition. RFQ is hereby invited in two bid system from reputed , experienced and financially sound organizations working in the Electronics/Semiconductor/Automobile Industry for leasing out the SMT Machinery Line under lease agreement.

ITI invites responses through sealed Request for Quotation (RFQ) from reputed and competent Firms, having good credentials in the above sectors.

The RFQ will be processed as OPEN TENDER in Two BID System.

Schedule

RFQ Issue Date	23/03/2026
Due date for submission for clarifications	30/03/2026
Due date for uploading of clarifications	04/04/2026
EMD	Rs.7,74,000
Due date for submission of bid	15/04/2026 15:00 Hrs
Technical Bid Opening at ITI Palakkad	15/04/2026 15:30 Hrs
Validity	180 days
Mode of submission	Online mode only at https://itilimited.ewizard.in/
Contact person for e-tendering:	Gagan, Mob: 8448288987, Nithin, Mob: 8448288986

Submission of response to this RFQ shall be deemed to have been done after careful study and examination of this document with full understanding of its Scope, Terms, conditions & Implications.

Thanking you,
For ITI Ltd, Palakkad


ITI Limited, Kanjikode West P.O, Palakkad 678623

Ph: 0491-2568844, Mobile: +91-8547435939

Email: mkt_pkd@itilttd.co.in ; karthikeyanm_pkd@itilttd.co.in

1. About ITI Limited

ITI Limited, country's premier telecom company and multi-unit central public sector undertaking, is a total solutions provider in telecommunications segment. The company has state-of-art manufacturing facilities in six locations (Bengaluru, Naini, Raebareli, Mankapur, Srinagar and Palakkad) along with an in-house R&D centre in Bengaluru and marketing, sales & projects (MSP) offices spread across the country.

2. Scope of RFQ

This is an RFQ for Leasing out SMT Machinery Line at ITI Limited Palakkad, Kerala. RFQ is hereby invited in two bid system from reputed, experienced and financially sound organizations working in the Electronics/Semiconductor/Automobile Industry for leasing out the SMT Machinery Line under lease agreement.

Proposed lease of machine will be only in the 'as-is-where-is' condition. However the bidder may visit the site to access the machinery condition before quoting the rates. No claim on account of lack of knowledge will be entertained later on. Financial bid shall be opened only of those bidders who qualify in Eligibility and Technical bid.

Proposer may refer instruction, proposed lease terms and submit bid. ITI Ltd reserves itself the right to reject any of received bid responses. ITI LTD also reserve the right to add or remove items proposed for leasing out in a later stage.

ITI LTD may, for any reason carry out amendment(s) to this RFQ document at any time before or after publication of RFQ. Amendments including extension of due date if any will be made available in website <https://itilimited.ewizard.in/>. Interested parties are advised to visit website regularly until proposals are opened.

Note- The above enquiry is also available on the website www.itiltdtd.in, www.eprocure.gov.in for viewing purpose and for participation & submission on <https://itilimited.ewizard.in>.

3. Machinery & Area proposed for leasing out:

SL No.	Machine Name		Details of the M&P available at the firm					Photograph
	Name	Name of M&P	Model	Make	Machine no.	Year of Built	Range/ Capacity	
1.	SMT Automatic Printers	SMT Automatic Printers	GPX-C	Fuji	G0167	JUN 2017	Speed-1 to 200 mm per second. PCB sizes- from 48 x 48 mm to 610 x 610 mm	
2.	SMT Pick & Place Machines	SMT Pick & Place Machines	NXTIII M3(2+1)	Fuji	SD0102 652 AND SD0086 519	JUN 2021 AND JUN 2017	Each module can achieve a throughput of up to 35,000 chips per hour (cph)	

			AIMEXII	Fuji	SD0086 521	JUN 2017	27,000 components per hour (CPH)	
			AIMEXII I	Fuji	000093	JUN 2017	-	

3.	Reflow Soldering Ovens	Reflow Soldering Ovens	JTR 1000I- n 10 Zones	SHENZHEN NJT AUTOMATION	1- 170508 11-01	JUN 2017	one layer PCBs to complex, 20 layer, thick PCBs.	
4.	PCB Loader & Unloader	PCB Loader & Unloader	AUD- CE	YJLINK	1703- 0077- 01-FG- 0484 AND 1703- 0077- 02-FG- 0485	APR 2017	50 PCB'S PER MAGAZINE	<p>PCB Loader</p> 

								PCB Unloader	
5.	Solder Paste Mixer	Solder Paste Mixer	SR-500	Thinky Corporation	SR30165	2017	-		

6.	3D Solder Paste Inspection	3D Solder Paste Inspection	KY8030-2	KOHYOUNG TECHNOLOGY Inc.	SS-SL-02047	MAY 2017	inspection capabilities for micro-solder deposits (0201/01005 components) at speeds over 90 cm square /sec	
7.	3D Automatic Optical Inspection Machine	3D Automatic Optical Inspection Machine	Zenith Lite	KOHYOUNG TECHNOLOGY Inc	AS-SL-00205	APRIL 2017	offer superior inspection capacity for high-density SMT lines, handling components down to 01005 (0402 metric) and specialized 03015 sizes. They provide true 3D measurement with 15-20 um resolution, covering PCB sizes up to 850 x 690 mm and inspection heights up to 25 mm standard	

➤ The area being leased out along with Infrastructure is approximately 3970 Sq Ft.

4. Eligibility Requirement

- 4.1. The Bidder must be a registered company in India (Public, Private, partnership companies, proprietary) under the Companies Act 2013/Companies Act 1956 or any other prevalent rule / act, having at least three years of existence, as on bid published date.
- 4.2. The bidder must be preferably be engaged in business of Electronics/Semiconductor/ Automobile Industry during last 3 years as on bid date. Claims supported by valid documents.

OR

The bidders shall furnish PO copies/performance certificate with complete information regarding their minimum 3 years' experience.

