



# ITI LIMITED

MSP- GUJARAT

(A Govt. of India Undertaking)

4<sup>th</sup> floor,407-401, Hemkoot Building, B/H LIC Building, Opp Commercial Centre,

Near Town Hall, Ashram Road Ahmedabad – 380009

CIN No: L32202KA1950GOI000640

Website: [www.itilttd.in](http://www.itilttd.in)

## Expression of Interest (EoI)

**EOI No: ITI/MSP/GUJ/26-27/006,**

**Date: 04-05-2026**

### **NOTICE INVITING EXPRESSION OF INTEREST (EOI)**

**“FOR SELECTION OF CONSORTIUM PARTNER(s) TO DESIGN, SUPPLY, INSTALL, COMMISSION, AND OPERATE CENTRES OF EXCELLENCE (COE) IN IT AND EMERGING TECHNOLOGIES ACROSS MULTIPLE ITIS IN GUJARAT, INCLUDING TRAINING DELIVERY AND MAINTENANCE UNDER THE MEGA ITI PROJECT.”**

**Due Date of Bid Submission: 13-05-2026 at 11:00 Hours**

**(Bid Submission through Online / e-Tendering mode only)**

**Helpdesk for Online Bid Submission: 011-4960 6060 / 93550 30608 / 93550 30620**

## 1. Introduction

ITI Limited, a Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications, is a leading Telecom equipment manufacturer and solution provider in India. The major customers are BSNL, BBNL, MTNL, Defense, Paramilitary forces, Railways, Banks, Central & State Govt departments, Institutions and research organizations. ITI LTD has a pan India business footprint supported by the network of its Manufacturing units & MSP (Marketing, Services and Project) units at various locations.

ITI Limited has been undertaking various projects in all fields of telecommunications and information technology and also continuously deploying new technologies in the field of Telecom, ICT, Networking, e-Governance etc. ITI LTD has diversified its operation and has been executing projects in the field of Smart Infrastructure, Bharatnet etc. ITI LTD has been executing projects in latest technologies like GPON, OLT, ONT, OFC, HDPE, Solar, 4G LTE etc.

ITI LTD intends to participate in the Tender No.: GEM/2026/B/7491474, and Tender Reference No.: DSD/MEGA ITI/CoE (07)-2026 for “Request for Proposal for Setting up of Centre of Excellence (CoE) in IT and Emerging Technology (MEGA ITI Project) at ITI-Kubernagar (Ahmedabad),ITI-Tarsali(Vadodara),ITI-Surat,ITI-Rajkot and ITI-Dahod,” website: <https://bidplus.gem.gov.in/all-bids>

This EOI is floated for selection of System Integrator/ Consortium partners, who can work as a solution provider for participating in the subject RFP, with ITI as the Lead bidder/consortium partner (depending on the management decision). ITI Limited is desirous of bidding for this tender, based on the eligibility criteria defined in the customer RFP.

## 2. Important Dates

Sl. No.	Information	Details
1.	Tender Number	<b>EOI No: ITI/MSP/GUJ/26-27/006</b> <b>Date: 04-05-2026</b>
2.	Date of Issue / Publishing of the EOI/RFP/Tender	04-05-2026
3.	Last Date and Time for Submission of Bids	13-05-2026 at 11:00 Hrs.
4.	Date and Time of Opening of Technical Bids	13-05-2026 at 11:30 Hrs.
5.	Date and Time of Opening of Financial/Commercial Bids of Technically qualified bidders	Will be intimated in due course of time
6.	Mode of Submission of Bid	The Bid shall be uploaded in e-procurement site of ITI Limited ( <a href="https://itilimited.ewizard.in/">https://itilimited.ewizard.in/</a> ). For submission of online bid and procedure to be followed, visit <a href="https://itilimited.ewizard.in/">https://itilimited.ewizard.in/</a>
7.	Method of Selection	Lowest Cost (L1)
8.	Estimated Project Cost	<b>Rs. 11,00,00,000 /-</b>
9.	EOI Document Fee	Rs. 1000/- (Rupees One Thousand only)
10.	Tender Fee / Tender Document Fee / Tender Document Cost against end-customer's NIT / RFP / Tender (non-refundable)	<b>Rs. 15,000.00 (Non-refundable)</b>
11.	EMD	<b>Rs. 33,00,000/- (Rupees Thirty-Three Lakhs Only)</b>
12.	Bid Validity	180 Days
13.	ITI Ltd Contact Person	<b>Contact details:</b> Chief Manager Phone: +91 9891512962 Email: cmsingh_rodell@itilttd.co.in

### 3. Scope of Work

The scope of work is as follows:

The scope of work under this project includes the end-to-end establishment, operation, and management of Centres of Excellence (CoE) in IT and Emerging Technologies at designated ITIs across Gujarat. The selected bidder shall be responsible for designing, supplying, installing, testing, and commissioning state-of-the-art laboratories in domains such as Artificial Intelligence/Machine Learning (AI/ML), Data Analytics, Cybersecurity, and Blockchain, as specified in the RFP.

The bidder shall provide all required hardware, software, networking infrastructure, servers, storage systems, and licensed tools, along with classroom infrastructure including smart boards, projectors, furniture, and other necessary equipment. All installations must comply with industry standards and be fully operational within the stipulated timeline.

The bidder shall deploy qualified trainers, domain experts, and technical manpower for conducting training programs aligned with Kaushalya – The Skill University (KSU) approved curriculum. The scope includes curriculum development in collaboration with industry partners, preparation of training material, and delivery of structured courses focusing on industry-relevant skills. The bidder shall also conduct assessments, certifications, and facilitate placement opportunities through industry linkages.

Further, the bidder shall be responsible for the operation and maintenance (O&M) of the CoE for a period of three years, including provision of consumables, spare parts, software updates, and technical support. Regular monitoring, reporting, and performance tracking shall be carried out to ensure quality training outcomes and adherence to project objectives.

The scope also includes capacity building and training of ITI faculty and staff, enabling knowledge transfer and sustainability of the CoE model. The bidder shall facilitate industry interaction, internships, and on-the-job training opportunities for students.

At the end of the contract period, the bidder shall handover the fully functional CoE along with all installed equipment, systems, and assets in good working condition to the respective ITIs, ensuring continuity and long-term utilization of the facilities. “Deployment of trainers, faculty, and technical manpower shall be in line with project requirements.”

Special Note: ITI LTD may execute/retain any portion of the work mentioned in the end organization tender, where ITI LTD has competence so that overall proposal becomes most winnable proposal.

All the terms and conditions of RFP/Tender of end customer will also be applicable on the bidder if it is not mentioned separately in this EOI/RFP/Tender.

The detailed scope of work can be taken from customer tender document, corrigenda, clarification and addenda downloaded from customer details as follows Tender No.: GEM/2026/B/7491474, and Tender Reference No.: DSD/MEGA ITI/CoE (07)-2026 for “Request for Proposal for Setting up of Centre of Excellence (CoE) in IT and Emerging Technology (MEGA ITI Project) at ITI-Kubernagar (Ahmedabad), ITI-Tarsali (Vadodara), ITI-Surat, ITI-Rajkot and ITI-Dahod,” website: <https://bidplus.gem.gov.in/all-bids>

#### 4. Eligibility Criteria

4(i)	Eligibility Criteria of Applicants	Supporting Documents Required
A.	<p>The consortium shall comprise of:</p> <ul style="list-style-type: none"> <li>• OEM / Technology Partner(s) for supply, installation, and maintenance of IT &amp; Emerging Technology infrastructure</li> <li>• Training Partner(s) for delivery of training programs, Training sessions curriculum development, certification, and placement support</li> </ul> <p>Total number of consortium members shall not exceed five (05), including ITI Ltd. Roles &amp; responsibilities of each member must be clearly defined.</p> <p>ITI Limited reserves the right to select one or more partners in each category based on technical capability, experience, and project requirements.</p>	
B.	<p>The Consortium Partner should be an Indian firm</p> <ul style="list-style-type: none"> <li>• The Consortium Partner(s) should be registered under the Companies Act 1956/2013 in India or a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 at the time of the bidding</li> <li>• The Consortium Partner(s) should have a registered number of, GST, Income Tax / Pan number</li> <li>• The Consortium Partner(s) (either OEM and/or authorized Channel Partner) should have been in business of manufacturing and supply of IT &amp; Emerging Technology, for a minimum of 5 years as on Bid Submission Date.</li> </ul>	<p>i. Following documents in respect of sole Bidder or each of the Consortium members shall be submitted:</p> <p>(a) Copy of Certification of Incorporation / Memorandum of Association (MoA) and Articles of Association (AoA)/ registration certificate with LLP agreement</p> <p>(b) Copy of PAN card</p> <p>(c) Copy of GST Registration</p> <p>ii. Consortium agreement (Joint Bidding Agreement) in case of Consortium bid [format of agreement as per Annexure XII].</p>

C.	<p><b><u>Turnover</u></b></p> <p>1. The Consortium(s) Partner Average Annual Turn Over should not be less <b>than One Crore (1 Crore)</b> in any of the last three Financial Years (FY 2022–23, 2023–24, and 2024–25) (Training Partner(s)).</p> <p>2. Average Annual Turn Over of the OEM/Technology Partner in last three audited Financial Year starting from 2022-23, 2023-24 and 2024-25, should not be less than <b>Twenty-Two Crore (22 Crore)</b>.</p>	(i) Audited financial statements/ annual report from the Statutory Auditor/ <u>Turnover Certificate with 3 Years Financials by a Practicing Chartered Accountant</u>
D.	<p><b><u>Net worth</u></b></p> <p>The OEM, Consortium Partner(s) must have positive net worth and should be Profit of last three audited Financial Year starting from 2022-23, 2023-24 and 2024-25 audited financial years ending on 31st March 2025.</p>	A Positive Net Worth Certificate with UDIN Number as on 31st March 2025 (FY 2024-25), issued by the Company's Auditors/ A Practicing CA.
E.	<p><b><u>Experience:</u></b></p> <p><b>Experience required for OEM/Technology Partner:</b></p> <ul style="list-style-type: none"> <li>• The OEM / Technology Partner should have a minimum of 5 years of experience in manufacturing, supply, installation, and commissioning of IT and Emerging Technology infrastructure and equipment, with proven experience in execution of similar projects for Government, PSU, academic institutions, or reputed organizations.</li> <li>• The partner should have successfully executed at least one project of value <b>₹2.5 Crore or above</b> in the last five financial years.</li> <li>• Similar experience shall mean: execution of projects involving supply, installation, integration, and commissioning of IT and Emerging Technology infrastructure such as servers, networking equipment, data center components, AI/ML or data analytics labs, cybersecurity labs, or other related IT systems and training infrastructure.</li> </ul> <p><b>Experience required for OEM/Technology Partner:</b></p> <ul style="list-style-type: none"> <li>• The Training Partner shall have a minimum of</li> </ul>	<p>(i) Experience/ Work Completion Certificate issued &amp; signed by the PO issuing authority</p> <p>(ii) Client contact details i.e., name of contact persons, postal address, official email, tel.</p> <p>(iii) Work Experience Details as per Annexure IV</p> <p>(iv) <u>Certificate from a Practicing CA/ A Statutory Auditor</u> for having received at least 90% payments against the referred Invoices, shall have to be furnished along with Bid Document.</p> <p>ITI Limited reserves the right to verify the authenticity of the documents submitted / supply experience claimed by bidder, at any time</p>

