



**REQUEST FOR PROPOSAL**  
**FOR**  
**REQUEST FOR PROPOSAL FOR THE SUPPLY, INSTALLATION AND**  
**COMMISSIONING OF BAGGAGE SCANNER FOR DATACENTER**

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

**TABLE OF CONTENTS**

<b>1. SECTION I- INFORMATION TO BIDDERS .....</b>	<b>3</b>
<b>2. INTRODUCTION OF ITI DATA CENTER .....</b>	<b>5</b>
<b>3. BIDDER'S ELIGIBILITY CRITERIA.....</b>	<b>5</b>
<b>4. SECTION II: INSTRUCTIONS TO BIDDER .....</b>	<b>7</b>
<b>5. SECTION III: BID PREPARATION &amp; SUBMISSION.....</b>	<b>8</b>
<b>6. BID SECURITY/EMD.....</b>	<b>15</b>
<b>7. AWARD OF CONTRACT .....</b>	<b>16</b>
<b>8. SECTION IV: BIDDER'S SCOPE .....</b>	<b>18</b>
<b>8.1 GENERAL .....</b>	<b>18</b>
<b>8.2 TECHNICAL SPECIFICATION &amp;KEY TECHNOLOGY FEATURES.....</b>	<b>19</b>
<b>9. COMMERCIAL BID FORMAT .....</b>	<b>21</b>
<b>ANNEXURE-I BID SECURITY FORM / EMD BG.....</b>	<b>28</b>
<b>ANNEXURE-II: PERFORMANCE SECURITY GUARANTEE BOND / PBG .....</b>	<b>29</b>
<b>ANNEXURE-III: MUTUAL NON- DISCLOSURE AGREEMENT.....</b>	<b>30</b>
<b>ANNEXURE-IV : INTEGRITY PACT.....</b>	<b>35</b>
<b>FORMAT 1 – PRE-QUALIFICATION BID LETTER.....</b>	<b>41</b>
<b>FORMAT 2 - GENERAL INFORMATION OF THE BIDDER .....</b>	<b>42</b>
<b>FORMAT 3 - PARTICULARS OF TURNOVER.....</b>	<b>42</b>
<b>FORMAT 4 – TECHNICAL BID QUALIFICATION CRITERIA .....</b>	<b>43</b>
<b>FORMAT 5 - DECLARATION REGARDING CLEAN TRACK RECORD .....</b>	<b>45</b>
<b>FORMAT 6 – DECLARATION OF ACCEPTANCE OF TERMS &amp; CONDITIONS IN THE RFP .....</b>	<b>46</b>
<b>FORMAT 7 – TECHNICAL BID LETTER.....</b>	<b>47</b>

## Instructions to Bidders and General Terms & Conditions

### 1. Section I- Information to Bidders

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

Now, ITI would like to invite bids from Eligible bidders to participate in the competitive bidding for the “**Request for proposal for the supply, installation and commissioning of Baggage scanner for ITI Ltd. DATA CENTER**”.

#### 1.1. Tendering Authority

DGM (MM), ITI Limited, Bangalore Plant, Dooravaninagar, Bangalore-560016, [imm\\_bgp@itilttd.co.in](mailto:imm_bgp@itilttd.co.in) ;  
Tel: 080-28503607 / 9447477079

#### 1.2. Regarding Bid Response

- In case of any clarification with regards to the bid document, the prospective bidders may raise their queries to the following e-mail ids on or before **7<sup>th</sup> Mar 2025**. [datacenter@itilttd.co.in](mailto:datacenter@itilttd.co.in); [imm\\_bgp@itilttd.co.in](mailto:imm_bgp@itilttd.co.in).
- Details of Pre Bid Meeting (if any) will be published on ITI tender portal i.e. (<https://ititd.in>).
- The consolidated Queries from all the Bidders will be published in the ITI e-tender portal / GeM portal.
- Bids would be considered only in the prescribed form/ document. Bids not submitted in prescribed form will be summarily rejected.
- The prospective bidder has to visit the Datacenter for assessment purpose and an NDA should be signed by the Bidder with ITI. The Bidder should bring the NDA printed and signed in the format attached to this RFP at Annexure – III.
- Nothing in this section shall be taken or read as compelling or requiring ITI Limited to respond to any question or to provide information. However, at its discretion, ITI Limited shall furnish clarifications to the extent possible.
- The details of this engagement and terms of engagement along with the detailed scope of work are given in separate sections to this RFP.

#### 1.3. Amendment of Bidding Documents

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

ITI Limited will not be responsible if the Bidders do not get the individual intimates of such amendments due to whatever reasons. However, all such amendments shall be binding on Bidders.

#### 1.4. Disclaimer

ITI may cancel the RFP in Part or Full at any point of time during the RFP process if required by Management decision/ requirements before the offer is issued.

#### 1.5. Key Events and Dates

S. No	Terms of Reference	Remarks
1	Earnest Money Deposit (EMD) should be in the form of a Demand Draft/Banker's Cheque/Bank Guarantee issued by any Nationalized / Scheduled Commercial Bank, in favour of ITI Limited, Bangalore Plant, Dooravaninagar, payable at Bangalore. EMD should be unconditional & irrevocable.	INR 10,000/-
3	RFP Reference No:	ITI/BGP/IT-DC/BG/2026/0001
4	Date of Release of RFP	08/04/2026
5	Last Date to submit Pre-Bid queries related to RFP clarifications	25/04/2026 12:00 Hrs.
6	<b>Visit to the Site by interested bidders</b>	<b>Before due date of bid submission.</b>
7	Clarifications to Pre-Bid Queries by ITI	Will be published through Gem Portal
8	Last date for Bid Submission	<b>29/04/2026 at 12.00 Hrs.</b>
9	Opening of (Pre-qualification) Bids	<b>29/04/2026, 12.30 Hrs.</b>
10	Bids Validity Period from the due Date of Bid Submission	180 days

#### Disclaimer:

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

#### 1.6. Procurement of RFP Document

The tender document can be downloaded from the GeM portal or ITI website <http://www.itilttd.in>. The Bid will not be considered in the absence of the EMD.