- 4.3. The Bidder shall essentially have an average annual turnover of Rs. 23 Cr during the last 03 financial years.
- 4.4. The Bidder must have a positive net worth as on bid published date - Turnover certificate of bidder clearly indicating the net-worth and signed by CA to be submitted.
- 4.5. The bidder should have valid PAN number (Copy to be submitted along with the bid).
- 4.6. The bidder should have valid GSTIN registration number (Copy to be submitted along with the bid). There should not be any GST default in the name of the party/Organization. Relevant documents & declarations shall be submitted.
- 4.7. The bidder must not have been blacklisted or been barred by any agency of the Central Government, State Government, any statutory Authority or any Public Sector Undertaking as the case may be, from participating in any bid.
- 4.8. The Bidder from a country which shares a land border with India will be eligible only if they are registered with the competent authority as per Govt. of India order, issued by Ministry of Finance vide No.F.No.6/18/2019-PPD dated 23/07/2020. Annexure IV to be submitted.
- 4.9. If the bidder is a Micro or Small Enterprise as per latest definitions under MSE rules and Department of Expenditure's OM No.F.20/2/2014-PPD dated 20.09.2016, the bidder shall be eligible for relaxations as per Govt norms. Substantial evidence shall be submitted to claim exemption.
- 4.10. If the bidder is a startups, the bidder shall be eligible for relaxations as per Govt norms. Substantial evidence shall be submitted to claim exemption.

5. Instruction to Bidders:

- 5.1. Interested parties are invited to submit their offer along with details of their organization enclosing all relevant supporting documents.
- 5.2. An EMD of **Rs. 7,74,000/-** (Rupees Seven Lakh Seventy Four Thousand only) shall be submitted by the bidder in favour of M/s ITI Limited , Palakkad in the form of NEFT/ RTGS.
- 5.3. Successful Bidder's EMD will be refunded within thirty (30) days from the date of award of work to the successful bidder on a written request.

- 5.4. The successful Bidder's EMD will be discharged upon the Bidder signing the Contract/Agreement and furnishing the Performance Bank Guarantee.
- 5.5. The MSME bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc. are exempted from payment of EMD fee. Micro and Small Enterprise (MSE) bidders should submit their valid Udyam Registration Certificate indicating URN (Udyam Registration Number) issued from MSME in order to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs. URN certificate should broadly cover the Equipment/ Services offered in tender.
- 5.6. The successful bidder shall sign lease agreement separately within 15 days of the acceptance of their bid.
- 5.7. The authorized signatory should sign the RFQ with date.
- 5.8. Submit individual PDF files for each required clause. Each file should be named with its corresponding clause number.

OR

If all documents are combined into a single PDF file, include page numbers within the PDF and provide an index mapping clauses to their respective page numbers.

- 5.9. Interested parties can visit ITI Palakkad plant before quoting the rates on any working days between 10 AM to 4 PM to inspect the site and gather information. Contact person in this regard is Shri Karthikeyan M (Deputy General Manager (Marketing & Sales)), Contact No.: 9400574018.
- 5.10. **SPECIAL CONDITION:** vendor shall provide a special declaration that whenever there is an internal requirement of SMT Line for ITI Limited, all other activities will be stopped and the ITI order will be executed on priority as per the Purchased Order issued by ITI Limited to the Lessee and the payment will be made to the Lessee accordingly.

6. Lessee's Role.

- 6.1. Maintaining the machinery in perfect condition.
- 6.2. Assurance on using virgin material inputs.
- 6.3. Preventive and Breakdown maintenance of machinery and allied devices.
- 6.4. Dealing all labour related matters including loading and unloading.
- 6.5. The activity performed in the facility shall not cause any adverse impact on the bio-diversity in the surrounding area and shall not cause any pollution. Strict compliance with KSPCB and CPCB norms shall be maintained.
- 6.6. Utilities: In case of power failure, DG Set power can be provided on chargeable basis.
- 6.7. Any renovation of building / machineries shall be carried out by the lessee at his own risk and cost after obtaining written clearance from ITI Limited and the buildings and machinery in good condition shall be handed over to ITI Limited at the end of contract period.
- 6.8. Any additional infra required for manufacturing /operation of the facility shall be in the scope of lessee. However, the same can be taken back by the lessee at the end of contract period, restoring the machinery to the original condition.
- 6.9. Any additional tools / toolings / equipment / test setups etc. required for manufacturing and testing their products shall be in the scope of lessee only. However, the same can be taken back by the party at the end of lease period.
- 6.10. The lessee will cause the leased-out plant and machinery to be operated in accordance with manufacturer's Manuals and Instructions by competent and duly qualified personnel and in accordance with the applicable government regulations for safety and for the lessee's business purposes only.
- 6.11. Lessee shall maintain the entire plant at own cost and expense keep the plant and machinery in good and working condition.
- 6.12. Proper maintenance of Lighting /Fan/Furniture etc., if any in the facility.
- 6.13. Any material incoming/outgoing shall be accompanied by proper documentation which could be verified by ITI Security at the gate.
- 6.14. During the period of lease, any damage in whichever form it is made to the property/plant and machinery in use or to the adjoining property, will have to be made good .The decision of ITI LIMITED will be final in this regard.
- 6.15. Shall be bound by the rules and regulations made by ITI LIMITED for day-to-day administration and shall co-operate with ITI LIMITED to smooth running of the affairs since the facility is inside the ITI premises.
- 6.16. No unlawful/illegal activities shall be allowed inside the campus.