	<p>three (3) to five (5) years of demonstrable experience in skill development, IT training, and emerging technologies, with proven experience in executing training projects for Government, PSU, academic institutions, or reputed corporates</p> <ul style="list-style-type: none"> <li>• The partner should have successfully delivered structured training programs, including curriculum development, training delivery, assessment and certification, and placement facilitation</li> <li>• Similar experience shall include execution of projects related to IT and emerging technologies such as Artificial Intelligence/Machine Learning, Data Analytics, Cybersecurity, Blockchain, IoT, or other related domains, including capacity building, upskilling, or vocational training programs.</li> </ul>	
F.	<p>The Consortium Partner (s) to bring eligible OEM who meets the eligibility requirements as per customer tender &amp; eligibility proofs towards the same need to be submitted along with the EOI bid proposal.</p>	<p>Supporting documents including OEM customer credentials for the OEMs whose deployment experience is asked in the EOI, to be submitted along with bid.</p> <p>OEM MAFs may be arranged at the time of customer tender submission and undertaking regarding the same need to be submitted along with the bid Manufacturer Authorization Form (MAF) from OEM/Vendors for each product as per Annexure XIII</p>
G.	<p>The Consortium Partner(s) should not be blacklisted/debarred with Ministry of Communication or BSNL or any government department debaring order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) covering all central Ministries/ Departments as per provision of OM No.F.1/20/2018-PPD by Department of Expenditure (DoE), MoF dated on 2nd Nov 2021 as on Bid submission date.</p>	<p>The Bidder</p> <p>An undertaking signed by CEO/Country Head/ Authorized Signatory of the company to be provided on Non – judicial stamp paper of INR 100/- or such equivalent amount and document duly attested by notary public as per Annexure V.</p>

H.	<p>The Consortium Partner (s) are requested to kindly go through the Office Memorandum No.: F. No.6/18/2019-PPD dated 23.07.2020 &amp; Office Memorandum No.: F.18/37/2020- PPD dated 08.02.2021 of Ministry of Finance, Dept. of Expenditure, Public Procurement division related restrictions on procurement from border countries. As per this GR, bidders are required to quote/offer the product which adheres to this GR.</p>	<p>The bidder/ OEM shall submit an undertaking in this regard as per format provided under Annexure-VI</p>
I.	<p>The consortium partner(s), particularly the Training Partner and/or OEM, should have a minimum of 6 duly certified trainers on their payroll in relevant IT and emerging technology domains. Preference will be given to partners having a larger pool of certified trainers aligned with industry standards.</p>	<p>Undertaking with Key technical Manpower details to be provided</p>
J.	<p>Bidder should submit write up on Project Implementation Plan and capability (technical and financial) on how the project will be executed by the bidder covering the topics &amp; presentation to be followed after technical evaluation which should include the following topics</p> <ul style="list-style-type: none"> <li>i. Understanding of project</li> <li>ii. Approach &amp; Methodology for establishment of network</li> <li>iii. Technical and Domain Experience</li> <li>iv. Credentials of previous projects handled.</li> <li>v. Credentials of manpower planned for deployment</li> </ul>	<p>Write-up on Project Implementation Plan and capability (technical and financial) on how the customer EOI/tender implementation will be executed by the bidder should be submitted.</p>
K.	<p>A self-certificate with proper contact detail of customers (Details of End User – Firm Name, contact person, Designation, Telephone Number, Fax, Official mail id etc.) for the experience proof submitted along with PO reference and value of the project. The same should be issued by authorized signatory of bidder.</p> <p>ITI LTD reserves the right to verify the correctness of the client certificates (PO Copies/Work orders) and any other information submitted by the bidder in his offer. In case of any wrong information submitted by bidder, the bid will be rejected and subsequently the bidder will be blacklisted from doing any business with ITI Limited.</p> <p>The experience details to be filled as per Annexure – IV</p>	<p>Self-certificate with proper contact detail of customers to be provided</p>

L.	The bidder must have one office in Gujarat: Undertaking as per Annexure-F is to be submitted. Please submit the valid & latest copy of any of the following: Property Tax bill / Electricity Bill / Telephone Bill / GST Registration / Lease Agreement In case, the bidder does not have an office in Gujarat, the bidder should give the undertaking to open an office in Gujarat within 30 days from the date of agreement.	
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#### **4(ii) Checklist of documents/information to be submitted by bidder**

1.	All eligibility documentary proof as per clause 4(i)
2.	Company Profile
3.	Certificate of Incorporation
4.	Memorandum & Articles of Association
5.	Quality Certificate – ISO 9001:2015 / ISO 27001:2013 /ISO 20000 for Information Security Management System
6.	GST certificate
7.	Copy of PAN Card
8.	CIN (Corporate Identity Number), if applicable
9.	Experience/ Work Completion Certificate issued & signed by the PO issuing authority or an authority authorized by the PO issuing authority of the client entity OR Contract clearly highlighting the scope of work and quantities of the contract/ order.
10.	Authorization letter in the company letterhead authorizing the person signing the bid for this EOI and Power of Attorney (POA) on Rs.100/- stamp paper along with board of resolution
11.	List of Directors / CEO / COO including their name (s) and address(s) Director Identification Number [DIN] of all the Directors. Corporate Identity Number [CIN].
12.	Undertakings (in Company letter head ) for acceptance of terms and conditions as per Annexure- I
13.	Bidders Details as per Annexure II
14.	Annexure III as per format for the Clause by clause compliance to all Terms & Conditions of all the Sections of this EOI (including its corrigendum/amendments), duly Signed and Stamped on the Letter Head of their Organization.
15.	Work Experience Details – project wise Annexure IV
16.	Not blacklisted undertaking Annexure-V

17.	Undertaking regarding No Land border Sharing (To be in Bidder's Letter Head) Annexure-VI
18.	Pre-Contract Integrity Pact as per Annexure-VII
19.	Bid Security Format Annexure-VIII (Bank Guarantee (To be typed on Rs.100/- non- judicial stamp paper)
20.	Bid Securing Declaration Annexure –IX (If applicable)
21.	Non-Disclosure Agreement Annexure-X (If applicable)
22.	Bid Form Annexure-XI
23.	Joint Bidding Agreement/Consortium Agreement Annexure –XII ( <i>as per customer tender requirement</i> )
24.	Manufacturers Authorization Certificate from OEM Annexure XIII
25.	No criminal case should be pending against the bidder anywhere in India. Self- certification should be provided to this effect.
26.	In case the participating partner has executed any work/project with/for ITI in last 5 years, a satisfactory certificate signed by at least DGM level/or above officer from ITI to be submitted for such project as a mandatory eligibility criterion for selection in the EOI
27.	In case the end customer requires an AMC followed by the project execution, AMC charges will be quoted by partner as optional item and ITI reserves the right to either award AMC to a partner or float a separate RFP at end of project completion, which will be abide by partner/bidder. Undertaking for compliance of the same to be submitted along with the bid
28.	All the equipment installed while execution of the project should be TEC approved or have a valid TSEC clearance/certificate of such equipment to be taken before deployment in the customer premises. Undertaking for the same to be submitted along with the bid
29.	<p>Declaration as below to be submitted</p> <p>““We hereby declare on our own volition not to undertake or partner with any other organization directly or indirectly or not to submit any bid against the EoI/RFP/Tender published by other organizations for addressing the same business opportunity of the end customer for which this EoI/RFP/Tender has been published. We also undertake that we will not submit any bid directly to the end customer's tender enquiry if we are being finalized as a BA (Business Associate) Partner of ITI against this EoI/RFP/Tender.</p> <p>In case the above undertaking is not adhered or breached we shall indemnify ITI Limited for loss caused and violation of integrity in relation to business relation and shall accept a vigilance action recommended by appropriate authorities of ITI Limited”</p>

#### 4(iii). General Terms & Conditions

General	Please provide compliance for the following clauses	Compliance
30.	ITI LTD reserves the right to quote & supply ITI LTD manufactured products (in full or partial quantity) if BOM of Tender/Project contains ITI LTD manufactured products.	
31.	ITI LTD reserves the right to undertake services likes installation and commissioning activities, Annual Maintenance Contract (AMC) etc.	
32.	All activities like Proof of concept/demo on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of bidders	
33.	Bidder should be willing to impart required training to ITI LTD engineers for undertaking services & execution of project	
34.	Selected partner shall be fully responsible for compliance with all end customer tender conditions, including penalties, LD, and performance obligations.	
35.	ITI reserves the right to consider technical strength, past experience, and overall capability along with financial evaluation	
36.	Bidder will be responsible for any shortcoming in the BOM and the same should be rectified free of cost	
37.	Bidder should be willing to sign an exclusive agreement with ITI LTD for smooth execution of this project	
38.	Bidder must arrange to submit the MAF in the name of ITI LTD and must work on exclusive basis with ITI LTD	
39.	All commercial terms (proportionate to the scope of work) will be as per the customer Tender/PO.	
40.	<p><b>Tender Fee &amp; Earnest Money Deposit (EMD) :</b></p> <p><b>The Bidder shall furnish Tender Fee of Rs. 15,000.00 (Non-refundable), EMD of Rs. 33 Lakhs Only</b></p> <p>in the form of BG/ Committee decides as per Customer tender requirement, at the time of customer tender submission. Undertaking regarding the same need to be submitted along with the EOI bid proposal Undertaking regarding the same needs to be submitted along with the EOI</p>	
41.	PBG: The selected bidder has to provide PBG 5 % of the total order value or as per customer RFP, whichever is higher while placing the contract after winning the customer tender will be borne by the selected bidder.	