## 2. Introduction of ITI Data Center

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

ITI Datacenter is a newly built facility of ITI Limited. The Data Center is located at its premises in Bangalore. It endeavors to provide customer-centric services to all the sectors.

Datacenters are critical facilities that house sensitive and high-value information infrastructure. The installation of **Baggage scanners** enhances the security measures necessary to protect these environments.

The primary focus lies in detecting and preventing unauthorized data-bearing devices such as SD cards or USB sticks, as well as identifying and mitigating potential threats that damage and sabotage data (e.g. explosives, liquids, flammables, cable-cutting devices). Security screenings are conducted at both entry and exit points of the server room.

Auditing Datacenter involves a comprehensive assessment of the facility's physical and technical components, including hardware, software, network systems, evaluating the processes, controls,

and physical security measures in place to ensure that data is secure and properly managed the co-location customer.

### 3. Bidder's Eligibility Criteria

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

S. No.	Criteria	Documents to be submitted
a.	The bidder should be a company registered under the Companies Act, 2013 since last 5 years as on 31.03.2024.	Certificate of Incorporation and Self-Certification of being in the supply and installation of such items for the last 3 years should be attached.
b.	Bidder should have been in the business of supply and installation of similar items for a period of three years as on 31.03.2024. Consortium is not permitted.	1. Commencement of Business Certificate or CIN 2. Work Orders confirming year and area of activity and 3. Memorandum or Articles of Associations should be attached.
c.	1. The bidder should have a minimum turnover of Rs.2.5 Lakhs on an average for last three Financial Years ending on 31.03.2025. 2. The bidder should have been profitable in any of the two financial years out of three financial years i.e. (2022-23, 2023-24 & 2024-25).	• Chartered Accountant certificate for Net-worth, Turnover and PAT should be attached. And • Copy of the audited profit and loss account/ balance sheet/ annual report of last three financial years (up to 31-Mar-25) should be attached.
d.	The Bidder should have experience of supplying similar items: The company should have executed PO / Work Order of similar type during the last Three years as on 31.03.2024 for contract value: - 1.1 One single completed project of minimum Rs. 11.14 Lakhs. 1.2 Two completed projects of minimum Rs. 6.96 Lakhs each. 1.3 Three completed projects of minimum Rs. 5.57 Lakhs each.	1. Copy of work order clearly mentioning the scope of work relevant for similar services asked. And 2. Completion certificates clearly mentioning the Scope of work completed for similar services
e.	The Bidder should be an ISO Certified process driven organization and should have a valid ISO 9001.	Valid ISO certificate shall be attached. Mandatory- ISO 9001.
f.	The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.	Declaration in this regard by the authorized signatory of the bidder should be attached.
g.	The bidder should furnish, as part of its bid, an Earnest Money Deposit (EMD) of Rs.10,000	The EMD should be in the Indian rupees and should be in the form of Demand Draft/Banker's Cheque/ Bank Guarantee issued by a Nationalized / Scheduled Commercial Bank.
h.	MSME bidders are exempted from EMD	Valid MSME documents should be submitted.

#### 4. SECTION II: INSTRUCTIONS TO BIDDER

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

#### 4.2 Site Visit:

Since the proposal is for the supply, installation and commissioning of Baggage scanner for ITI Datacenter, the Bidders are advised to visit the site on or before submission for ascertaining and assessing the conditions and submit their bid accordingly.

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

#### 4.4 Packet 1:

##### i) PRE- QUALIFICATON BID

- The Pre-Qualification Bid should contain all the required information and supporting documents as per Section-1 Clause-4 “Bidder’s Eligibility Criteria”.

It should be complete in all respects to indicate that all products and services asked for, are quoted and should give all the required information.

- **Earnest Money Deposit (EMD/EMBG) of Rs.10,000** The Earnest Money Deposit (EMD) should be in the form of a Demand Draft/Banker’s Cheque/ Bank Guarantee issued by a Nationalized / Scheduled Commercial Bank, in favour of “ITI Limited, Bangalore Plant”, Dooravaninagar, payable at Bangalore. EMD should be unconditional & irrevocable.

If the Pre-qualification bid is not complied, bids of that bidder will not be considered.

##### ii) TECHNICAL BID

The Technical Bid should contain all the information asked for in this document, except prices. It should be complete in all respects to indicate that all products and services asked for, are quoted and should give all the required information. The Technical Bid must be made in an organized, structured and neat manner, with sequential numbering.

A copy of the commercial offer in the required format, without showing the price details, shall be enclosed as part of the Technical Bid.

The Technical Bid should contain Clause-by-Clause compliance of all the clauses in this RFP. In case of deviations, the bidder shall give a statement of the deviations and exception to the provision of the requirement. A bid without clause-by-clause compliance shall not be considered. Major deviations may result into rejection of the bid.

#### 4.5 Part – C: COMMERCIAL BID

The Commercial bid shall be submitted in accordance to the Section-VI commercials.

All the commercial details should be given in the format placed. No other charges shall be paid to bidder other than specified in the commercial bid. In case, the bidder does not adhere to format at SECTION V, the commercial bid is liable to be disqualified. Incomplete, illegible and conditional offers and offers not adhering to format at SECTION V are liable to be disqualified.

#### 5. SECTION III: Bid Preparation & Submission

The bidders are required to submit soft copies of their bid electronically on the GeM Portal, prepare their bids in accordance with the requirements and submit their bids online on the GeM Portal. For more information, bidders may visit the Portal (<https://gem.gov.in>).

### 5.1 REGISTRATION PROCESS ON ONLINE PORTAL

- (a) Bidders to enroll on the e-Procurement module of the portal <https://gem.gov.in>.