- 6.17. Solely responsible for any Complaint/Dispute by the statutory authorities in connection with the non-compliance of any of the statutory requirement during the contract period.
- 6.18. ITI Limited shall not be responsible for death, damage, injury or any other loss that may occur to any of the person engaged by the lessee for carrying out the work under the lease in the premises of ITI Limited. Any loss to any of the Lessee's workman in ITI Limited premises will have to be compensated by the Lessee as per state Factory Act Rules and other relevant Rules. The Lessee shall not be eligible for any kind of compensation/damage from ITI Limited on accounts of any reason what so ever.
- 6.19. The Lessee shall also be responsible for any loss or injury caused by its actions to any person/property of ITI Limited or others at ITI Premises.
- 6.20. Shall fully insure the facility so as to protect it from possible theft, damage beyond repair due to fire and other natural calamities.
- 6.21. ITI Limited has the right to inspect the plant & machinery for ensuring satisfactorily performance of the Lessee.
- 6.22. Depending upon the availability, any space in addition to the space mentioned in section (3)
"Plant & Machinery Proposed for Leasing out" shall be charged extra as per company norms.
- 6.23. The routine preventive and breakdown maintenance including required spares and consumables shall be in the scope of the Lessee. The Lessee shall ensure that the Spares used for replacement are original.
- 6.24. Calibration (if required) of the items covered in possession shall be in the scope of Lessee.
- 6.25. Shall furnish to ITI, Annual Audited Accounts duly reflecting the said plant and machinery taken on lease and the lease rentals payable for same.
- 6.26. Shall bear and pay all extra or additional or new taxes or levies in relation to plant and machinery on leasing out the same to the lessee.
- 6.27. The Lessee will not be entitled to assign sub-let, transfer or part with the possession.
- 6.28. Any tools / toolings / equipment / test setups/ raw materials / consumables etc. required for manufacturing and testing their products shall be in the scope of Lessee only.
- 6.29. In the event of any Dispute arising out of employment of Contract Labour, the Lessee will be responsible to solve such disputes.
- 6.30. BIS or any other product certifications required shall be in the scope of Lessee only.
- 6.31. Lessee stock of raw materials / finished goods will be free of any charges against lessor's statutory liability.

6.32. Charges & Payment Terms:

- 6.32.1. Advance payment of agreed monthly lease amount before 7th of every month. (In case of any delay, 3% monthly interest will be additionally levied).
- 6.32.2. Monthly rent shall be paid by the lessee through NEFT/RTGS to ITIL's account between 1st to 7th day of the month after deduction of applicable TDS (if any) as per GFR 194Q or the latest, after signing of Lease Agreement.
- 6.32.3. The electricity and water charges shall be paid at actual on monthly basis to M/s ITI Limited, between 1st to 7th day of succeeding month. Separate meters will be provided for the same.
- 6.32.4. In case of Power failure electricity will be provided through DG. The charges for power with DG will be as per actuals, cost per unit is Rs.24 which may vary with the prices of DIESEL.
- 6.32.5. The total electricity charges will be the sum of (Normal Consumption Charges + DG Power Consumption Charges + Fixed Charges).
- 6.32.6. An annual increment of 5% lease amount on the total rent is applicable. Undertaking to this shall be submitted.
- 6.32.7. Security deposit in the form of PBG of value **Rs. 38,69,000** (Thirty Eight Lakhs Sixty Nine Thousand) only shall be submitted by the Lessee. BG shall remain valid for Five year plus three months. The BG should be issued from any nationalized bank. The BG will be invoked by ITIL in case of non-payment of lease rent or any other dues payable to ITIL in stipulated time or in case of breach of any terms and conditions of the agreement by Lessee.
- 6.32.8. Either ITI or Lessee have to give three (03) months' prior written notice to terminate the contract.
- 6.32.9. Performance Bank Guarantee amount shall be payable to ITI as Lock -in Compensation if lessee terminates the lease during the lock in period (3 years). 100% PBG is payable if lessee terminates in the first year, 70% in the second year & 40% in the third year.
- 6.32.10. In case of non-payment of lease amount for a period of two (2) months, as indicated in the Contract agreement, the agreement will become automatically terminated and ITI will encash 100% Performance Bank Guarantee.
- 6.32.11. Upon termination or expiration of the lease agreement, the lessor will conduct an inspection of the leased site and machinery. The purpose of this inspection is to determine whether the Leased Site and Machinery are in good condition as documented at the commencement of the Lease Term. Any discrepancies / alterations or loss observed during the inspection, compared to the initial inventory and condition, will be account from PBG.

7. Financial Bid

- 7.1. The bidder shall quote the monthly rent proposed (Excluding electricity & water charges) to ITI as per the Annexure VII.
- 7.2. Bidders shall not include pricing or cost information in the technical bid section.
- 7.3. The base monthly rent is **Rs. 14,10,800**. Bidders are required to quote above the base monthly rental amount and the bidder offering highest monthly lease amount (A) to ITI will be selected as the successful bidder.

8. Clarifications of Bid Documents

- 8.1. A prospective bidder requiring any clarification of the RFQ may notify ITI in writing at ITI's address or through email any time prior to the deadline for receiving such queries at the de- tails as noted below:

Deputy General Manager (Marketing & MM)
ITI Limited, Kanjikode West P.O,
Palakkad -678623
Ph: 0491-2568844
Mobile: +91- 9400574018
Email: mkt_pkd@itilttd.co.in

- 8.2. Replies to all the clarifications, modifications received through mail and email will be posted on ITI's website. Any modification to the Bid Documents which may become necessary shall be made by ITI by issuing an Addendum, which will be hosted on ITI's website.

9. Amendment of RFQ Documents

- 9.1. At any time prior to the deadline for submission of bid, ITI may, for any reason, whether at its own initiative or in response to a clarification requested by a bidder, amend the RFQ Documents.
- 9.2. Amendments will be provided in the form of Addenda/corrigenda to the RFQ documents, which will be posted in ITI's website. Addenda with that the amendments contained in such Addenda/corrigenda had been taken into account by the Consultant in its Bid.
- 9.3. In order to afford, reasonable time required to take the amendment into account in preparing their Bids, ITI may, at its discretion, extend the deadline for the submission of Bid, in which case, the extended deadline will be posted in ITI's website.
- 9.4. From the date of issue, the Addenda to the bid shall be deemed to form an integral part of the RFQ and it will be binding on Consultants.