42.	<p><b>Delivery Schedule:</b></p> <ul style="list-style-type: none"> <li>• Delivery Schedule as per the end customer Tender/ PO on back to back basis (proportionate to the scope of work)</li> <li>• Period of execution shall be in line with the end customer</li> <li>• The project I&amp;C will be considered as completed after obtaining NOC/Commissioning Certificate from the end customer. Further</li> </ul> <p>Warranty/AMC shall be supported as per end customer.</p>											
43.	<p><b>LD Clause:</b> LD (proportionate to the scope of work) shall be as per ITI LTD LD Clauses (@ 0.5% of order value per week or part thereof 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 bidder) OR as per the end customer PO/tender clause whichever is higher.</p>											
44.	<p><b>Payment Terms:</b></p> <p>a. Payment terms will be as per end customer tender/PO and will be done through an Escrow account on back-to-back basis preferably.</p> <p>b. Payment to the partner shall be done after deduction of all</p> <ul style="list-style-type: none"> <li>i. LD/recoveries imposed by end customer (if any) (proportionate to the scope of work), and</li> <li>ii. ITI LTD's margin &amp; statutory dues (including GST)</li> </ul> <p>If the partner disagrees with the deductions, the partner will have to write to ITI LTD with all the explanation &amp; supporting documents</p>											
45.	<p>Transfer and Sub-letting. The Partner has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present without the permission of tendering authority.</p>											
46.	<p><b>EARNEST MONEY DEPOSIT (EMD):</b></p> <p>The Bid Security shall be deposited either in cash through e-payment mode (NEFT/RTGS/Bank Transfer) or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The documentary proof towards on-line EMD submission must be up-loaded to the e-Procurement portal.</p> <p>The Bank details for crediting / transferring money to ITI Limited is as below.</p> <table border="1" data-bbox="325 1794 1267 2054"> <tr> <td><b>Bank:</b></td> <td>STATE BANK OF INDIA</td> </tr> <tr> <td><b>Branch:</b></td> <td>DOORAVANINAGAR BRANCH</td> </tr> <tr> <td><b>Branch Address:</b></td> <td>DOORAVANINAGAR BRANCH 560016</td> </tr> <tr> <td><b>Account No:</b></td> <td><b>10637729821</b></td> </tr> <tr> <td><b>IFSC:</b></td> <td><b>SBIN0001438 ( Current AC)</b></td> </tr> </table>	<b>Bank:</b>	STATE BANK OF INDIA	<b>Branch:</b>	DOORAVANINAGAR BRANCH	<b>Branch Address:</b>	DOORAVANINAGAR BRANCH 560016	<b>Account No:</b>	<b>10637729821</b>	<b>IFSC:</b>	<b>SBIN0001438 ( Current AC)</b>	
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<b>IFSC:</b>	<b>SBIN0001438 ( Current AC)</b>											

## 5. Financial Bid:

### Name of Bidder:

Sl. No	Description	Price/Margin
A	Submit Lumpsum details for supply and service items as per Schedule of Requirements (SoR) and Scope of Work (SoW) in INR (without Taxes)	
B	Quote margin to ITI as a percentage of A	
C	Absolute value of Margin = $A*B$	
D	Overall Quoted price = $A-C$	

During evaluation bidders with least “D” will be selected

**Note:** SoR & SoW as per Tender document

- During evaluation, bidders with least value of “D” considering the above cost calculation will be selected for addressing the customer tender.
- The bid having higher value of “B” will be selected in case of tied D
- If the bidder is selected, during the final tender submission, the price to be quoted shall not be more than price “A” and the margin offered to ITI shall not be less than “B” and there is provision of ITI project management charges to be included in the price bid at the time of customer tender submission
- “The price quoted at ‘A’ is an indicative price(transfer price of the bidder to ITI LTD), however, during customer tender submission, the final price to be quoted will be mutually discussed wherever possible between ITI & Selected partner so as to arrive as a winning bid for this tender”.

## 6. Special Conditions of EOI:

- No advance will be paid to the selected implementation partner, even though ITI LTD is eligible to get advance from the customer being a front-end bidder. Note: Any deviation to this will be as per Govt of India guidelines
- Bidder should not undertake or partner with any other organization directly or indirectly or not to submit any bid against the EoI/RFP/Tender published by other organizations for addressing the same business opportunity of the end customer for which this EoI/RFP/Tender has been published. We also undertake that we will not submit any bid directly to the end customer’s tender enquiry if we are being finalized of ITI against this EoI/RFP/Tender.

## 7. Evaluation:

- a. The process of evaluation will be as below: All the bids will be scrutinized for technical and financial eligibilities, undertakings and compliance to EOI terms and conditions. The PO copies/experience certificates submitted by the bidders will be cross verified with the issuing authorities/clients.
- b. Financial Bid opening will be done after the evaluation of Technical bid (Only for technically qualified bidders)
- c. Bidder will be selected based on the financial bid format

## 8. Note:

- a. The Bidding (For Technical & Financial Part of the Bid) would be subjected to an Online / e-Tendering process. The prospective Bidders are requested to go through <https://itilimited.ewizard.in/> to understand the entire e-Tendering Process and follow the Registration and Bidding Process on <https://itilimited.ewizard.in/> as defined in the document. In case of any clarifications on e-tender portal, bidders may contact the portal helpdesk of <https://itilimited.ewizard.in/>.
- b. The Technical Bid shall be uploaded in e-procurement site of ITI Limited (<https://itilimited.ewizard.in/>). For submission of online bid and procedure to be followed, visit <https://itilimited.ewizard.in/>.
- c. ITI's Tender document can be downloaded from ITI web site [www.itilttd.in](http://www.itilttd.in) or CPP portal [www.eprocure.gov.in](http://www.eprocure.gov.in). For uploading the bid proposal, all bidders have to register in our eProcurement portal (<https://itilimited.ewizard.in/>). When submitting the bid please state the tender ID.
- d. Any clarifications regarding the tender can be obtained from Shri C M Singh email: [Cmsingh\\_rodell@itilttd.co.in](mailto:Cmsingh_rodell@itilttd.co.in), Mob: 9891512962 & Shri Malay Adhikari email; [malay\\_rom@itilttd.co.in](mailto:malay_rom@itilttd.co.in) Mob: 9898012027 .
- e. Technical bids will be opened at **11:00 AM on 13.05.2026**
- f. All the bids will be scrutinized as per eligibility conditions and compliance to the EOI terms & conditions.
- g. Financial Bid opening will be done after the evaluation of Technical bid (Only for technically qualified bidders).
- h. Bid offered should be valid for a period of 180 Days from the date of opening of EOI response.
- i. Conditional offers are liable for rejection.
- j. Consortium of ..... members is allowed (if applicable)
- k. The Bidders should give Clause by clause compliance (as per annexure III) of EOI with references to supporting documents; otherwise the offers are liable for rejection.
- l. The bidder to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.

- m. In the event that ITI LTD is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the bidder at latter's cost and expenditure.
- n. ITI LTD reserves the right to suspend or cancel the EOI process at any stage, to accept, or reject any, or all offers at any stage of the process and / or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever.
- o. Bidders, whose Purchase Order(s) for any Project of ITI LTD was/were cancelled on risk & cost basis for non-performance or non-submission of performance guarantee in last 2 years, are not eligible to participate in this tender.
- p. Any existing vendor/partner of ITI Ltd. willing to participate in this EOI/RFP must have a good track record with ITI or submit a Performance Clearance Certificate from the respective concerned ITI unit/office.
- q. **Cost of EOI:** The bidder shall bear all costs associated with the preparation and submission of his offer against this EOI, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI LTD. ITI LTD will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.
- r. **Amendment of EOI:** At any time prior to the last date for receipt of offers, ITI LTD, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their offers, ITI LTD may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for EOI.
- s. ITI LTD will not consider any or all of the bids if they are not meeting EOI requirements.
- t. ITI LTD may at its discretion reject any offers received for selection without assigning any reasons.
- u. This EOI will be available on Govt & ITI Ltd website: "<http://www.itiltd.in/> " under its Tender/EOI Section.

## 9. Other Terms and conditions:

- i. **Confidentiality:** All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the customer to the bidder, in connection with the customer PO, whether such information has been furnished before, during or following completion or termination of the customer PO are confidential.  
If advised by the Customer, all copies of such information in original shall be returned on completion of the bidder's performance and obligations under this customer PO.
- ii. **Transparency:** All customers are responsible and accountable to ensure transparency, fairness, equality, competition and appeal rights. This involves simultaneous, symmetric and unrestricted dissemination of information to all likely bidders, sufficient for them to know and understand the availability of bidding opportunities and actual means, processes and

time limits prescribed for completion of registration of bidders, bidding, evaluation, grievance redressal, award and management of contracts.

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

- ii. **Indemnity:** Bidder to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer. LD/ Penalties incurred on account of delay in supply, product failure during warranty if any and deficiency in Warranty and AMC services shall be borne by the bidder
- iii. **Arbitration:** In case amicable settlement is not reached in the event of any dispute of difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the bidder in any manner touching upon the contract, such dispute or difference shall (Except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by ITI LTD.
  - The award of the arbitrator shall be binding upon the parties to the dispute.
  - Subject as aforesaid, the provisions of Arbitration and reconciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to arbitration proceedings under this clause. The cost of arbitration shall be borne equally by both the parties.
  - Work under the contract shall be continued during the arbitration proceedings.
  - Failure to comply with any of the above conditions can result in termination of the contract, forfeiture of the security deposit, penalty as may be decided by ITI LTD and future blacklisting of the bidder.
  - The arbitration location will be at Bengaluru
- iv. **Set Off:** Any Sum of money due and payable to the bidder under this customer PO may be appropriated by the customer or any other person contracting through the ITI LTD and set off the same against any claim of the customer for payment of a sum of money arising out of this EOI or under any other EOI/contract made by the bidder with the customer.
- v. The interested bidder may like to discuss the customer tender related information, EOI Bidding Conditions, Bidding Process and clarifications, if any may contact Shri C M Singh email: [Cmsingh\\_rodel@itilttd.co.in](mailto:Cmsingh_rodel@itilttd.co.in) , Mob: 9891512962 & Shri Malay Adhikari email; [malay\\_rom@itilttd.co.in](mailto:malay_rom@itilttd.co.in) Mob: 9898012027 .
  -
- vi. **Intellectual Property Rights:**
  - All deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the bidder under this customer PO shall become and remain the property of the customer and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without: the customer's prior written consent.
  - The bidder shall, not later than upon termination or expiration of this customer PO, deliver all such documents and software to the customer, together with a detailed inventory thereof.

- The bidder may retain a copy of such documents and software but shall not use it for any commercial purpose.
- vii. **Language of offers:** The offers prepared by the Company and all the correspondences and documents relating to the offers exchanged by the companies shall be written in English language.
- viii. **PROGRESS REPORT:** Selected partner shall, compile, prepare and submit on time, periodical progress reports (monthly or as required by ITI LTD) on the progress of Business orders, delivery and implementation of services on related projects where ITI LTD products & services are to be utilized.
- ix. **TERMINATION FOR DEFAULT:** Any of the following events shall constitute an event of default by the bidder entitling the Competent Authority to terminate the contract.
- If the bidder fails to perform any obligation(s) under the Contract
  - If bidder, does not remedy his failure within a period of 30 days (or such longer period as the ITI LTD may authorize in writing) after receipt of the default notice from the ITI LTD
  - If selected bidder fails to fulfil its part of the work to the satisfaction of ITI LTD, then ITI LTD shall have the right to terminate the contract.
- The contract shall not be terminated for failure to discharge responsibilities due to force majeure situations or failure by ITI LTD to meet conditions precedent.
- x. **FORCE MAJEURE:** If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by the either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this and contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the ITI LTD as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at its option terminate the contract.
- xi. **TERMINATION FOR INSOLVENCY:** ITI LTD may at any time terminate the contract by giving written notice to the bidder, without compensation if the bidder becomes unwilling, bankrupt or otherwise insolvent
- xii. **ITI's Right to accept any bid and to reject any or All Bids or to cancel the EOI:** ITI LTD reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of ITI's action.

- xiii. **Amendment of EOI:** At any time prior to the last date for receipt of offers, ITI LTD, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their offers, ITI LTD may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for EOI.
- xiv. **Disclaimer:** ITI LTD and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI LTD and/or any of its officers, employees.
- xv. All other terms as conditions is as per customer RFP.