### 5.2 BID PREPARATION

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

### 5.3 BID SUBMISSION

- (a) Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (c) Bidders to note that they should necessarily submit their financial bids in the prescribed format given by department and no other format is acceptable.
- (d) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
- (e) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- (f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (g) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- (h) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.
- (i) The Bid shall be submitted in three parts:  
Packet 1: Pre- Qualification Bid and Technical Bid & Un-priced commercial bid  
Packet 2: Financial (Commercial) / Priced bid  
The price should be quoted in Indian Rupees in accordance with the format given.
- (j) Correction of any type in price schedule is not permissible.
- (k) Bid Currency-Prices shall be quoted entirely in Indian Rupees.
- (l) The Proposal and all correspondence and documents shall be written in English. All Proposals and accompanying documentation will become the property of ITI Ltd and will not be returned. The harbidding version will be considered as the official proposal.
- (m) Correction of errors - Bidders are advised to exercise greatest care in entering the pricing figures. No excuse is acceptable that mistakes have been made. No requests for prices to be corrected will be entertained after the quotations are opened. All corrections, if any, should be initialed by the person signing the bid form before submission, failing which the figures for such items may not be

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

**5.4 Two Packet Bid system**

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

<p>Packet 1 (Pre- Qualificatio n Proposal)</p>	<ol style="list-style-type: none"> <li>1. Proof of submission of EMD/Annexure-I</li> <li>2. Certified true copy of a board resolution/power of attorney empowering authorized signatory to sign/act/execute documents binding the bidder organization to the terms and conditions detailed in this proposal.</li> <li>3. Documents fulfilling as per the “<b>Bidder’s Eligibility Criteria</b>”.</li> </ol> <p>Note: All documents will be submitted in pdf format and uploaded in the e-Tendering portal.</p>
<p>Packet 1 (Technical Proposal)</p>	<p>The Technical Bid should consist of the following information: -</p> <ol style="list-style-type: none"> <li>1. All the given Formats should be filled and submitted.</li> <li>2. Necessary supporting documents proving the capability &amp; Methodology of Data Center O&amp;M.</li> <li>3. Necessary supporting documents proving the experience of Data Center O&amp;M</li> <li>4. Copy of RFP signed by authorized signatory with seal in all the pages. Details of Certificates &amp; Partnership (if any)</li> <li>5. Technical Capability &amp; presentation (Each Bidder will be asked to present as part of technical scrutiny).</li> </ol> <p>Conditional technical proposal is liable for rejection.</p>
<p>Packet 2 (Commercial Proposal)</p>	<ol style="list-style-type: none"> <li>1. Commercial details (in the format given in the RFP) shall be submitted online in a separate Packet marked “Commercial Proposal” to be submitted as (xls/xlss format)</li> <li>2. Forms and formats mentioned in this RFP document need to be scrupulously followed. Any deviation in it (without proper justification) may lead to disqualification of the bid.</li> <li>3. Bid quotation accompanied by vague and conditional expressions such as "subject to immediate acceptance", "subject to confirmation", etc. will be treated as being at variance and shall be liable to be summarily rejected.</li> </ol>

**5.5 AMENDMENT OF BID DOCUMENT**

- (a) At any time prior to the deadline for submission of proposals, the department reserve the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

**5.6 Bid Preparation Instructions**

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

**5.7 LATE BIDS:**

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

**5.8 Language of offers:**

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

**5.9 Cost of Documentation / Preparation Material During Bid Submission:**

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

**5.10 Bidder Qualification**

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

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

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

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

**5.13** No Bidder shall contact the tendering authority on any matter relating to its bid; from the time of the bid opening to the time the Contract is awarded. However, the tendering authority may contact the Bidders during evaluation.

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

**5.14 Period of Validity of Bids**

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

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

**5.15 Local / Site Conditions**

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

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

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

III. It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding document.

The Tendering authority shall not entertain any request for clarification from the Bidder regarding such conditions.

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

#### **5.16 CLARIFICATION OF BIDS**

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

#### **5.17 Amendment of Request for Proposal**

At any time prior to the deadline for submission of bids, ITI Ltd. for any reason may modify the RFP by amendment notified in writing or email to all Bidders who have received this RFP and such amendment shall be binding on them. ITI Ltd at its discretion may extend the deadline for the submission of bids.

#### **5.18 Opening of Bids**

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

#### **5.19 Evaluation of Bids**

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

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

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

- i) The Technical Bid will be opened only of those bidders whose Pre-qualification bid is complied.
- ii) During the technical bid evaluation, ITI if found necessary, may visit the bidder's establishment at the address provided. Also, ITI if found necessary, may invite/ask bidder for a presentation at ITI premises. Bidders may be asked to give a presentation to the evaluation committee on their

credentials and execution plan.

- iii) Commercial bids of only technically short listed bidders would be opened. The technically short listed bidders would be intimated to attend the opening of the commercial bid, through letter/ email.
- iv) However, ITI Ltd. reserves the right to suspend the short listing process or any part of the process at any stage, to accept or reject any or all RFP's at any stage of the process and / or to modify the process or any part thereof at any time without assigning any reason, without any obligation or liability whatsoever.

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

## 6. Bid Security/EMD

- (a) The bidder shall furnish, as part of its bid, a bid security for an amount of **Rs. 10,000/- (Rupees Twenty eight thousand only)** valid for a period of 180 days from the due date of bid submission.
- (b) The bid security shall be in the form of a bank Guarantee in the enclosed format (as Annexure-I) issued by a nationalized bank in India in favour of “**ITI Limited, Bangalore Plant**” or can be submitted through Demand draft.
- (c) Original EMD/BG/DD/Cheque shall be submitted in Pre-Qualification envelope/bid/folder. The bid security of the unsuccessful bidder will be returned as early as possible, but not before 45 days after finalization of this RFP / award of work.
- (d) The successful bidder's bid security will be discharged upon the Selected Bidder's acceptance of the Contract and upon furnishing the required PBG to ITI.
- (e) The bid security may be forfeited:
  - i. If a bidder withdraws his bid during the period of validity specified by the bidder on the Bid form  
Or
  - ii. In the case of a successful bidder, if the bidder fails to accept the offer and furnish performance security within 21 days of award of work.
  - iii. In both the above cases, i.e. (i) & (ii), the bidder will not be eligible to participate in the tender for similar works for one year from the date of award of Contract. The bidder will not approach the court against the decision of ITI Ltd in this regard.

