



**ITI Limited
Palakkad Unit**

**RFP for Selection of Partner for Providing Technology Solutions in The Areas
of Chip Design Services.**

Ref: ITI/PKD/MKTG/RFP/Chip Design/2023/01

Date: 29-05-23

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1. Introduction:

ITI Limited is a CPSU of Department of Telecom, Govt. of India, engaged in delivering large turnkey projects, in the field of IT/Telecom/networking and working as Master System Integrator for Planning, Manufacturing, Design, Supply, Installation, commissioning and maintenance of PAN India IT and Telecom related infrastructure and services.

ITI Limited Palakkad intends to select a partner for addressing the area of **Chip Design services which includes Chip Design as service, Chip design optimization , providing software Tools / Platform for chip design and optimization and other chip related areas. The area will be collectively called as Chip Design Services in this document and related documents like agreements etc.**

In this regard ITI Invites Bids with Technical Proposal and Financial Proposal from eligible bidders through e-tendering. The bidders are required to submit both the bids viz Technical bid and financial bid simultaneously.

In this Tender document the company that submits the bid are referred to as “Bidders” / “Applicants” and once selected the company (successful Bidders) will be referred to as “Partners”. The Technology providers (if they are different from Bidders / Partners) are referred to as OEM- Original Equipment Manufacturer. PBG stands for Performance BankGuarantee. The words ‘RFP’ and ‘Tender’ are used interchangeably.

RFP Issue Date	30-05-2023
Due date for submission for clarifications	05-06-2023
Due date for uploading of clarifications	09-06-2023
Due date for submission of RFP	20-06-2023 14.00 hrs
Technical Bid Opening at ITI Palakkad	21-06-2023 11.00 hrs
Opening of Financial Bid (Only for technically qualified bidders)	Will be intimated separately

2. Purpose of the Tender - The Technology

ITI Limited Palakkad intends to select a partner for addressing the area of Chip Design Services. **With the increasing use of semiconductor chip for varied applications in the market, there exists business opportunity for the chip design services.**

The estimated business that could be generated in this business is initially expected around Rs 25 Lakhs per year. However this estimation can greatly vary depending upon marketing effort, market responses etc. Bidders are requested to take up their own market research before quoting.

3. Intended Customers.

The Intended customers in this business segment both International & Domestic Customers involved in the area of chip design for various applications.

4. Scope of work/ Roles & Responsibilities

- 4.1 The Partner who is the Technology/Solution Provider for this project should have the required own software platform/Tool for the Chip Design services
- 4.2 The partner shall be able to develop, customize and use proper Architecture Selection Tool and Custom libraries to offer Chip design Services Demonstrate the POWER,PERFORMANCE AND AREA (PPA) Enhancement to the end customer, Coordinate with the customers for smooth Integration of New Custom built Libraries Std Cells to enhance POWER,PERFORMANCE AND AREA(PPA), Training to ITI and Customers etc
- 4.3 The partner shall be fully responsible for the development and implementation of the proposed services to the customers, Guide the project including documentation, provide Techno commercial inputs as required for business generation, provide Warranty support.
- 4.4 Training will be arranged combinedly by the customer, ITI and the selected partner (ITI can only co-ordinate for the training , the training has to be provided by the partner). The cost can depend upon market condition, competition and volume of Business.
- 4.5 ITI will not invest in the project other than the required office space for the project with furniture & internet connectivity within the factory premises. Entire investment will have to be done by the selected partner. The revenue generated in the project will be shared as per margin decided by this Tender through an escrow account. In case at a later stage ITI does the investment then the margin for that case will be mutually decided.
- 4.6 Marketing and sales will be the Joint Responsibility of ITI and the Selected Partner.

4.7 ITI Limited will do the front ending, billing etc. Warranty support to be provided by the selected partner.

4.8 ITI intends to develop ITI team for the project as the project progresses. The bidder should agree to assist ITI in the process including training.

5. Tender Information:

	Type of tender	
i.	Number of bid submission stages for tender	Two bid
ii.	Stages of Opening	(Note-2) Three
iii.	Bid Validity Period / Validity of bid Offer	150 days from the Tender opening date.
iv.	Note-1 The Bidder shall submit Technical& Financial bid Separately as per E-Tendering method	
v.	Note-2 Stage 1: EMD & Technical and Stage 2: Price bid (BOQ): After conforming stage 1, The bids will be evaluated technically first and thereafter financial bids of technically compliant Bidders only shall be opened.	

Technical Bid: Technical Bid should contain the following

1. Copy of the Document of this RFP and all corrigendum (if any) Signed in all pages as a token of acceptance / compliance by the authorised signatory.
2. Documents related to Eligibility criteria as specified in sl no 6 of this Tender.
3. A Concept document describing the Chip Design services technology to be used and the business opportunities that can be explored
4. Compliance statement as per Annexure –III.
5. Documents related to terms and conditions as at sl no 7 of this Tender
6. EMD
7. Annexure II for terms & conditions acceptance.
8. Signed copy of Integrity Pact as per Annexure –VIII
9. Signed copy of Undertaking of Authenticity as per Annexure -VII

Financial bid:

Bidders are required to quote as per Format of financial bid placed at Annexure IV. The methodology adopted / formula for arriving at H1 Bidder is also described at Annexure-IV While updating the documents in the e-Procurement portal, the Bidders are required

to download the finance bid excel sheet which will be conforming to the format described at Annexure-IV and then upload to the e-procurement portal as Finance Bid (BOQ).

Bid should be valid for a period of 150 days from the date of opening of Tender response.