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

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

1. To work with ITI LTD complying with the EOI and Customer Tender terms and conditions including corrigenda, amendments, prebid clarifications, agreements etc. Also, we agree to implement the project (scope of work as per Customer Tender terms and conditions including investment) covering Warranty & post-warranty services, maintenance etc, in the event of ITI LTD winning the contract.
2. Submit Tender document fee of Rs ...../-, Earnest Money Deposit (EMD) as per tender required, while submitting the customer tender. PBG as per customer tender to be borne by the selected bidder at the time of placement of order as per customer tender and its amendments/corrigendum/ clarification. In cases where ITI LTD is exempted from providing EMD & PBG or allowed to submit Corporate Guarantee in place of Bank Guarantee to customer, bidder shall provide EMD (while submitting the bid to the customer) & PBG as per EoI conditions.
3. To support ITI LTD for preparation of the EOI/tender, post bid clarifications, technical presentations and any other requirements as per end customer requirement.
4. To submit OEM MAF in the name of ITI and other OEM related certificates as per customer RFP formats and all other technical documents/certificates/data sheets/solution as per customer tender requirement
5. That we will be equipped with the required manpower with qualifications, certifications and experience as mentioned in the customer tender.
6. The Bidder to bring exclusive OEMs for different equipment who meets the OEM eligibility criteria as per customer RFP/tender requirement.
7. to comply with all the end customer EOI/tender requirements including technical specifications
8. To get required certificate& support (warranty & post-warranty/maintenance) in the name of ITI LTD from the OEM as per customer tender requirement.
9. we do also hereby irrevocably and unconditionally agree and undertake to save and keep ITI Ltd, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against ITI Ltd by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-

adherence to any statutory / regulatory requirements and / or any other law for the time being in force.

10. Should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing.
11. Should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
12. To make all arrangements and carry out Proof of Concept (PoC) at bidder's cost
13. To obtain relevant statutory licenses/certifications for operational activities at own cost.
14. To sign MoU/Teaming Agreement, Integrity Pact with ITI LTD for addressing the customer tender as per customer's tender terms and conditions.
15. To indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
16. To support the offered equipment for the period including warranty and AMC as per customer tender conditions.
17. To supply equipment/components which conform to the latest year of manufacture.
18. Certify that all the hardware/ software supplied under the contract shall not contain any embedded malicious codes that could inhibit the desired functions of the equipment or cause the network to malfunction in any manner.
19. We declare that the information and documents submitted along with the EOI/customer tender are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
20. We understand that if the contents of the certificate submitted by us are found to be forged/false at any time during process for evaluation of EOI/tenders, it shall lead to forfeiture of the Bid Security and may also lead to any other action provided in the contract including banning of business for a period of upto two years. Further, we and all our constituents understand that our offer shall be summarily rejected.

(Signature and Stamp of the Bidder)

**Bidders Profile**

1.	Name and address of the company			
2.	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Website)			
3.	Area of business			
4.	Date of Incorporation			
5.	Annual Turnover for the last three (3) audited financial years (Rs in Cr)	2022-23	2023-24	2024-25
6.	Net worth for the year current year (Ex: 2024- 25) (Rs in Crs)			
7.	GST Registration number			
8.	PAN Number			
9.	CIN Number, if applicable			
10.	Number of technical manpower in company's rolls			

(Signature and Stamp of the Bidder)

### Compliance Statement

S.No	Clause No.	Clause	Compliance (Complied/ Not Complied)	Remarks with Documentary Reference
1.				
2.				
3.				
4.				
5.				

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

(Signature and Stamp of the Bidder)

**Work Experience Details – project wise**

<b>Sl. No</b>	<b>Information Required</b>	<b>Details</b>
1	Name & Scope of work of the project	
2	Entity for which the project was undertaken (Customer Name & Contact Details including email ID, Contact number	
3	Project Cost	
4	PO No & Date	
5	Date of commencement of the project	
6	Actual Completion Date	
7	Role of bidder	
8	Brief Description of the project	
9	Completion Date	

(Signature and Stamp of the Bidder)

**UNDERTAKING FOR NOT**  
**BLACKLISTING**  
(Non-Blacklisting declaration)

To:

ITI Ltd,  
XXXXXXXX  
XX

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

Dear Sir,

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

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

Sincerely,

Name  
Title  
Signature

**Format of Certificate for Tenders for Goods/Service/Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017.**

To:  
ITI Limited,  
-----

Dear Sir,

Ref: Your EOI No. .... dated  
..... Bidder Name:  
.....

We, M/s----- are a private/public limited company/LLP/Firm [strike off whichever is not applicable] incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, 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:

- d) 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 23<sup>rd</sup> 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.
- e) 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 Annexure I to the said Office Memorandum / Order and we submit the proof of registration herewith.

(\*Delete whichever is not applicable)

- f) 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.

2. We, the Bidders hereby confirm that we fulfil all the eligibility criteria as per RFP/NIT 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 forthwith 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 ITI Limited on account of the above.
3. 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 of "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.

ii) **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 shareholder's agreements or voting agreements;
- iii) 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;
- iv) 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;
- v) 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;
- vi) 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 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.

**PRE-CONTRACT INTEGRITY PACT**

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

EOI No.....

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

**BETWEEN:**

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

**AND:**

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

**Preamble**

WHEREAS the Principal intends to award, under laid down organizational procedures, contract for of ITI Limited. The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s)/ Contractor(s).

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

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

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

## **SECTION 1 – COMMITMENTS OF THE PRINCIPAL**

- 1.3. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
- d. 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.
  - e. 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.
  - f. The Principal will exclude from the process all known prejudiced persons.
- 1.4. If the Principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Actor if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

## **SECTION 2 – COMMITMENTS OF THE BIDDER/CONTRACTOR**

- 2.1. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the tender process and during the execution of the contract.
- h. 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.
  - i. 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.
  - j. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - k. The Bidder(s)/Contractor(s) of foreign original shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
  - l. 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.

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

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

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

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

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

Shri Atul Jindall, IFS (Retd.)  
3/10 Vishesh Khand Opp. Little Friend School Gomti Nagar,  
Lucknow-226010(UP)  
&  
Shri Benny John, IRS (Retd.):  
Villa No. 36, Kent Plam Villas, Fort Valley Township, Athani,

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

**SECTION 9 – PACT DURATION**

- 9.1 This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/guarantee period of the project / work awarded, to the fullest satisfaction of the Principal.
- 9.2 If the Bidder(s)/Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Bidder(s)/Contractor(s).
- 9.3 If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

**SECTION 10 – OTHER PROVISIONS**

- 10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall 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.
- 10.3 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate Office of the Principal at Bengaluru.
- 10.4 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.
- 10.5 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.
- 10.6 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.7 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- 10.8 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

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

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

(Name & Designation)

(Name & Designation)

Witness

Witness

3) .....

1).....

4) .....

2).....

**BID SECURITY FORM (EMD)**

Whereas \_\_\_\_\_  
 (Hereinafter called the tenderer) has submitted their offer dated \_\_\_\_\_  
 \_\_\_\_\_ for the supply of \_\_\_\_\_  
 \_\_\_\_\_ (Hereinafter called the tender)

Against the Purchaser's Tender No. \_\_\_\_\_ KNOW ALL MEN  
 by these presents that WE \_\_\_\_\_ (Bank Name) of having our registered office at  
 \_\_\_\_\_ are bound unto (here in after called the "Purchaser") In the sum of  
 \_\_\_\_\_.

For which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**THE CONDITIONS OF THIS OBLIGATION ARE**

(1)	If the tenderer withdraws or amends or modifies or impairs or derogates from the Tender in any respect within the period of validity of this tender.
(2)	If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity.
(a)	Fails to furnish the Performance Security for the due Performance of the contract.
(b)	Fails or refuses to accept/execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
 (Signature of the authorized officer of the Bank)

Name and designation of the officer  
 Seal, name & address of the Bank and address of the Branch

Note: Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

**BID SECURING DECLARATION FORM (If applicable)**

Date: \_\_\_\_\_

Tender No. xxxx/xxxx/xxx/xx/ dated ...xx.20xx

To

The ITI  
LIMITED  
XXXXXX  
X  
XXXXXXX

**Subject: Tender No:** xxxx/xxxx/xxx/xx/ dated ...xx.20xx for THE -----

We, the undersigned, declare that:

- 1. I/We understand that, according to the conditions of tender, bids must be secured with a bid security as provided in the tender or to be supported with a Bid-Securing Declaration.
- 2. Accordingly, in lieu of Bid security, I/We unconditionally declare that:
  - (a). I/We will follow all the conditions of this tender secured with the Bid Security.
  - (b). I/we will not alter or change any of the conditions during the bid validity and after the award of Tender, if declared successful.
  - (c). I/We will abide by all the terms and conditions of the tender.
  - (d) I/we fully understand that I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of **two (2) years** upon receipt of your Blacklisting/Suspension Order,
  - (e) I/we will pay the applicable fine or damages as provided by any stipulation or guidelines from the appropriate authority in this regard for the violation of Bid Securing Declaration; and,
  - (f) I/We undertake to comply above, without prejudice to other legal action or remedies ITI Ltd. may have, to secure itself from the damages and losses incurred due to the act of violation by undersigned company/entity.

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

[Insert complete name of Bidder]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

Corporate Seal (where appropriate)

**NON-DISCLOSURE AGREEMENT (NDA) (If Applicable)**

This Non- Disclosure Agreement (the "Agreement") is made on this Date day of Month Year by and between

XXX, a Company incorporated under the Companies Act, 1956, having its Office at -----  
----- (hereinafter referred to as "XXX", which expression unless the context otherwise means, shall mean and include its successors, affiliates, administrators and assigns) as the party of the FIRST PART.

AND

ITI Ltd., a Company incorporated under the Companies Act, 1956/2013 having its registered office at ITI Bhavan, Dooravaninagar Bengaluru 560016 (hereinafter referred to as ITI, which expression shall, unless the context otherwise requires, mean and include its successors, affiliates, administrators, assigns, or by any other name by which it may be incorporated) as the party of the SECOND PART. Both XXX and ITI hereinafter be individually referred to as "Party" and collectively referred to as "Parties".

WHEREAS:

- A. The Parties intend to engage in discussions in order to evaluate entering into a potential business relationship ("Purpose" or "Proposed Transaction");
- B. It is anticipated that each Party may disclose or deliver (such Party, the "Discloser") to the other Party (such Party, the "Recipient"), certain confidential or proprietary information for the Purpose as set forth above;
- C. The Parties intend to safeguard and protect the Confidential Information (defined below) from being disclosed to any third parties or being used for any purpose other than the Purpose as mentioned herein above.

Now therefore in consideration of the mutual covenants and for other valuable consideration, the Parties agree as follows:

**1. Definitions**

"Confidential Information" shall mean any non-public business, commercial or technical information and data of a Party or that of its clients, including but not limited to information relating to any past, present or future business methods, technical systems, research and development projects, services, clients, liabilities, litigations, know-how and any information in respect of which the Discloser owes an obligation of confidentiality to any third party, whether disclosed in writing, orally, electronically or otherwise, by the Discloser or any other party on behalf of the Discloser. Any documents, copies or abstracts, or any modules, samples, prototypes or parts, which reflect or are generated from the foregoing information or data, will also be deemed as Confidential Information.