## Exit Clause & Termination of the Contract:

The Purchaser may, terminate this Contract in whole or in part by giving the bidder a prior and written notice of 60 days indicating its intention to terminate the Contract under the following circumstances:

- i. Where the Purchaser is of the opinion that there has been such Event of Default on the part of the bidder / bidder's Team which would make it proper and necessary to terminate this Contract and may include failure on the part of the bidder to respect any of its commitments with regard to any part of its obligations under its Bid, the Tender or under this Contract.
- ii. Where it comes to the Purchaser's attention that the bidder (or the bidder's Team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the bidder's Bid, the Tender or this Contract.
- iii. Where the bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the bidder, any failure by the bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the bidder or the bidder becomes bankrupt or otherwise insolvent or the happening of any such events that are adverse to the commercial viability of the bidder. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any

steps as are necessary including the right to terminate the contract by giving written notice to the bidder, without compensation to the bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser, to ensure the effective transition of the project to a successor agency, and to ensure business continuity.

- b) The bidder may, subject to approval by the Purchaser, terminate this Contract before the expiry of the term by giving the Purchaser a prior and written notice at least 12 months in advance indicating its intention to terminate the Contract.

## **7. Award of Contract**

### **(a) Award Criteria**

ITI Ltd. will award the Contract to the bidder who provides Lowest offer (L1) to ITI for Supply, installation and commissioning of Baggage scanner for ITI Datacenter.

### **(b) Notification of Award**

Prior to the expiration of the period of Bid validity, ITI Ltd. will notify the successful Bidder in writing or by email, to be confirmed in writing by letter, that its Bid has been accepted. The notification of award will constitute the formation of the Contract. ITI will enter in to an agreement with the successful bidder upon submission of following by the successful bidder.

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

### **(c) Failures in performance of the Selected Bidder**

Successful bidder has to supply, install and commission the Baggage scanner as per the SoW and specification as mentioned in the RFP and PO. In case of unsatisfactory performance, ITI Ltd reserves the right either to short close / cancel this Contract and recover penalty charges. The cancellation/short closing of the order shall be at the risk and responsibility of the Selected Bidder and ITI Ltd reserves the right to get the work executed at the risk and cost of the defaulting Bidder. Failure by the Selected Bidder in the performance of its contract obligations shall render him liable to any or all of the following sanctions:

- forfeiture of its performance security,
- imposition of liquidated damages and/or
- termination of the PO for default.

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

If the contract is not executed to the satisfaction of ITI Ltd, they reserves the right to short close the contract and the Performance security shall be forfeited.

### **(d) Liquidated Damage Charges**

In the event Bidder fails to supply items in accordance with the Data Center Standard, the Bidder shall be liable for penalty as per the terms and conditions of the RFP / Agreement and ITI Ltd may consider termination of the Contract.

LD will be .5 % per week of the contract value subject to maximum 10% of contract value.

ITI Ltd is entitled to withhold / deduct from the contract price or from the Performance Security,

the liquidated damages that may become due.

(e) Performance Bank Guarantee (PBG)

- The Selected Bidder shall furnish performance security / PBG to ITI Ltd for an amount equal **5% of the total contract value of PO** within 10 days from the date award of Contract for each, along with acceptance of PO. The performance security/PBG should be valid for a period of 1 year 6 months from the date of award of contract. The validity shall be extended suitably by the bidder in case if the contract is extended.
- The proceeds of the performance security shall be payable to ITI Ltd as compensation for any loss resulting from the Bidder's failure to complete its obligations under the contract.
- The performance security Bond shall be in the form of Bank Guarantee issued by any nationalized Banks in India and in the form provided as per enclosed format as Annexure–II. This shall be held interest free by ITI Ltd.
- The performance security Bond will be discharged by ITI Ltd after completion of the contractor's performance obligations including any other obligations under the contract.
- The performance security will be forfeited in case of non-performance to ITI Ltd.'s satisfaction, as per clause below: -

(f) Non-Performance of the Contract

- Non-adherence to time schedule of supply, installation and commissioning.
- Either party going into liquidation or ordered to be wound up by a competent authority.
- In the event of any content found and proved to be in violation of any Law or direction of statutory authority or found to be in contravention of intellectual Property Rights (IPR) etc. ITI may suspend / terminate the PO/agreements with thirty days' notice.
- Failed to perform as per PO terms and the achieved performance is not viable to continue.

## 8. SECTION IV: Bidder's Scope

### 8.1 General:

Supply, installation and commissioning of advanced X-ray Inspection system widely utilized at airports, mass transit stations, and critical infrastructure facilities, such as Metros and Defense Centers which should be built upon the industry-proven Series platform, offering unmatched image quality, an intuitive user interface and advanced imaging algorithms. It should be designed with high reliability, operational safety, and network-ready functionality, with the ideal solution for security and customs applications.

The primary focus lies in detecting and preventing unauthorized data-bearing devices such as SD cards or USB sticks, as well as identifying and mitigating potential threats that damage and sabotage data (e.g. explosives, liquids, flammables, cable-cutting devices). Security screenings are conducted at both entry and exit points of the server room.

Auditing Datacenter involves a comprehensive assessment of the facility's physical and technical components, including hardware, software, network systems, evaluating the processes, controls, and physical security measures in place to ensure that data is secure and properly managed the co-location customer.

The successful bidder has to give operational training of Baggage scanner to the concerned staff posted in DC security.

All documents related to installation and operational documents, SOPs, Manuals, training, Warranty certificate need to be submitted by the vendor.

## 8.2 Technical Specification & Key Technology Features:

### Superior Image Quality:

- High wire resolution of 38 AWG.
- Steel penetration capability of up to 38mm for comprehensive inspection.

### Threat Image Projection (TIP):

- Enables operator performance monitoring and training.
- Significantly reduces the likelihood of missed threats through realistic simulations.

### X-Ray Safety Compliance:

- X-ray leakage is minimal, comparable to natural background radiation levels.
- Complies with all international safety and health standards for operator and passenger safety.

### Ergonomic Design:

User-friendly keyboard and interface design enhance operator efficiency and professionalism.

### Advanced Detection Capabilities:

Detects explosives and narcotics with alarm notifications based on atomic number signatures.