6. Eligibility criteria for the applicants (Bidders) and the corresponding documents that needs to be submitted.

Sl. No.	Pre-Qualification Criteria	Compliance Document
1	The Bidder must be a registered company in India (Public, Private, partnership companies, proprietary) under the Companies Act 2013 or any other prevalent rule / act, having at least three years of existence, as on 31.03.2023.	Certificate of Incorporation or any other relevant and pertinent document as the case may be.
2	The Bidder should have experience in providing Chip design services to at least 3 renowned Customers involved in Chip design for minimum Rs 20 Lakhs cumulatively during last three years.	Documentary evidences like PO copies and Client's performance certificates substantiating the engaging experience from minimum 3 renowned customers to be submitted.
3	The Bidder to essentially have an average annual turnover of INR 20 Lakhs during the last 03 years (2019-20, 2020-21 and 2021-22).	Audited balance sheets, certified by CA to be submitted.
4	The Bidder must be a profit-making entity during last 03 years.	The Turn Over Certificate (clearly mentioned the turnover and profit for the last three years) Certified by CA.

5	As on date of submission of the proposal, the bidder should not be blacklisted/ debarred/ terminated by Central/ State Govt. Dept /PSU/Corporation/ Board or Private Sector entity for unsatisfactory	Self declaration by Authorized representative as per Format Annexure-I.
6	<p>Pursuant to Order No. F.No 6/18/2019-PPD dated 23-July-2020 from Department of Expenditure, Ministry of Finance, the bidder and Consortium member should be either of the following:</p> <ol style="list-style-type: none"> 1. Not from a country which shares a land border with India, or 2. from a country which shares a land border with India and registered with competent authority in accordance with order mentioned above 	Self declaration by Authorized representative as per the format at Annexure-XI
7	As and when required , the bidder should agree to sign multi-party Agreements with the customer , other stake holders like the chip manufacturer along with ITI Limited.	Self declaration by Authorized representative to be submitted
8	<p>Quality Certifications: Bidder should have relevant certifications like ISO 9001 , CMMI etc:</p>	Copies of certifications to be submitted

7. Terms and conditions

- The bidder should also agree to sign a agreement with ITI as per the draft placed at Annexure- IX. The draft agreement will be finalized with suitable modifications after selecting the partner
- The duration / period of partnership is for 3 years, further extendable to more years with mutual consent based on project/ customer requirement.
- Bidder shall agree to the following payment terms, ie; payment will be made only after receiving the payment from Customers. The payment will be made to the Partners on a back-to-back basis through an escrow account.

- The Bidder shall provide primary contact point and also escalation matrix with contact details like phone numbers / email ID / Addresses.
- The Bidder shall provide organizational chart of their company with contact details like phone numbers / email ID / Addresses.

8. Earnest Money Deposit (EMD)

- i) EMD of Rs 50,000/- shall be submitted along with the bid. The EMD to be submitted online through e tendering portal and to be submitted as part of Technical bid.
- ii) Discharge of Earnest Money Deposit
The EMD of bidders those who are not qualified after evaluating the eligibility criteria in the Eligibility and Techno-commercial bid will be returned within 60 days from the date of bid opening.
- iii) The EMD will be forfeited if the bidder withdraws the bid during the validity of the bid, or, in the case of a successful bidder, the bidder fails to accept the Letter of Intent/ Purchase order or fails to submit the PBG.
- iv) Bidders who belong to the category of Micro and Small Enterprise (MSEs) enlisted with DICs or National Small Industries Corporation or any other body approved by the Ministry of Micro, Small and Medium Enterprises are eligible for the benefits under Public Procurement Policy for Micro & Small Enterprises and are exempted from submission of EMD. Bidders who would like to claim such benefits shall enclose a letter claiming the benefits under the scheme along with justification and necessary certificates to satisfy the eligibility. MSE bidders have to submit the Bid Securing declaration form as per Annexure V

Bids without EMD will be liable for rejection and will not be considered for technical evaluation.

Bidders are required to provide Bid documents as per Annexure V as applicable

9. Performance Bank Guarantee

The selected partner should deposit a security deposit of Rs 2,25,000/- (3% of the estimated business value for 3 years) in the form of Bank Guarantee while the partner is on boarded for the project by ITI during the MoU signing process.

While addressing tenders ITI may have to provide PBG to the customer. The partner should provide back-to-back PBG to ITI. The security deposit shall be adjusted in the subsequent contracts at a later stage while business progress. Even in cases where ITI is exempted from providing PBG to Customer, the partner needs to provide PBG to ITI at the prevailing rates. (A typical proforma of PBG is at Annexure VI.).

10. Bidders presentation of their Solution

Presentation on their solutions can be made by Bidders on line through Video Conferencing. Bidders needs to present their technology and also give demo on it's working. If needed ITI at it's discretion can ask the Bidders to provide Demo and presentation at it's Palakkad location in person. This will be without charging ITI.

11. Bid openings

Initially only the Technical bids will be opened and evaluated. Then the financial bids of only the technically qualified Bidder will be opened. The Financial bid evaluation will be done as described in Annexure IV and the bidder offering the highest margin will be selected as the partner to ITI .In this ITI Reserves the right to negotiate the quoted percentage before acceptance.

12. INSTRUCTIONS FOR SUBMITTING PROPOSAL TOWARDS TENDER

1	The bid should be submitted through e-Wizard portal (https://itilimited.euniwizarde.com/) only. Contact person for e-tendering: Gagan, Mob: 8448288987
2	The offer will be rejected, <ul style="list-style-type: none">- Without all documents as mentioned for the technical bid- If the financial quote is not offered.
3	Financial Bid opening will be done after the evaluation of Technical bid (Only for technically qualified Bidders).
4	Bid should be valid for a period of 150 days from the date of opening of tender response.
5	Conditional offers and multiple offers are liable for rejection.