“Applicable Law” means all acts, rules, laws, legislations, statutes, orders, regulations, ordinances, decrees, rulings, policies, administrative guidelines, codes, instructions, judgments, court orders, treaties, bye-laws, notifications or any directives of any government or judicial authority in India. Applicable Law includes all amendments to and judicial interpretations of the foregoing.

“Authorized Recipients” means those persons who need to know or have access to the Confidential Information in the course of their professional duties, for the purposes of evaluating, negotiating or advising upon the Proposed Transaction, and include the Recipient's senior executives, professional advisers, agents and representatives.

“Affiliates” means, in relation to any Party, a person or entity that controls, is controlled by, or is under common control with such Party; for the purposes of this definition, control means (a) the ownership, directly or indirectly, of a majority of the voting securities of that Party, or (b) the power to direct the management or policies of that Party, whether by operation of law, contract or otherwise.

## **2. Manner of Disclosure**

- 2.1 The Recipient acknowledges that the Discloser’s Confidential Information is received under a duty of confidentiality to the Discloser. Recipient shall not disclose, copy, reproduce or distribute the Confidential Information or any part of it or otherwise make it available to any person except as permitted under this Agreement.
- 2.2 All Confidential Information shall be deemed as the Discloser’s trade secrets, unless otherwise designated by the Discloser as non-trade secret Confidential Information. The Recipient shall treat the Discloser’s Confidential Information with the same degree of care as it protects its own Confidential Information and in no case less than a reasonable degree of care. The Recipient shall keep all Confidential Information securely and properly protected against theft, damage, loss and unauthorized disclosure and access (including access by electronic means).
- 2.3 The Recipient and its Authorized Recipients shall use the Confidential Information solely for the purpose of evaluating and negotiating the Proposed Transaction and not for any other purpose. Under no circumstance shall the Recipient or its Authorized Recipients use any Confidential Information in relation to its own business (other than for the purpose of evaluating and negotiating the Proposed Transaction) or to compete with the Discloser or its Affiliates.
- 2.4 The Recipient may use or disclose Confidential Information only:
  - a) For the purpose of evaluating the Proposed Transaction or as may be necessary for fulfilling its obligations or effectively exercising its rights pursuant to the Proposed Transaction;
  - b) To Authorized Recipients, provided that they are bound by the same obligations of confidentiality as the Recipient under this Agreement;
  - c) If permitted by the Discloser in writing, prior to the disclosure; or
  - d) To the extent required by an order of any court or other governmental authority, but only after the Discloser has been so notified and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such order.

2.5 The Recipient shall notify the Discloser immediately upon becoming aware that any of the Information has been disclosed to, or obtained by, a third party otherwise than as permitted under this Agreement.

### **3. Return of Information**

3.1 Upon written request by the Discloser, or upon the termination or expiry of this Agreement (whichever is earlier), the Recipient shall, and shall ensure that its Authorized Recipients, promptly at its/their own cost and expense:

- a) return all Confidential Information to the Discloser, without retaining any copies of such Confidential Information; and
- b) Permanently removes all Confidential Information from any and all computer, word processor, disk, memory stick or other devices containing such Confidential Information, except when the Discloser's prior written permission to retain Confidential Information has been obtained by the Recipient. In such an event, the obligations under this Agreement shall continue to apply to any such Confidential Information retained.

3.2 The provisions of Clause 3.1 above shall not apply to the extent that the Recipient or any Authorized Recipient is required to retain any Confidential Information by any Applicable Law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body. In such an event, the obligations under this Agreement shall continue to apply to any such Confidential Information retained.

### **4. Exceptions**

The obligations under Clauses 2 and 3 above shall not apply to any Confidential Information, which the Recipient can prove:

4.1 is at the time of disclosure, already in the public domain or is available to the public through no breach of this Agreement by the Recipient, except that Confidential Information shall not be deemed to be in the public domain merely because a part of the Confidential Information is embodied in general disclosures or because individual features, components or combinations thereof are known or become known to the public; or

4.2 is received by the Recipient from a third party free to lawfully disclose such information to Recipient; or

4.3 Is independently developed by the Recipient without the benefit of any of the Confidential Information, as evidenced by written documentation.

### **5. Refusal**

Either Party shall have the right to refuse to accept any Confidential Information under this Agreement prior to any disclosure or nothing herein shall obligate either Party to disclose any particular Confidential Information.

## **6. No License or Obligation**

It is understood that no license or right of use under any patent or patentable right, copyright, trademark or other proprietary right is granted or conveyed by this Agreement. The disclosure of Confidential Information shall not result in any obligation to grant the Recipient any rights therein or to proceed with the Proposed Transaction.

## **7. No Remuneration, Warranty and Liability**

- 7.1 The Parties are not entitled to any remuneration for disclosure of Confidential Information under this Agreement. No warranties of any kind are given and no liability of any kind shall be assumed by the Discloser with respect to such Confidential Information or any use thereof, nor shall the Discloser indemnify the Recipient against or be liable for any claims by the Recipient, Authorized Recipients or any third party with respect to Discloser's Confidential Information or any use thereof.
- 7.2 Confidential Information is provided on an "as is" basis. In no event shall the Discloser be liable for the accuracy or completeness of the Confidential Information.
- 7.3 Any breach of this Agreement by a Party's Affiliate or Authorized Recipient shall constitute a breach of this Agreement by that Party.

## **8. Termination**

The Recipient's obligations under this Agreement as regards Confidential Information that is designated as non-trade secret Confidential Information shall expire on the earlier of (i) completion of 3 years from the last disclosure of Confidential Information under this Agreement or (ii) the execution of definitive binding documentation implementing the Proposed Transaction and containing no less stringent obligations than those contained herein.

## **9. Non-Solicitation**

Neither Party shall, directly or indirectly,

- a) hire or appoint any person who is a director, employee, consultant or individual working under a contract with the other Party; or
- b) Solicit, encourage or influence or seek to encourage or influence the foregoing persons to leave his/her current employment or to breach the terms of such employment, consultancy or contract, except with the prior consent of the other Party.

The obligations under this Clause shall expire at the earlier of

- i) Completion of 6 (six) months from the date of the last interactions between the Parties under this Agreement or
- ii) The execution of definitive binding documentation implementing the Proposed Transaction and containing obligations similar to the obligations contained in this Clause.

## **10. No Public Disclosure**

Neither Party shall make any public statement, announcement or disclosure to third parties concerning the existence of this Agreement or its terms, the business relationship (if any) between the Parties or the Proposed Transaction, without the prior written approval of the other Party.

### **11. No Assignment**

This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

### **12. Written Form**

The provisions of this Agreement may not be modified, amended or waived, except by a written instrument duly executed by the Parties hereto.

### **13. Severability**

If any provision of this Agreement is determined to be invalid, illegal or unenforceable under the Applicable law, the remaining provisions of this Agreement to the extent permitted by law shall remain in full force and effect. To the extent practicable, the offending provision to be replaced with a valid, enforceable, legal provision that reflects the intention of the offending provision.

### **14. Arbitration & Applicable Law**

14.1 If any dispute and/or difference arises out of or in connection with any of the terms of this Agreement shall, the Parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an amicable settlement shall be considered to have failed if not resolved within 60 (sixty) days from the date of the dispute.

14.2 Failing such amicable resolution, such dispute or difference shall be referred to arbitration by a sole arbitrator appointed by XXX to be conducted as per the Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be Bangalore (India) and the arbitration proceedings shall be carried out in English language. The arbitral award shall be final and binding on Parties.

i. The above clauses on Arbitration shall survive for three (03) years even after the expiry/termination of agreement.

ii. It is expressly understood and agreed by and between parties 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 between the Parties that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is hereby expressly understood and agreed that ITI is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. ITI represents and XXX 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 between the Parties 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, XXX hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader 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.

14.3 Nothing in Agreement shall prevent either Party from applying to a court for provisional or interim measures or injunctive relief as may be necessary to safeguard such Party's Confidential Information or other rights hereunder. For such purpose, appropriate courts

in Mumbai shall have exclusive jurisdiction.

IN WITNESS WHEREOF THE AGREEMENT ON THE DATE HEREINABOVE.

For XXX PARTIES AND AT HERETOHAVE EXECUTED THIS THE PLACE FIRST MENTIONED

For ITI Limited

For BIDDER(S)

.....

.....

..... (Name & Designation)

(Name & Designation)

Witness

Witness

1) .....

1).....

2) .....

2).....

**BID FORM**

EOI No.

Dated

To

ITILimited,  
XXXXXXXX

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos. the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver ..... in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, if our Bid is accepted, to commence deliveries as per the schedule given as part of this tender.
3. If our Bid is accepted, we will obtain the performance guarantee from a Scheduled Bank mentioned as mentioned in the RFP.
4. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly prepared and submitted in the relevant sections of e- bidding portal as to prevent any subsequent alteration and replacement. Also pricing details / information is not made available in the technical section of e-bidding portal.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.
8. We understand that the Bid document so submitted is the true copy of ITI tender documents available on ITI website [www.itilttd.in](http://www.itilttd.in). Any deviation will result in the rejection of the bid.

Dated this .....day of 20...

Name and Signature -----

In the capacity of

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

Witness: .....

Address: .....

Signature

## **Annexure XII**

Consortium/Joint Bidding Agreement as per customer tender documents (in case of submitting bid as a consortium)

**Manufacturer Authorization Form (to be printed in the letter head of OEM) or format as per customer tender document format**

To  
Customer Address

Sub: Manufacturer Authorizations Letter for Request for Proposal for .....

Reference no. : Tender Ref..... Dated.....

Sir,

1. We, <OEM Name> having our registered office at <OEM address>, hereinafter referred to as OEM are an established manufacturer of the following items quoted by ITI Limited, having their registered office at Registered Corporate Office, ITI Limited, Doorvani Nagar, Bangalore - 560016, hereinafter referred to as Bidder:

SI No	Description of Items/Product	Make	Model

2. We <OEM Name> authorize ITI Limited, Bangalore to quote our above-mentioned item(s) for above mentioned tender.
3. We confirm that we have understood the delivery & installation timelines defined in the tender and there won't be any delay in delivery, installation and support from our side. We commit the support of the offered equipment during supply, warranty and post warranty period including spares, patches, upgrades/updates, etc for the quoted product/software for minimum 5 years and extendable to another two years as per tender requirement.
4. We also ensure to provide the required spares and service support as pre-purchased for the supplied equipment as per tender terms.
5. We hereby declare that the products being quoted by the bidder is not declared as at "end-of- sale" and "end-of-support" and should not be a refurbished product.

Thanking You

For <OEM/Manufacturer name>  
< (Authorized Signatory of OEM)> Name:  
Designation: Contact  
Details: Seal of the  
Company Date:

**Bipartite Agreement (to be signed by selected partner on Stamp Paper before submission of customer tender)**

**Bipartite Agreement**

This **Bipartite Agreement** is signed on \_\_\_\_\_ and made effective from \_\_\_\_\_ day of ..... 2026 (“Effective Date”) at..... (Place of signing) between

**ITI Limited** [CIN No. L32202KA1950GOI000640], a Company registered under the Mysore Companies Act XVIII of 1938 with its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bangalore - 560016, India, hereinafter referred to as “**ITI**” which expression shall include its successors and its permitted assigns, of one part

**AND**

**XXXX** [CIN:.....], a Company registered under the Companies Act 1956, with its registered office at ..... India, hereinafter referred as “.....”, which expression shall include its successors and permitted assigns, of the second part.