### Reliability and Data Security:

- Equipped with industrial-grade computers and embedded systems.
- Advanced data access strategies ensure operational reliability and robust data storage safety.

### Optimized Operations:

Centralized image identification and storage capabilities via network-ready applications.

### Modular Design:

Built-in diagnostic facilities and modular construction make maintenance cost-effective and efficient.

## Technical data sheet:

General Specifications	
Tunnel Dimensions	606mm(W) × 420mm(H)
Conveyor Speed	0.25m/s
Conveyor Height	678mm
Max. Load	100kg
Image Performance	
Wire Resolution	32AWG
Steel Penetration	36mm
Display Resolution	1280 x1024
Image Processing System	
Image Enhancement	Color/BW, negative, high/low penetration, organic /inorganic stripping, general enhancement, multi-absorptive, and suspect material enhancement, etc.
Material Classification	According to atomic number signatures
ROI& Zoom	Step/Step less zoom, up to 32 times enlargement
Image Recall	Preceding images recallable
Image Storage Capability	Up to 50,000
Additional features	
Standard Functions	Time/date display, counters, user management, system-on/X-ray- on timers, power on self-test, built-in diagnostic facilities, dual- direction scanning, system log, system standby and training, etc.

Optional Functions	Explosives/narcotics detections, high-density area alert, threat image projection (TIP)
<b>Health and Safety</b>	
X-ray Leakage	Less than 1μGy/ h (5cm from the housing) , complying with all published international standards
Film Safety	Guaranteed for high speed film up to ASA/ISO1600 (33DIN)
<b>Operating Temperature / Humidity/ Voltage</b>	
Storage Temperature/Humidity	-40°C ~ +60°C/ 5% ~ 95% (non-condensing)
Operating Temperature/Humidity	0°C ~ +40°C / 5% ~ 95% (non-condensing)
Dimension	2042mm x 850mm x 1751mm
Weight	530kg

## 9. Commercial Bid format

<b>Commercial Bid Format</b>					
Product name	Particulars	Qty. (Nos.)	Unit Price (RS.)	GST (18%)	Total Price Inc. GST (Rs.)
Baggage scanner	Supply, Installation and commissioning of X-Ray Baggage Scanner at ITI DC as per the RFP specs	1			
			<b>Grand Total</b>		

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

- TDS for the pending bills of Bidder raised till then.
- Bank charges if any and Bank Guarantee charges.
- Any other dues which Bidder owes to ITI.
- Due to penalty, LD for Non-Performance of Services or Unavailability of Services or Breach in SLA etc. will be deducted from Bidder's account.

### 1. Payment Terms:

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

#### 1.1. The payment terms will be as follows:

1. 70% after the delivery of the item.
2. 20% after Installation and commissioning (Work completion certificate to be produced)
3. 10% after submitting PBG & Warranty certificate.

Further, subsequent to the orders being placed/agreement executed, the Selected Bidder shall pay and wherever applicable, pass on to ITI, all fiscal benefits arising out of reductions in Government levies viz. GST and any other taxes, duties, levies etc.

#### 1.2. Time of Delivery:

Delivery and installation of the equipment is to be completed within 30 days (Forty Five days) from the effective date of Supply Order. Please note that Supply Order can be cancelled unilaterally by the Buyer in case items are not received within the Supply Ordered delivery period. Extension of Supply

Ordered delivery period will be at the sole discretion of the Buyer. with applicability of LD clause.

### 1.3. Warranty:

- (a) The Seller warrants for a period of 12 months from the date of supply of equipment all the goods/stores supplied under the contract and each component.
- (b) No expenditure towards site visiting, rectification, Repair replacement and
- (c) Response time. The response time of the seller should not exceed 48 Hrs.
- (d) The Seller also warrants that necessary repair during the warranty period of the equipment shall be provided. LD Would { be applicable for the delayed period if the equipment is not repaired within response time

### 1.4. Billing and Payment Realization

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

## 2. USE OF CONTRACT DOCUMENTS AND INFORMATION

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

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

## GENERAL CONTRACT CONDITIONS

### 1. FORCE MAJEURE

If at any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or failed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, flood explosion epidemic, quarantine restrictions, strike, lockout or acts of god (here after referred to "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall by reason of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or failure in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or cease to exist. In case of any dispute, the decision of Chairman ITI Ltd shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or failed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the purchaser shall be at liberty to take over from the Selected Bidder at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out component and other stores in the course of materials, bought out components and other stores in the course of manufacturer which may be in the possession of the Selected Bidder at the time of such termination, or such portion thereof as the purchaser may deem fit, except such materials, as the Selected Bidder may, with the concurrence of the Purchaser, elect to retain.

## 2. **TERMINATION FOR DEFAULT**

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

## 3. **TERMINATION OF INSOLVENCY**

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

## 4. **TERMINATION FOR CONVENIENCE**

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

## 5. **ARBITRATION**

In the event of any dispute or difference arising under this agreement or in connection therewith (except as to the matter, the decision to which is specifically provided under this agreement) the same shall be referred to the sole arbitration of the Chairman ITI Ltd or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted ( whether in addition to his own duties or otherwise) with the functions of the Chairman ITI Ltd or by whatever designation such officer may be called (herein after referred to as the said officer), and if the Chairman ITI Ltd or the said officer is unable or unwilling to act as such then to the sole arbitration of some other person appointed by the Chairman ITI Ltd or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.

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

## 6. **LEGAL JURISDICTION**

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

**7. SET OFF**

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

**8. FORE CLOSURE / RESTRICTION / DEVIATION OF CONTRACT**

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

**9. CONFIDENTIALITY**

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

**10. PROGRESS OF THE PROJECT**

Progress of the Project shall be intimated in writing to ITI Ltd. on fortnight basis by the successful Bidder. In case of failure if any, should be clearly specified by the bidder.

**11. COMPLETENESS OF TENDER OFFER**

The Bidder is expected to examine all instructions, forms, terms, conditions and deliverables in the Tender Documents. Failure to furnish all information required by the tender documents or submission of a tender offer not substantially responsive in every respect to the tender documents will be at the Bidder 's risk and may result in rejection of its tender offer. The tender offer is liable to be rejected outright without any intimation to the Bidder if complete information as called for in the tender document is not given therein, or if particulars asked for in the Forms / Performa in the tender are not fully furnished.