6	The Bidders should give clause by clause compliance as per compliance statement as shown in Annexure-III, otherwise the offers are liable for rejection.
7	An authorized person of the Bidder shall sign all the pages of the technical offer and the price bid.
8	Bidder shall indemnify ITI and customer for any IP infringement/ claims/ /penalties/statutory changes, with bidder /partner bearing legal expenses, etc.,
9	Late offer: Any offer received after the prescribed timeline shall be rejected.
10	Language of offers: The offers prepared by the Bidders and all the correspondences and documents relating to the offers exchanged by the companies shall be written in English language
11	Financial quote shall be firm throughout the contract irrespective of reason, whatsoever, including the exchange rate fluctuation.
12	Bidders may like to discuss tender bidding conditions, bidding process & clarifications, if any may do so with and obtain the required information/clarification by due date.
13	Cost of tender: The Bidder shall bear all costs associated with the preparation and submission of his offer against this tender, including cost of presentation for the purposes of clarification of the offer. ITI will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
14	Amendment of tender: At any time prior to the last date for receipt of offers, ITI, may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidder, modify the tender document by an amendment. ITI 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 tender. The corresponding corrigendum will be uploaded to the Tender site. The corrigendums so uploaded shall be considered as part of RFP.
15	Disclaimer: ITI 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 and/or any of its officers, employees.
16	On the Bid-opening day, only technical bids will be opened. Bidders who are desirous of attending bid opening shall inform ITI in writing and a maximum of two persons from an Bidder are allowed to attend the Bid opening.

17	Venue of bid opening: Material Management department Palakkad unit, ITI Limited Kanjikkode west Palakkad 678623
18	Letter of authority from the Bidder authorizing the persons to attend the Bid opening shall be submitted by such person(s).
19	ITI reserves the right to suspend or cancel the tender process at any stage, or 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 and the same shall be intimated to all concerned.
20	The Bidder shall bear all costs associated with the preparation and submission of its tender, including cost of presentation for the purpose of clarification of the offer, if so desired by ITI.
21	If the last day for bid submission/opening is declared as a holiday, the bid submission and opening will be at the same time and venue on the next working day.
22	Accessibility of Tender: Complete tender with terms and conditions and amendments/clarifications if any shall be provided at the following websites: https://itilimited.euniwizarde.com https://www.itiltd.in https://www.eprocure.gov.in
23	All Enquiries and Clarification with regards to this TENDER shall be addressed to: Chief Manager-MM & TS Palakkad unit, ITI Limited Kanjikkode west, Palakkad - 678623 Email ID: vijayakumarb_pkd@itiltd.co.in:

13. Check list of documents to be submitted

1	Certificate of Incorporation
2	Documentary evidences like PO copies/ MoUs and Client's certificate substantiating the engaging experience and successful performance in Chip Design services with requisite value.

3	Audited balance sheets for the last 03 years certified by CA to be submitted
4	The audited/Certified balance sheets must hold the details showing that the Bidder is a profit-making entity during last three years
5	An Undertaking by Authorized representative as per Format Annexure-I showing that the Bidder is not blacklisted/ debarred/ terminated by Central/ State Govt. Deptt/ PSU/ Corporation / Board or Private Sector entity for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices.
6	Undertaking for Terms and conditions as per Annexure- II
7	Compliance Statement as per Annexure-III
8	Bid Security Related documents as per Annexure V as applicable
9	Performance Bank Guarantee Proforma as per Annexure-VI
10	Undertaking of Authenticity as per Annexure-VII
11	Pre contract Integrity pact as per Annexure-VIII
12	Self Declaration for land border sharing as per Annexure XI
13	Other documents as mentioned in clause 2 for the Technical bid
14	Quality certificate as per Clause 6(8)
15	Self Declaration for multi-party agreement as per Clause 6(7)

14. Termination:

ITI Ltd has various clauses for termination as under:

Sl. No.	Details for Termination
1.	Termination for non-performance (not meeting SLA)

	<p>ITI Ltd may, without prejudice to any other remedy for breach of contract, by giving written notice of 30 days to the PARTNER, terminate the contract in whole or part</p> <p>a) If the PARTNER fails to deliver any or all of the services within the period(s) specified in the contract or within any extension thereof granted by the ITI Ltd pursuant to conditions of contract</p> <p style="text-align: center;">OR</p> <p>b) The Selected PARTNER breaches its obligations under the scope document or the subsequent agreement and if the breach is not cured within 30 days from the date of notice</p> <p style="text-align: center;">OR</p> <p>c) Serious discrepancy or demonstrable deterioration in the quality of service expected during the implementation, roll out and subsequent maintenance process</p> <p style="text-align: center;">OR</p> <p>d) There has been a breach of confidentiality or there is a cyber-security breach of nature detrimental to the interest of ITI Ltd. Decision of ITI Ltd in this connection shall be final and binding on the successful PARTNER.</p> <p>e) The Selected PARTNER (i) has a winding up order made against it; or (ii) has a receiver appointed overall or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.</p>
2.	<p>Termination for insolvency</p> <p>ITI Ltd may at any time terminate the Contract by giving written notice of 30 days to the PARTNER, if the PARTNER becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the PARTNER, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to the ITI Ltd.</p>
3.	<p>Termination for the convenience of ITI Ltd</p> <p>The ITI Ltd may, at any point during the currency of this contract may terminate the contract by giving 30 days advance notice to the PARTNERs without assigning any reason whatsoever. Reference can be made to 'Indemnification and limitation of liability' for resolving any issue if such a situation arises.</p> <p>Even after termination ITI Limited reserves its right to retain the tools / items available and continue to use the same</p>

Annexure-I

UNDERTAKING FOR NOT BLACKLISTING (Non-Blacklisting declaration)

To:

ITI Ltd, Palakkad ,
Kanjikkode west,
Palakkad -678623
(Kerala , India)

Subject: Non-Blacklisting declaration in connection with participation in

Tender No:..... for

Dear Sir,

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

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.

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,

[BIDDER's NAME with seal & date]

Signature

Annexure-II

UNDERTAKING for Terms and conditions

1. We hereby agree to sign MOU with ITI Limited as per the draft placed at Annexure-IX
2. **Chip Design Services** is it's own, then we hereby declare that the Intellectual property lies with us and we hereby Legally indemnify ITI in this regard and towards bearing any cost arising out of Legal issues.