**ITI and XXXX** are individually referred to as “Party” and collectively referred to as “Parties”.

**WHEREAS**

- a. **ITI**, Government of India Enterprise, under Ministry of Communications, engaged in manufacturing of complete range of telecom products, is a leading company in Telecommunications and Information Technology and has successfully executed many IT (Information Technology)/ ITeS (Information Technology Enabled Services) and networking projects in India and abroad.
- b. **XXXX**, a company registered under the Companies Act 1956 being in (area of business) . XXXX has the .....
- c. ....(**Customer**), has floated tender and invited Bids for Tender No. .... issued on ..... for .....(tender name) (Hereinafter referred as “ ..... ”).
- d. **ITI** had floated an Expression of Interest (EOI) and subsequent amendments/corrigendum’s for selection of consortium partner/system integrator for participating in the ..... (Customer tender) Program vide Ref: ..... (EOI Ref) dated ..... (Hereinafter referred as “**ITI-EOI**”)

- e. **XXXX** have submitted the response to **ITI-EOI** and agreed to work with **ITI** as Consortium partner who will be the System Integrator (SI), as per EOI conditions
- f. After techno-commercial evaluation of **ITI-EOI** bid proposal, **XXXX** was selected as consortium partner/ back end partner to bid for (Customer Tender)..... And **ITI** is designated as the Lead Bidder of Consortium (in case ITI goes as consortium). **ITI** and **XXXX** agree to join hands on mutually exclusive basis for a fruitful association, complementing each other's strengths for (Customer Tender).....
- g. The Parties hereby acknowledge and confirm that they have read, understood the (Customer Tender)..... and also agree to the terms and conditions mentioned in the (Customer Tender).....
- h. All the terms and conditions of (Customer Tender)..... Are made part of this agreement and will be applicable to **ITI** and **XXXX** for their respective scope of work on back-to-back basis.
- i. **XXXX** proposes to be **ITI's** Consortium Partner/back end partner for End-to-End Supply & Services to bid for (Customer Tender).....

**NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. SCOPE OF AGREEMENT**

1.1 This Agreement shall be applicable for addressing the (Customer Tender)..... Floated by (customer)..... and for executing any Purchase Order received by **ITI** against the (Customer Tender) ..... The Agreement shall also cover execution of future orders in case **ITI** gets repeat orders for the scope of work against the (Customer Tender) .....

1.2 **ITI** shall submit the bid for the (Customer Tender)..... as Lead Bidder for the Consortium of **ITI** & **XXXX** and **XXXX** Agrees to give back-to-back support to **ITI** to address the.....(Customer Tender)

1.3 Depending on the expertise & capability of each Partner and to meet the compliance of the..... (Customer Tender) terms, the Parties are submitting their Bid. However, the detailed actual distribution of allocation of work between the Parties have been worked out and is mentioned in **Annexure 1** of this Agreement. Any other activity not covered in this Agreement, but is required as per.....(Customer Tender) or as per customer requirements shall be discussed and executed by **XXXX** after mutual understanding between the Parties.

1.4 . This Agreement is exclusive for the..... (Customer Tender) only between the parties.

1.5 On award of the work by .....(**Customer**), **Detailed Teaming Agreement** shall be entered into among the parties to this Agreement, taking reference to

- I. This Agreement
- II.** The broad responsibility matrix given in **Annexure-I**
- III. The Agreement which **ITI** shall be signing with **XXXX** for..... (Customer Tender)

1.6 **ITI & XXXX** shall be liable for due performance of the contract jointly and severally, whereas the responsibility of **XXXX**, shall be limited to **XXXX** share of obligations in the contract for products and /or services as defined in the detailed agreement being signed between the **ITI** and **XXXX** and is in accordance with the..... (Customer Tender) requirements.

1.7 Notwithstanding the above, all rights and obligations of the Parties under this **AGREEMENT**, shall survive the termination to the extent such survival is necessary for giving effect to such rights and obligations.

## **2. PREPARATION AND SUBMISSION OF BID**

2.1 After mutual consultation & Agreement Finalization, a joint team consisting of representatives of **ITI & XXXX** shall be formed for various activities like preparation of bid with full involvement of each of the parties for the scope of work, commercial discussions, manpower resource allocation and their period of involvement, terms & conditions to be met as required in the (Customer Tender)

2.2 The Parties to this Agreement hereby agree that both of them shall remain as exclusive party's right from Bidding stage, Contract Award stage by .....(**Customer**) and Post award for the complete execution of the respective scope of project as per..... (Customer Tender), if awarded.

2.3 **XXXX** shall assume the prime role of preparing the Bid documentation towards finalizing the competitive bid for..... (Customer Tender) Expenses towards bid preparation and costs of all activities till award of work would be borne by each party for their respective scope of work.

2.4 During the process of Bid Submission, benchmarking of Prices including cost and profitability shall be discussed & mutually agreed amongst the parties. The agreed prices shall then be incorporated into the final bid.

2.5 The parties to this Agreement agreed that each member of the Consortium shall provide or disclose estimates of cost relating to their respective scope of work and discuss & agree upon the factoring of profit to be made as a part of final bid to be submitted to. (Customer)

### 3. OBLIGATIONS OF THE PARTIES

- 3.1. All the terms & conditions as per **ITI-EOI** and ..... (Customer Tender) will be applicable to **XXXX** for their respective scope of work and the commitments to **ITI-EOI** will be complied by **XXXX**
- 3.2. Each Party acknowledges that it is and shall remain liable for the consequences of any failure on its part or on the part of its Personnel to fulfil the tasks and work packages assigned to it under this Agreement
- 3.3. The pre award and basic post award responsibilities matrix as per **Annexure-I** is attached to this Agreement and forms a part and parcel of this Agreement However, the post award responsibilities matrix shall be finalized after award of the contract with mutual consent as mentioned in the detailed agreement mentioned above.
- 3.4. **ITI** being a Lead bidder of the Consortium towards..... (Customer) would submit the EMD (Earnest Money Deposit) to..... (**Customer**) as per the mandate in.....(Customer Tender). **XXXX** will submit the EMD to **ITI** before bid submission to. .... (**Customer**) as per back to back terms.
- 3.5. **XXXX** will be responsible for activities related to Sourcing & Supplying, Build & Deploy, Test & Integrate and Operate & Maintain phase of the Project.
- 3.6. **XXXX** shall raise all invoices on **ITI** within 5 Working days upon Completion of Project Milestone, so that **ITI** will be able to raise their invoices on. ....(Customer) within 5 Working days and put all efforts to receive payment within 45 to 60 Days of the Payments becoming due, matching Milestone schedules. However, the payment to **XXXX** shall be made only on receiving payment of such raised invoices on ..... (**Customer**) by **ITI**. In case such invoices are disputed by..... (**Customer**) the payment of such invoices shall be made only after the resolution of dispute in relation to the payment of such invoices.
- 3.7. All liaising work in connection with securing approvals, obtaining clearances, collecting payments, final acceptance from .....(**Customer**) and other regulatory authorities as may be required shall be done jointly by the representatives of **ITI** and . **XXXX**

- 3.8. The Parties agree that notwithstanding any joint liability the parties may have towards..... **(Customer)** under the..... (Customer Tender) and/or any Joint Bidding agreement that may be executed with..... **(Customer)**, as between the parties each party shall be solely and exclusively responsible and liable only for the performance and completion of its scope of work as set out in **Annexure -1** and for liability that may arise in connection therewith, unless the same is not attributable to such Party.
- 3.9. No party shall withdraw from the bid or the Consortium and/or modify, alter or change its scope of work and terms of engagement once the bid has been submitted except in accordance with the bid document and with written approval of the Parties. In the event a Party withdraws from the bid or the Consortium and/or alters, modifies, changes its scope of work or terms of engagement in a manner which is not consistent with this Clause, the concerned Party shall be solely liable for any consequences arising from the same, including for any forfeiture of the bid security by.....(Customer) and/or for any other loss or expense incurred by the Consortium on account of the same.
- 3.10. No Party may make any binding commitment to.....**(Customer)**. On behalf of the other Party in respect of ..... (Customer Tender), without the written approval of such Party.

#### **4. PRICING**

- 4.1. In case of L1 matching or Price negotiation with.....**(Customer)**, the Prices shall be agreed amongst all the parties to this Agreement after mutual discussion and in writing. Where any negotiations or discounting to any prices are to be made for securing the..... (Customer Tender) such discounting etc. shall be mutually agreed between the parties to this Agreement and will be decided upon for finalizing the prices.
- 4.2. Any expenses related to travel, lodging & boarding expenses of resources deployed on the Project during the Project period shall be borne by the respective Party only and shall not be paid extra under any circumstances.

**5. PAYMENT TERMS**

5.1. The payment terms between the parties shall be on a back-to-back basis through Joint **ESCROW** Account mechanism, i.e. payment from ..... (**Customer**) shall be received in the Project specific **ESCROW** Account jointly operated by **ITI & XXXX**, and further disbursement to both the parties shall be made through this **ESCROW** Account, in accordance with the defined share and payment mechanism. **XXXX** shall raise all invoices on **ITI** within a reasonable period of time, so that **ITI** will be able to raise their invoices on .....(**Customer**) within reasonable period of time and put all efforts to receive payment within such reasonable period of time.

5.2. Payments will be distributed between **ITI & XXXX** based on the Projects Milestones and the Proportion of work carried out by the parties for their respective Scope of work. However, the payment to **XXXX** shall be made only on receiving payment of such raised invoices on..... (**Customer**) by **ITI**. In case such invoices are disputed by ..... (**Customer**) the payment of such invoices shall be made only after the resolution of dispute in relation to the payment of such invoices, as the arrangement between **ITI & XXXX** is on back to back basis.

5.3. Where..... (**Customer**) imposes any Liquidated Damages and/or penalty on the consortium members, such Liquidated Damages and/or penalty shall be applicable to the concerned member of the Consortium responsible for such damages for the respective share of work.

5.4. The **Commercial Understanding** between the Parties for addressing the ..... (**Customer Tender**) shall be mutually discussed and agreed to between the Parties and a separate Commercial agreement shall be signed by the Parties before bid submission and the Commercial agreement will also be part of this Agreement.

**6. LIQUIDATED DAMAGES:**

6.1. Each Party will be responsible for any Liquidated Damages and/or penalty imposed by..... (**Customer**), in accordance with the bid document and the Joint Bidding agreement to be executed between .....(**Customer**) and the Consortium should the work be awarded to the Consortium, only in relation to their respective scope of work as specified herein. It is clarified that no Party shall be responsible for any liquidated damages and/or penalty imposed by..... (**Customer**), if the same is not in relation to their respective scope of work. Any liquidated damages/penalty payable to .....(**Customer**) under the Joint Bidding agreement with .....(**Customer**) shall be allocated to each Party to the extent a Party is responsible for the same, it is agreed between the Parties for their respective scope of work.