10. Preparation of Bid

10.1. Earnest Money Deposit (EMD)

10.1.1. The bidder shall submit Earnest Money Deposit (EMD) of **Rs.7,74,000/-** (Rupees Seven Lakhs Seventy Four thousand only) shall be paid by the bidder through NEFT/RTGS to ITIL's account. No interest will be paid on the EMD.

10.2. Return of EMD

10.2.1. The EMD of successful bidder shall be returned/ refunded after furnishing Performance Bank Guarantee as required in this RFQ.

10.2.2. EMDs furnished by all unsuccessful bidders will be returned within 30 days after completion of bid evaluation process.

10.3. Forfeiture of EMD

The EMD submitted by the Bidder will be forfeited if:

10.3.1. The Bidder withdraws his Bid before opening of the Bid.

10.3.2. The lessee withdraws his Bid before furnishing Performance Bank Guarantee.

10.3.3. Failure in signing the lease agreement within 15 days after the award letter issued by ITI Limited.

10.3.4. The lessee should submit Pre Contract Integrity Pact with ITI. Annexure IX.

10.4. Period of Validity of Bid & Lease period as per RFQ

10.4.1. The bid shall remain valid for a period of 180 days from the date of bid opening. Bids valid for a shorter period shall be summarily rejected. In exceptional circumstances, ITI may request in writing the Bidder's unqualified/ unequivocal consent for extension(s) to the period of bid validity. The request and the response there-to shall be made in writing.

10.4.2. Lease period as per the RFQ will be for a period of minimum of 3 Years and later may be extended to max upto 4 years 11 months based on mutual consent of the ITI and prospective lessee.

10.4.3. The lease agreement will be reviewed and renewed periodically and if no violation of terms & conditions are noticed then the lessee will be permitted to continue to use the facility otherwise agreement will be terminated.

10.5. Signing of Bid

10.5.1. The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder.

10.5.2. All pages of the Bid, except for printed instruction manuals and specification sheets shall be initialed by the person or persons signing the Bid.

10.5.3. The Bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bidder.

10.5.4. The Bid shall be signed by a person or persons duly authorized to bind the Bidder to the contract. Valid (Rs.200/-) Power of Attorney on Stamp Paper for authorizing the person signing the bid for this RFQ to be submitted.

11. RFQ submission and evaluation

11.1. Proposer may refer instruction, proposed lease terms and submit proposals as per format. ITI Ltd reserves itself the right to reject any of received proposals / offers. ITI LTD also reserve the right to add or remove items proposed for leasing out in a later stage.

11.2. ITI LTD may, for any reason carry out amendment(s) to this RFQ document at any time before or after submission of RFQ. Amendments including extension of due date if any will be made available in website <https://itilimited.ewizard.in/>. Interested parties are advised to visit website regularly until proposals are opened.

Note- The above enquiry is also available on the website <https://itilimited.ewizard.in/> for viewing purpose and for participation & submission on <https://itilimited.ewizard.in/> only.

11.3. The RFQ shall be typed or printed and numbered consecutively and shall be signed on each page by an official duly, having Power of Attorney to sign the bid. Correction of any type in Evaluation Bid proposal is not permissible.

11.4. The Bidder should submit their bid by **15.04.2026, 15.00Hrs**. The responsibility for ensuring that the bids are delivered in time lies with the Bidder. The Technical Bid will be opened on the same day at 15.30hrs.

11.5. The values are to be quoted in Indian Rupees only.

11.6. The bid shall be only in English Language.

11.7. ITI reserves the right to extend the last date of receiving bids from prospective Bidders and the same will be communicated through a notification.

11.8. Rejection of Bid- The Bid is liable to be rejected if:

11.8.1. The documents doesn't bear signature of authorized person.

11.8.2. Incomplete/incorrect Bids, including non-submission or non-furnishing of requisite documents/Conditional Bids/Bids not conforming to the terms and conditions stipulated in this RFQ are liable for rejection by ITI.

11.8.3. Bids submitted without EMD will be summarily rejected. In this case, Technical bid will not be considered for evaluation, expect in case of exemptions as applicable as per the Govt. directives.

11.8.4. If technical bid section contains any pricing or cost details of Financial bid section.

12. RFQ-Selection Process

- 12.1. Technical bid shall be evaluated. ITI, at its discretion, may ask for a presentation or further clarification from the Bidders.
- 12.2. The Bidder will be selected on the basis of given below credentials.

SI No	Description
1	Bidders Meeting the selection criteria
2	Submission of Complete documents as per RFQ

- 12.3. By verifying all the documents submitted and assessing the with above submitted proofs, The technical evaluation committee will finalize the technically qualified bidders in respective category.
- 12.4. The technically qualified bidders will be processed to commercial evaluation, which will be done based on the bidders quoting the highest monthly lease amount to ITI (excluding taxes),called as the commercial bid. Financial format is available at Annexure VII.
- 12.5. The financially qualified bidder will be selected as the Lessee and an Agreement will be signed.

13. OTHER TERMS AND CONDITIONS

13.1. Performance Bank Guarantee(PBG)

- 13.1.1. The lessee shall furnish Performance Bank Guarantee of **Rs. 38,69,000**(Thirty Eight Lakhs & Sixty Nine Thousand only) to ITI for Five years plus three months. Undertaking in this regard is to be submitted.
- 13.1.2. Performance Bank Guarantee amount shall be payable to ITI as compensation for any loss/delay resulting from the selected Bidder's failure to complete its obligations as per the Agreement.
- 13.1.3. The Performance Bank Guarantee shall be in the form of Bank Guarantee issued by a scheduled Indian Bank.
- 13.1.4. The Performance Bank Guarantee will be discharged by ITI after successful completion of the bidders performance obligations under the agreement".
- 13.1.5. PBG format is as per annexure VIII.
- 13.1.6. The BG will be invoked by ITIL in case of non-payment of lease rent or any other dues payable to ITIL in stipulated time or in case of breach of any terms and conditions of the agreement by Lessee. Performance Bank Guarantee amount shall be payable to ITI as Lock -in Compensation if lessee terminates the lease during the lock in period (3 years). 100% PBG is payable if lessee terminates in the first year,70% in the second year&40% in the third year

13.2. **Delays in the lease payment**

13.2.1. As per this RFQ and agreement terms every month's lease amount to be paid in advance to ITI before 7th of every month. Any delay will attract an interest of 3% per month. In case of non-payment of lease amount for a period of 2 months, as indicated in the Contract agreement, the agreement will become automatically terminated and ITI will encash the Performance Bank Guarantee.