Or

The **Chip Design Services** is from the OEM M/s, and we hereby provide no objection certificate from the OEM owning the Technology which is enclosed herewith also enclosed is an Undertaking from the OEM that the Intellectual property lies with OEM. we hereby Legally indemnify ITI in this regard and bear any cost arising out of Legal issues.

[BIDDER's NAME with seal & date]

Name :

Title :

Signature :

Annexure III
COMPLIANCE STATEMENT

The bidder hereby complies to all the requirements as mentioned in the below clauses of the Tender.

Sl. No.	Clause of Tender	Compliance (Yes/No)
1	Introduction	
2	Purpose of Tender	
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8	Bid Security and Security Deposit	
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10	Bidders presentation of their Solution	
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13	Checklist of documents to be submitted	
14	Termination	

[BIDDER's NAME with seal & date]

Name :

Title :

Signature :

Annexure IV

FINANCE BID FORMAT

Please download the Excel Sheet available in the Eprocurement portal and fill the required cells and upload the same on to the portal which will be the Financial Bid (BOQ). The format shown here below is for description purpose only.

Format of Financial Bid available in the eProcurement portal is depicted below..

The Margin offered

Ex-tax margin offered to ITI %

[BIDDER's NAME with seal & date]

Name :

Title :

Signature :

Annexure-V

BID SECURING DECLARATION FORM

Date: _____ Tender No -----

To (insert complete name and address of the purchaser) I/We The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by either a bid security (EMD) of Rs. 50,000/- (Sixty Thousand only) or by a Bid Securing Declaration.

I/We accept that I/ We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am/ We are in a breach of any obligation under the bid conditions, because I/We

- a) Have withdrawn/ modified/ amended, impairs or derogates from the tender, my / our Bid during the period of bid validity specified in the form of Bid; or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
 - i) fail or reuse to execute the contract, if required, or
 - (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/ we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/ our Bid.

Signed: _____ (insert signature of person whose name and capacity are shown)

In the capacity of _____ (insert legal capacity of person signing the Bid Securing declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of
(insert complete name of Bidder)

Dated on _____ day_of (insert date of signing)

\Corporate Seal

(where appropriate)

Annexure - VI

PERFORMANCE BANK GUARANTEE PROFORMA

1. As agreed under the relevant terms and conditions of Letter of Intent / Purchase Order Ref

.....Dated.....between M/s ITI Ltd., (with address) (hereinafter called the Purchaser) and M/s... (herein after called the Supplier) for supply of.....(herein after called the said Purchase Order), the supplier hereby agrees to furnish aSecurity Deposit against

supply performances by way of an irrevocable Bank Guarantee forRs.....(Rupees.....only). We.....[Indicate the name of Bank] (Herein after referred to as 'THE BANK') at the request of the supplier do hereby undertake to pay to the purchaser, an amount not exceeding Rs.....(Rupees only) against any loss or damage caused to or suffered or would be caused to or suffered by the Purchaser, by reasons of breach by the said Supplier of any of the terms or conditions contained in the said Letter of Intent.

2. We..... [Indicate the name of the Bank] do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the purchaser, by reason of breach by the said Supplier of any of the terms or conditions contained in the said Letter of Intent or by reason of the Supplier's failure to perform the said Letter of Intent. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee shall be restricted to an amount not exceeding Rs.....(Rupees only).

3. The Bank further agrees that the Purchaser shall be the sole judge as to whether the said supplier has committed any breach or breaches of any of the terms and conditions of the contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser on account thereof, and the decision of the Purchaser that the said Supplier has committed such breach or breaches and as to the amount or amounts of loss, damage costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser from time to time shall be conclusive, final and binding on the Bank.

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

5. It shall not be necessary for the Purchaser to proceed against the Supplier before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security, which the Purchaser may have obtained or obtains from the Supplier.

6. We.....[Indicate the name of Bank] further agree with the Purchaser, that the Purchaser shall have the fullest liberty without our consent and without effecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Letter of Intent or to extend time of performance by the said Supplier from time to time or to postpone for any time of from to time any of the powers exercisable by the Purchaser against the said Supplier and to for bear or enforce any of the terms and conditions relating to the said Letter of Intent and we shall not relieved from our liability by reasons of any such variation, or extension being granted to said Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser, to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

8. We [Indicate the name of Bank] undertake not to revoke this Guarantee during its currency except with the previous written consent of the Purchaser, in writing.

9. Not with standing anything contained in the foregoing clauses, our liability under this guarantee is restricted to Rs..... (Amount in words also) and our guarantee shall remain in force until (expiry of warranty period). Unless a demand is made against us to enforce a claim under this guarantee within three months from the date, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

For [Indicate the name of Bank] DATE:
PLACE:

Annexure – VII
Undertaking of Authenticity
(To be signed by authorized signatory of the Partner)

Ref:

Date:

To

ITI Ltd., Kanjikode West, Palakkad-678623

With reference to the hardware/software items to be supplied to the project – in partnership with ITI , we hereby undertake that all the components / parts / assembly / software used in the hardware items shall be original / new from respective OEMs of the products and that no duplicate / second hand components / parts / assembly / software are being used or shall be used.

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation for the IT hardware/software already billed, we agree to take back the same, if already supplied and return the money if any paid to us by you in this regard.

We (Company name) also take full responsibility of both parts & service SLA as per the content even if there is any defect by our authorised service centre / reseller / etc.

Signature of Authorised Signatory

Name:

Name of the Organization

Designation:

Date:

Place:

Phone & E-mail: :

Annexure –VIII

PRE CONTRACT INTEGRITY PACT

(To be signed by the Bidder and sent along with Technical Bid) PURCHASE

ENQUIRY/ORDER No.

THIS Integrity Pact is made on.....day of20.