**12. Indemnity:**

The successful bidder shall exercise reasonable skill, care and diligence and keep the Company indemnified in respect of any loss, damage or claim whatsoever arising out of or related to breach of this Bid Document and the agreement to be entered into with the successful Bidder, statutory duty or negligence by the selected Bidder or its staff, agents or permitted subcontractors in relation to the performance or otherwise of the services under the Agreement.

**13. Waivers:**

Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights. A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision. The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

**14. Risk Management:**

Bidder shall at his own expense adopt suitable Risk Management methodology to mitigate all risks assumed by the bidder under this Contract. Bidder shall underwrite all the risk related to its personnel deputed under this Contract and any other belongings of the bidder or their personnel during the

entire period of their engagement in connection with this Contract and take all essential steps to reduce and mitigate the risk. ITI Ltd will have no liability on this account.

**15. Severability:**

In the event any provision of this Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

**16. IT Act 2000:**

Besides the terms and conditions stated in this document, the contract shall also be governed by the overall acts and guidelines as mentioned in IT Act 2000, and any other guideline issued by ITI Ltd from time to time.

**17. Government Immunity Clause:**

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 Bidder 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, Bidder 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.

**18. Deployment of Resources Site and Assets thereon**

**Site of Service Delivery**

- i. The site for Service delivery shall be ITI Datacenter . The contractor shall not use or allow to be used the site for any purposes other than executing or concerning the execution of the services.
- ii. **Facilities for Inspection:** The contractor shall afford the Contract Manager and his representative every facility for entering in and upon every portion of the site at all hours for inspection or otherwise and shall provide all facilities required for the purpose. The Contract Manager and his representative shall have free access to every part of the site and all places at which materials, tools, and plants are stored or prepared for the Services.
- iii. **Existing Roads and Waterways:** Existing roads or water courses shall not be blocked, cut through, altered, diverted, or obstructed in any way by the contractor, except with the permission of the Contract Manager. All compensations claimed for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the contractor or his agent or his staff shall be recoverable from the contractor by deduction from any sums which may become due to him in terms of Contract, or otherwise according to law.
- iv. **Non-Obstruction of Access:** During the progress of Services in any street or thoroughfare, the contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the Services and shall react and maintain at his cost barriers, lights and other safeguards as prescribed by the Contract Manager, for the regulation of the traffic, and provide security staff necessary to prevent accidents.
- v. **No Obstruction to Flow of Work and Personnel of Procuring Entity:** Contractor shall arrange his work in consultation with the Contract Manager in such a manner to avoid obstruction to the normal flow of work and personnel of the Procuring Entity at the site, preferably utilising non-business hours for such obstructive or hazardous activities.

## **19. Security Arrangements**

### Preservation of Peace

- a) The contractor shall take requisite precautions and use their best endeavours to prevent any riotous or unlawful behaviour by or amongst their workers and others, employed directly or through the petty contractors or sub-contractors for services, and for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of the site of services.
- b) If the Procuring Entity stipulates maintenance of a special Police Force at or in the vicinity of the site during the tenure of service Contract, the expenses thereof shall be borne by the contractor and, if paid by the Procuring Entity, shall be recoverable from the contractor.

## **20. Safety Issues**

- i. the contractor shall be responsible for the safety of all activities on the Site.
- ii. The contractor shall be responsible for the safety of all persons employed by him on Site, directly or through petty contractors or Sub-Contractors, and shall report accidents to any of them, however, and wherever occurring on Works, to the contract manager or his representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. The compensation for affected Workers or their relatives shall be paid by the contractor in such cases expeditiously as per the Workmen's Compensation Act and other labour codes.
- iii. **Safety of Public and Third parties:** The contractor shall be *responsible for taking all precautions to ensure* the safety of the public and third parties, whether on public or Procuring Entity's property and shall post look out, such persons as may, in the opinion of the Contract Manager, be required to comply with regulations appertaining to the service. No explosives shall be used for the Services rendered or on the site by the contractor.

## **21. Clearance of Site on Completion**

On completion of the services, the contractor shall clear away and remove all tools /plants and surplus materials, rubbish and temporary works of every kind and leave the whole of the site clean to the satisfaction of the Contract Manager.

- vi. If the contractor provides temporary huts on the Procuring Entity land for labour engaged by him to execute services, the contractor shall arrange for handing over vacant possession of the said land after the service is completed.
- vii. No final payment in settlement of the accounts for the Services shall be paid, held to be due or shall be made to the contractor till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him.
- viii. In the event of failure on the part of the contractor to comply with this provision within 7 days after receiving notice for clearance of Procuring Entity's site and lands, the Contract Manager shall cause them to be removed through public sales of such materials and property or in such a way as deemed fit and convenient and cost as increased by supervision and other incidental charges shall be recovered from the contractor. If the contractor's labour refuses to vacate and has to be ejected following due process by the Procuring Entity, necessary expenses incurred by the Procuring Entity in connection shall be borne by the contractor. The Procuring Entity shall not be held liable for any loss or damage to the contractor's property as may be on the site and due to such removal.

## **22. Property in Equipment and Materials brought to Site.**

The materials and plant brought by the contractor upon the site or on the land occupied by the contractor in connection with the Services and intended to be used for the execution shall not be removed from the site without the approval of the Procuring Entity. However, materials/ equipment which the Contract Manager rejects under GCC-clause during the progress of the Services, or which after the grant of the certificate of completion, are declared as not needed or those that remain unused, can be removed from the site or the said land by the Contractor. This clause shall not in any way diminish the liability of the contractor nor shall the Procuring Entity be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, damaged, or destroyed by fire, tempest or otherwise

**ANNEXURE-I**  
**BID SECURITY FORM / EMD BG**

Whereas.....(hereinafter called “the Selected Bidder”) has submitted its offer dated..... against RFP ITI/BGP/IT-DC/BG/2026/0001, Dated 8/04/2026, KNOW ALL MEN by these presents that WE ..... OF..... having our registered office at .....are bound unto ITI Ltd. In the sum of Rs            for which payment will and truly to be made of the said ITI LTD., the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