13.3. **Force Majeure:** If at any time during the continuance of this contract, the performance in whole or part by either party under obligation as per this contract is prevented or delayed by reasons of war, hostility, act of public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, or acts of God (herein referred to "eventuality"), provided notice of happening of such eventuality is given by either party to the other within 7 days of date of occurrence thereof, neither party shall by reason of such an eventuality be entitled to terminate this contract nor shall nonperformance or delay in performance and deliveries under the contract.

13.4. **Termination or Insolvency:** ITI may at any time terminate the Contract by giving written notice to the lessee, without compensation to the lessee, if the lessee 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 ITI. Notice period shall be one month.

13.5. **Arbitration**

Both Parties (ITI and the lessee) shall make best efforts to settle any/all disputes amicably. Any dispute between the parties shall be settled as per THE ARBITRATION AND CONCILIATION ACT, 1996.

- a) If a dispute arises out of this agreement or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the THE ARBITRATION AND CONCILIATION ACT, 1996.
- b) The Arbitrators will be appointed as per THE ARBITRATION AND CONCILIATION ACT, 1996
- c) The language of the Arbitration Proceedings shall be English.
- d) The place of Arbitration Proceedings shall be Palakkad.

13.6. Pre Contract Integrity Pact is to be submitted in technical bid as per annexure IX.

13.7. Non-Disclosure agreement is to be submitted in technical bid as per annexure X. ITI reserves the right to suspend the whole RFQ or any part of the process at any stage, to accept, or reject any, or all bids 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. All the cost and expenditure related to submission of offers against the RFQ shall be borne by the Bidder

Bidder Company Profile

1.	Name and address of the company			
2.	Contact Details (Contact person name with designation, Telephone Number, E- mail and Web site)			
3.	Date of Incorporation			
4.	GST Registration number			
5.	PAN Number			
6.	CIN Number, if applicable			
7.	MSME Udyam Certificate No (if applicable)			
8.	EXIM Code			
9.	EPR Authorization Reference (as applicable)			
10	Employee head count in company			
11	Net Worth as on 31-03-2025			
12.	Annual Turnover of the company for last 3 FY (Rupees in Crore)	2022-23	2023-24	2024-25
13.	Major Area of business			

Turn Over Certificate

(On the Letter head of Registered Chartered Accountant)

This is to certify that the books of account of the M/s., located at
..... have been examined by us. The annual turnover of the business for the last three financial
years and turnover from is as under.

SL	Fiscal Year	Total Turnover (Rupees)	Annual Turnover
1	2025-2024		
2	2024-2023		
3	2023-2022		

Average Turnover for fiscal years (2022-2023, 2023-2024 & 2024-2025) is
.....

It is further certified that this figures are arrived, based on my/ our scrutiny of the books of
accounts, records and documents, is true and correct to the best of my / our knowledge and as per
information provided to my / our satisfaction.

For (Name of Accounting

Firm) Place:

Date:

UDIN Number:

Name of Partner Chartered Accountant Membership Number

Signature
(Rubber Stamp)

Net Worth Certificate

(On the Letter head of Registered Chartered Accountant)

This is to certify that the Net worth of M/s. As on 31-03-2025 is..... and it is positive.

It is further certified that the computation of Net worth, based on my/ our scrutiny of the books of accounts, records and documents, is true and correct to the best of my / our knowledge and as per information provided to my / our satisfaction.

For (Name of Accounting Firm)

Place:

Date:

Name of Partner Chartered Accountant Membership Number

Signature

(Rubber Stamp)

CERTIFICATE
(Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017)

To:

ITI Limited,

Kanjikode West, Palakkad- 678623.

Dear Sir,

RFP Ref No. dated
..... Bidder
Name:.....

We, M/s ----- are a private/public limited company/LLP/Firm having our registered office at ---
-

------(referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

- a) We, the Bidder have read and understood the contents of the Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub- contracting to contractors from such countries.
- b) In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

We, the Bidder are not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017.

OR

We, the Bidder are from such a country and has been registered with the Competent Authority i.e the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Section I to the said Office Memorandum / Order and we submit the proof of registration herewith. (*Delete whichever is not applicable)

- c) We, the Bidders agree and undertake that if the contract is awarded to us, we will not sub-contract or outsource the contract and / or any part thereof unless such subcontract/ outsourcing is permitted by ITI Limited in writing, in which case we shall not sub-contract or outsource the work to a contractor from such countries, unless such contractor is registered with the Competent Authority and proof of same is obtained.
- d) We, the Bidders hereby confirm that we fulfill all the eligibility criteria as per RFQ and are not ineligible from participating in the Tender in view of the above Office Memorandum and Order. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, ITI Limited shall be within its right to forth with terminate the contract/ bid without notice to us and initiate such action including legal action against us. ITI Limited, shall also be within its right to forfeit the security deposits provided by us and also recover from us the loss and damages sustained by the on account of the above

This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order (Public Procurement No.1) both bearing F.No.6/18/2019/PPD of 23rd July 2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India including the words defined in the said order (reproduced hereunder) which shall have the same meaning for the purpose of this Declaration cum Undertaking.

“ Definitions ”

"Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant'

'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

"Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.