BETWEEN:

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

AND:

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

Preamble

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

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

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

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

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

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

SECTION 2 – COMMITMENTS OF THE BIDDER/CONTRACTOR

- 2.1 The Bidder(s)/Contractor(s) 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.
- a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order

to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

3.1 If the Bidder(s)/Contractor(s), during tender process or before the award of

the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/ Contractor(s) from the tender process.

- 3.2 If the Bidder(s)/Contractor(s),has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future tender/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be 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 sub- contractor(s)/sub-vendor(s)/associate(s), if any, and to submit the same to the Principal along with the tender document/contract before signing the contract. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its sub-contractors/sub- vendors/associates.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this Integrity Pact or violate its provisions.

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

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

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

- 8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The

Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.

- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.
- 8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within a reasonable time from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8.7 The word '**Monitor**' would include both singular and plural.
- 8.8 Details of the Independent External Monitor appointed by the Principal at present is furnished below: -

Shri Javeed Ahmad,IPS (Retd.)
M-1101, Shalimar
Gallant
Apartment,
Vigyanpuri ,
Mahanagar,
Lucknow-226006

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

applicable.

SECTION 9 – FACILITATION OF INVESTIGATION

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

SECTION 10 – LAW AND JURISDICTION

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

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

SECTION 11 – PACT DURATION

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

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

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

SECTION 12 – OTHER PROVISIONS

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

12.2 Changes and supplements as well as termination notices need to be made in

writing by both the parties. Side agreements have not been made.

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

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

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

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

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

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

.....

(Name & Designation)

(Name & Designation)

Witness

Witness

1) 1).....

2) 2).....

Annexure-IX

Draft Agreement- Main

Agreement Between ITI Limited and < >

This Agreement is made onth day of in the year 2023 in Palakkad by and between

M/s ITI Limited, (A Government of India Undertaking), a Company incorporated, registered and regulated under the Companies Act, 2013 with CIN No. L32202KA1950GOI000640 and having its Unit at Palakkad, Kanjikkode west-678623 - through its authorized signatory of the company (hereinafter referred to as ITI which expression shall, where the context so admits, include its successors-in-interest and permitted assigns) of the FIRST PART;

AND

M/s <> having its a Company incorporated, registered and regulated under the Companies Act, 2013 with CIN No. and having its Registered & Corporate Office at <> through its authorized signatory of the company <> hereinafter referred to as <>, which expression shall where the context admits, includes its successors or assigns of the SECOND PART;

ITI and <> may be individually and / or collectively referred to herein as “Party” or “Parties”.

WHEREAS **ITI** is a leading Indian Company engaged in developing, manufacturing, marketing and selling Telecommunication products and data centre services to cater to market requirements in India and has presence in specific markets worldwide;

AND WHEREAS <> is in the business of etc

AND WHEREAS **ITI** is desirous of addressing the requirements of Chip Design services which includes Chip Design as service, Chip design optimization , providing software Tools / Platform for chip design and optimization and other chip related areas. The area will be collectively called as Chip Design Services in this document and related documents like agreements etc.

AND WHEREAS <> who participated in ITI's RFP Ref: < > for partnership in **Chip Design services**.

AND WHEREAS the Parties recognize that business opportunities are available to market and/or provide Chip Design services service to customers jointly wherever needed as per the scope of the Agreement.

AND WHEREAS the Parties are now desirous of entering into this Agreement recording their rights and obligations towards one another in terms of participating and

thereafter executing the tenders notified by Customers and also for further identifying viable projects related to these services.

AND WHEREAS the scope of this Agreement is to carry out the business jointly by ITI and <> and both the parties shall execute the responsibilities as per agreed terms & conditions

1.0 Scope of Work:

<> has its team for **Chip Design services**.

ITI & <> are entering into joint business for **Chip Design services** as per the terms of RFP Ref: <>

2.0 Roles and responsibilities of ITI and <>

Marketing and sales will be the Joint Responsibility of ITI and the Selected Partner. ITI Limited will do the front ending, billing etc.

<> will provide the services related to **Chip Design services** and provide warranty support. **ITI will provide Office for 25 persons with furniture and internet connectivity in it's premises to carry out the project.** ITI will not invest in the project. Investment will have to be done by the selected partner. The revenue generated in the project will be shared as per margin decided by this Tender through an escrow account.

The activity of Chip Design optimization will be carried out by the selected partner / Distributors / Dealers / Entrepreneurs.

Depending Upon the requirement ITI Limited will also take up the Chip Design services activity (in addition to it's part of the scope defined above). Margin in this case will be increased as decided in the finance bid.

In case at a later stage ITI does the investment then the margin for that case will be mutually decided.

3.0 Validity: The term of this Agreement shall be for a period of 03 (Three) years ("Term") from the Effective Date. All obligations hereunder shall only apply during the Term of this Agreement unless expressed explicitly herein. However, termination or expiry of the Agreement shall not relieve either Party of its obligations incurred prior to the date of termination/ expiry of the Agreement. The terms and conditions of the customer's contract entered during the validity of this Agreement shall be applicable, till all the obligations related to the contract is met. The duration of the Agreement may be extended on mutual agreement for further period of 02 (Two) year, executed in writing.

4.0 Expenses towards proposal preparation would be borne by the individual Party viz., **ITI** and <> for their respective work. **ITI / <>** will not reimburse any such expenses to other party towards preparation and submission of the bid.