## **7. PERFORMANCE BANK GUARANTEE**

7.1. Each of the parties will submit the Performance Bank Guarantee (PBG) for 50% of the PBG value as per Contract Value to .....(Customer) as per the .....(Customer) mandate and **XXXX** has to provide another 50% of the PBG value as per Contract Value to **ITI** as per **ITI-EOI** condition in the form of Bank Guarantee.

## **8. TAXES & STATUTORY PAYMENTS**

8.1. All payments to **XXXX** by **ITI** shall be subject to the deductions of tax at source as applicable, under Income Tax Act.

8.2. **XXXX** agrees that they will comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed/ levied on them by the Indian Income Tax Authorities, for the payments received by them for the Project under this Agreement.

8.3. Should **XXXX** or **ITI** fail to submit returns/pay taxes (as applicable) as stipulated under applicable Indian/State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, the respective Partner shall pay the same. Further, **XXXX** shall indemnify **ITI** against any and all liabilities or claims arising out of this agreement for such taxes including interest and penalty by any such Tax Authority may assess or levy against the respective Partner. **ITI** shall also indemnify and hold harmless **XXXX** against any and all liabilities or claims arising out of this agreement due to failure on the part of **ITI** to comply with applicable indian and state laws including failure on the part of **ITI** to deposit the taxes deducted to the statutory authorities.

## **9. INTELLECTUAL PROPERTY/TRADEMARKS**

9.1. All intellectual property rights existing prior to the Effective Date of this Agreement shall belong to the party that owned such rights immediately prior to the Effective Date. Neither party shall gain by virtue of this Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other. If the parties decide to undertake any joint development pursuant to this Agreement, any such joint development shall be governed by a separate joint development agreement to be negotiated in good faith by the parties and executed prior to the commencement of any joint development efforts.

9.2. Neither party, without the express prior written consent of the other party, shall use the trademarks, service marks, proprietary words or symbols of the other party.

9.3. Nothing in this Agreement shall affect either party's right to use any trademarks, service marks or proprietary words or symbols of the other party to properly identify the goods or services of such other party to the extent otherwise permitted by applicable law or by written agreement between the parties.

**10. WARRANTY**

10.1. Each Party, while agreeing to work on this Project, warrants that it has read, understood and agree to all the provisions of the..... (Customer Tender) including all the notifications, amendments, modifications, annexures, etc as may be issued by the .....(Customer) and agree to participate in the ..... (Customer Tender) and if selected, undertake to execute the allocated scope of work as mentioned in the **Annexure 1**.

10.2. Each Party warrants that the products, services and other assistance to be provided will be as specified in the ..... (Customer Tender) will be performed in accordance with the .....(Customer Tender) terms.

**11. CONFIDENTIALITY**

11.1. Parties would maintain confidentiality and would not disclose/part or share any information/program of tender processing with any person or party not authorized by the parties. Any information related to the project, including participation in the..... (Customer Tender), shall not be published or advertised for any purpose by any of the parties. The confidentiality provisions of this Agreement shall remain in full force and effect during the term of this Agreement and 12 months thereafter.

**12. INDEMNIFICATION**

12.1. Each Party shall indemnify, defend, save and hold harmless the other Party against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach of or any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services, or from any negligence under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement

**13. LIMITATION OF LIABILITY:**

13.1. Notwithstanding anything to the contrary in this Agreement, the liability of each Party towards the other for any damages or compensation of any nature whatsoever under this Agreement, shall not exceed Total cost of Project. The Parties agree that the liability will be actual in case of any liabilities arising due to:

- a. Any amount payable as indemnity to..... (Customer) due to its acts or omissions or fraud, gross negligence and willful misconduct;
- b. Breach of any Applicable Laws or any Applicable Permits;
- c. Any claims or loss on account of Intellectual Property rights violation;
- d. Any personal bodily injury or death of any person caused by, arising out of or in connection with its performance of this Agreement; or
- e. Any loss of or physical damage to property of.....(Customer), or any third party caused by, arising out of or in connection with the performance of this Agreement

**14. TERM AND TERMINATION**

14.1. This Agreement shall come into force on the Effective Date and is specific to the ..... mentioned

14.2. During its Term, this Agreement will be terminated in the event of:

- a) ..... (**Customer**) withdrawing it's. .... (Customer Tender)
- b) Work not being awarded to **ITI** for..... (Customer Tender)
- c) Mutual agreement between the Parties.
- d) The products do not meet the requirements of..... (Customer Tender) and **XXXX** fail to remedy the products so as to meet the requirements of ..... (Customer Tender) within the time limit allowed by the..... (**Customer**)
- e) The Parties are not able to arrive at a mutually agreeable understanding on role and responsibilities or Commercial Understanding for addressing the..... (Customer Tender)/Letter of Intent/Advance Purchase Order/Purchase Order from ..... (**Customer**)
- f) Either Party commits a breach which is not corrected within 30 days after a written notice from the non-breaching Party
- g) The Parties are not successful in the. .... (Customer Tender)
- h) If any Party is wound-up or dissolved (save in relation to a reorganization, reconstruction or amalgamation not affecting the credit-worthiness of that Party) or is declared insolvent or an order is made or resolution is passed for the winding-up of that Party or if a provisional liquidator is appointed in respect of that Party or a receiver (which expression shall include administrative receiver) is appointed in respect of that Party or all or any of its assets

i) If the Customer blacklists any of the Parties

14.3. **Effect of Termination:** The parties to this Agreement shall be responsible to perform its obligations as required under aforementioned.....(Customer Tender)of  
. .... (Customer)

14.4. Termination, however caused, shall not relieve any of the **Parties** of its obligations incurred prior to the date of termination.

## 15. MISCELLANEOUS

15.1. **PUBLICITY.** Neither party shall publicize or disclose to any third party without the consent of the other party, either the terms of this Agreement or the fact of its existence and execution, except as may be necessary to comply with other obligations stated in this Agreement. Any publicity made with respect to the Proposal or Contract shall be executed jointly with mutual consent.

15.2. **No JOINT Venture.** Nothing in this Agreement shall constitute, create or give effect or recognize a JV, partnership or business entity of neither any kind nor any legal claim on one another.

15.3. **No ASSIGNMENT.** Neither party may assign its rights and obligations under this agreement to a third party without the prior written consent of the other party.

### 15.4. **FORCE MAJEURE:**

Neither Party shall be held liable for failure or delay in the performance of its obligations under this Agreement if such failure or delay is due to the occurrence of any Force Majeure event, including but not limited to acts of God, pandemic, strikes, labour disputes, fire, accidents, riots, explosions, wars, terrorism, hostilities, political unrest, breakdown of communication facilities, or any orders and/or restrictions imposed by Government and/or courts and/or any other public authority ("**Force Majeure Event**").

Upon the occurrence of a Force Majeure Event, the affected Party shall promptly notify the other Party in writing and the Parties shall immediately consult with each other in good faith to arrive at an equitable solution. Both Parties shall use all reasonable efforts to mitigate and minimize the consequences arising from such Force Majeure Event.

If the Force Majeure Event continues for a period exceeding **fifteen (15) Business Days** and no suitable alternate solution is arrived at between the Parties, either Party may, at its discretion, issue a written notice to the other Party seeking appropriate resolution.

In the event that the Force Majeure Event **continues for a period of ninety (90) consecutive days or more**, and the Parties are unable to mutually agree upon a suitable alternate arrangement, **either Party shall have the right to terminate this Agreement by giving fifteen (15) Business Days' prior written notice to the other Party,**

without any liability arising out of such termination, except for obligations accrued prior to the occurrence of the Force Majeure Event.

15.5. **NOTICES.** Notices and other communications under this Agreement shall be in writing and communicated through post, courier, fax, email or any other recognized mode of such communication. All such notices and communications shall be directed to the address mentioned in this agreement.

15.6. **OBSERVANCE of Regulations.** The employees of each party shall obey all rules and regulations of the other party while on the premises of the other party or the Client, provided the party's employees have been informed of such rules and regulations.

15.7. **WAIVER:** neither party shall be deemed to waive any of its rights, powers, or remedies hereunder unless such waiver is in writing and signed by the said party. this agreement is binding upon the parties hereof.

15.8. **SEVERABILITY:** If Any Provision Of This Agreement Is, Held Illegal, Invalid Or Unenforceable In Whole Or In Part In Any Jurisdiction, This Shall Not Affect The Validity Or Enforceability In That Jurisdiction Of Any Other Provision Of This Agreement Or The Validity Or Enforceability Of That Provision Or Any Other Provision In Any Other Jurisdiction, Provided That The Parties Shall In Good Faith Negotiate A Replacement Provision Or Structure Or Agreement Which In A Legal, Valid And Enforceable Way To The Nearest Extent Reflects The Original Commercial Intent Of The Parties

15.9. **PRECEDENCE.** In the event of conflict between the provisions of this agreement and any attached exhibit, the provisions of this agreement shall to the extent of such conflict take precedence.

15.10. **SURVIVAL OF PROVISIONS.** Notwithstanding any other provisions of this agreement, the provisions of clauses intellectual property / trademarks, confidentiality, indemnification & limitation of liability shall expressly survive the termination of this agreement.

15.11. **ENTIRE AGREEMENT:** this agreement contains the entire understanding between the parties, superseding all prior communications, agreements, and understandings between the parties with respect to the purpose of this agreement. any agreement or deeds, documents etc. signed in compliance with ..... tender shall be subject to this agreement.

**CONFLICT:** In the event of any inconsistency or conflict between the terms and conditions of this Agreement and the terms and conditions contained in the Consortium Agreement or any other project-specific document required to be submitted to the Customer, the provisions of the Consortium Agreement or such project-specific document shall prevail **to the extent of such inconsistency.**

Such overriding effect shall apply **only with respect to the concerned project**, and this Agreement shall otherwise continue to remain valid and binding between the Parties.

**16. Non FULFILLMENT of Obligations:**

16.1. If the performance of **XXXX** is not in line with expectations of.....  
(Customer) in terms of milestones/deliverables, **ITI** shall provide written notice identifying specifying deficiencies. **XXXX** shall from receipt of such notice to cure the deficiencies to the reasonable satisfaction of **ITI**. If **XXXX** fails to cure the deficiencies within such period, **ITI** has the right to get the project done with alternate arrangement at the cost and risk of **XXXX** under intimation in advance of maximum of ONE month through notice to **XXXX** by **ITI**. In the event of any deliverables by **XXXX** being delayed due to any force majeure, the Parties agree to mutually consult each other in evaluating and rectifying the situation.

16.2. In the event of **ITI** being forced to execute the Project through a third party due to the failure of **XXXX** the additional cost incurred by **ITI** shall be to the account of **XXXX** the same shall be payable to **ITI** within three months of **ITI** raising such bills on **XXXX**

16.3. In principle, to safeguard the interest of the Parties, failures pertaining to **XXXX** and losses/damages in this regard will be borne by them. Similarly, losses/damages pertaining to **ITI**'s failure will be borne by **ITI** and neither party will portray the losses on the other for their own failure.

**17. GOVERNING Law and Jurisdiction**

17.1. This agreement shall be construed and governed by the laws of India and the parties hereby submit to the exclusive jurisdiction of the courts located within Bengaluru.

17.2. Any matter, which is not stipulated in the agreement, shall be settled in good faith by discussion among the parties in the spirit of understanding and cooperation.