"Bidder from a country which shares a land border with India" for the purpose of this

Order means:

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

"Beneficial owner" for the purpose of above will be as under:

- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means

Explanation—

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more
- vi. interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

"Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

" Executed at..... On this the ...day of

Authorised Signatory

M/s----- Signature and Name

Seal of the Bidder

*Note: Where applicable, evidence of valid registration by the Competent Authority shall be attached

Annexure- V

Check List

S/N	Eligibility Criteria	Document Submitted (Yes/No)
1.	Copy of the Registration Certificate to be provided as per clause 4.1	
2.	Experience certificate /documentary proof for clauses 4.2	
3.	Average annual turnover of the bidder in annexure II as per clause 4.3	
4.	Positive net worth Certificate signed by Chartered Accountant of the last 03 financial years ending on 31.03.2025 in annexure III as per clause 4.4	
5.	HR details of the company and List of Directors / CEO /COO & Key technical personnel with domain knowledge & experience with name (s) and address(s).	
6.	Valid PAN & GST registration certificate as per clause 4.5 & 4.6	
7.	Audited balance sheet of the company duly audited by the Chartered Accountants for the last 3 financial years.	
8.	Financial Audited Statement including Profit/Loss statement for the last three years of the company.	
9.	Self-declaration by the bidder that the bidder is not from a country which shares a land border with India. Else, a certificate of registration with the competent authority as per Govt. of India order, issued by Ministry of Finance vide No.F.No.6/18/2019-PPD dated 23/07/2020. Annexure IV to be submitted as per clause 4.8	
10	If the bidder is a Micro or Small Enterprise as per latest definitions under MSE rules and Department of Expenditure's OM No.F.20/2/2014-PPD dated 20.09.2016, the bidder shall be eligible for relaxations as per Govt norms. Substantial evidence shall be submitted to claim exemption. Clause 4.9	
11	If the bidder is a startups, the bidder shall be eligible for relaxations as per Govt norms. Substantial evidence shall be submitted to claim exemption.	
12	Check list as per the annexure V to be submitted.	
13	Declaration as per annexure VI.	

14	Valid Power of Attorney on Stamp Paper (Rs.200/-) for authorizing the person signing the bid for this RFO.	
15	Pre Contract Integrity Pact is to be submitted as per annexure XI.	
16	Non-Disclosure Agreement as per annexure -X.	
17	RFQ documents along with corrigendum, if any to be signed and stamped by the bidder as acceptance of all the terms and conditions and same to be submitted along with bid documents.	

Undertakings

(To be in Bidder's Letter Head)

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

1. To comply that there is no GST default in the name of my organization .
2. To comply with all statutory requirements, related to manpower deployment, security, environmental rules , certifications etc.
3. The bidder should not have been black listed for including in corrupt practices, fraudulent practices, coercive practice, undesirable practice, breach of contract or restrictive practice by any Central/State Government/PSU/Semi-Government bodies as on bid submission date.
4. Confirming acceptance of all tender terms and conditions.
5. To comply that **WHENEVER THERE IS AN INTERNAL REQUIREMENT OF HDPE DUCT FOR ITI LIMITED, ITI ORDER WILL BE EXECUTED ON PRIORITY BY LESSEE ON MUTUALLY AGREED COMMERCIAL TERMS AND AS PER THE SCHEDULE GIVEN BY ITI LIMITED.**
6. An annual increment of 5% lease amount on the total rent is applicable. Undertaking to this shall be submitted.
7. To comply to furnish Performance Bank Guarantee of **Rs. 38,69,000** to ITI for Five years plus three months.

Authorized Signatory Signature

(Official Stamp)

Financial Bid Format

<u>ITI LIMITED</u> (A Government of India Undertaking) Kanjikode (West) Palakkad-678623 Kerala, India				
ITI/PKD/MKTG/2026/0039 Date:16/03/2026				
For Leasing out Surface Mount Technology (SMT) Line				
Name of Firm				
A> Offer for RFQ For SMT Line				
SI No	Details of the Items	(A) Monthly Rent in Rs.	(B) GST (18 %)	(A+B=C) Total Rent (in Rs.)(with GST)
1	Leasing out Surface Mount Technology Line along with Utility area as per RFQ clause 3.			
B>Other Terms & Condition				
1	Validity of offer	180days		
2	Payment Terms	a) Monthly rent shall be paid by the lessee through NEFT/RTGS to ITIL's account between 1st to 7th day of the month after signing of Lease Agreement. b) In default of payment on due date, interest at 3% per month on each installment due would be charged on the outstanding amount. c) An annual increment of 5% lease amount on total rental amount.		
Note -	a) Any deviation from above format shall be liable for rejection of the bid. b) The base monthly rent is Rs. 14,10,800/- . Bidders are required to quote above base monthly amount and the bidder offering Highest monthly lease amount(A) to ITI will be the successful bidder.			

PERFORMANCE BANK GUARANTEE FORMAT

1. As agreed under the relevant terms and conditions of Letter of Intent / Purchase Order Ref Dated between M/s ITI Ltd., (with address) (hereinafter called the Purchaser) and M/s..... (hereinafter called the Supplier) for(herein after called the said Letter of Intent / Purchase Order), the supplier hereby agrees to furnish a Security Deposit against supply performances by way of an irrevocable Bank Guarantee for Rs.....(Rupees.only).
We..... [Indicate the name of Bank] (Herein after referred to as " THE BANK') at the request of the supplier do hereby undertake to pay to the purchaser, an amount not exceeding Rs.....(Rupees.....only) against any loss or damage caused to or suffered or would be caused to or suffered by the Purchaser, by reasons of breach by the said Supplier of any of the terms or conditions contained in the said Letter of Intent/Purchase Order.
2. We.[Indicate the name of the Bank] do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the purchaser, by reason of breach by the said Supplier of any of the terms or conditions contained in the said Letter of Intent/Purchase Order or by reason of the Supplier's failure to perform the said Letter of Intent/Purchase Order. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee shall be restricted to an amount not exceeding Rs.....(Rupees only).
3. The Bank further agrees that the Purchaser shall be the sole judge as to whether the said supplier has committed any breach or breaches of any of the terms and conditions of the contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser on account thereof, and the decision of the Purchaser that the said Supplier has committed such breach or breaches and as to the amount or amounts of loss, damage costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser from time to time shall be conclusive, final and binding on the Bank.
4. We undertake to pay to the Purchaser, any money so demanded notwithstanding any dispute or disputes raised by the Supplier in any suit or proceedings pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
5. It shall not be necessary for the Purchaser to proceed against the Supplier before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security, which the Purchaser may have obtained or obtains from the Supplier.
6. We.....[Indicate the name of Bank] further agree with the Purchaser, that the Purchaser shall have the fullest liberty without our consent and without effecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Letter of Intent/Purchase Order or to extend time of performance by the said Supplier from time to time or to postpone for any time of from to time any of the powers exercisable by the Purchaser against the said Supplier and to forbear or enforce any of the terms and conditions relating to the said Letter of Intent/Purchase Order and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to said Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser, to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.
8. We[Indicate the name of Bank] undertake not to revoke this Guarantee during its currency except with the previous written consent of the Purchaser, in writing.
9. Notwithstanding anything contained in the foregoing clauses, our liability under this guarantee is restricted to Rs.(Amount in words also) and our guarantee shall remain in force until(expiry of warranty period). Unless a demand is made against us to enforce a claim under this guarantee within three months from the date, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