5.0 For all technical and financial terms & conditions of the customer contract, will apply on back-to-back basis between **ITI** and <> for their respective part/scope of work. In such cases **ITI/<>** should share the Agreement / SLA / Agreement draft and take concurrence of <> / **ITI** before signing with the customer

- 6.0** Payment terms: Payment will be on a back to back basis through escrow account and as per terms of the RFP and in the commercial understanding document.
- 7.0** EMD & PBG: EMD and PBG as demanded by the customer will be made by **ITI**. Back to Back EMD and PBG should be provided by <> to **ITI**. Even in cases where ITI may be exempted from PBG by the customer <> shall submit PBG to ITI at prevailing rates.
- 8.0** Liquidated damages(LD), penalty and legal issues: <> shall be wholly responsible for LD, penalty levied by the customer and indemnify ITI Limited from any Legal issues arising during the project life time except for the data center services.
- 9.0** Consequence of Breach: <> and **ITI** together agree that meeting their obligations under this Agreement is essential for effective implementation of the contract and further acknowledge that breach of any of its undertaking, restrictive covenants and others would cause irreparable damage to either of the Parties and the damage cannot be quantified. Therefore, either of the Parties reserves the right to claim for the damages from the other Party for the failure in meeting their obligations.
- 10.0** <> shall ensure that the services as per the scope of the tender including, but not limited to, offered to customers, shall adhere to and comply with the guidelines / Instructions, statutory requirements and safety precautions as per the latest guidelines.
- 11.0** <>/ shall indemnify **ITI** against any legal proceedings with regard to Intellectual Property Rights ('IPR') and Software license. <> at all times indemnify **ITI** against all claims which may be made for infringement of any rights protected by patent, registration of design or trade mark and any claims / penalties / statutory charges, liquidated damages, legal expenses during the term of the Agreement as well as for One years after termination / expiry of the Agreement. <> shall also indemnify **ITI** and its Customers against any losses or damages suffered by <> as a result of: (i) injuries or death to persons or damage to tangible personal property (including theft) or to real property, arising out of and to the extent of <>'s/ actions or failures to act; or (ii)<>'s material breach of this Agreement or any Agreement. <>shall pay all costs, fees (including reasonable attorneys' fees), and damages as incurred by **ITI** or its Customer for in connection with any of the foregoing indemnification provisions.
- 12.0** **ITI** and <> agree to keep confidential all confidential information shared with each other and to disclose it to third party only after taking prior written consent of each other provided that the receiving party (a) gives the disclosing party reasonable written notice to allow the disclosing party to seek a protective order or other appropriate remedy, (b) discloses only such Confidential Information as is required by the governmental entity, and (c) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed. Each

Party shall (i) hold the Confidential Information (as hereafter defined) of the other in trust and confidence and avoid the disclosure or release thereof to any other person or entity by using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own Confidential Information of a similar nature, but not less than reasonable care, and (ii) not use the Confidential Information of the other party for any purpose whatsoever except as expressly contemplated under this Agreement or any Agreement. Each party shall disclose the Confidential Information of the other only to those of its employees having a need to know such Confidential Information and <> shall take all reasonable precautions to ensure that such employees comply with the provisions of this Section.

Definition: The term “Confidential Information” shall mean any and all information or proprietary materials (in every form and media) not generally known in the relevant trade or industry and which has been or is hereafter disclosed or made available by either party (the “disclosing party”) to the other (the “receiving party”) in connection with the efforts contemplated hereunder, including (i) all trade secrets, (ii) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto, and (iii) information relating to business plans, sales or marketing methods and customer lists or requirements.

This clause excludes information available in public domain, independently developed by the parties, lawfully obtained from a third party which did not have an obligation of confidentiality and with prior consent of parties. The foregoing provisions shall not be applicable in case of disclosure made to statutory or regulating agencies or in court cases, provided it shall be informed to the other Party before making any disclosure. The confidentiality provisions of this Agreement shall remain in full force and effect during the Term of this Agreement and 12 months thereafter.

13.0 All Confidential and Proprietary Information is and shall remain the property of Party who owns it. By disclosing information, to other Party, no Party grants any express or implied right to other Party to or under patents, copyrights, trademarks, trade secret, or any intellectual property information owned by it.

14.0 (a) ITI Proprietary Intellectual Property: <> acknowledges that as part of performing the Services, <> personnel may utilize proprietary software, methodologies, tools, specifications, drawings, sketches, models, samples, records, documentation, works of authorship or creative works, ideas, knowledge, data or other materials which have been originated or developed by the personnel of ITI or its affiliates or by third parties under contract to ITI to develop same, or which have been purchased by, or licensed to, ITI (collectively, “ITI Proprietary Intellectual Property”).

<> agrees that ITI Proprietary Intellectual Property is the sole property of ITI (or its licensor) and that ITI (or its licensor) will at all times retain sole and exclusive title to and ownership thereof. Except as expressly provided above, nothing contained in this Agreement or otherwise shall be construed to grant to <> any right, title, license or other interest in, to or under any ITI Proprietary Intellectual Property (whether by estoppel, implication or otherwise).

(b) Proprietary Intellectual Property: <> acknowledges that as part of performing the Services, <> personnel may utilize proprietary software, methodologies, tools, specifications, drawings, sketches, models, samples, records, documentation, works of authorship or creative works, ideas, knowledge, data or other materials which have been originated or developed by the personnel of <> or its affiliates or by third parties under contract to <> to develop same, or which have been purchased by, or licensed to, <> (collectively, "Proprietary Intellectual Property").

<> agrees that <> Proprietary Intellectual Property is the sole property of <> (or its licensor) and that <> (or its licensor) will at all times retain sole and exclusive title to and ownership thereof. Except as expressly provided above, nothing contained in this Agreement or otherwise shall be construed to grant to <> any right, title, license or other interest in, to or under any <> Proprietary Intellectual Property (whether by estoppel, implication or otherwise).

15.0 Nothing in this Agreement shall constitute, create or give effect or recognize a Joint Venture, agency, partnership, representative or employment relationship or business entity of any kind, between the Parties, it being expressly understood that the Parties are independent entities.

16.0 This Agreement shall be construed and governed by the Laws of India and subject to the below provision for reference to arbitration. Bangalore Court shall be having exclusive jurisdiction over all the matters connected with this Agreement. Any dispute, difference or claim arising out of or relating to this Agreement shall be in the first instance, endeavour to be settled amicably within 30 days of communication thereof, by negotiation between the Parties hereto and failing which the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and/or any amendments made there under ("Arbitration Act"). The Parties shall jointly be entitled to appoint a sole arbitrator. The language of the Arbitration Proceedings shall be English. The place of Arbitration Proceedings shall be at Bengaluru, India. This clause will survive even after termination of Agreement.