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

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

Signature of the Bank Authority. Name

Signed in Capacity of

Name & Signature of witness

Full address of Branch Address of witness

Tel No. of Branch

Fax No. of Branch

**Annexure-II:****PERFORMANCE SECURITY GUARANTEE BOND / PBG**

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

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

2. We \_\_\_\_\_ Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by BIDDER i.e. till \_\_\_\_\_ (viz the date up to \_\_\_\_\_ years and \_\_\_\_\_ months after the date of \_\_\_\_\_

commencement of service by BIDDER) hereinafter called the said date and that if any claim accrues or arises against us \_\_\_\_\_ Bank Ltd., by virtue of this guarantee before the said date, the same shall be enforceable against us \_\_\_\_\_ Bank Ltd., notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us \_\_\_\_\_ Bank Ltd., by the Purchaser before the said date. Payment under this letter of Guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

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

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

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

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

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

Date \_\_\_\_\_

Place \_\_\_\_\_ Signature \_\_\_\_\_ **(Bank's common seal)**

**Annexure-III:**  
**NON- DISCLOSURE AGREEMENT**

This Agreement is made as of the-----2024 between ITI Ltd. having its registered and Corporate office at ITI BHAVAN, Dooravani Nagar, Bangalore-560016

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

----- herein after called “The Bidder” which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

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

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

1. This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party, including information listed in Exhibit A attached hereto and other information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party (“ Confidential information”).  
Information consists of certain specifications, designs, plans, drawings and /or technical information, and all copies and derivatives containing such information, that may be disclosed to one another for and during the purpose, which a party considers proprietary or confidential (“Information”). Information may be in any form or medium, tangible or intangible, and may be Communicated/disclosed in writing, orally, or through visual observation or by any other means to one party (hereinafter referred to as the receiving party) by the other party (hereinafter referred to as one disclosing party). Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party within thirty (30) days of the initial disclosure.
2. M/s ----- and ITI Ltd hereby agreed at during the Confidentiality Period: ITI Ltd. RFP. No. ITI/BGP/ IT-DC/BG/2026/0001, Dated 8/04/2026
  - a. The receiving party shall use Information only for the Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project as defined in exhibit A, shall cause its employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential to fulfilling the purpose, and shall prevent disclosure of information to third parties.
  - b. Upon the disclosing party’s request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed. Provided, however. That an archival copy of the Information may be retained in the files of the receiving party’s counsel, solely for the purpose of proving the contents of the Information.
3. The foregoing restrictions on each party’s use or disclosure of Information shall not apply to Information that the receiving party can demonstrate

- a. was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or
- b. has become generally available to the public without breach of confidentiality obligations of the receiving party; or
- c. was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure; or
- d. is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however that the receiving party has given the disclosing party prompt notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure and appropriate protective order; or
- e. is disclosed with the prior consent of the disclosing party; or
- f. was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or
- g. the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.

Each party agrees not to remove any of the other party's Confidential Information from the premises of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in ITI Ltd. ITI Ltd. RFP. No. ITI/BGP/IT-DC/BG/2026/0001, Dated 08/04/2026.

4. Protecting the confidentiality of any confidential information, which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Each party agrees to comply with any and all terms and conditions the disclosing party's may impose upon any such approved removal, such as conditions that the removed confidential information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.
5. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's confidential information all copies thereof.
6. Each party recognizes and agrees that all of the disclosing party's confidential information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such confidential information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
7. Access to information hereunder shall not preclude an individual who has seen such information for the purpose of this agreement from working on future projects for the receiving party which relate to similar subject matters provided that such individual does not make reference to the information and does not copy the substance of the information during the confidentiality period. Furthermore nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any general learning, skills or know how developed by the receiving party's personnel under this agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the information.

8. As between the parties, all information shall remain the property of the disclosing party. By disclosing information or executing this agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection rights, trade secret or any other intellectual property right. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION.

Execution of this agreement and the disclosure of information pursuant to this agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase, or sale or to enter into any additional agreement of any kind.

9. Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.

10. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.

11. M/s ITI Ltd. has sole rights for the feasibility report submitted by M/s. ----- for its use with other successful bidder for next Phase (if any). If there is any conflict between earlier clauses and this clause, then this clause shall prevail.

12. That in case of any dispute or differences, breach & violation relating to the terms of the agreement. The said matter or dispute, difference shall be referred to sole arbitration of Chairman ITI Ltd or any other person appointed by him. That the award of the arbitrator shall be final and binding on both parties. In the vent of such arbitrator to whom the matter is originally referred to is being transferred or vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the Chairman ITI Ltd shall appoint another person to act as Arbitrator in place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by his predecessor. The M/s ----- will have No Objection in any such appointment, that arbitrator so appointed is employee of ITI Ltd. The said Arbitrator shall act under the Provisions of the Arbitrator and Conciliation Act, 1996 or any statutory modifications or reenactment there of any rules made thereof.

13. This Agreement and Exhibit A attached hereto constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other Party's written consent.

14. This Agreement will remain in effect for one year from the date of the last disclosure of Confidential Information., at which time it will terminate, unless extended by the disclosing party in writing.

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

(M/s-----)  
Signature \_\_\_\_\_  
Printed Name: \_\_\_\_\_

(M/s ITI Ltd.)  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_



Title: \_\_\_\_\_  
ITI Ltd, Bangalore Plant

Title: \_\_\_\_\_

RFP No. ITI/BGP/ IT-DC/BG/2026/0001 Dated \_\_  
Exhibit A

Business Purpose: \_\_\_\_\_.