for.....[Indicate the name of Bank]

DATE:

PLACE:

PRE CONTRACT INTEGRITY PACT

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

Tender
No.....

THIS Integrity Pact is made on.....day of.....20.....

BETWEEN:

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

AND:

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

Preamble

WHERE AS the Principal in tends to award, under laid down organizational procedures, tender/contractfor(name of the Stores/equipments/items). The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles as mentioned herein this agreement.

WHEREAS, to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact the terms and conditions of which shall also be read as integral part and parcel of the Tender Documents and contract between the parties.

NOW THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS STIPULATED IN THIS PACT THE PARTIES HERE BY AGREE AS FOLLOWS AND THIS PACT WITNESS ETHAS UNDER:

SECTION 1- COMMITMENTS OF THE PRINCIPAL

- 1.1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
- a) No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
 - b) The Principal will, during the tender process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known pre judged persons.
- 1.2. If the Principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Act or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2- COMMITMENTS OF THE BIDDER /CONTRACTOR

- 2.1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the tender process and during the execution of the contract.
- a) The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The bidder(s)/contractor(s) will not enter with other bidders/contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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

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

- 3.1. If the Bidder(s)/Contractor(s), during tender process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/ Contractor(s) from the tender process.
- 3.2. If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklisting for future tender/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgressions, the position of the transgressor within the company hierarchy of the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.
- 3.3. The Bidder(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.
- 3.4. A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.
- 3.5. The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however the Bidder(s)/Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.
- 3.6. On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not be entitled for any compensation on this account.

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

SECTION 4 – PREVIOUS TRANSGRESSION

- 4.1 The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/ transparency International (TI) approach or with any other Public Sector Enterprises/Undertaking in India of any Government Department in India that could justify his exclusion from the tender process.
- 4.2 If the Bidder(s)/Contractor(s) makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section-5 of this Pact.

SECTION 5 - COMPENSATION FOR DAMAGE

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

SECTION 6 - EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

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

SECTION 7–CRIMINALCHARGES AGAINSTVIOLATING BIDDER(S)/ CONTRACTOR(S)

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

SECTION 8 - INDEPENDENT EXTERNAL MONITOR(S)

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

Details of IEM appointed by ITI are asunder:

IEM - I

Shri Atul Jindal, IFS (Retd.)

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

IEM - II

Shri Benny John, IRS (Retd.)

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

- 8.2. The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual Obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.
- 8.4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.
- 8.5. The Monitor will submit a written report to the Chairman & Managing Director of the Principal within.....to.....weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

SECTION 9- FACILITATION OF INVESTIGATION

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

SECTION 10-LAW AND JURISDICTION

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

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

SECTION 11-PACT DURATION

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

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

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

SECTION 12 – OTHER PROVISIONS

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

12.2. Change and supplements as well as termination notices need to be made in writing by both the parties. Side agreement shall not be made.

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

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

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

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

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

For PRINCIPAL

For BIDDER(S)/ CONTRACTOR(S)

.....

.....

(Name&Designation)

(Name&Designation)

Witness

Witness

1)

1)

2).....

2)

Annexure-X
Non-Disclosure Agreement

By and between

ITI LIMITED

(A Government of India Enterprise) Kanjikode West, Palakkad-678623, Kerala, India

(hereinafter "ITI") On the One Hand And

(hereinafter "XXXX")

On the Other Hand

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

ARTICLE 1. DEFINITIONS

"Agreement" means this Non-Disclosure Agreement.

"Confidential Information" as used in this Agreement shall mean all trade secrets and information which is disclosed by the Disclosing Party and is designated as Confidential Information and/or Proprietary Information by the Disclosing Party, including, but not limited to, technical data, know how, type design, concepts, descriptions, specifications, schematics, research, product plans, products, services, lists of customers, markets, developments, inventions, processes, manufacturing processes designs, drawings, films, documentation, engineering hardware configuration information, engineering data, marketing, notes, models, compositions, algorithms, software programs, software source documents, program schedule, visual demonstrations, photographs, manuscripts, texts, video recordings, formulations, equipment or apparatus, oral discussions, sales, marketing and/or business plans and/or financial information, cost estimates, pricing policy which is identified as confidential and/or proprietary by the Disclosing Party in accordance with the guideline in Article 4 which may be made available in any form including machine readable. For avoidance of doubt "Confidential Information" also includes analysis, compilation, studies and other material prepared by or in the possession or control of the Recipient which contain or otherwise reflect or are generated from any such information as is specified in this definition.

"Disclosing Party" means that Party which directly or indirectly provides or makes available Confidential Information to the other in connection with this Agreement.