17.0 Government Immunity: - It is expressly understood and agreed by and between <> and ITI that, ITI is entering into this Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed 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 <> 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, commission, breaches or other wrongs arising out of the contract. Accordingly, <> 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, cause of action or thing whatsoever arising of or under this Agreement.

18.0 Force Majeure: If at any time, during the continuance of this agreement, the performance in whole or part, by either Party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of customer), fire, floods, natural calamities or any act of God (hereinafter refer to as event), provided notice of happenings of any such event is given by the affected Party to the other, within 21 calendar days from the date of occurrence thereof, neither Party shall, by reason of such event, be entitled to terminate the agreement, nor shall either Party have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided duties under the agreement shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. However, the Force-Majeure events noted above will not in any way cause extension in the period of Agreement.

19.0 Termination

19.1 During its Term, this Agreement may be terminated by giving two months' notice period in the event of:

- a) Insolvency proceedings initiated by the National Company Law Tribunal against any of the Parties.

Party contravenes any of the clauses or conditions of this Agreement or any statutory provisions.

- b) Party suppresses and / or falsifies the information deliberately.

Either party fails to meet the requirements of the contract(s).

- c) Mutual agreement among the Parties to terminate. Upon execution of detailed Agreement/s for each project/s to be undertaken by the parties as contemplated hereunder.

- d) Either party may terminate this Agreement or any Agreement upon thirty (30) days prior written notice after that party notifies to the other of the other's material breach of this Agreement, unless the other cures such material breach within such thirty (30) day period. ITI shall have the right to terminate this Agreement or any Agreement without cause upon thirty(30) days prior written notice to <>.

23.2 Payment upon Termination: Upon termination, ITI/<> will be entitled to recover payment for all services rendered through the date of termination (including for work in progress), and in the event of termination of this Agreement or any Agreement, in whole or in part, by ITI/<>, ITI /<>will also be entitled to recover those reasonable costs incurred in anticipation of performance of the services to the extent they cannot reasonably be eliminated.

However, termination shall not relieve either Party of its obligations incurred prior to the date of termination.

20.0 Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any provisions agreements between the parties whether oral or in writing regarding the subject matter of this Agreement.

21.0 Amendments: Amendments, if any, to the terms of the Agreement shall be incorporated by further mutual discussions and consent to be reduced in writing by way of Amendments to Agreement and signed by the authorized signatories. This shall include extension of the validity or the renewal of the Agreement and shall form part of this original Agreement

22.0 Notices and other communications under this Agreement shall be in writing and shall be delivered / communicated through registered post, courier, fax [confirmed facsimile transmission], email or any other recognized mode of such communication. All such notices and communications shall be directed to ITI Limited to the address

Unit Head Palakkad Plant ITI Limited
Kanjikkode west, Palakkad – 678623
gm_pkd@itilttd.co.in
Ph: +91 0491 2566004

And in case of <> all such notices and communications shall be directed to:

<Designation>

<Organisation name>

<Address>

<Ph no>

<email id>

23.0 Limitation on Liability

In no event shall either party be liable under this AGREEMENT for indirect, consequential, special, incidental or punitive loss, damage or expenses arising from any claim or action hereunder, whether based on contract, tort or other legal theory, even if it has been advised of their possible existence.

23.1 In no event shall ITI's liability to <> arising out of or in connection with this Agreement exceed, in the aggregate, the total fees paid or payable by ITI to <> under the particular Agreement with respect to which such liability relates.

23.2 In no event shall <>'s liability to **ITI** arising out of or in connection with this Agreement exceed, in the aggregate, the total fees earned or receivable by <> from **ITI** under the particular Agreement with respect to which such liability relates.

24.0 Warranties: Services shall be performed (i) with all reasonable skill and care, (ii) in conformity with prevailing best industry standards and best practices as per guidelines and law ; (iii) using the agreed number of qualified individuals with suitable training, education, experience and skills, and (iv) in compliance with all Laws applicable to Service Provider's performance of Services.

<> owns or possesses all necessary licenses or rights required for the performance of its obligations as set forth in this Agreement or any Agreement;

The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement does and will not constitute a violation of, or breach or default under, any agreement or contract to which <> is a party or is bound.

25.0 Personnel: <>'s employees, contractors, sub-contractors and personnel who are performing the Services under this Agreement or any Agreement ("<> Personnel") are not and shall not be deemed to be the employees of ITI. <> shall be solely responsible and liable for the payment of all compensation to <> Personnel and any taxes applicable to the employment relationship, social contributions, insurance premiums, etc. <> Personnel shall not be entitled to any benefits paid or made available by ITI to its own employees.

26.0 Compliance with Laws: <> shall at its own cost and at all times in providing the Services contemplated hereunder, strictly comply with all applicable Laws, without prejudice to the generality of the foregoing provisions relating to the due and proper performance of its duties and obligations under this Agreement. In the event of <> committing a breach of this Section, it expressly assumes its responsibility for all penalties, liabilities and damages occasioned by the violation of or non-compliance with any such laws or regulations and it also agrees and undertakes to indemnify and keep indemnified ITI of, from and against all claims, demands, actions, proceedings, fines, penalties and expenses of whatsoever nature that may be brought against, sustained or incurred by ITI and paid for, arising out of or as a result of such breach by <>.

27.0 Subcontracting: <> shall itself perform the Services and all obligations and duties under this Agreement. <> shall not subcontract any part of the Services without the prior written approval of ITI. Such approval, if given, shall not relieve <> from any liability or obligation under the Agreement and <> shall be responsible for the acts, defaults and neglects of itself and any subcontractor, and their respective agents, servants or workmen as fully as if they were the acts, defaults or neglects of the <>. <> shall, and shall require all its subcontractors to, enter into written agreement consistent with this Agreement.