Confidential Information of M/s. ITI Ltd. w.r.t RFP No. ITI/BGP/ IT-DC/BG/2026/0001,  
Dated 08/04/2026

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

ITI Ltd : \_\_\_\_\_  
Signed

M/s -----  
Signed

## Format 1 – Pre-Qualification Bid Letter

To,

**Tendering Authority Bangalore Plant,  
ITI Limited, Dooravaninagar, Bangalore-560016, Karnataka, India.**

Subject: “Request for the proposal for the Supply, Installation & Commissioning of Baggage scanner for ITI Datacenter”

Reference: “ITI/BGP/ IT-DC/BG/2026/0001, Dated 08/04/2026

Sir,

We, the undersigned Bidders, having read and examined in detail all the RFP documents, do hereby propose to provide the services as specified in the RFP document number “ITI/BGP/IT-DC/BG/2026/0001, Dated 08/04/2026” along with the following:

1. EARNEST MONEY DEPOSIT (EMD)

We have enclosed an EMD in the form of a Demand Draft for the sum of **Rs.10, 000 (Rupees Ten thousand only)**. This EMD is liable to be forfeited in accordance with the provisions of the RFP.

2. CONTRACT PERFORMANCE BANK GUARANTEE PBG

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee PBG in the form prescribed RFP.

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

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

Thanking you, Yours faithfully,

(Signature of the Bidder) Name

Designation

Seal Date & Business Address:

### Format 2 - General Information of the Bidder

The Registered name of the company	
Address of Registered office	
Registration Number and Registration Authority	
Year of Incorporation	
Legal Status (Public or Private) Public or Private Ltd. Technological Collaborations	
Business Address for correspondence Street: City: Pin Code: Telephone/: Email: URL:	
Name of the contract/ Authorized person	
Contact's Designation	
Contact address if different from above	
Quality Certifications (Enclose Certificates copy)- ISOs	
Details of EMD/EMBG furnished Amount Date Bank & Branch	
Other Office location in India and addresses Proof to be enclosed for the all of the above	

### Format 3 - Particulars of Turnover

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

### Format 4 – Technical Bid Qualification Criteria

Checklist and eligibility Compliance to be provided for Bidder eligibility criteria of Clause- 4

S. No.	Criteria	Documents to be submitted
a.	The bidder should be a company registered under the Companies Act, 2013 since last 5 years as on 31.03.2024.	Certificate of Incorporation and Self-Certification of being in the supply and installation of such items for the last 3 years should be attached.
b.	Bidder should have been in the business of supply and installation of similar items for a period of three years as on 31.03.2024. Consortium is not permitted.	4. Commencement of Business Certificate or CIN 5. Work Orders confirming year and area of activity and 6. Memorandum or Articles of Associations should be attached.
c.	3. The bidder should have a minimum turnover of Rs.2.5 Lakhs on an average for last three Financial Years ending on 31.03.2025. 4. The bidder should have been profitable in any of the two financial years out of three financial years i.e. (2022-23, 2023-24 & 2024-25).	<ul style="list-style-type: none"> <li>● Chartered Accountant certificate for Net-worth, Turnover and PAT should be attached. And</li> <li>● Copy of the audited profit and loss account/ balance sheet/ annual report of last three financial years (up to 31-Mar-25) should be attached.</li> </ul>
d.	The Bidder should have experience of supplying similar items: The company should have executed PO / Work Order of similar type during the last Three years as on 31.03.2024 for contract value: - 2.1 One single completed project of minimum Rs. 11.14 Lakhs. 1.4 Two completed projects of minimum Rs. 6.96 Lakhs each. 1.5 Three completed projects of minimum Rs. 5.57 Lakhs each.	3. Copy of work order clearly mentioning the scope of work relevant for similar services asked. And 4. Completion certificates clearly mentioning the Scope of work completed for similar services
e.	The Bidder should be an ISO Certified process driven organization and should have a valid ISO 9001.	Valid ISO certificate shall be attached. Mandatory- ISO 9001.
f.	The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.	Declaration in this regard by the authorized signatory of the bidder should be attached.
g.	The bidder should furnish, as part of its bid, an Earnest Money Deposit (EMD) of Rs.28,000	The EMD should be in the Indian rupees and should be in the form of Demand Draft/Banker's Cheque/ Bank Guarantee issued by a Nationalized / Scheduled Commercial Bank.
h.	MSME bidders are exempted from EMD	Valid MSME documents should be submitted.

## Format 5 - Declaration Regarding Clean Track Record

To,

TENDERING AUTHORITY

Bangalore Plant,

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

Sir,

We, [bidder Name] have carefully gone through the Terms & Conditions contained in the RFP Document ["ITI/BGP/IT-DC/BG/2026/0001, Dated 08/04/2026"]. I, in the capacity of an authorized signatory of [bidder company name] hereby declare that my/our company has not been debarred/black listed by any Government / Semi- Government organizations in India. I further certify that I am competent officer in my company to make this declaration.

Yours faithfully, (Signature of the Bidder) Name

Designation Seal

Date:

Business Address:

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

To,  
TENDERING AUTHORITY  
Bangalore Plant,  
ITI Limited, Dooravaninagar, Bangalore-560016, Karnataka, India.

Sir,  
I have carefully gone through the Terms & Conditions contained in the RFP Ref.: ITI/BGP/ IT-DC/BG/2026/0001, Dated 08/04/2026 for the “RFP for the Supply, Installation & Commissioning of Baggage scanner for ITI Datacenter”.

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

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

## Format 7 – Technical Bid Letter

Format for Response to RFP Ref ITI/BGP/ IT-DC/BG/2026/0001, Dated 08/04/2026)

To,

TENDERING AUTHORITY

Bangalore Plant,

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

Sir, Subject:

Ref.: ITI/BGP/ IT-DC/BG/2026/0001, Dated 08/04/2026” Supply, Installation and commissioning of Baggage Scanner”

We, the undersigned Bidders, having read and examined in detail all the RFP documents do hereby propose to provide the services as specified in the RFP document number RFP Ref.: ITI/BGP/ IT-DC/BG/2026/0001, Dated 08/04/2026 along with the following:

1. *Earnest Money Deposit (EMD)*

We have enclosed an EMD in the form of a Demand Draft for the sum of Rs. 10,000 (Rupees Twenty eight thousand only) or NEFT vide ref \_\_\_\_\_. This EMD is liable to be forfeited in accordance with the provisions of RFP.

2. *Deviations*

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

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

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

3. *Contract Performance Guarantee PBG*

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

4. *Bid Validity Period*

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

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

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

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