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

ARTICLE 2. PURPOSE OF AGREEMENT

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

Enable ITI, to ensure timely submission of a technically state of the art and cost competitive proposal consistent with the requirements spelt out in the tender ref

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

ARTICLE 3. IDENTIFICATION OF INFORMATION

XXX information relates to business, financial and technical data related to the system engineering, manufacturing, marketing and business development capabilities with specific reference to the parameters laid out in the RFP

ITI information relates to business, financial and technical data related to its system engineering, marketing and business development capabilities with specific reference to the parameters laid out in the RFP

ARTICLE 4. CONFIDENTIAL INFORMATION RIGHTS AND OBLIGATIONS

- a) Information that is to be accepted in a confidential relationship and treated as Confidential Information, shall be disclosed in a tangible form, and shall be conspicuously marked as being "Private,""Confidential," or by any other appropriate legend clearly indicating the confidential nature,of the information.
- b) Confidential Information, if first disclosed in a non-written or other non-tangible form, shall be identified by the disclosing party at the time of disclosure as being disclosed in confidence, shall be reduced to tangible form and marked in accordance with Article 4(a), and such tangible form shall be delivered to the Party identified above within twenty (20) working days after the date of first disclosure. During the above stated 20-day period, such Confidential Information shall be protected in accordance with the terms of this Agreement.
- c) Confidential Information that is disclosed pursuant to this Agreement shall not be used other than for the purposes submitted, or disclosed to any third party, unless authorized in writing by the disclosing Party.
- d) Upon receiving Confidential Information from the disclosing Party, recipient shall use at least the same degree of care that it uses in protecting its own information of like kind, but not less than reasonable care to safeguard such Confidential Information from an unauthorized use or disclosure. Recipient agrees that each employee having access to Confidential Information of the other Party to this Agreement, shall be in a "need-to-know" basis and shall be informed of the existence of this Agreement.

- e) If the Receiving Party makes any copies, extracts, summaries, or digests of the Confidential Information (including computer entries), the Receiving Party shall ensure that appropriate legends are affixed thereto. Copies made by a reproduction service contractor, for the exclusive use of a Party to this Agreement is permitted, provided the service contractor has executed a non-disclosure agreement, which is sufficient to protect the Confidential Information required under this Agreement.
- f) XXX undertakes to observe all requirements of security regulations of the Government of India to the extent they apply to Proprietary / Confidentiality Information disclosed pursuant to hereinto.

ARTICLE 5. AGREEMENT AND CONFIDENTIALITY TERMS

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

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

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

ARTICLE 6. PROTECTION LIMITATIONS

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

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

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

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

ARTICLE 7. CONTACT

Each Party shall designate in writing one or more individuals within its organization as the only persons authorized to receive Confidential Information exchanged hereunder. Such authorized recipients initially designated are:

ITI LIMITED

XXXXXX Phone :

Fax :

Email ID : mkt_pkd@itild.co.in

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

ARTICLE 8. JUDICIAL ORDER

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

ARTICLE 9. TERMINATION PROVISIONS

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

- a) Within thirty (30) days after the termination of this Agreement under Article 5;
- b) At the request of a Party upon completion of the purpose(s) for which it was submitted;
- c) Upon the determination by a Party that received the information that it no longer desires to possess such Confidential Information; or

- d) Upon breach of any of the obligations of this Agreement, wherein such Confidential Information, and all copies thereof, shall be returned to the Party that owns or controls the Information within thirty (30) days of written demand by such Party.

ARTICLE 10. SUCCESSORS

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

ARTICLE 11. ASSIGNMENT

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

ARTICLE 12. GENERAL PROVISIONS

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

In the event of breach of the terms of this Agreement, the failure of a Party to enforce any right under this Agreement, shall not be deemed a waiver of any right hereunder. The invalidity in whole, or in part, of any condition of this Agreement shall not affect the validity of any other condition hereof. At all times, both Parties shall remain independent contractors, with each responsible for its own employees and representatives. This Agreement is not intended to be, nor shall it be construed as, a joint venture, partnership or other formal business organization, and neither party shall have the right or obligation to share any of the profits, or bear any losses, risks or liabilities of the other Party by virtue of this Agreement. Neither Party is authorized to act for, or on behalf, of the other Party, nor to bind or, otherwise commit the other Party to any contract, or other matter.

- a) This Agreement is deemed to be made under, and shall be construed in accordance with the laws of India.
- b) Arbitration: If a dispute arises out of or in connection with this agreement the parties agree to submit that dispute to arbitration under the ICADR, Arbitration Rules, 1996. Such dispute(s) or differences shall be referred to and settled by an arbitral tribunal comprising of three (3) arbitrators, one to be appointed by each party, and the third arbitrator to be appointed by both the selected arbitrators. In case any party fails to appoint an Arbitrator within 30 days from the date of receipt of the request to do so from the other party; or the

appointed arbitrators fail to agree on the third arbitrator within 30 days from the date of their appointment, then the appointment shall be made, upon the request by the party, by the ICADR.

The International Centre for Alternative Dispute Resolution will provide administrative Services in accordance with the ICADR Arbitration Rule,1996.

The language of Arbitration proceedings shall be English. The place of Arbitration proceedings shall be Kochi, Kerala.

- c) No amendment or modification of this Agreement shall be valid, or binding on the Parties, unless made in writing and signed on behalf of the Parties, their respective duly authorized officers, or representatives.
- d) This Agreement may be executed in counterparts and transmitted by facsimile, each of which when so executed and transmitted shall be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.

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

- i. Neither Party will, solicit or attempt to solicit, either directly or indirectly, with an employee or contractor of the other during the term of this Agreement and for a period of one (1) year after termination of this Agreement.

ARTICLE 13. AGREEMENT LANGUAGE

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

ARTICLE 14. DPE GuideLine:

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

or under this agreement.

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

ITI Limited
(Typed Name)
(Title)

XXXXX By
(Typed Name)
(Title)

(Signature)
(Date Signed)

(Signature)

(Date Signed)

In the presence of Witness

1) Signature

Name Address

2) Signature

Name Address

END OF RFQ