28.0 By signing this Agreement, the Parties acknowledge that it correctly records the understanding they have reached with regard to the undertaking and execution of any customer contract for providing e-procurement solutions and related services to ITI's customers.

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed in duplicate to be effective as of the date hereinabove mentioned and signed now by its duly authorized representative.

For <>

Signature:

Name:<> Designation:

Address:<> <>

Witness: Signature:

Name:

Date :

For **ITI Limited**

Signature:

Name: <>

Designation: <>

Address:<>

Signature:

Name:

Date :

Annexure-X

Draft- Commercial Understanding

COMMERCIAL UNDERSTANDING

This commercial Understanding of the main agreement dated, is made on <> in the year 2023 in Palakkad by and between

M/s ITI Limited, (A Government of India Undertaking), a Company incorporated, registered and regulated under the Companies Act, 2013 with CIN No. L32202KA1950GOI000640 and having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bengaluru - 560016 through its authorized signatory of the company (hereinafter referred to as ITI which expression shall, where the context so admits, include its successors-in-interest and permitted assigns) of the FIRST PART;

AND,

M/s < > **Ltd** having its a Company incorporated, registered and regulated under the Companies Act, 2013 with CIN No.<>and having its Registered & Corporate Office at < Address> through its authorized signatory of the <>hereinafter referred to as <>, which expression shall where the context admits, includes its successors or assigns of the SECOND PART;

ITI and <> may be individually and / or collectively referred to herein as “Party” or “Parties”.

This commercial understanding between the Parties is to address the requirements of RFI/RFP/Tenders for Contract Products and the Parties, therefore, agree for the following:

1. This Commercial Agreement shall be read as continuation part of the Agreement dated <>Signed between the Parties by their authorized representatives.
2. <> agrees after qualifying the opportunity at its own discretion to prepare the bid documents in joint with ITI and submit all documents required for bidding for any tender/RFP by ITI, excluding those documents required to be submitted by ITI as lead bidder, taking into consideration of all activities related to bid submission and those related to execution of any Purchase Order under such tender/RFP.
3. <> agrees to execute the order fully on back to back basis as per the terms and conditions of the Tender / Purchase Order.

4. Margin:The margin of Revenue to ITI is -----

The Margin offered is meant for the **Chip Design Activity** carried out by the selected partner.

ITI will keep the decide percentage of revenue of decided percent on the basic price of Customer's Purchase Order for the items mentioned in the above table. The balance is payable to <>. Taxes like TDS, GST will be worked out and deducted from the payment to <>.

5. Payment Terms: The payment to <> shall be on back to back basis as per the Tender /RFP/Purchase Order from the Customer. ITI shall open an escrow account for the receipt of payment from the Customer against the Purchase Order and further disbursement between ITI and <> as per agreed terms. It shall be the sole responsibility and obligation of <> to obtain all necessary statutory permissions / sanctions etc. under any statute and the default, if any, in this regard shall be the sole responsibility of <> to have the consequences thereof. <> shall pay to **ITI** fees and other compensation set forth in each Agreement. <> will also reimburse ITI for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by **ITI** in connection with the Services and any other reimbursable items set forth in each Agreement.
6. The escrow account shall be opened in ITI approved Scheduled Bank. All bank charges for the opening and maintenance of escrow account shall be on to <> agrees to accept payment terms of customers on back-to-back basis and payment to <> would be released only out of the receipts of payments from the customer in the said escrow account and after deducting ITI's margin, any other Agreement, if payable by <> to ITI as per the agreed terms and taxes, if any, to be deducted at source. The payment as would be released through escrow account would be the only remuneration to <> towards its cost of execution of the Customer order(s) on back-to-back basis and no other Agreement would be payable by ITI in any case. The Agreement would be payable to <> in Indian Rupee (INR).
7. Marketing and Rates: Marketing will be the joint responsibility of ITI and <>. The rate to the customer will be mutually worked out by **ITI** and <> with respect to market rate available for the similar services.
8. This Agreement 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.

9. All the terms and conditions of the Agreement shall be applicable for this Agreement. In case of any conflict in the clauses in the Agreement and this Commercial Understanding, the clauses in this Commercial Understanding t shall prevail.

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

For <>

Signature:

Name:<>

Designation: <>

Address:<>

Witness:

Signature:

Name:

Date :

For **ITI Limited**

Signature:

Name: <>

Designation: <>

Address:

Signature:

Name:

Date:

Annexure XI

DECLARATION FOR LAND BORDER SHARING **(Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017)**

ITI Limited,
Kanjikode West,
Palakkad – 678623.

Dear Sir,

RFQ Ref No. dated
Bidder Name:.....

We, M/s ----- are a private/public limited company/LLP/Firm having our registered office at ----- (referred to as the “Bidder”) are desirous of participating in the Tender Process in response to your captioned RFQ and in this connection we hereby declare, confirm and agree as under:

a) We, the Bidder have read and understood the contents of the Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

b) In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

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

or

*We, the Bidder are from such a country and has been registered with the Competent Authority i.e the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Section I to the said Office Memorandum / Order and we submit the proof of registration herewith.

*(*Delete whichever is not applicable)*

c) We, the Bidders agree and undertake that if the contract is awarded to us, we will not sub- contract or outsource the contract and / or any part thereof unless such subcontract/ outsourcing is permitted by ITI Limited in writing, in which case we shall not sub-contract or outsource the work to a contractor from such countries, unless such contractor is registered with the Competent Authority and proof of same is obtained.

1. We, the Bidders hereby confirm that we fulfill all the eligibility criteria as per RFQ and are not ineligible from participating in the Tender in view of the above Office Memorandum and Order. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, ITI Limited shall be within its right to 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 the 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

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

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

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

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

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

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

through other means.

Explanation—

a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more 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*