17.3. All disputes or differences whatsoever arising out of or in relation to this agreement among the parties shall be referred to and decided law courts located at Bengaluru.

17.4. Written form: the provisions of this agreement shall not be modified, amended, nor waived, except by a written instrument duly executed by the parties hereto.

**18. EFFECTIVE DATE AND VALIDITY**

18.1. This Agreement shall be deemed to have taken effect from the Effective Date and will remain in effect till 120 calendar months from the date of signing of this Agreement or till the successful completion of the project of..... (Customer Tender) and release of payments thereof by..... (Customer) whichever is later unless terminated earlier in accordance with provisions of Clause 17 herein above.

18.2. Prior to expiry of this Agreement, the term of this Agreement may be extended or renewed by mutual consent of the Parties in writing. This Agreement is exclusive for the. (Customer Tender) only among the parties.

By signing this Agreement, **ITI & XXXX** acknowledge that it correctly records the understanding they have reached with regard to the Project.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed in duplicate to be effective as of the Effective Date, by its duly authorized representative.

<i>For ITI Limited</i>	<i>For XXXX</i>
Signature	Signature
Date	Date
Name	Name
Designation	Designation
<b>Witness:</b>	

Signature	Signature
Date	Date
Name	Name
Designation	Designation

**Annexure- I**

**Pre-Award Responsibility Matrix for.....**

<b>S#</b>	<b>Activity</b>	<b>ITI</b>	<b>XXXX</b>
1	XXXX & ITI as Strategic partners will interface with each other to address all technical and commercial issues towards..... (Customer tender) with ITI being the Lead Bidder	P	P
2	Submission of EMD to..... (Customer) as per..... (Customer Tender) and back to back EMD to ITI by XXXX	P	P
3	Pre-Tender tie up with OEM partners for End-to-End Network Supply & Services and support SoW provider on all technical, commercial & financial issues.	S	P
4	Preparation and submission of the complete bid for Supply & Services and support SoW for competitive Bid Preparation with all the required documents to..... (Customer)	P	P
5	Submission of clarifications and/or making presentation to..... (Customer) in shared responsibility mode during technical/financial evaluation of the bid.	P	P

**Post-Award Responsibility Matrix for.....**

<b>S#</b>	<b>Activity</b>	<b>ITI</b>	<b>.....</b> <b>.....</b>
1	Front ending with..... (Customer) in shared responsibility mode on all technical and commercial issues.	P	S
2	Submission of Performance and other Financial Securities to ..... (Customer)	P	P
3	Management/ Supervision of the project for..... (Customer Tender)	P	P
4	Deployment of Technical Manpower related to respective SoW at various Project Locations during implementation, warranty, AMC, O&M Period of Project.	S	P
5	Payment towards salaries, per diem allowances, travel cost including flights, local travel, communication costs, office space	P	P

	including official instruments, office rent, boarding & lodging of staff, etc for their respective scope of work.		
6	Collection of payment from the .....( <b>Customer</b> ) and ensuring receipt to the Joint escrow bank account opened by the consortium members	P	P
7	Preparation and submission of documents/presentations/reports required from time to time as per project requirements to ..... (Customer)	P	P
8	Establishment of project offices in shared responsibility mode within one month of award of contract by..... ( <b>Customer</b> ) to <b>ITI</b> .	P	P
9	Site Survey and related activities related to respective SoW	S	P
10	Supply of all Hardware & Software of the project under. .... (Customer Tender)	S	P
11	Installation, testing and commissioning & Acceptance Testing of all Hardware & Software of the project under..... (Customer Tender)	S	P
12	Providing Warranty/ AMC and O&M support for respective SoW as per requirements of the..... (Customer Tender)	S	P

**P-Primary Responsibility, S: Secondary Responsibility.**

**COMMERCIAL UNDERSTANDING (to be signed by selected partner on Stamp Paper - as part of bipartite agreement before submission of customer tender)**

**COMMERCIAL UNDERSTANDING**

This **COMMERCIAL UNDERSTANDING** (“**Agreement**”) is executed on the \_\_\_ day of  
..... 2026 by and between

**ITI Limited** [CIN No. L32202KA1950GOI000640], Company incorporated and registered under the laws of India and having its Registered and Corporate Office at ITI Bhavan, Doorvaninagar, Bangalore – 560 016, represented by its authorized Signatory, **Mr**....., hereinafter referred to as “**ITI**”, which expression shall, unless it is repugnant to the meaning or context thereof, mean and include its successors and permitted assigns.

**AND**

**XXXX**, [CIN: .....], a Company registered under the Companies Act 1956, with its registered office ..... India, hereinafter referred as “.....”

,  
which expression shall include its successors and permitted assigns, of the second part.

**ITI and XXXX** are individually referred to as “Party” and collectively referred to as “Parties”.

**A. ITI**, Government of India Enterprise, under Ministry of Communications, engaged in manufacturing of complete range of telecom products, is a leading company in Telecommunications and Information Technology and has successfully executed many Information Technology/ IT enabled Services and networking projects in India and abroad.

**B. WHEREAS XXXX**. being in IT and Telecommunication Systems and Solutions business for the past ... years, provides ..... (area of business)

**C. WHEREAS**..... (**Customer**), has floated tender and invited Bids for Tender No. .... issued on .....(issued date) for  
..... (**Customer Tender Name**) (Hereinafter referred as “.....”

- D. WHEREAS **ITI** had floated an Expression of Interest (EOI) for selection of consortium partner/system integrator for participating in the Tender for.....**Customer Tender Name** vide Ref: .....dated.....(ITI EOI ref name )  
(Hereinafter referred as “**ITI-EOI**”)
- E. **XXXX** have submitted the response to ITI-EOI and agreed to work with ITI as Consortium partner/System Integrator (SI), as per tender and EOI conditions
- F. After techno-commercial evaluation of **ITI-EOI** bid proposal, ITI has selected **XXXX** as **consortium partner/back end partner** to bid for .....(Customer tender) and ITI is designated as the Lead Bidder of Consortium (**in case ITI submits the bid as consortium**). ITI and **XXXX** agree to join hands on mutually exclusive basis for a fruitful association, complementing each other’s strengths for ..... (Customer Tender)
- G. WHEREAS clause 5 of the MoU provides for finalizing a commercial understanding between the Parties to address the Tender and the Parties, therefore, agree for the following:
1. This Agreement shall be read as part of the MoU dated .....signed between the Parties.
  2. The Parties agree to bid for the ..... (**Customer Tender**) based on the prices arrived by mutual discussions for all the requirements called for in the .....  
(**Customer Tender**)
  3. **XXXX** agrees to execute Order, if awarded to **ITI**, as per the.....**Customer Tender**/ Order terms and conditions. However, in case, **ITI**’s bid offer is not at ‘L1’ and **ITI** is offered Order at a lower price, the Parties shall discuss and mutually decide on accepting the Order at lower price.
  4. In the event Customer requires demonstrations or prototypes prior to execution of a contract, **XXXX** will provide **ITI**, without any cost to **ITI** or without any purchase order from **ITI**, with the resources necessary to meet Customer’s request. **ITI** shall provide logistic support, end user certificates, assistance for customs clearance if requested by **XXXX**. Customs duties/other expenses, if any, however, shall be paid by.
  5. **Delivery: XXXX** shall deliver the complete solution (Supply, Installation, Testing, System Integration, commissioning of all products) to meet the delivery schedule as per purchase order, if awarded to **ITI**. The cost towards delivery shall be to **XXXX**
  6. **XXXX** agrees to execute the order fully on back to back basis as per the terms and conditions of the..... (**Customer Tender**)/ Purchase Order. However, **XXXX** agrees to offload any additional activities related to execution of the Purchase Order to **ITI**,

if so desired by **ITI**, and the commercials for such activities shall be separately discussed and mutually agreed to.

7. **Bid Security/ Earnest Money Deposit [EMD]:** ITI being a Lead bidder of the Consortium towards **Customer** would submit the EMD to .....**Customer** as per the Mandate in..... (**Customer Tender**). **XXXX** will submit the EMD to ITI before bid submission to .....(Customer) as per back to back terms
8. **PBG: XXXX** agrees to submit the Performance Bank Guarantee (PBG) for .....% of the Contract Value to Customer as per..... (**Customer tender**) requirement and **XXXX** has to provide another .....% to ITI as per EoI condition in the form of Bank Guarantee.
9. **Margin: ITI** will have a net margin of ..... % on the basic price of Customer's Purchase Order. i.e., the margin is on all-inclusive price less duties, taxes and other levies (if any).
10. **Advance Purchase Order:** In case Customer places an Advance Purchase Order/ Letter of Intent as part of Purchase Order, **ITI** will place Advance Purchase Orders (APO)/ Letters of Intent (LoI) on **XXXX** within seven working days of receipt of Advance Purchase Order/Letter of Intent from the.....(Customer)
11. **XXXX** shall submit their acceptance to ITI's APO/LoI within seven working days of ITI's APO/LoI along with the required Performance Bank Guarantees as per Tender/APO/LoI.
12. **Purchase Order: ITI** shall place Purchase Order on **XXXX** immediately on receipt of Purchase Order from the BSNL. **XXXX** shall submit their acceptance to the Purchase Orders within 3 working days of **ITI**'s Purchase Order.
13. **Payment terms:** The payment to **XXXX** shall be on back to back basis through ESCROW account as per the .....(**Customer Tender**) / Purchase Order from the Customer i.e payment from BSNL shall be received in the Project specific ESCROW Account jointly operated by ITI & **XXXX**, and further disbursement to both the parties shall be made through this ESCROW Account, in accordance with the defined share and payment mechanism
14. Payment to **XXXX** shall be on Indian Rupee basis. Impact due to changes in taxation rules shall be claimed by **ITI** from the BSNL and, if not acceded to by the .....(**Customer**), the same shall be passed on to **XXXX**. Tax deduction at Source (IT TDS) will be deducted from the bills submitted by **XXXX** for the same deducted amount.

15. **Liquidated Damages/ Penalties:** Liquidated Damages and any penalties arising due to delay in supply of equipment's, delay in type approval/ validation/ testing and inspection, installation and commissioning, technical non-compliances in the systems, poor warranty and maintenance support, infringement of IP rights etc. as per the terms of ..... **(Customer Tender)** or Purchase Order shall be to the account of **XXXX**, if such deductions/penalties are attributable to **XXXX**
16. In the event of **ITI** being forced to execute the project through a third party due to the failure of **XXXX**, the additional cost incurred by **ITI** shall be to the account of **XXXX** and the same shall be payable to **ITI** within three months of **ITI** raising such bills on **XXXX**
17. This Commercial Understanding shall remain a confidential document and no Party shall share it with a third party without obtaining other Party's prior written consent. This document may be shared with a third party to satisfy any statutory or legal requirements, with due intimation to the other Party.
18. All the terms and conditions of the MoU shall be applicable for this Agreement. In case of any conflict in the clauses in the MoU and this Agreement, the clauses in this Agreement shall prevail.

In **WITNESS WHEREOF** the **Parties** hereto have executed this **Agreement** as of the date first written above.

For **ITI LIMITED**

**XXXX**

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Witness

Signature:

Name :

Title :

Witness

Signature:

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